

**AGREEMENT FOR MEDICAL SUPPLIES, EQUIPMENT, AND PHARMACEUTICALS  
PURSUANT TO SOLICITATION BY A COOPERATIVE PURCHASING  
ORGANIZATION**

This Agreement for Medical Supplies, Equipment, and Pharmaceuticals (“Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Henry Schein, Inc., a Delaware corporation (“Provider”).

**RECITALS**

WHEREAS, the City desires to obtain services from Provider under the terms and conditions set forth in that certain RFB #2024-02, for the supply and support of medical supplies, equipment and pharmaceuticals entered into between Eagle County Health Service District, dba Eagle County Paramedic Services, Public Safety Association Inc and Provider effective June 1, 2024, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”) , a copy of which is attached hereto as Exhibit A;

WHEREAS, NRS 332.195(1)(c) permits the City to enter into a contract pursuant to a solicitation by a cooperative purchasing organization with the authorization of the contracting vendor;

WHEREAS, Provider can provide the goods that the City seeks at the rates set forth under the Original Contract; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE  
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

## SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue in effect until July 1, 2027 (“Term”), unless earlier terminated in accordance with the terms herein. The City shall pay the Provider for the products provided hereunder in accordance with the pricing terms set forth and described in Exhibit A in an amount not to exceed One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00) per fiscal year as broken down in the Schedule A below. The total not exceed amount of the Agreement is Five Hundred Twenty-Five Thousand Dollars and 00/100 (\$525,000.00). The pricing terms in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes to the products or services referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

Schedule A	
Fiscal Years:	Amount:
07/01/2024 - 06/30/2025	\$ 175,000.00
07/01/2025 - 06/30/2026	\$ 175,000.00
07/01/2026 - 06/30/2027	\$ 175,000.00
<b>Total:</b>	<b>\$ 525,000.00</b>

2.2. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by email, personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas  
Attention: Belia Guzman  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1464

To Provider: Henry Schein, Inc.  
Attention: Ryan Clark  
135 Duryea Rd.  
Melville, NY 11747  
Phone: 801-282-3002  
Email: ryan.clark@henryschein.com

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence.

2.6. The Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## 2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Provider shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

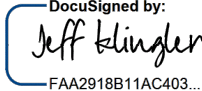
2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,  
a Nevada municipal corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

Henry Schein, Inc.,  
a Delaware corporation,

By:  \_\_\_\_\_  
Title: VP & GM, U.S. Specialty Distribution Group  
Name: Jeff Klingler

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Contract Number RFB #2024-02

Please see attached page(s).



DIRECT LINE: 917-602-4108  
GENERAL BUSINESS: 631-843-5500  
FAX: 631-843-5660

May 3, 2024

Eagle County Paramedic Services  
Attn: Cindy Barron  
56 33rd Ave S, PMB 347  
St Cloud, MN 56301

RE: Deviations for Eagle County Health Service District Request for BIDS (RFB) 2024-02 Medical Supplies, Equipment, & Pharmaceuticals (the "RFB")

Dear Cindy Barron,

Henry Schein, Inc. is a solutions company for health care professionals powered by a network of people and technology. Henry Schein has been in the medical supply business for 90 years and has over 40 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein EMS offers a full line of EMS specialty equipment and medical supplies. With several dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

As the reliance on your teams and the services they provide, by our society at large, continues to grow, Henry Schein EMS has never been prouder to support our everyday heroes and the agencies they represent. Serving EMS-Fire-Police and all aspects of public safety, we strive to provide the best-in-class experience for all our customers. Henry Schein is a global company, headquartered in Melville, New York. We help support the continuum of care worldwide, operating in 32 countries and territories and partnering with over 3,000 suppliers. Our footprint enables us to source a broad range of products and introduce innovative, cost-effective solutions. Our dedicated teams of industry experts understand your challenges and can help support the ever-changing demands on your agencies and personnel. Today and into the future, you can rely on us for:

- Med/Surge and PPE—a robust selection of the disposable products you rely on every day, including our portfolio of Henry Schein brand items offering quality products with exceptional savings. Equipment—offering equipment you count on each day while providing innovative solutions to help move you and your agencies forward into the future.
- Laboratory—as a leader for lab testing in our markets, we support the evolution of Community Paramedicine to best serve your community through our network of EMS and Laboratory Consultants.
- Pharmaceuticals—extensive Cold Chain capabilities and the ability to offer lowest unit of measure. We help reduce errors, increase efficiencies, and expedite the transaction of ordering controlled substances with our Electronic 222 (E222) ordering system.

