

**COOPERATIVE PURCHASING PROGRAM AGREEMENT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This Cooperative Purchasing Program Agreement is made and entered into by and between the Harris County Hospital District d/b/a Harris Health System (“Harris Health”), a political subdivision of the State of Texas and Hidalgo County (the “County”), a political subdivision of the State of Texas, pursuant to Sections 271.101 and 271.102 of the Texas Local Government Code Ann., as amended. Harris Health and County are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

Harris Health has entered into a contract with Performance Logic, Inc., to provide a software system to manage 1115 Medicaid Waiver projects, timelines, outcomes, metrics and milestones awarded through the publicly bid Request for Proposal Job No.: 13/0077;

County has requested Harris Health to allow the County to directly purchase the software from Performance Logic, Inc. based on its award to Performance Logic, Inc.;

The Harris County Purchasing Agent handles all procurement activities for Harris Health; and

Pursuant to TEX. LOCAL GOV’T CODE ANN. §271.102, the County may participate in Harris Health’s Cooperative Purchasing Program.

***Terms***

I.

Pursuant to this Agreement, the County may use Harris Health’s award to Performance Logic, Inc. to purchase a software system to manage 1115 Medicaid Waiver projects, timelines, outcomes, metrics and milestones. The County’s right to purchase this software system is subject to approval of Performance Logic, Inc. and approval of the Harris County Purchasing Agent.

II.

In accordance with TEX. LOCAL GOV’T CODE ANN. §271.102(b), the County hereby:

- A) designates the Hidalgo County Judge or his designated representative to act on behalf of the County in all matters relating to this Agreement;
- B) agrees that the County can contract directly with Performance Logic, Inc. subject to the approval of Performance Logic, Inc. and the Harris County Purchasing Agent;
- C) agrees to make payments directly to Performance Logic, Inc.; and
- C) agrees that the County will be solely responsible for Performance Logic’s compliance with the terms of its Agreement with the County.

III.

The term of this Agreement shall begin on the later date this Agreement is approved by all Parties and end twelve months later. The County and Harris Health through its governing body may terminate this Agreement upon thirty (30) days prior written notice. This Agreement will automatically renew for three (3) one year terms unless one Party sends the other Party a thirty (30) day prior written termination notice.

IV.

Nothing in this Agreement is construed as creating any personal liability on the part of any officer or agent of any public body that may be a Party to this Agreement.

V.

This Agreement constitutes the entire agreement between the Parties. No prior written or prior contemporaneous oral promise or representation is binding. This Agreement may not be amended, changed or extended except by written instrument signed by both Parties.

VI.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, at the addresses set forth below. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Harris Health: Harris County Hospital District  
d/b/a Harris Health System  
2525 Holly Hall  
Houston, Texas 77054  
Attn: President and CEO

Copy to: Harris County Purchasing Agent  
1001 Preston, Suite 670  
Houston, Texas 77002

To the County: Hidalgo County  
1304 S. 25<sup>th</sup> Ave.  
Edinburg, Texas 78541

Either Party may designate a different address by giving the other Party ten (10) days written notice.

VII.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Approved As To Form:

Harris County Hospital District  
d/b/a Harris Health System

Vince Ryan  
Harris County Attorney

By: \_\_\_\_\_  
Mercedes Leal  
Vice President/Legal Affairs  
C.A. File No. 14HSP0082

By: \_\_\_\_\_  
David Lopez  
President/CEO  
Date Signed: \_\_\_\_\_

ATTEST/SEAL:

HIDALGO COUNTY  
Signed by:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, County Judge

APPROVED AS TO FORM:  
Office of Criminal District Attorney Rene Guerra

\_\_\_\_\_  
By: Michael L. Garza, Assistant District Attorney

APPROVED BY HIDALGO COUNTY COMMISSIONERS COURT: \_\_\_\_\_

Zimbra

evangelina.garcia@co.hidalgo.tx.us

**Performance Logic for the 1115 Waiver - Hidalgo County**

**From :** Michael Garza <michael.garza@da.co.hidalgo.tx.us>

Wed, Mar 19, 2014 02:27 PM

**Subject :** Performance Logic for the 1115 Waiver - Hidalgo County

**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

**Cc :** perla lopez <perla.lopez@hchd.org>, 'Dairen Sarmiento' <dairen.sarmiento@hchd.org>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

**Reply To :** michael garza <michael.garza@da.co.hidalgo.tx.us>

Vangie,

My office approves as to form the Cooperative Purchasing Program Agreement between Harris County and Hidalgo County regarding the above referenced matter.

Please let me know if you have any questions or concerns.

Michael Garza

Assistant Criminal District Attorney  
Contracts and Civil Litigation Section  
Office of Criminal District Attorney  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3824  
(956) 318-2079 FAX  
[michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)

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