



Purchase Order COUNTY OF HIDALGO

PO# 819684

DATE: 08/06/20

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 288411

REQ: 00419107

PHONE: (610) 558-2700

Fax: (610) 558-0222

EMAIL: mschmidt@sensaphone.com

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

SENSAPHONE
PHONETICS INC.
901 TRYENS ROAD
ASTON PA 19014

Received
Central Office

AUG 07 2020

CONTACT: JOSIE GARCES (956) 383-6221

SITE: BUDGET AND MANAGEMENT

CONTRACT NO: GS-07F-94635

SPECIAL INSTRUCTIONS:

VENDOR NOTES

- 1 Do not add to or alter this Purchase Order. This Order is not renewable.
- 2 TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
- 3 This Order is also placed F O B Destination. Vendor must repay all shipping costs.
- 4 Invoice each Purchase Order singly. Original invoices are required; customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
- 5 Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		COVID-19 AI 75867 7/7/20 DUNS: 131101768 LGC 262.024 (2)		
40.00	EACH	EX ITEM EGD-0107 208 TEMP SENSOR W/GLASS BEAD VIAL	35.4600	1,418.40
10.00	EACH	EX ITEM SCD-1200 SENTINEL STANDARD ETHERNET VERSION	386.2400	3,862.40
10.00	EACH	EX ITEM SCD-1200-1YETH	64.7400	647.40
TOTAL:				5,928.20

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

.....
 For Hidalgo County use only
 0-1287-441;42-115-096-0-610 5,928.20

Authorized by:

Martha L Salazar
ms

Purchasing Department 18. E. 1.

AI-75867

CC REGULAR AGENDA SPECIAL MTG

Health & Human Services Dept.

Meeting Date: 06/09/2020

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Discussion, consideration, and action to approve as necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the [Hidalgo County Health Department Remote Temperature Guard and Required Accessories Purchase], in order to assist with County Public Health expenses addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.

B. Exemption from competitive bidding requirements, pursuant to Texas LGC 262.024(a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens.

C. Requesting approval to purchase the following Remote Temperature Guards and required accessories through the County's membership/participation with GSA Cooperative awarded vendor, Phonetics, Inc., dba, Sensaphone under Contract # GS-07F-9463S [Expires: 04/30/21] in the amount of \$5,928.20.

BACKGROUND

Subject to 1295 Form

The remote temperature sensing devices are capable of monitoring multiple compartments and environmental factors that could affect the safety of the Covid-19 vaccines and specimens. The units are designed to alert staff if ever there is a power failure, temperatures go out of range and unauthorized access of a storage location. The unit communications can alert staff via phone call, email or text message of any problem that could compromise the vaccine storage location.

Fiscal Impact

CALENDAR YEAR: 2020 ACCT. #: 0-1287-441-42-115-096-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Care Act Funding

Attachments

213 FormAgenda Item Briefing (AI-75867)

Form Review

Inbox

Rocio Villarreal

Purchasing - Internal

Final Approval

Form Started By: Hector Garcia

Final Approval Date: 06/05/2020

Reviewed By

Monica Salinas

Marty Salazar

Monica Salinas

Date

06/05/2020 05:58 PM

06/05/2020 06:06 PM

06/05/2020 06:06 PM

Started On: 06/05/2020 12:40 PM

AGENDA ITEM BRIEFING

Commissioners Court – June 09, 2020

AI Number: 75867

Project Number: Pending

Information: [Requesting approval to purchase remote temperature guards and required accessories for Hidalgo County Health Department *[in order to assist with County functions related to medical and public health measures.]*]

Description of AI: (A) Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost of purchase); (B) Exemption from competitive bidding requirements, pursuant to Texas LGC 262.024(a)(1)&(2); (C) Requesting approval to purchase.

Funding Source: CARES Act Relief Fund (TBD) **Acct. #** 0-1287-441-42-115-096-0-XXX

Requested by: Eduardo “Eddie” Olivarez, Health Director **Department:** Health Department

Prepared by: Hector Garcia, Contract Specialist I **Department:** Purchasing Department

BACKGROUND

On March 17, 2020, pursuant to the authority under Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency due to the imminent threat arising from the Coronavirus (COVID-19). On March 22, 2020, in accordance with Texas Government Code Section 418.108(b), the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Hidalgo County Emergency Management Plan and extends the Declaration of Local Disaster.

Hidalgo County Health and Human Services Department (HCHHSD) is in need of remote temperature guards. The remote temperature sensing devices are capable of monitoring multiple compartments and environmental factors that could affect the safety of the Covid-19 vaccines and specimens. The units are designed to alert staff if ever there is a power failure, temperatures go out of range and unauthorized access of a storage location. The unit communications can alert staff via phone call, email or text message of any problem that could compromise the vaccine storage location. Additional countermeasures to strengthen our preparedness and response to the spread of COVID-19.