Given our position in the market as a distributor, as opposed to the manufacturer of the product, there are certain assumptions, conditions, stipulations, and deviations we must include with our proposal to ensure the agreement adequately captures our position in the market.

Henry Schein, Inc., 135 Duryea Road, Melville, NY 11747





Regarding the above, please see the following attachment, which is an integral part of our proposal and intended to be included as part of any resultant contract and offers an alternative means of compliance with the proposed terms.

Sincerely,

Henry Schein Medical, a division of Henry Schein, Inc.





## **Attached To RFB**

Re: Assumptions, conditions, deviations, and stipulations for Eagle County Health Service District Request for BIDS (RFB) 2024-02 Medical Supplies, Equipment, & Pharmaceuticals (the “RFB”)

Henry Schein Medical, a division of Henry Schein, Inc. submits the following assumptions, conditions, deviations, and stipulations as part of our response to RFB:

### **STANDARD CONTRACT TERMS AND CONDITIONS SECTION 3.0 CONTRACT PRICING**

#### **SUBSECTION 3.1 MOST FAVORED CUSTOMER PRICE PAGE 10.**

#### **EXHIBIT A. EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. NATIONAL COOPERATIVE CONTRACT SECTION 2.2 PRICING COMMITMENT**

Henry Schein would like to delete this clause in its entirety. Henry Schein prices its products competitively and takes into consideration many factors in arriving at the proper pricing, terms and conditions for each of its customers, considering, among other factors, price, financing terms, shipping costs, insurance, regulatory fees, customer and market type, sales support spending, marketing materials, national and cooperative advertising spending, end-user incentives, rebates and technical support. Given all these variable factors as well as Henry Schein’s size, its multiple independent divisions and product lines, as well as its diverse client base and markets in which it operates, we have found that it is not possible to conduct an accurate or comprehensive competitive comparison of our agreements from customer to customer.

#### **SUBSECTION 3.2 PRICE REDUCTION CLAUSE PAGE 10.**

Henry Schein would like to delete this section in its entirety.

### **STANDARD CONTRACT TERMS AND CONDITIONS SECTION 3.0 CONTRACT PRICING**

#### **SUBSECTION 3.3 PRICE ESCALATION CLAUSE , POINTS 1, 2 & 3, PAGE 10.**

Henry Schein would like to delete these subsections in their entirety. Henry Schein will hold the catalog discount proposed firm throughout the agreement. If the price to HSI for any product increases, HSI shall have the right to adjust the purchase price., Henry Schein reserves the right to increase pricing by the same percentage for items offered through our catalog discount program only. Additionally, pricing will remain firm throughout the agreement. If the price to HSI for any product increases, HSI shall have the right to adjust the purchase price.

### **STANDARD CONTRACT TERMS AND CONDITIONS SECTION 5.0 REPORTING**

#### **REQUIREMENTS, SUBSECTION 3. PAGE 12.**

#### **ATTACHMENT 7- COST/FINANCIAL PROPOSAL SUBSECTION F, NUMBER 3.**

Henry Schein would like to delete this section. Henry Schein will not provide penalties for late reporting.

### **STANDARD CONTRACT TERMS AND CONDITIONS SECTION 10.0 WARRANTY PAGE 13.**

#### **SPECIAL TERMS AND CONDITIONS SECTION 4.0 WARRANTY ON ASSET BASED PURCHASES.**

Henry Schein is a distributor for all products offered in this proposal and, as such, is not in the best position to warrant the products; however, Henry Schein can offer that any transferable product warranties will be provided, at the time of sale, as provided to Henry Schein by the manufacturer.



