

This Agreement entered into as of the 1st of January in the year of 2021.

**MASTER AGREEMENT**

*between*

**Cooperative Council of Governments**

6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

*and*

**McKesson Medical-Surgical Government Solutions LLC.**

9954 Mayfield Drive  
Suite 5176  
Henrico, Virginia 23233

*and*

**Equalis Group LLC**

5550 Granite Parkway, Suite 298  
Plano, Texas 75024

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THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of January 1, 2021 (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), McKesson Medical-Surgical Government Solutions LLC., a Delaware corporation with its principal place of business at 9954 Mayland Drive, Suite 5176, Henrico, Virginia 23233 ("**MMSGs**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, MMSGs, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## **SECTION 1. RECITALS**

- A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.
- C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.
- D.** Equalis Group will make available the Master Agreement to Equalis Healthcare Member ("**Equalis Healthcare Member**") Program Participants defined as i) a "Health Care Provider" as that term is defined at 42 CFR 160.103; (ii) an "Academic Medical Center" as that term is defined at 42 CFR 411.355(e); (iii) a faculty practice plan or other formal or informal alliance of health care professionals that provides health care services to patients referred to an Academic Medical Center; or (iv) any other entity that provides health care services which are reimbursed in whole or in part by any state, federal or private insurance healthcare program.
- E.** Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.
- F.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.
- G.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

H. CCOG issued request for proposal (“RFP”) #COG-2107 dated October 2, 2020 for contracting on behalf of Equalis Group Participants for medical, surgical, laboratory, and pharmaceutical supplies. Equipment, and services (“Products & Services”) and awarded a contract to MMSGGS as the lowest responsive and responsible bidder.

I. MMSGGS desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

J. CCOG and Equalis agree to make the Products & Services from MMSGGS available to Equalis Group Participants and MMSGGS agrees to provide the same to Equalis Group Participants who purchase Products & Services (“Program Participants”) subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**2.1. Appendices.** MMSGGS agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Master Agreement and the appendices attached hereto and made a part of this Master Agreement (if one, an “Appendix” or more, “Appendices”).

- (i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

**2.2. Terms in Appendices.** In all cases where the terms of this Master Agreement and any Appendices disagree, the terms in the Appendix shall control.

**2.3. Utilization of Products & Services.** Purchases of the Products & Services from MMSGGS may only be made by any Equalis Group Participant upon execution of such credit applications, forms, agreements, appendices, or other documentation (“Customer Agreements”) as mutually agreed upon by MMSGGS and Equalis.

**2.4. Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by MMSGGS. MMSGGS agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

**2.5. Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. MMSGGS agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

## SECTION 3. TERMS & CONDITIONS

**3.1. Reporting and Disclosure Obligations.** EQUALIS HEALTHCARE MEMBERS MAY RECEIVE DISCOUNTS OR OTHER REDUCTIONS IN PRICE IN CONNECTION WITH ITS PURCHASES OF PRODUCTS UNDER THIS AGREEMENT, AND SUCH PURCHASES MAY ALSO QUALIFY EQUALIS HEALTHCARE MEMBERS FOR DISCOUNTS OR OTHER REDUCTIONS IN PRICE ON CERTAIN PURCHASES MADE PURSUANT TO A

SUPPLY AGREEMENT BETWEEN A EQUALIS HEALTHCARE MEMBERS AND MMSGs SUBJECT TO TERMS AND CONDITIONS THEREOF. EQUALIS ACKNOWLEDGES THAT EQUALIS HEALTHCARE MEMBERS WILL BE RESPONSIBLE FOR REPORTING ALL PRICES, DISCOUNTS, AND REBATES PURSUANT TO THIS AGREEMENT AND PURSUANT TO ANY SUPPLY AGREEMENT BETWEEN EQUALIS HEALTHCARE MEMBERS AND MMSGs, TO REIMBURSING AGENCIES TO THE EXTENT REQUIRED BY LAW OR REGULATION, INCLUDING MEDICARE AND MEDICAID, AND OTHER ENTITIES, MAINTAINING RECORDS THEREOF, AND PROVIDING INFORMATION TO REIMBURSING AGENCIES, IN ACCORDANCE WITH ALL APPLICABLE LAWS. ANY PRICE REDUCTION OR DISCOUNT PROGRAM DESCRIBED IN THIS AGREEMENT OR ANY SUPPLY AGREEMENT BETWEEN A EQUALIS HEALTHCARE MEMBERS AND MMSGs IS INTENDED TO BE A DISCOUNT WITHIN THE MEANING OF APPLICABLE FEDERAL AND STATE ANTI-KICKBACK LAWS, INCLUDING, 42 U.S.C. §1320A-7B(B) AND THE DISCOUNT SAFE HARBOR PROMULGATED THEREUNDER AND CURRENTLY FOUND AT 42 C.F.R. §1001.952(H). EQUALIS WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE AVAILABLE INFORMATION ON ALL REBATES OR DISCOUNT PROGRAMS THAT MAY EFFECT NET COST OF PRODUCTS FOR EQUALIS HEALTHCARE MEMBERS.

