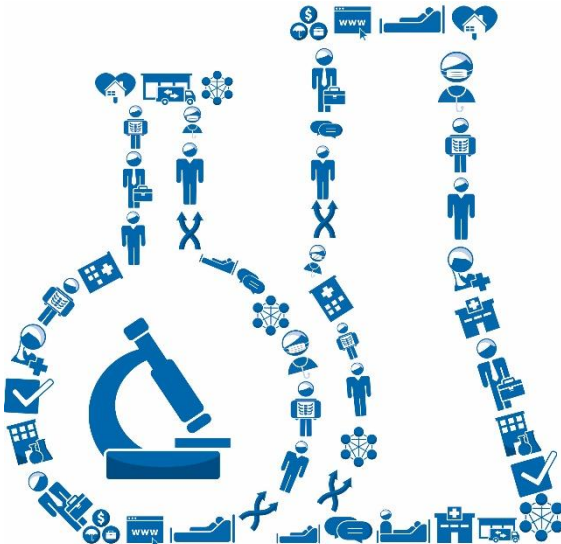


Proposal

Prepared by McKesson Medical-Surgical exclusively for:

CLINTON REGIONAL HOSPITAL

**100 NORTH 30TH,
CLINTON, OK 73601**



McKesson Medical-Surgical Inc. is an affiliate of the McKesson Corporation. McKesson Corporation, currently ranked 5th on the FORTUNE 500, is a global leader in healthcare supply chain management solutions, retail pharmacy, community oncology and specialty care, and healthcare information technology.

McKesson Medical-Surgical works with labs, health systems, physician offices, extended care providers, in-home patients, payers and others across the spectrum of care to build healthier organizations that deliver better care to patients in every setting. McKesson Medical-Surgical helps its customers improve their financial, operational and clinical performance with solutions that include pharmaceutical and medical-surgical supply management, healthcare information technology and business and clinical services.

For more information, visit mms.mckesson.com.

Table of Contents

COVER PAGE..... 2

LAB EQUIPMENT SUPPLY AGREEMENT 3

ATTACHMENT A..... 5



McKesson Medical Surgical
 9954 Mayland Drive, Suite 4000, Richmond, VA
 mms.mckesson.com

CLINTON REGIONAL HOSPITAL

100 NORTH 30TH,
 CLINTON, OK 73601

Prepared by: Eric Dulaney
 Prepared Especially for: MIke Thomas
 Date Prepared: 8/21/2023
 Quote Number: CPQ-53886

Hematology - Sysmex

Quantity	UOM	Description	Unit Price	Extended Price
1	EA	Analyzer, Hematology Xn-550 Automated Sysmex	\$53,500.00	\$53,500.00
1	EA	License, Reticulocyte Software	\$5,000.00	\$5,000.00
1	EA	License, Body Fluid Software	\$5,000.00	\$5,000.00
1	EA	DC-1 Analyzer Kit, Cellavision	\$42,000.00	\$42,000.00
1	EA	Sysmex Let's Go Promo - Discount 10% valid through 10/25/2023	\$(10,550.00)	\$(10,550.00)
1	EA	XN-550, Service Type: Warranty, Level: Beyond Care, Start year: 1, # of years: 1	\$0.00	\$0.00
1	EA	DC-1, Service Type: Warranty, Level: Beyond Care, Start year: 1, # of years: 1	\$0.00	\$0.00
1	EA	XN-550, Training Site: VILT, Air Paid: N/A, Total Slots: 10	\$0.00	\$0.00
1	EA	DC-1, Training Site: eLearning, Air Paid: N/A, Total Slots: 10	\$0.00	\$0.00
1	EA	Shipping	\$0.00	\$0.00
Hematology - Sysmex Total				\$94,950.00

Grand Total	\$94,950.00
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This LAB EQUIPMENT SUPPLY AGREEMENT (“**Agreement**”), effective as of the date of execution by Buyer (“**Effective Date**”), is by and between McKesson Medical-Surgical Inc., having its principal place of business at 9954 Mayland Drive, 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.** This Agreement shall commence on the Effective Date and shall remain in effect for the term specified in Attachment A, until terminated 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.

2. **Equipment.**

2.1. **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. The form Product Order Form is attached hereto as Attachment A (Product Order Form).

2.2. **Payment Terms.** The payment terms for Equipment are listed on the Product Order Form. If no payment term is listed, Seller’s standard payment terms as listed in its terms of sale on the back of the invoice shall apply.

2.3. **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.

2.4. **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.

2.5. **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.

2.6. **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.

2.7. **Changes, Cancellation, And Return.**

2.7.1. Orders for Equipment accepted by Seller are not subject to change, except upon written agreement.

2.7.2. 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.

2.8. **Installation – Additional Charges**

2.8.1. **Installation by Seller:** The following applies if Seller or its authorized subcontractor install Equipment: Subject to fulfillment of the obligations set forth in Section 2.8.3 (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.

2.8.2. **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.

2.8.3. **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.

2.8.4. **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.

2.8.5. 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.

