



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

DATE: July 13, 2020

FILE: PR-20-198

TO: Dr. Wazir Ishmael
City Manager

VIA: Adam Reichbach *AR*
Assistant City Manager for Finance & Administration

VIA: George R. Keller, Jr CPPT *GPK*
Deputy City Manager

FROM: *PAB 7/13/2020* Paul A. Bassar
Director of Procurement & Contract Compliance

SUBJECT: Recommendation to Renew Blanket Purchase Order Number B002872 and the Letter of Agreement and Addendum for the Purchase of Medical Supplies Required by the Fire Rescue and Beach Safety Department

ISSUE:

The purpose of this request is to renew the Blanket Purchase Order B002872 with South Broward Hospital District d/b/a Memorial Healthcare System for the purchase of medical supplies required by the Fire Rescue and Beach safety Department and the Letter of Agreement and Addendum for the renewal term period of 6/1/2020 through 5/31/2021, for the estimated annual amount of \$95,000.00.

EXPLANATION:

The City of Hollywood maintains a Fire Rescue and Beach Safety Department which provides critical services for the safety and protection of the residents of Hollywood. The Fire Rescue and Beach Safety Department has purchased medical supplies from the South Broward Hospital District d/b/a Memorial Healthcare System for a period of more than twenty-two (22) years.

Memorial Healthcare System has competitively bid the required medical supplies, and their pricing provides the lowest product cost and greatest availability to the City of Hollywood.

Memorial Healthcare System has provided the City cost savings and supply product availability (including immediate supplies on weekends and evenings), thereby, allowing the Fire Rescue and Beach Safety Department to maintain an efficient operation, therefore, it is for these reasons stated above that it is in the best interest of the City to

continue its relationship with South Broward Hospital District d/b/a/ Memorial Healthcare System to provide medical supplies.

Memorial Healthcare System has additionally allowed the Fire Rescue and Beach Safety Department to stockpile extra supplies at their facility that would be immediately available in the event of a hurricane or other disastrous events.

Purchasing Ordinance Section 38.40 (C) (8) provides that contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals as it is not in the best interest of the City.

Due to substantial increases in the number of advanced life support and basic life support transports and services provided by Fire Rescue and Beach Safety for the required medical supplies, the Department's estimated annual expenditure is \$95,000.00. Since this contract is on a renewal term period, the City Manager is hereby authorized to approve.

Funding has been provided for in the Fiscal Year 2020 budget in the Fire Rescue and Beach Safety Department's medical supply Account Number 001.215101.52200.552320.000000.000.000 and will be budgeted in subsequent fiscal years.

RECOMMENDATION:

The Fire Chief and the Director of Procurement & Contract Compliance recommend that the City Manager approve the renewal of the attached Blanket Purchase Number B002872 and the Letter of Agreement and Addendum to South Broward Hospital District d/b/a Memorial Healthcare System in an estimated annual amount of \$95,000.00 for the purchase of medical supplies for Fire Rescue and Beach Safety Department.

Approval:


Dr. Wazir Ishmael, City Manager

Date: 7-15-20

PAB:JE

Attachments: Blanket Purchase Order Number B002872
Departmental Recommendation
Letter of Agreement and Addendum



March 24, 2020

tel: 954.921.3299
fax: 954.921.3086

Diane Martin
Memorial Regional Hospital
3501 Johnson Street
Hollywood, FL 33021

Dear Ms. Martin:

The Agreement with the South Broward Hospital District, d/b/a Memorial Healthcare Systems ("Memorial") for the purchase of medical supplies used by the City of Hollywood Fire Rescue and Beach Safety Department's ("Department") Advanced Life Support rescue vehicles will expire on May 31, 2020. This letter shall serve as a new Agreement between Memorial and the Department for the purchase of medical supplies to be used by Departmental paramedics.

This Agreement shall commence on the date it is signed as indicated below and shall terminate one year from said date. This Agreement is to exercise the one (1) year renewal option provided by Memorial Healthcare Systems at both party's option, to be agreed to in writing. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice.

The Department estimates an annual expenditure of \$95,000.00. The Department, through the City of Hollywood, shall issue a Blanket Purchase Order to Suppliers (as defined below) to cover orders under this Agreement. Memorial shall invoice the Department on a monthly basis and payment will be made within forty-five (45) days following a receipt of a proper billing statement for all supplies provided hereunder, in accord with the Fee Schedule attached hereto as Exhibit "A". The Department is exempt from federal and state taxes and can provide proof as such upon request.