**3.2. Independent Contractors.** In the performance of this Master Agreement, MMSGs shall be an independent contractor to CCOG and Equalis, and shall not be or act as, or be deemed to otherwise be an agent, employee, or representative of CCOG, Equalis, or any Equalis Group Participant. CCOG and Equalis shall be independent contractors to MMSGs, and shall not be or act as, or be deemed to be agents, employees, or representatives of MMSGs. MMSGs's employees will not be deemed to be CCOG's and/or Equalis's employees or employees of any Equalis Group Participant, and CCOG's and Equalis's employees will not be deemed to be MMSGs's employees. Nothing contained in an Appendix or this Master Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of the other Parties' performance. No partnership, joint venture, or other relationship between the Parties or any Equalis Group Participant is created hereby.

**3.3. Operational Control.**

(a) **MMSGs Control.** As between the Parties, MMSGs shall have sole and exclusive control over the manner in which MMSGs and its employees, agents, subcontractors, and suppliers perform its responsibilities under this Agreement. MMSGs shall engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that MMSGs furnishes the types and quantities of Products & Services specified in **Appendix B** to all Program Participants purchasing Products & Services throughout the Term of this Master Agreement and MMSGs executes its roles and responsibilities in accordance with any Customer Agreements. Such individuals shall not be considered employees or subcontractors of CCOG, Equalis, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by MMSGs.

(b) **Equalis Control.** As between the Parties, Equalis shall have sole and exclusive control over the manner in which Equalis and its parent company, employees, agents, subcontractors, and suppliers perform its responsibilities under this Master Agreement. Equalis shall engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith. Such individuals shall not be considered employees or subcontractors of CCOG, MMSGs, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Equalis.

(c) **Taxes.** Except as otherwise specified herein, each Party shall be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related

protection with respect to those employees engaged by that Party pursuant to the performance of this Master Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees, agents, subcontractors, and suppliers.

**3.4. Technical Systems; Intellectual Property.** MMSGGS shall retain title to its proprietary systems and methodologies used in connection with the delivery of Products & Services during the course of this Master Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by MMSGGS or licensed to MMSGGS by a third Party and incorporated into any sale of Products & Services (“**MMSGGS Systems and Methods**”). As needed, MMSGGS shall grant Program Participants a revocable, limited use license to use MMSGGS’s customer ordering system in accordance with MMSGGS’s standard terms and conditions of use.

**3.5. Confidentiality.**

(a) **Obligation.** The Parties agree that they will maintain confidentiality obligations with respect to their respective employees, agents, subcontractors and suppliers that are substantially similar to the confidentiality obligations set forth herein. For the avoidance of doubt, in no case is Equalis or CCOG permitted to use or disclose, directly or indirectly, MMSGGS’s customer sales price information in the development, operation, support or marketing of a marketplace or exchange, including without limitation disclosure to an operator/developer of a marketplace or exchange, regardless of whether such operator/developer was acting as a consultant to Equalis or CCOG or is otherwise affiliated with Equalis or CCOG. MMSGGS reserves the right to limit line item detail in the event Equalis or CCOG becomes affiliated with a marketplace or exchange.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**3.6. Indemnification.**

(a) **MMSGGS Indemnification.** MMSGGS will indemnify, defend, and hold CCOG and Equalis harmless from and against any and all losses, damages, fines penalties, costs, claims and expenses (including costs of defense, settlement, and reasonable attorneys’ fees) (collectively, Losses”) incurred by CCOG and/or Equalis which arise from claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits of third parties alleging damage to or destruction of any property, or bodily injury (including death) to the extent such Losses are solely caused by MMSGGS’s gross negligence or willful misconduct in the performance of MMSGGS’s obligations under a Contract with the CCOG and Equalis. This indemnity shall be limited to the extent any such Losses are determined to have arisen out of or resulted from CCOG and/or Equalis’s gross negligence, recklessness or willful misconduct.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG will indemnify, defend, and hold MMSGGS harmless from and against any and all Losses incurred by MMSGGS which arise from claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits of third parties alleging damage to or destruction of any property, or bodily injury (including death) to the extent such Losses are solely caused by CCOG's gross negligence or willful misconduct in the performance of CCOG's obligations under a Contract with the MMSGGS. This indemnity shall be limited to the extent any such Losses are determined to have arisen out of or resulted from MMSGGS's gross negligence, recklessness or willful misconduct.