Given the above, Henry Schein assumes the following alternative language is an acceptable means of compliance with the sections listed above and offers the following in lieu of the proposed language of the listed sections:

*“Bidder” will pass through to PSAI, at the time of sale, any transferable product warranties, provided to the “Bidder by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, BIDDER PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND PSAI SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THERON.”*

**STANDARD CONTRACT TERMS AND CONDITIONS SECTION 18.0 COMPLIANCE WITH LAW AND REGULATION, PAGE 14.**

Henry Schein would like to add the following language as it pertains to the Contract Management Fee.

*“18.3 The parties agree that in carrying out their duties and responsibilities under this Contract, they will neither undertake nor cause nor permit to be undertaken, any activity which either is illegal under any applicable laws, decrees, rules, or regulations.*

*18.4 The parties agree to comply with all applicable legal requirements including establishing a business relationship in which payments by Bidder to PSAI comply with the exceptions to the Medicare and Medicaid Anti-Kickback Statute set forth at 42 U.S.C. §1320a-7b (b)(3) (A) and (C) and the “safe harbor” regulations in 42 C.F.R. §1001.952 (j), and 42 C.F.R. §1001.952 (h), and PSAI agrees that it will consult with its counsel to assure compliance. PSAI specifically warrants that it will have a written agreement with, or provide an equivalent effective written notice to, all Members to which Bidder may furnish goods or services, that states that PSAI’s participating vendors from which the individual or entity will purchase goods or services will pay a fee to PSAI of 3% or less of the purchase price of the goods or services (or if an amount greater than 3% is paid, such greater amount), and that it will also advise Members in writing, at least annually, of the amount of administrative fees received based on purchases by the particular Member during the year, or at a minimum, advise Members that such information is available to them at least annually, upon their request. PSAI also agrees that to the extent any amount of such administration fees are distributed to Members, the amounts so distributed shall be treated as discounts as defined in the Anti-Kickback Statute at 42 C.F.R. §1001.952 (h)(5). Accordingly, to the extent PSAI makes distributions of, or provides similar benefits related to administration fee revenue to Members, it will advise its Members that they will need to disclose the discount when computing, for government reporting purposes, the cost of the purchased goods. PSAI agrees to provide copies of agreements with Members (redacted as appropriate) to Bidder as reasonably requested from time to time. PSAI acknowledges and understands that for any period it is not in compliance with the foregoing the administration fee referenced in this Contract will not be due or owing for such period. For the purposes of this paragraph, and consistent with the definition found in 42 C.F.R. §1001.952(j), “group purchasing organization” (GPO) shall mean an entity authorized to act as a purchasing agent for a group of individuals or entities who are: (i) furnishing services that may be paid for in whole or in part under Medicare, Medicaid or other Federal health care programs, and (ii) neither wholly-owned by the GPO, nor subsidiaries of a parent corporation that wholly owns (either directly or indirectly) the GPO.*



18.5 The parties acknowledge that the Physician Payments Transparency Requirements enacted as section 6002 of the Patient Protection and Affordable Care Act of 2010 (codified at 42 U.S.C. §1320a-7h) and the regulations of the Centers for Medicare and Medicaid Services promulgated thereunder (collectively, the “Sunshine Act”) require pharmaceutical, medical device, and other companies, to annually report certain information about compensation, expenses, and other payments or transfers of value provided directly or indirectly to U.S. physicians (including licensed dentists, orthodontists and dental surgeons) and teaching hospitals to the Centers for Medicare and Medicaid Services (CMS), which will in turn publicly post the information. PSAI agrees: (a) not to contest any such reporting made by Bidder in its reasonable judgment; (b) to provide Bidder with any information requested to allow its timely, accurate and complete reporting; and (c) to comply with its annual reporting obligations under the Sunshine Act, to the extent required, including filing appropriate ownership reports.

**STANDARD CONTRACT TERMS AND CONDITIONS SECTION 18.0 COMPLIANCE WITH LAW AND REGULATION SUBSECTION 18.2 PAGE 14.**

Henry Schein understands that many PSAI Members are government agencies and subject to federal, state and local procurement laws and regulations. However, Henry Schein would need to review and mutually agree on any laws or regulations that the member agencies would like to incorporate into an agreement before agreement is made.

