

This LAB TECHNOLOGY AND EQUIPMENT SUPPLY AGREEMENT (“**Agreement**”), effective as of (“**Effective Date**”), is by and between McKesson Medical-Surgical Inc., having its principal place of business at Suite 4000, Richmond, Virginia 23233 (“**Seller**”), and the Buyer listed below, having its principal place of business at the address listed below (“**Buyer**”).

1) TERM AND TERMINATION

- 1.1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for the Term of Agreement stated in the Product Order Form, or until terminated. The form Product Order Form is attached hereto as Attachment A (“**Product Order Form**”).
- 1.2. **Termination.** This Agreement may be terminated (i) by either party if the other party defaults in the performance of this Agreement, on thirty (30) days’ prior written notice to the other, specifying the nature of the default, unless such other party cures that default within the thirty (30) day period, or (ii) by Seller, without cause, upon ninety (90) days notice to Buyer. Additionally, Seller may terminate this Agreement immediately upon notice to Buyer if Buyer becomes more than sixty (60) days delinquent in payment of any fees due to Seller.

2) PRODUCT ORDER FORMS

- 2.1. **Additional Product Order Forms.** The parties may attach additional Product Order Forms to this Agreement without amendment.
- 2.2. **Termination.** An individual Product Order Form may be terminated (i) by either party if the other party defaults in its performance, on thirty (30) days’ prior written notice to the other, specifying the nature of the default, unless such other party cures that default within the thirty (30) day period, or (ii) by Seller, without cause, upon ninety (90) days notice to Buyer. Additionally, Seller may terminate a Product Order Form immediately upon notice to Buyer if Buyer becomes more than sixty (60) days delinquent in payment of any fees due to Seller.
- 2.3. **Effect of Termination on Product Order Forms.** Upon any termination or expiration of this Agreement, each Product Order Form shall automatically terminate, with no further action required by the parties.

3) LAB INFORMATION SYSTEM

- 3.1. **System.** Seller will provide Buyer with access to the lab information system listed on the Product Order Form (“**System**”). Details regarding Buyer’s access to and use of the System, including any software, hardware, and interfaces provided by the licensor or required of Buyer, are included in the terms and conditions agreed upon between Buyer and the licensor of the System (the “**System Agreement**”).
- 3.2. **Payment Terms.** The payment details for the System(s) and any miscellaneous system fees are listed on the Product Order Form. All payments for the System(s) and any miscellaneous system fees are due within Net 30, unless otherwise noted in the Product Order Form.

4) EQUIPMENT (if applicable)

- 4.1. **Pricing.** Seller agrees to sell and Buyer agrees to purchase, itself or through a leasing arrangement, at the Quoted Price Per Unit the equipment listed on each Product Order Form (“**Equipment**”) attached to this Agreement. Seller’s prices do not include sales, use, excise, or similar taxes.
- 4.2. **Payment Terms.** All payments for the Equipment are due within Net 30, unless otherwise noted in the Product Order Form.
- 4.3. **Delivery Date.** Delivery and completion schedules provided by Seller are approximate only and are based on conditions at the time of acceptance of Buyer’s order.
- 4.4. **Delay in Acceptance of Delivery.** Should the agreed delivery date of Equipment be postponed by Buyer, Seller shall have the right to deliver Equipment to a storage area at Buyer’s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver to such storage area.
- 4.5. **Escalation.** Unless otherwise agreed to in writing, except for Equipment to be delivered within ninety (90) days of Seller’s acceptance of Buyer’s order, Seller reserves the right to increase its prices to those in effect at the time of shipment.
- 4.6. **Security Interest.** Unless the Equipment was purchased by Buyer through a leasing arrangement, Buyer hereby grants to McKesson Corporation, a Delaware corporation, for itself and as collateral agent for each of its affiliates, including but not limited to, McKesson Medical-Surgical Inc. and McKesson Medical-Surgical Minnesota Supply Inc. (“**McKesson**”), a security interest in and lien on all of Buyer’s right, title, and interest in and to the Equipment and all products and proceeds thereof, as security for Buyer’s payment obligations hereunder. Buyer hereby authorizes McKesson to file any UCC financing statement or amendment that McKesson considers necessary to perfect or protect such security interest. If Buyer defaults under this Agreement, Seller has all rights and remedies under applicable law for enforcement of its security interest, which may include the right to self-help repossession of the Equipment.
- 4.7. **Changes, Cancellation, And Return.**