(c) **Equalis Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Equalis will indemnify, defend, and hold MMSGGS harmless from and against any and all Losses incurred by MMSGGS which arise from claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits of third parties alleging damage to or destruction of any property, or bodily injury (including death) to the extent such Losses are solely caused by Equalis's gross negligence or willful misconduct in the performance of Equalis's obligations under a Contract with the MMSGGS. This indemnity shall be limited to the extent any such Losses are determined to have arisen out of or resulted from MMSGGS's gross negligence, recklessness or willful misconduct.

### **3.7. Notice & Opportunity to Defend; Limitations & Thresholds.**

(a) **Notice; Opportunity.** A party's right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim.

(b) **Liability.** LIMITATION OF LIABILITY. IN NO EVENT WILL MMSGGS BE LIABLE IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS, AND WHETHER OR NOT MMSGGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE PROVISION OF SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**3.8. MMSGGS Insurance.** During the Term of this Master Agreement, MMSGGS, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in MMSGGS's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, MMSGGS's provision of Products & Services to Program Participants. MMSGGS shall endeavor to provide written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or reduction of any insurance or limits required in this agreement. MMSGGS shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. MMSGGS shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.



**3.9. Disclaimer.** MMSGs MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. EQUALIS AND EACH PROGRAM PARTICIPANT WILL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN MMSGs) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MMSGs HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.

NEITHER EQUALIS NOR A PROGRAM PARTICIPANT WILL HOLD MMSGs LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. EQUALIS AND EACH PROGRAM PARTICIPANT AGREE TO FILE SOLELY WITH THE MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN MMSGs) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

**3.10. Termination Rights.** The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not received by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A**.

**3.11. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. MMSGs shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, MMSGs shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**3.12. Audit of MMSGs.** CCOG, whether directly or through an independent auditor or accounting firm, shall, upon thirty (30) day notice, have the right to perform audits ("Audit"), including inspection of books, records directly related to MMSGs's provision of Products & Services to Program Participants under this Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such Audits will be conducted upon reasonable notice to MMSGs and so as not to unreasonably interfere with MMSGs's business or

operations. Any such Audit under this Agreement shall occur no more than one (1) time in any twelve (12) month period and should cover only the books and records applicable to the prior eighteen (18) month period.

**3.13. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, pandemic or epidemic, labor disorder not caused by MMSGs, civil commotion, closing of the public highways not caused by MMSGs, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party, including without limitation, supply chain issues such as manufacturer backorders, discontinuations, or allocations related to high demand or short supply ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. For the avoidance of doubt, MMSGs is not a manufacturer of items and therefore is not able to prevent supply chain issues such as manufacturer backorders, discontinuations, or allocations related to high demand or short supply. Additionally, MMSGs will provide the products offered in our proposal unless MMSGs is contractually prohibited by the manufacturer to provide said products.

**3.14. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**3.15. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**3.16. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**3.17. Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

**3.18. Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that MMSGs and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either MMSGs or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and

assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

**3.19. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**3.20. Entire Agreement.** This Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. MMSGs's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

**3.21. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**3.22. Titles, Headings & Recitals.** The Preamble to this Master Agreement is hereby incorporated herein and made part of this Master Agreement. The Recitals stated within this Master Agreement are deemed to be a part of this Master Agreement. The titles and headings of the sections and paragraphs of this Master Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Master Agreement.

**3.23. Nondiscrimination & Intimidation.**

(a) MMSGs expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract, MMSGs, its subcontractors, or any person acting on a MMSGs's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) MMSGs expressly agrees that MMSGs, any of its subcontractors, or any person on behalf of MMSGs or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) MMSGs expressly agrees to include the provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

**THE COOPERATIVE COUNCIL OF  
GOVERNMENTS, INC.**

By: *Scott A. Morgan*  
Scott A. Morgan (Mar 23, 2021 09:20 EDT)

Name: Scott A. Morgan

As: CCOG Board President

Date: Mar 23, 2021

**McKESSON MEDICAL-SURGICAL  
GOVERNMENT SOLUTIONS LLC.**

DocuSigned by:  
By: *Deborah Haywood*  
5CA2CB1465654B0...

Name: Deborah Haywood

As: Vice President, Government Solutions

Date: 3/22/2021

**EQUALIS GROUP, LTD.**

By: *Eric Merkle*

Name: Eric Merkle

As: SVP

Date: Mar 23, 2021

## **APPENDIX A: TERM OF AGREEMENT; NOTICES**

This Appendix may be modified at any time with the mutual written consent of the Parties.