The Agreement is as follows:

Memorial agrees to allow the Department to purchase the inventory ("Inventory") listed on Exhibit "A" from Memorial's suppliers, which include: Cardinal Health ("Suppliers") using Suppliers then current pricing provided to Memorial. The parties hereby agree that additional items may be added by mutual written agreement of the parties.

Memorial agrees to deliver all ordered items to the Department at its Fire Training Facility located at: 3400 N. 56th Avenue, Hollywood, FL 33021 (back building) at a preset day once a week.



PBB-20808

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045
hollywoodfl.org

Page 2
March 24, 2020
Medical Supplies Agreement

Memorial agrees to have items that are placed on a pallet, delivered by a vehicle with a lift gate in place.

The parties, as indicated by the signatures below, agree to the terms and conditions listed above in this agreement and agree to the Fee Schedule in Exhibit "A" attached hereto.

South Broward Hospital District,
d/b/a Memorial Healthcare System


By: 

Aurelio M. Fernandez, III
President and CEO
Print Name

Print Title

8/18/2020
Month/Day/Year

Approved as to form
For the South Broward Hospital
District:

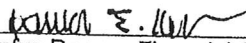
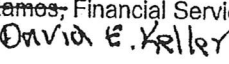
DocuSigned by:
By: 
1A998BB4CF4F47A...
Paola Buitron-Bouw

Assistant General Counsel
8/26/2020

City of Hollywood, Florida, a municipal
corporation and of The State of Florida

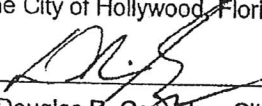
By: 

Dr. Wazir Ishmael, City Manager

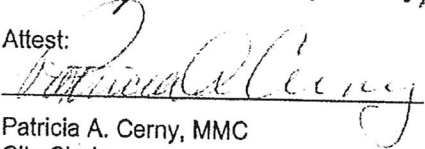

Gintya Ramos, Financial Services
Director 

7/22/2020
Month/Day/Year

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

By: 
Douglas R. Gonzales, City Attorney

Attest:


Patricia A. Cerny, MMC
City Clerk



PBB-20808

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045
hollywoodfl.org



Blanket Purchase Order B002872

Supplier Details:

Company South Broward Hospital District
Memorial Healthcare System Memorial Regional Hospital
Contact
Address 3501 Johnson Street
Hollywood, FL 33021

Submit your response to:

Company City of Hollywood, FL - Fire Administration
Contact Poli, Alexander
Address 2741 Stirling Rd
Hollywood FL 33020
Phone 1-954-967-4248
Fax
E-mail apoli@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Order with your Company based on the following:
Letter Of Agreement



PBB-20808



Blanket Purchase Order B002872

Agreement	B002872
Agreement Date	05/11/2016
Change Order	1
Change Order Date	05/11/2016
Revision	1
Agreement Amount	161,584.22 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier South Broward Hospital District
Memorial Healthcare System Memorial Regional
Hospital
3501 Johnson Street
Hollywood, FL 33021

Notes Medical Supplies-Fire Rescue

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
10419	Immediate	None	Destination	
Start Date	End Date	Shipping Method		
06/01/2018	05/31/2020			
Initial Award Term	06/01/2019	05/31/2020		

First Renewal Period
Second Renewal Period
Third Renewal Period
Fourth Renewal Period

Attachments	
Type	File Name or URL

Line Item	UOM	Price	Expiration Date
1 Medical supplies: fire rescue Supply and delivery of medical Supplies from central services To be Invoiced and paid monthly Agreement dated:07/03/2018		0.00	
Supplier Item			
Notes Medical supplies: fire rescue Supply and delivery of medical Supplies from central services To be Invoiced and paid monthly Agreement dated:07/03/2018			
Attachments			
Type	File Name or URL	Title	Description



PBB-20808



Blanket Purchase Order B002872



PBB-20808



Blanket Purchase Order B002872

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

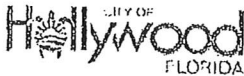
Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



PBB-20808



Blanket Purchase Order B002872

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Paul A. Bassar
Director of Procurement & Contract Compliance