- 4.7.1. Orders for Equipment accepted by Seller are not subject to change, except upon written agreement.
- 4.7.2. Orders for Equipment accepted by Seller are non-cancellable by Buyer except upon Seller's written consent and payment by Buyer of Seller's cancellation charges of up to twenty-five percent (25%) of the price of the affected Equipment, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Buyer or Equipment be returned to Seller after shipment has been made from the supplier of such Equipment.
- 4.8. Equipment Installation – Additional Charges.
- 4.8.1. Installation by Seller: The following applies if Seller or its authorized subcontractor install Equipment: Subject to fulfillment of the obligations set forth in Section 4.8.3 (Buyer's Obligations) below, Seller or the authorized subcontractor shall install Equipment covered hereby and connect same to the requisite safety switches and power lines to be installed by Buyer. Except as otherwise specified below, if such installation and connection are performed by Seller or the authorized subcontractor's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the continental United States and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown and the responsibility of Buyer.
- 4.8.2. Trade Unions: If a trade union, or unions, prevent Seller or its authorized subcontractor from performing the above work, Buyer shall make all required arrangements with the trade union, or unions, to permit Seller or the authorized subcontractor's completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by Buyer and Seller or its authorized subcontractor's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.
- 4.8.3. Buyer's Obligations: Buyer shall at its expense, provide all necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of Equipment. Additionally, Buyer shall provide free access to the premises of installation, and if necessary, safe space thereon for storage of products and equipment prior to installation by Seller or its authorized subcontractor. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, the same shall be performed or procured by Buyer at Buyer's expense. In the event that Seller or its authorized subcontractor is requested to supervise the installation, it remains Buyer's responsibility to comply with local regulations. Seller, or its authorized subcontractor, is not an architect and all drawings furnished by Seller or its authorized subcontractor are not construction drawings.
- 4.8.4. Regulatory Reporting: In the event that any regulatory activity is performed by other than Seller authorized personnel, Buyer shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.
- 4.8.5. Completion of Installation: Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures. Notwithstanding the foregoing, first use of the products by Buyer, its agents or employees for any purpose after delivery, without the express written approval of Seller, shall constitute completion of installation.

5) CONSUMABLES AND REAGENTS, if applicable

- 5.1. Purchase Commitment and Pricing. Buyer will purchase any and all of the items, including reagents, needed to operate the Equipment ("**Consumable Products**") from Seller, including those Consumable Products submitted by Buyer on a Product Order Form, as provided in this Section 4.
- 5.1.1. Pursuant to Placement Agreement: Seller, as an authorized dealer of the Consumable Products, agrees to provide to Buyer and Buyer agrees to purchase from Seller such Consumable Products as described in the placement agreement between Buyer and the manufacturer of the Equipment and/or Seller ("**Placement Agreement**"). Seller may review Buyer's purchase commitment of Consumable Products and take action as to Buyer's failure to comply with such purchase commitment as consistent with the Placement Agreement.
- 5.1.2. Pursuant to this Agreement: If the Placement Agreement does not provide pricing and/or purchase commitment information, Seller agrees to provide such Consumable Products to Buyer for the term of the agreement at the prices listed on the Product Order Form, provided that such pricing is subject to adjustment in the event supplier costs increase. Buyer agrees to purchase Consumable Products in the quantities listed on the Product Order Form within the time periods listed on the Product Order Form. Seller will review Buyer's compliance with this purchase commitment on a quarterly basis, and reserves the right to ship to Buyer and invoice Buyer for any Consumable Products that have not been ordered in compliance with this purchase commitment before the end of each quarter.
- 5.2. Reagent Discounts. Seller will provide Buyer with the discount(s) listed on the Purchase Order Form, as applicable. These discounts are in addition to any discounts included in the pricing reflected in the Product Order Form. Buyer agrees that the applicable system or construction is integral to Buyer's meaningful use of the Equipment with Buyer's health information technology systems or that the applicable discounted Consumable Products are necessary to test and validate the Equipment prior to Buyer's use. If required by the manufacturer or otherwise, Buyer must provide Seller with a paid invoice evidencing Buyer's purchase of the applicable system or construction.