### **1. The Term.**

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for approximately five (5) years and expire on December 31, 2025 (the "**Termination Date**") unless extended or unless otherwise terminated or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "**Term.**"

### **2. Addresses for Notices.**

#### **a. If to CCOG:**

The Cooperative Council of Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

#### **b. If to MMSGs:**

McKesson Medical-Surgical  
Government Solutions LLC.  
Attn: Amanda Johnson,  
Contract Administration Manager  
9954 Mayland Drive, Suite 5176  
Henrico, VA 23233

and with copy to:

McKesson Medical-Surgical  
Government Solutions LLC.  
Attn: Government Bids  
[Government.Bids@McKesson.com](mailto:Government.Bids@McKesson.com)

#### **c. If to EQUALIS:**

Equalis Group, Ltd.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

## **APPENDIX B: PRODUCTS & SERVICES; PRICING**

The following terms and conditions will apply to any purchase or utilization of the Products & Services from MMSGs. This Appendix may be modified at any time with the mutual written consent of MMSGs and Equalis.

### **1. Products & Services; Pricing**

The following Product Categories & Services will be made available to Equalis Members.

\*Except for the obligation to pay money, MMSGs will not be liable to the other party for any failure or delay in performance caused by fires, shortage of materials or transportation, epidemics, government acts, acts of God, acts of terrorism, or any other matters beyond the MMSGs's reasonable control, and such failure or delay will not constitute a material breach of this Agreement. Furthermore, MMSGs is not a manufacturer of items and therefore is not able to prevent industry-standard supply chain issues such as manufacturer backorders, discontinuations, or allocations due to high demand or short supply. Additionally, MMSGs will provide the products offered in our proposal unless MMSGs is contractually prohibited by the manufacturer to provide said products.

### **PRODUCT CATEGORIES – 46% Discount off Government List Price**

Ancillary Nursing Supplies
Anesthesia & Suction
Beds and Patient Safety
Containers
CPAP
Defibrillators
Diagnostic Cardiology
Diagnostic Disposables
Diagnostic Imaging
Exam & Patient Room Furnishing
Exam Tables
Feeding Supplies
Flu
Food Service Disposables
Gauze
Gloves
Hand Hygiene/Surface Disinfect
Housekeeping
IV Therapy
Kits, Custom & Standard
Lab-Blood Glucose Meters & Sup
Lab-Chemistry
Lab-General Lab Equipment
Lab-Hematology
Lab-Immunoassay

Lab-Instrument Driven Testing
Lab-Lab Supplies
Lab-Microbiology
Lab-Molecular
Lab-Rapids
Lab-Respiratory Testing
Lab-Specimen Collection
Needles & Syringes
Office Supplies
Orthopedics
Patient Assessment/Monitoring
Personal Care
Personal Protective Equipment
Procedure Equipment
Respiratory Therapy
Rx - Asthma
Rx-Anti-Infectives
Rx-Biological/Blood Rx
Rx-Cardiology
Rx-Core Vaccines
Rx-Corticosteroids
Rx-Diabetes
Rx-Diagnostic Imaging
Rx-Nervous System
Rx-Otc And Topicals
Rx-Specialty Rx

Rx-Womens Health
Specialty Dressings
Sterile Drapes & Gowns
Sterilization
Surgical Disposables
Surgical Instruments
Table Paper
Tapes/Wraps
Textiles
Training Equipment & Supplies
Urology
Wound Closure

**SERVICES – 20% Discount off Government List Price**

The following Value Added options are available to Equalis Members. Separate agreements and/or fees may apply.

McKesson Inventory Manager <sup>SM</sup>
Bulletin Board Feature
McKesson ScanManager Plus <sup>SM</sup>
McKesson ScanManager <sup>SM</sup>
McKesson SupplyManager <sup>SM</sup>
OK to Pay Service <sup>SM</sup>
See, Switch and Save <sup>SM</sup>
Electronic Interface (EDI and cXML)

MMSGs acknowledges and agrees that, Equalis Group Participants may be enrolled in a group purchasing organization (“GPO”), in order to maximize discounts offered to such Equalis Group Participants, MMSGs shall provide access to the GPO’s supplier agreements; provided that the purchase of Products under such agreements shall be at Purchasing Group Member’s sole discretion. Each Program Participant will designate its primary group purchasing organization affiliation on a designation form provided by MMSGs.

The definition of Products & Services may be amended from time to time upon the mutual written agreement of MMSGs and Equalis.

**2. MMSGs Price Adjustments**

Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by a formal cost justification letter.

MMSGs must honor previous prices for thirty (30) days after approval and written notification from Equalis Group if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

# Agreement - McKesson and CCOG (Master) - 2021.01.01 MC signed

Final Audit Report

2021-03-23

Created:	2021-03-23
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANKoVx0Pjva5r9UtSFMAV3fg6uuHMF6n


## "Agreement - McKesson and CCOG (Master) - 2021.01.01 MC signed" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2021-03-22 - 7:27:31 PM GMT- IP address: 23.126.70.39

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Signature Date: 2021-03-23 - 1:20:36 PM GMT - Time Source: server- IP address: 66.213.22.193

 Agreement completed.

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