3. **Consumables and Reagents.**

3.1. **Purchase Commitment and Pricing.** Buyer will purchase any and all of the items, including reagents, needed to operate the Instrument (“Consumable Products”) from Seller, including those Consumable Products submitted by Buyer on a Product Order Form, as provided in this Section 3.

3.1.1. 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 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.

3.2. **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.

4. **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”.

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. **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.

7. **Entire Agreement.** Seller’s terms of sale on the reverse side of its invoice shall apply to all purchases of 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: this Agreement, the applicable group purchasing agreement, and then the terms of sale on the reverse side of 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.

CLINTON REGIONAL HOSPITAL

MCKESSON MEDICAL-SURGICAL INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Bill To Address: _____

Account Manager’s Name: Eric Dulaney

Bill To #: 91775644

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 Equipment Supply Agreement between Buyer and McKesson Medical-Surgical Inc, and is governed by the terms and conditions contained therein.

Customer: CLINTON REGIONAL HOSPITAL
Date: 8/21/2023
Location: 100 NORTH 30TH,
 CLINTON, OK 73601
Quote Date: 8/18/2023

Bill To: 91775644
Ship To: 91775645

Quote Number: Q-00039704

Equipment Purchased:

Equipment Description	MMS Item #	Catalog #	Quantity	List Price Per Unit	Quoted Price Per Unit	Extended Price
Analyzer, Hematology Xn-550 Automated Sysmex	1065538	XN-550	1	\$110,000.00	\$53,500.00	\$53,500.00
License, Reticulocyte Software	1066132	XNL_RET_LICENSE	1	\$10,000.00	\$5,000.00	\$5,000.00
License, Body Fluid Software	1066126	XNL_BF_LICENSE	1	\$10,000.00	\$5,000.00	\$5,000.00
DC-1 Analyzer Kit, Cellavision	1198695	DC-1KIT	1	\$70,000.00	\$42,000.00	\$42,000.00

Equipment Subtotal: \$105,500.00
 Returned Equipment: (\$0)
 Sysmex Let's Go Promo - Discount 10% valid through 10/25/2023: \$(10,550.00)
 Equipment Shipping & Handling: \$0.00
Equipment Total Price: \$94,950.00

Term of Agreement: 60 Months

GPO: premier

Payment Terms for Equipment Listed: Net 30

Service: Service (if any) is provided by the manufacturer of the Equipment, not Seller.	Equipment Serviced	Service Type	Service Level	Quantity	Service Duration	Start Year/ Months	Number of Years/ Months	Service Price (Annual) Per Instrument
	XN-550	Warranty	Beyond Care	1	Years	1	1	0.00
	XN-550	Extended Service	Beyond Care	1	Years	2	4	7,384.13
	DC-1	Warranty	Beyond Care	1	Years	1	1	0.00
	DC-1	Extended Service	Beyond Care	1	Years	2	4	3,543.75

Training: Training (if any) is provided by the manufacturer of the Equipment, not Seller.	Equipment	Training Site	Paid By:	Total Training Slots	Training Price (Annual)
	XN-550	VILT	N/A	10	0.00
	DC-1	eLearning	N/A	10	0.00

Consumable Products:	MMS Item #	Catalog #	Description	Unit of Measure	Reagent Annual Patient Volume	Reagent Total Tests/Year	Reagent Cost/Test	Total Kits/Year	Cost/Kit	Total Annual Spend
	1066131	213569	XN-L CHECK; 12 x 3.0mL (3 levels)	EA				8.00	375.00	\$3,000.00
	841055	213516	XN CHECK BF 6 x 3.0 ml LEVEL 1, 2 (3 ea)	EA				6.00	343.56	\$2,061.36
	1057982	CF579595	CELLCLEAN AUTO 20 X 4 mL	BX				3.00	24.00	\$72.00
	841033	BN337547	FLUOROCELL	EA				4.00	307.36	\$1,229.44

			RET 2 x 12 mL							
841034	BT965910		CELLPACK DFL 2 x 1.5 L	EA				7.00	28.40	\$198.80
1195265	CV377552		FLUOROCELL WDF 2 x 42 mL	BX				3.00	470.45	\$1,411.35
942801	ZA900001		LYSERCELL WDF 5L	EA				7.00	27.77	\$194.39
1192822	BJ350971		SULFOLYSER 2 x 1.5L	BX				4.00	135.39	\$541.56
953155	DCL-310A		CELLPACK DCL 10L	EA				33.00	26.66	\$879.78

Total Annual Spend: \$9,588.68

Other Terms:

Total Annual Commitment: \$0.00

- Prices for Consumable Products not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.
- This proposal expires thirty (30) days from the Quote Date. Seller reserves the right to withdraw this Agreement if it is not executed within such thirty (30) days.
- Promotional pricing is subject to promotional dates.

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

CLINTON REGIONAL HOSPITAL

By: _____
 Printed Name: _____
 Title: _____
 Date: _____
 Bill To Address: _____
 Bill To #: 91775644

MCKESSON MEDICAL-SURGICAL INC.

By: _____
 Printed Name: _____
 Title: _____
 Date: _____
 Account Manager's Name: Eric Dulaney