6) MISCELLANEOUS

- 6.1. Other Terms. If the parties agree to other and/or different terms than as stated herein, such terms and conditions shall be described in the Product Order form as **"Other Terms"**.
- 6.2. Time is of the Essence: Time is of the essence in the payment and performance of this Agreement.
- 6.3. **DISCLAIMER.** SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE SYSTEM OR ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. BUYER WILL LOOK TO THE LICENSOR OF THE SYSTEM OR MANUFACTURER OF THE PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN SELLER) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT. BUYER SHALL NOT HOLD SELLER LIABLE FOR ANY DEFECT IN THE SYSTEM, PRODUCTS OR SERVICES, REGARDLESS OF KIND. CUSTOMER AGREES TO FILE SOLELY WITH THE LICENSOR OF THE SYSTEM, MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN SELLER) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF THE SYSTEM, PRODUCTS OR SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- 6.4. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, INTERRUPTION OF SERVICE, LOSS OF USE, BUSINESS, PROFITS OR REVENUE, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT LEADING TO SUCH LIABILITY.
- 6.5. Compliance With Laws. Nothing in this Agreement will be construed as requiring Seller to perform any obligations hereunder or engage in any action or omission that Seller reasonably determines as violating any applicable laws or putting Seller in jeopardy of violating any applicable laws. Seller will have the right, within its sole and absolute discretion, to immediately terminate this Agreement, in whole or in part, without liability if continued performance of any part of this Agreement would violate any laws or put Seller in jeopardy of violating any laws. Buyer will comply with all applicable laws in any way relating to the transactions to be performed under this Agreement or to the maintenance of Buyer's records relating thereto.
- 6.6. Waiver. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.
- 6.7. Entire Agreement. Seller's terms of sale referenced on Seller's invoice shall apply to all purchases of System(s), Equipment, and Consumable Products under this Agreement, unless Buyer is participating in a group purchasing program for which Seller has executed a group purchasing agreement with the applicable GPO, in which case the documents will control in the following order: the Product Order Form, this Agreement, the applicable group purchasing agreement, and then the terms of sale referenced on Seller's invoice. This Agreement may not be modified, supplemented or extended except by a writing signed by both parties. This Agreement supersedes any and all prior Seller agreements and discount plans in which Buyer may currently be participating.

IN WITNESS WHEREOF, the parties have signed and dated this Agreement in the spaces below.

Buyer: HIDALGO COUNTY HEALTH DEPARTMENT

By: *Richard F Cortez*

Printed Name: Richard F Cortez

Title: Hidalgo County Judge

Date: Sep 18, 2023

Bill To Address: 1304 S 25TH AVE BLDG B., EDINBURG TX 78542-7205

Bill To #: 58880337

MCKESSON DocuSigned by: **INC.**

By: *Deborah S. Haywood*

By: DF69AEC1C2D4447...

Printed Name: Deborah Haywood

Title: GM, Vice President, Government

Date: 9/14/2023

Account Manager's Name: Anita Roussel

Attachment A: Product Order Form

Please check here if you would like to be contacted about having a standing order for the Consumable Products.

Contact Name: _____

Contact Number: _____

Product Order Form

This Product Order Form is attached to the Lab Technology and Equipment Supply Agreement between Buyer and McKesson Medical-Surgical Inc., and is governed by the terms and conditions contained therein.

