



Data Rx Management, Inc.

305 W. Woodard St. Suite 220
Denison, TX 75020
972-465-0798 Fax 972-465-0799

www.data-rx.com

To: Sandra Montalvo, Hidalgo Co Purchasing Dept

From: Bruce McAnally, Data Rx Management, Inc

Subject: Best and Final Offer

Dear Ms. Montalvo,

We have completed our review of the RFP terms, and we are pleased to offer Hidalgo Co IHC an additional 20% discount off the initial setup fee that was proposed in the RFP. Thus the new setup fee will be \$200 instead of the \$250 as proposed. All other terms will stay as currently presented in RFP No 2007-360-09-26-SMA (RFP No. as amended).

Please notify me with your receipt of this email.

We look forward to working with the county on this project.

Kind regards,

Bruce McAnally, RPh
Data Rx Mgmt, Inc.
Cell - 214-734-8878

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DRAFT

**SERVICE CONTRACT
C-07-360-10-30**

THIS CONTRACT is made and entered into this 30th day of **October , 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Data Rx Management, Inc.** , a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **“On-Line Pharmacy Billing Service,”** for Hidalgo County Health and Human Services Departments (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at the Hidalgo County Health and Human Services Departments. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Director** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **November 30, 2007** and ending on **November 30, 2008** with the county's option to renew on the same terms and conditions for two (2) additional one (1) year term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

**Data Rx Management, Inc.
Attn: Bruce McAnally
305 W. Woodard St #220
Denison, Tx 75020**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2007

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. County Clerk

COMPANY: Data Rx Management, Inc.

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court October 30, 2007

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____