**STANDARD CONTRACT TERMS AND CONDITIONS SECTION 19.0 PROMOTION AND PUBLICITY**

**SUBSECTION 19.1 PSAI WEBSITE PROMOTION**

**SUBSECTION 19.2 TRADE SHOWS ; SIGNAGE**

**SUBSECTION 19.3 VENDOR WEBSITE PROMOTION**

**SUBSECTION 19.4 PUBLICITY PAGE 14.**

Henry Schein would like to remove these sections in their entirety. Henry Schein is willing to discuss and negotiate these sections further, upon award.

**STANDARD CONTRACT TERMS AND CONDITIONS SECTION 22.0 DEFAULT SUBSECTION 22.1 NUMBER 4, PAGE 15.**

As mentioned previously, Henry Schein is a distributor for all products offered in this proposal; any transferable product warranties and indemnifications will be provided, at the time of sale, as provided to Henry Schein by the manufacturer. Therefore, Henry Schein would like to remove number (4).

**ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS SECTION 1.0 CONTRACT MANAGEMENT FEE PAGE 18.**

Henry Schein would like to update this section Special Terms and Conditions, Section 1.0 – Contract Management Fee , and would like to note this change that pertains to Attachment 3 – Bidder Worksheet, Certification Section 1:

1.0 Contract Management Fee.

*The Contract Management Fee paid by Bidder to PSAI will be percent (2%) based on Net Sales made under this Contract by PSAI Members . “Net Sales” shall mean gross sales less returns, allowances, credits, sales or use taxes and freight and handling charges. Bidder reserves the right to exclude*



*from Net Sales any Product, mutually agreed to between Bidder and PSAI, which Bidder earns less than a 5% gross profit margin. Therefore, Bidder shall not be obligated to pay any Contract Management Fee in connection with such sales.*

**ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS SECTION 6.0 DELIVERY AND LOGISTICS, PAGE 20.**

Henry Schein can agree to a 30-business day delivery from order receipt for stocked items. However, for non-stocked items or customized items delivery may take up to 4-6 weeks. Further, rush orders requested to be upgraded to next day air will incur additional charges in accordance with UPS shipping zone schedules for the weight of the package.

**ATTACHMENT 1 – SPECIAL TERMS AND CONDITIONS SECTION 7.0 RETURN OF PRODUCTS, PAGE 20.**

Returns can be easily placed online, through our customer service department or via your consultant. Once the product is received back into our warehouse, a credit will be processed to PSAI account and will generate a credit memo. Returned products must be returned within 30 days of purchase. A restocking fee will be assessed for items returned after 30 days.

**ATTACHMENT 3 - CERTIFICATION, NUMBER 5.**

Henry Schein certifies that it has reviewed the terms and conditions of the RFB and represents that it understands the obligations under any Contract that could be awarded as a result of its Bid. Henry Schein further warrants that, upon Contract Award, Henry Schein agrees to be bound to the terms of the resulting Contract, including, without limitation, the Standard Contract Terms and Conditions and the Special Terms and Conditions in Attachment 1, provided that the deviations outlined in this Deviation Letter take precedence.

**ATTACHMENT 4 - CERTIFICATION NUMBER 2.**

Henry Schein certifies that it understands and agrees to the Contract Pricing terms of the Standard Contract Terms and Conditions, including, without limitation the Price Escalation and Price Reduction clauses provided that this Deviation Letter take precedence.