Buyer:	HIDALGO COUNTY HEALTH DEPARTMENT	Bill To #:	58880337
Date:	09/13/2023	Ship To #:	87472442
Location:	1304 S 25TH AVE BLDG B., EDINBURG TX 78542-7205	Quote Number:	355400089
Quote Date:	09/13/2023	Pricing Per Sourcewell Contract 022422-MML	

System Payment Terms (Miscellaneous Fees):

Description	McKesson Item #	Quantity	List Price Per Unit	Quoted Price Per Unit	Extended Price
LabDAQ LIS Software Package	TBD	1	N/A	\$125,188.00	\$125,188.00
Prepaid Annual Maintenance - (Month 13-36)	TBD	2	N/A	\$12,518.80	\$25,037.60
Total:					\$150,225.60

Term of Agreement: Perpetual**GPO:** n/a**Payment Terms:** Net 30**Other Terms:**

- Prices for Consumable Products not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.
- Seller reserves the right to withdraw this Agreement if it is not executed within thirty (30) days.
- Promotional pricing is subject to promotional dates. Pricing Per Sourcewell Contract 022422-MML

ACKNOWLEDGED AND AGREED BY BUYER:

By: Richard F Cortez
 Printed Name: Richard F Cortez
 Title: Hidalgo County Judge
 Date: Sep 18, 2023

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON August 22, 2023.

Agenda Item No. 91665

Executive Office: MS

VENDOR:

McKesson Medical-Surgical Inc

Deborah S. Haywood
DF69AEC1C2D4447...

Name, Title

Deborah Haywood, GM, Vice President, Government

COUNTY:

COUNTY OF HIDALGO

Richard F. Cortez

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

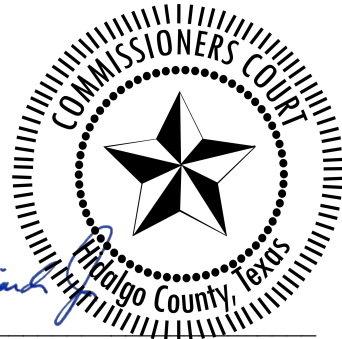
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

Michelle Lopez

Michelle Lopez (Sep 15, 2023 08:27 CDT)

Michelle Lopez, Assistant District Attorney

ATTEST:



Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

Minutes

SUPPLEMENTAL SIGNATURES:

(If Applicable)

by Project Engineer HC Drainage District No.1, with the authority for County Judge to sign all required documentation.

F. IT Department

OK ✓

- 1. AI-92084 Requesting approval to purchase Cisco Duo Subscription and hardware tokens through HC's membership with DIR Cooperative Contract (DIR-TSO-4167) from Insight Public Sector, in the total amount of \$197,657.50.
- 2. AI-91979 Requesting approval to renew the maintenance agreement with SHI Information Technology Solutions and Services for NEOGOV through OMNIA Cooperative Contract No. (2018011-02) in the amount of \$113,635.45.

G. Health & Human Services Dept.

OK ✓

- 1. AI-91989 Requesting approval to exercise the thirty (30) day "Termination Notice" as stated in the "Lease Agreement" with CHCT Texas, LLC as requested by Hidalgo County Health and Human Services Department due to services no longer being needed (C-21-0480-06-15).
- 2. AI-91996 Requesting acceptance and approval of the best and final negotiated offer meeting all requirements for a service agreement between Hidalgo County and H-E-B Rxtra Advantage for Prescription Drug Services, with authority for County Judge to sign any additional documents (C-23-0214-08-2).

APPROVED

- 3. AI-91665 A. Requesting approval of Lab Technology & Equipment Agreement between HC Health Department and McKesson Medical-Surgical Inc. for the purchase of LabDAQ LIS Software Package and Prepaid Annual Maintenance from their distributor McKesson through HC'S membership with Sourcewell Cooperative (#022422-MML) in the amount of \$150,255.60 with authority for the County Judge to sign all required documents.
- B. Requesting approval to enter into a thirty-six (36) month Software License and Service Agreement between HC Health Department and CompuGroup Medical Inc. (CGM) for the prepaid annual maintenance of the LabDAQ equipment with authority for the County Judge to sign all required documents.

H. Facilities Management

OK ✓

- 1. AI-92070 Requesting approval to award job order contractor, Rio United Builders, LLC through HC membership with TIPS (JOC Contract 211001), for the "Weslaco Health and WIC Clinic Parking Lot Improvements project", in the amount of \$50,580.00, with authority to issue Notice to Proceed upon receipt of the required payment bond.
- 2. AI-92018 Requesting approval to award job order contractor, G & S Glass, LLC through HC membership with TIPS (JOC Contract 211001), for the "Hidalgo County Annex III Wet Glazing of Glass to Frame project", in the amount of \$72,728.71, with authority to issue a Notice to Proceed upon receipt of the required payment bond.