PBB-20808

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT ("Addendum") amends that certain contract (hereinafter referred to as "Agreement") by and between the CITY OF HOLLYWOOD, FLORIDA (hereinafter referred to as "Company") and SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as "Memorial," Company and Memorial shall each be referred to individually as a "Party" and collectively as the "Parties") entered into contemporaneously herewith and effective thereon, as follows:

- 1) Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

Self-Insurance. Memorial shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify the Company, for, and defend it against, tort liabilities sought to be imposed upon the Company solely as a result of the actual or alleged liability for the acts or omissions of Memorial, or its employees or agents acting within the scope of their duties for Memorial. The duty to defend may be satisfied by providing a defense in kind, or, at Memorial's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Memorial in excess of the amount of Memorial's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall be deemed to require indemnification by Memorial of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase Memorial's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Memorial for the acts or omissions of any party other than itself, its agents, and its employees.

Limitation of Liability. Notwithstanding any provision of this Addendum or the Agreement to which it is applicable, other than the compensation to be paid to Company under said Agreement, Memorial shall not be liable or responsible to Company beyond the monetary limits specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall Memorial be liable to Company for punitive or exemplary damages or for lost profits or consequential damages.

Non-Discrimination. During performance of the Agreement, Company and any subcontractor and/or joint venturer shall not discriminate on the basis of race, color, gender, national origin, sexual orientation, age, disability, sex, pregnancy, religion, veteran status, military service, marital status, genetic information or any other status specifically protected by all applicable laws, in the provision of services and goods to Memorial, the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the Agreement.



PBB-20808

Public Records Law. Company understands that Memorial is a Political Subdivision of the State of Florida and, as such, is subject to Ch. 119, Fla. Stat., commonly known as Florida's Public Records Law. Further, Company acknowledges and agrees that it is Company's responsibility to ensure that it properly protects any information which Company deems to be exempt from disclosure under Florida's Public Records Law. A failure by Company to protect such information may constitute a waiver by Company of any applicable exemptions from disclosure including ones that may be applicable to trade secrets under Florida law. If Company enters into a contract for services with and is acting on behalf of Memorial, Company must keep and maintain the public records required to perform the services required by the Agreement ("Memorial Records"). Neither Party shall be deemed to be in breach of the Agreement for withholding records when release is not permitted by law or for disclosing records when required by law. Company acknowledges and agrees that the pricing and other compensation payable to Company under the Agreement may not be confidential, and may need to be disclosed pursuant to Florida Statute 119.

Memorial will notify Company of any instance in which the disclosure or copies of Company's confidential information is requested by any party pursuant to Chapter 119 or if there is a request for Memorial Records not within Memorial's possession. Company shall provide a copy of the requested Memorial Records or allow the Memorial Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. If Company wishes Memorial to deny the request for disclosure or copies or any part thereof, Company must reply to Memorial as soon as reasonably possible but in no event later than eight (8) business days. Further, Company shall (i) provide Memorial with the redacted material; and (ii) advise Memorial of (a) the legal basis for claiming the information should be withheld and (b) the specific section of the Florida Statutes that exempts this material from mandatory disclosure. If Company fails to respond as required under this Section, Memorial may release the requested documents. If the party requesting the disclosure contests the legal basis for Company's withholding any of the documents, then Company will, at its sole cost, defend its position. To the extent Memorial incurs liability for costs or attorney's fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal, Company agrees to indemnify and hold harmless Memorial for those costs and fees.

Standard Medicare Disclosure. To the extent validly required pursuant to Section 1395x(v)(1)(I) of Title 42 of the United States Code and Regulations duly promulgated thereunder, (a) until the expiration of four years after the furnishing of services pursuant to the Agreement, Company shall, upon written request, make available to the United States Secretary of Health and Human Services (the "Secretary") or to the United States Comptroller General (the "Comptroller"), or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Company under the Agreement, and (b) in the event Company carries out any of its duties under the Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request, make available to the Secretary or the Comptroller, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.



PBB-20808

Independent Contractor. Company and Memorial are "independent contractors" and nothing in the Agreement is intended nor shall be construed to create an employer/employee or agent relationship.