**ATTACHMENT 7 – COST/FINANCIAL PROPOSAL, NUMBER 1 CONTRACT FEE**

Henry Schein would like to delete this section in its entirety and replace it with the following:

*“Bidder agrees to pay PSAI a Contract Management Fee (as defined in the Special Terms and Conditions) for each PSAI Purchase during the Contract Term in accordance with the terms set forth in this Deviation Letter.*

**EXHIBIT A. EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. NATIONAL COOPERATIVE CONTRACT SECTION 2. REPRESENTATIONS AND COVENANTS**

This section must be mutual in nature. Henry Schein proposes the following language:



*"As a condition to both parties entering into the Master Agreement, which would be available to all Public Agencies, the parties must make certain representations, warranties and covenants to each other designed to ensure the success of the Master Agreement for all Participating Public Agencies."*

**EXHIBIT A. EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. NATIONAL COOPERATIVE CONTRACT SECTION 2.1 CORPORATE COMMITMENT (4)**

Henry Schein has read and agrees to the terms and conditions of the Administration Agreement with PSAI and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency, provided that the deviations outlined in this Deviation Letter take precedence.

**EXHIBIT A. EAGLE COUNTY PARAMEDIC SERVICES AND PUBLIC SAFETY ASSOCIATION INC. NATIONAL COOPERATIVE CONTRACT SECTION 2.3 SALES COMMITMENT**

Henry Schein would like to delete this section in its entirety. Henry Schein does not dictate what contract and/or program customers should use. The customer will always dictate what contract or program they would like to utilize.

The parties hereby agree that to the extent there is any inconsistency in any terms or conditions set forth in the Contract and this Deviation Letter, the terms and conditions of this Deviation Letter shall control. Additionally, the parties hereby agree that all other terms and conditions of the Contract shall remain in full force and effect, except as modified by this Deviation Letter. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Contract.

IN WITNESS WHEREOF, the parties have executed this Deviation Letter as of the date set forth above.



**Henry Schein Medical, a division of Henry Schein Inc.**

By:  DocuSigned by:  
Jeff Klingler  
FAA2918B11AC403...

Jeff Klingler  
VP & GM, U.S. Specialty Distribution Group

**PSAI**

By: Dane Meyer  
Dane Meyer (May 20, 2024 15:20 CDT)

Name: Dane Meyer

Title: President










# Deviation Letter Draft SAVVIK.doc (002)

Final Audit Report

2024-05-20

Created:	2024-05-20
By:	Cindy Barron (office@savvik.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJBxkow-ymcBZtcfsCurXLyE_otiGrHH

## "Deviation Letter Draft SAVVIK.doc (002)" History

-  Document created by Cindy Barron (office@savvik.org)  
2024-05-20 - 8:19:41 PM GMT- IP address: 70.122.139.105
-  Document emailed to Dane Meyer (office@publicsafetyassociation.org) for signature  
2024-05-20 - 8:19:45 PM GMT
-  Email viewed by Dane Meyer (office@publicsafetyassociation.org)  
2024-05-20 - 8:20:24 PM GMT- IP address: 70.122.139.105
-  Document e-signed by Dane Meyer (office@publicsafetyassociation.org)  
Signature Date: 2024-05-20 - 8:20:55 PM GMT - Time Source: server- IP address: 70.122.139.105
-  Agreement completed.  
2024-05-20 - 8:20:55 PM GMT





## ***AGREEMENT***

This Agreement is effective June 1, 2024, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Henry Schein, Inc. (the "Supplier").

### **RECITALS**

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Billing and Dispatch Software, Services and Solutions, RFB #2024-02 ("RFB"), soliciting bids for the supply and support of Medical Supplies, Equipment and Pharmaceuticals.
- B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

### **AGREEMENT**

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on March 7, 2024 and March 14, 2024, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Henry Schein, Inc." attached hereto (together, all such documents shall be referred to herein as the "**Contract Documents**"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire June 1, 2027.

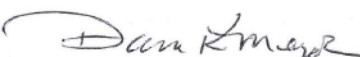
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on June 1, 2024.

Eagle County Health Service District  
dba, Eagle County Paramedic Services  
(the "Principal Procurement Agency")

By: 

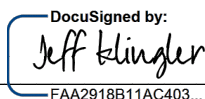
Printed Name: Steve Vardaman  
Its: Operations Manager

Public Safety Association Inc  
(the "Company")

By: 

Printed: Dane Meyer  
Its: President

Henry Schein, Inc.  
(the "Supplier")

By:  FAA2918B11AC403...

Printed Name: Jeff Klingler

Its: VP & GM, U.S. Specialty Distribution  
Group