Ived Sepulveda <ived.sepulveda@co.hidalgo.tx.us>

23-0301 LabDAQ LIS Software Package & Annual Maintenance

Michelle Spychalla <Michelle.Spychalla@sourcewell-mn.gov>

Thu, Aug 10, 2023 at 1:05 PM

To: Ived Sepulveda <ived.sepulveda@co.hidalgo.tx.us>, Lindsey Meech <Lindsey.Meech@sourcewell-mn.gov>

Ived,

I apologize for the delay in my response. Thank you for inquiring about our [Sourcewell Awarded McKesson Government Contract #022422-MML](#). I have verified with my national point of contact at McKesson that your proposal is covered on and compliant with the established contract. MMSGs has offered a 20% discount for all products and services for this contract with some exceptions. You can see the pricing details outlined in Table 11 on page 33 of the [contract](#). Please let me know if you have any additional contract inquiries. McKesson has an online ordering site SMO/Supply Manager Online that lists all the products McKesson offers. If you need to establish an account through the SMO portal, your sales representative from McKesson will be able to assist.

Thank you,

Michelle

Michelle Spychalla | Supplier Development Administrator

Office: 218-895-4173 | Cell: 320-491-4712

Website: sourcewell-mn.gov

From: Ived Sepulveda <ived.sepulveda@co.hidalgo.tx.us>**Sent:** Wednesday, August 2, 2023 9:11 AM**To:** Lindsey Meech <Lindsey.Meech@sourcewell-mn.gov>; Michelle Spychalla <Michelle.Spychalla@sourcewell-mn.gov>**Subject:** 23-0301 LabDAQ LIS Software Package & Annual Maintenance

EXTERNAL

[Quoted text hidden]

Contract Information

Cooperative Name	Sourcewell
Contract Name	Medical supplies, healthcare solutions, distribution & resources
Contract Number	022422-MML
Contract Term	04/30/2022 - 04/30/2026
Categories	Health & Science Health & Science: Medical Supplies Health & Science: Science & Lab

Benefits

Sourcewell contract 022422-MML gives access to the following types of goods and services:

- Medical supplies
- Pharmaceuticals
- Diagnostic instruments
- Diagnostic supplies
- Distribution services
- Ambulatory equipment
- Personal protective equipment
- Clinical resources
- Healthcare solutions
- Instruments











C-23-0301-08-22 McKesson Medical-Surgical Inc.

Final Audit Report


2023-09-18


Created:	2023-09-14
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXUzrmFtKrxIW2TzXJstbMb254NcXygAb


"C-23-0301-08-22 McKesson Medical-Surgical Inc." History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2023-09-14 - 9:13:12 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2023-09-14 - 9:18:20 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2023-09-14 - 9:22:03 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2023-09-14 - 9:22:11 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2023-09-14 - 9:22:14 PM GMT
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2023-09-15 - 1:27:32 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2023-09-15 - 1:27:51 PM GMT
-  Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2023-09-15 - 1:27:53 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature
2023-09-15 - 1:27:55 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us
2023-09-15 - 1:33:50 PM GMT





 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez
2023-09-18 - 2:48:08 PM GMT


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Signature Date: 2023-09-18 - 2:48:10 PM GMT - Time Source: server


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2023-09-18 - 2:48:12 PM GMT


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2023-09-18 - 3:00:46 PM GMT


 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza
2023-09-18 - 8:31:17 PM GMT


 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2023-09-18 - 8:31:19 PM GMT - Time Source: server


 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2023-09-18 - 8:31:21 PM GMT


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2023-09-18 - 8:33:35 PM GMT


 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2023-09-18 - 8:34:18 PM GMT

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Signature Date: 2023-09-18 - 8:34:20 PM GMT - Time Source: server

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2023-09-18 - 8:34:23 PM GMT

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2023-09-18 - 8:35:08 PM GMT

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Approval Date: 2023-09-18 - 8:35:32 PM GMT - Time Source: server

 Agreement completed.
2023-09-18 - 8:35:32 PM GMT