Lobbying of Memorial. This Section deals with lobbying Memorial only, and does not apply to or include lobbying of any State or Federal Agency, Legislature, or other governmental authority. Company warrants that either: (A) it has not retained any "Lobbyist," which for the purposes of this Section is a contractor, company or person, other than its own bona fide employees, to solicit or secure the Agreement and that it has not paid or agreed to pay any Lobbyist, other than its bona fide employees, any fee, commission, gift, or other consideration to solicit or secure the Agreement OR (B) any Lobbyist retained by Company who is not an employee of Company has registered with Memorial's Office of General Counsel in accord with Memorial's Lobbying Policy. If Company is found to have breached this warranty, Memorial may terminate the Agreement, or, at its discretion, deduct from amounts payable under the Agreement the full amount of such fee, commission, gift, or other consideration.

Scrutinized Companies. In accordance with the requirements of F.S. 287.135 and F.S. 215.473, Company warrants and represents that it is not: 1) participating in a boycott of Israel; 2) on the Scrutinized Companies that Boycott Israel list; 3) on the Scrutinized Companies with Activities in Sudan List; 4) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 5) engaged in business operations in Syria (collectively, the "Scrutinized Companies"). During the term of the Agreement, Company shall have a continuing obligation to warrant and represent compliance with this provision and shall immediately notify Memorial if there is any change. Memorial shall have the right to immediately terminate the Agreement where under applicable law such a change would warrant termination.

HIPAA Compliance. Company warrants and represents that Company will not require access to Memorial's Protected Health Information (as defined under HIPAA) in order to perform its duties under the Agreement.

Assignment. Memorial may assign the Agreement to any entity that assumes management or control of a substantial portion of Memorial's assets or operations that are the subject matter of the Agreement, or to any Affiliate of Memorial or of any of its Affiliates. For purposes of the Agreement, "Affiliate" means with respect to Memorial and its Affiliates, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control or management with, exists to fulfill and support a common mission with, or is otherwise affiliated with Memorial or its Affiliates, where "control" or "controlled" or "controlling" means and shall be deemed to exist if the other Person possesses, directly or indirectly, the power to direct, cause the direction of, or otherwise materially impact the purposes, management, or policies of that Person, either through contract, or by owning a controlling interest of the voting rights or of the equity capital of that Person or of other ownership interests, or by being the sole member of an entity with reserved powers, or otherwise possesses or is able to exert a controlling influence over that Person. "Person" means any individual, sole proprietorship, general partnership, limited partnership, limited liability company, joint venture, trust, unincorporated association, corporation, or entity. Affiliates of Memorial include, without



PBB-20808

limitation. Memorial Foundation, Inc.; Joe DiMaggio Children's Hospital Foundation, Inc.; Florida Community Health Network Corp.; Memorial Health Network, Inc.; South Florida Community Care Network, LLC; Memorial Healthcare System Ambulatory Care Center, LLC; and their respective Affiliates.

Counterparts; Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement. The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Transaction Act, and any document accepted, executed or agreed to in conformity with such law will be binding on both Parties the same as if it were physically executed. The affixing of the Parties of their actual signatures to this Agreement, and delivery then by facsimile or scanned copy attached to an email, shall constitute sufficient delivery, communication and record of the formation of this transaction.

2) In the event of conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

3) Except as specifically amended or modified herein, the Parties do hereby ratify and confirm in all other respects the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals effective as of the effective date of the Agreement.

**SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM**

By: _____

Print Name: Aurelio M. Fernandez, III
President and CEO

Title: _____

Date: 8/18/2020

**CITY OF HOLLYWOOD,
FLORIDA**

By: _____

Print Name: Dr. Wazir Ishmael

Title: City Manager

Date: 7-22-20



GAH #	ITEM #	PRICE	PURCHASING U/M	FACTOR	COMMENTS
2F7124	1330-00356	22.650	CA	12	
22455-	0900-07380	49.830	CA	600	
45-0002	0900-00012	83.720	CA	100	
CT6006-1	0900-00122	14.223	RL	500	
R849100	0900-08788	122.671	BX	10	
H8046SC	1830-00035	16.030	CA	125	
23593-03LF	1410-00004	5.760	PK	12	
23593-04LF	1410-00174	6.960	PK	12	
CF1201	0200-00525	24.950	CA	50	
2N8399	0900-00050	239.530	CA	200	
JJ3055	1310-00069	77.167	BX	50	
JJ3057	1310-00031	77.167	BX	50	
JJ3060	1310-00015	78.025	BX	200	
11440-012B	0900-08764	8.520	BX	12	
R120900040	0200-00474	192.115	EA	1	
R120900020	0200-00379	241.810	EA	1	
C6405-5A	0900-08789	60.940	CA	15	
31091427	0900-08792	49.450	CA	18	
1620-001	1500-00003	97.140	BX	30	
47119-170	0910-00008	90.110	CA	210	
55083	2500-00042	4.363	BX	100	
55082	2500-00045	4.363	BX	100	
55081	2500-00044	4.363	BX	100	
55084	2500-00072	4.363	BX	90	
8883DOTP	0900-02826	3.850	BX	150	
8882DOTP	0900-02825	3.850	BX	150	
8884DOTP	0900-02827	3.850	BX	130	
HU01828	0900-08790	50.910	CA	50	In&Out will be Special Ordered.
396218	0900-08791	31.560	BX	50	In&Out will be Special Ordered.
2C6401	1340-00266	100.880	CA	48	
2B1324X	0900-00580	24.990	CA	14	
2B1323Q	1330-00277	35.240	CA	24	
01-8000S	1300-00085	67.000	CA	100	
SLMF200	1230-00401	22.250	BX	200	
005641-200	0900-08793	145.129	BX	1	In&Out will be Special Ordered.
R005645350	0900-03794	141.100	EA	1	In&Out will be Special Ordered.
AT74631	0910-00084	32.030	CA	100	
CF1203	0200-00531	38.690	CA	50	
01058	0200-00092	50.910	CA	50	
005650-050	0900-08795	140.850	BX	1	In&Out will be Special Ordered.
005651-100	0900-08796	64.810	BX	1	In&Out will be Special Ordered.
005653-300	0900-08797	149.850	BX	1	In&Out will be Special Ordered.
CF2438	0200-00052	28.510	CA	50	
01101	0900-08798	49.890	CA	50	
8881570121	2600-00075	41.700	CA	180	
M1538-3	1430-00014	5.670	BX	4	



PBB-20808

8060RTCA	0200-00493	86.750	CA	40
8065RTCA	0200-00494	86.750	CA	40
43157-070	0400-00392	13.540	BX	10
43157-075	0400-00393	13.540	BX	10
8080RTCA	0200-00497	86.750	CA	40
2C7565	01052C7565			

NO LONGER MADE BY BAXTER



PBB-20808

Certificate Of Completion

Envelope Id: 54DB96871720414DB4AFD53060B67E9C
 Subject: Please DocuSign: City of Hollywood Agreement - AS TO FORM
 Source Envelope:
 Document Pages: 13
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 MHS Account
 3111 Stirling Road
 Fort Lauderdale, FL 33312
 docuSign@mhs.net
 IP Address: 205.152.238.75

Record Tracking

Status: Original
 8/24/2020 11:38:11 AM

Holder: MHS Account
 docuSign@mhs.net

Location: DocuSign

Signer Events

Paola Buitron-Bouw
 PBuitronBouw@mhs.net
 Assistant General Counsel
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:
 Paola Buitron-Bouw
 1A98BB4CF4F47A...

Signature Adoption: Pre-selected Style
 Using IP Address: 205.152.238.75

Timestamp

Sent: 8/24/2020 11:45:21 AM
 Viewed: 8/26/2020 9:08:49 AM
 Signed: 8/26/2020 9:09:38 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/26/2020 9:08:49 AM
 ID: e4600df0-d0c5-4c03-909f-231c27fdb9f1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dianne Martin
 DMartin@mhs.net
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/26/2020 9:09:39 AM

Mercy Alvarez
 MerceAlvarez@mhs.net
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 3/8/2017 8:27:38 AM
 ID: 937e7991-e7a8-44f7-b0ef-58431b60403b

COPIED

Sent: 8/26/2020 9:09:39 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamps

8/26/2020 9:09:39 AM
8/26/2020 9:09:39 AM
8/26/2020 9:09:39 AM
8/26/2020 9:09:39 AM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, South Broward Hospital System d/b/a Memorial Healthcare System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact South Broward Hospital System d/b/a Memorial Healthcare System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jpasetti@mhs.net

To advise South Broward Hospital System d/b/a Memorial Healthcare System of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jpasetti@mhs.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from South Broward Hospital System d/b/a Memorial Healthcare System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jpasetti@mhs.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with South Broward Hospital System d/b/a Memorial Healthcare System

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jpasetti@mhs.net and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will

provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify South Broward Hospital System d/b/a Memorial Healthcare System as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by South Broward Hospital System d/b/a Memorial Healthcare System during the course of my relationship with you.