

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY AND BOUND TREE MEDICAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Bound Tree Medical (hereinafter "Bound Tree"), a company authorized to conduct business in the State of Texas (herein collectively referred to as the "Parties").

WITNESSETH

WHEREAS, County desires that Bound Tree provide specified IV Pump Protective Covers and Multi Therapy Infusion Pump Kits as will be described in further detail herein below (hereinafter "Services") utilizing Texas BuyBoard Contract No. 704-23, which is incorporated by reference as if set forth verbatim herein; and

WHEREAS, Bound Tree represents that it is qualified and desires to perform such services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Bound Tree shall provide products/services as defined in Bound Tree's Quotation No. QUO-59454-Y3D3Y9 dated 1/29/2025, attached as Exhibit "A" to this Agreement and incorporated fully by reference as if set forth herein, utilizing Texas BuyBoard Contract No. 704-23, which is incorporated by reference as if set forth herein verbatim.

Section 2. Personnel

- A. Bound Tree represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Bound Tree shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Bound Tree shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Bound Tree who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the performance of Services shall, upon request of County, immediately be removed from association with the Services.

- C. When performing Services on County property, Bound Tree shall comply with, and ensure that all Bound Tree comply with, all rules, regulations and policies of County that are communicated to Bound Tree in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

Section 3. Compensation and Payment

- A. The Maximum Compensation for the performance of Services is Fifty-Seven Thousand Three and 30/100 Dollars (\$57,003.30) utilizing Texas BuyBoard Contract No. 704-23. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Bound Tree including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Bound Tree based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Bound Tree shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Bound Tree may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Bound Tree clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-Seven Thousand Three and 30/100 Dollars (\$57,003.30), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Bound Tree does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Bound Tree may become entitled to and the total maximum sum that County may become liable to pay to Bound Tree shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Seven Thousand Three and 30/100 Dollars (\$57,003.30).
- C. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null

and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

Section 5. Term of Agreement and Time of Performance

The time for performance of the Scope of Services by Bound Tree shall begin with the receipt of Notice of Proceed and shall end no later than September 30, 2025. Bound Tree shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County. The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the Parties.

Section 6. Modifications and Waivers

- A. The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Bound Tree fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Bound Tree materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined for any reason whatsoever that Bound Tree was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Bound Tree in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Bound Tree's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Bound Tree.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Bound Tree as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Bound Tree shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Bound Tree will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Bound Tree for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Bound Tree shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Bound Tree shall provide certified copies of insurance endorsements and/or policies if requested by County. Bound Tree shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Bound Tree shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 1. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Bound Tree shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Bound Tree warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- D. Bound Tree shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Bound Tree.

Section 11. Indemnity

BOUND TREE SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF BOUND TREE, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BOUND TREE OR ANY OF BOUND TREE'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

- A. Bound Tree acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Bound Tree or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Bound Tree shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Bound Tree) publicly known or is contained in a publicly available document; (b) is rightfully in Bound Tree's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Bound Tree who can be shown to have had no access to the Confidential Information.
- B. Bound Tree agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Bound Tree uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Bound Tree shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Bound Tree shall advise County immediately in the event Bound Tree learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Bound Tree will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Bound Tree against any such person. Bound Tree agrees that, except as directed by County, Bound Tree will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Bound Tree will promptly turn over to County all documents, papers, and other matter in Bound Tree's possession which embody Confidential Information.
- C. Bound Tree acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Bound Tree acknowledges and agrees that the covenants contained herein are necessary for

the protection of the legitimate business interest of County and are reasonable in scope and content.

- D. Bound Tree in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Bound Tree expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Bound Tree shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or Services hereunder, Bound Tree shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Bound Tree or, where permitted, of its subcontractors.
- B. Bound Tree and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County EMS Department
Attn: Director
4332 Highway 36 South
Rosenberg, Texas 77471

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

Bound Tree: Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016

C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail, or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Bound Tree shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Bound Tree shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

Bound Tree warrants to County that Bound Tree has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Bound Tree will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Arbitration

County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to pay any and/or all attorney fees incurred by Bound Tree in any way associated with the Agreement.

Section 20. Successors and Assigns

County and Bound Tree bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Bound Tree release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Taxes

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

Section 25. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Bound Tree hereby verifies that Bound Tree and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Bound Tree does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Bound Tree does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Bound Tree does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, BOUND TREE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 27. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 28. Recitals

The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

Section 29. Conflict

In the event there is a conflict between this Agreement and the attached Exhibit(s), this Agreement shall control in all circumstances with regard to the conflict.

Section 30. Entire Agreement

This executed instrument is understood and intended to be the final expression of the Parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the Parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the Parties hereto.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by Fort Bend County.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BOUND TREE MEDICAL

Authorized Agent- Signature

Corey Case

Authorized Agent- Printed Name

Chief Marketing Officer
Title

02/27/2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$^{57,003.30} to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A: Bound Tree's Quotation No. QUO-59454-Y3D3Y9 dated 1/29/2025

I:\agreements\2025 agreements\purchasing\ems\bound tree medical (25-ems-100462)\agmt for iv pump protective covers and pump kits (kcj - 2.17.2025)

EXHIBIT A

(follows behind)



Quotation

Quotation#: QUO-59454-Y3D3Y9

Last Modified: 1/29/2025

Customer PO #:

Account Number: 109591SHIP001

Bill To:

FORT BEND COUNTY EMS SHIP001

4332 HIGHWAY 36 S

ROSENBERG, TX 77471-9108

Ship Method:

Payment Terms:

Ship To:

FORT BEND COUNTY EMS SHIP001

4332 HIGHWAY 36 S

ROSENBERG, TX 77471-9108

Line No.	Item	Description	UOM	QTY	Your Price	Ext. Price
1	2530-23901	Sapphire IV Pump Protective Cover, Blue	EA	30	\$54.88	\$1,646.40
2	1850-07261	Sapphire Multi-Therapy Infusion Pump Kit	EA	30	\$1,845.23	\$55,356.90

Quote Total: \$57,003.30

Quote Expiration Date: 4/29/2025

Comments: Texas Buy Board Contract #704-23

Craig Gray

Bound Tree | Account Manager

5000 Tuttle Crossing Blvd, Dublin OH 43016

Office Phone: (614) 760-5140 | Mobile Phone: 832-385-8440

Craig.Gray@BoundTree.com

Sales Tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login, and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713