COMPLIANCE

Under the Presidential Policy Directive/PPD-8: National Preparedness, “it is aimed at strengthening the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the nation, including acts of terrorism, cyber-attacks, pandemics, and catastrophic natural disasters,” and in compliance with the Homeland Security Presidential Directive 5 (HSPD-5), and the Center for Disease Control and Prevention, Public Health Emergency Preparedness and Response Capability 9 (Medical Materiel Management and Distribution), and pursuant to the Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Hidalgo County Emergency Management Plan and extends the Declaration of Local Disaster, we request the courts approval of sanitation supplies to continue the further needed response to the COVID-19 public health emergency.

Exemption from competitive bidding requirements, pursuant to Texas LGC 262,024(a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens.

ADMINISTRATION

Approval of the item is consistent with Hidalgo County’s intended purpose to create critical countermeasures to strengthen our preparedness and response to the spread of COVID-19. The remote temperature guard devices will help monitor multiple compartments and environmental factors to protect the safety of the Covid-19 vaccines and specimens by alerting staff if ever there is a power failure, temperatures go out of range and unauthorized access of a storage location.

AGENDA ITEM CAPTION

- A. Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the [**Hidalgo County Health Department Remote Temperature Guards and Required Accessories Purchase**], in order to assist with County Public Health expenses addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.;
- B. Exemption from competitive bidding requirements, pursuant to Texas LGC 262,024(a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens.
- C. Requesting approval to purchase the following Remote Temperature Guards and required accessories through the County's membership/participation with GSA Cooperative under Contract # GS-07F-9463S [Expires: 04/30/21].

RECOMMENDATIONS:

Approval of the item will allow the Hidalgo County Health Department to implement additional countermeasures to strengthen our preparedness and response to the spread of COVID-19. Recommending that Commissioners Court authorize the purchase for said Remote Temperature Guards and required accessories as stated as it is a reasonable and necessary expenditure related to the County's COVID-19 Public Health Response. Expenditures will be charged to the Coronavirus Aid, Relief, and Economic Security (CARES) Relief Grant Fund and/or other grant assistance available to address the COVID-19 public health emergency.

Attachments:

- 213 Form
- Agenda Item Briefing
- Quote

This agreement (hereinafter referred to as the "Agreement") is entered between PHONETICS, INC. d.b.a SENSAPHONE, a Delaware Company, (hereinafter referred to as "Sensaphone") and the entity and/or individuals utilizing Sensaphone's products and services (hereinafter collectively referred to as the "Customer"), and is effective upon activation and use by Customer of Sensaphone's products and services.

1. **THE PARTIES:** Sensaphone is engaged in the business of providing wireless communications and products for managing and monitoring remote equipment, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from Sensaphone's communications and products, which is to be installed by the Customer on-site at the Customers premises.

2. **CUSTOMER BOUND:** Customer acknowledges and understands that by activating and utilizing Sensaphone's products, services, and/or web site, Customer is agreeing to be bound by the following terms contained in this legal agreement.

In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customers use of Sensaphone's products and services, the parties hereby agree as follows:

3. **TERMS:** Customer agrees to pay Sensaphone for hardware and monthly communication fees as defined in Sensaphone's invoices, and Sensaphone agrees to provide Customer with monitoring and notification services by utilizing automated calling, paging, or e-mailing to Customers designated destinations as set forth in the Sensaphone's product programming on a best efforts basis. For additional operational and functional details, Customer should refer to the Sensaphone's product instructions.

(1) Customer understands that Sensaphone will not, with its own personnel, respond to or take action related to those events about which Sensaphone provides monitoring and notification. Customer further understands that he/she is solely responsible for the entries set forth in the Sensaphone product.

(2) Customer also understands that the data entries residing in Sensaphone's product can be changed by the Customer. Customer further understands and agrees that he/she/it is to bear the risk of loss or damage that may result from changes to the Sensaphone product programming made by, or on behalf of the Customer, and that such changes may prevent or impair the ability of the Sensaphone's monitoring and notification system from providing timely and successful notifications of detected events to Customers designated destinations.

(3) CUSTOMER FURTHER UNDERSTANDS THAT SENSAPHONE MAKES NO REPRESENTATIONS, PROMISES, WARRANTIES, OR GUARANTEES THAT THERE WILL BE NO INTERRUPTIONS IN SERVICES OR DELAYS IN PERFORMING SERVICE, OR AS TO THE QUALITY, USEFULNESS, COMPLETENESS AND RELIABILITY OF SUCH SERVICE, AND FURTHER THAT SENSAPHONE PROVIDES NO ASSURANCES THAT SUCH SERVICE WILL BE FREE OF ERRORS.

(4) Customer acknowledges that the products and services utilized under this Agreement utilize certain wireless messaging services ("Wireless Services") provided through Kore Telematics® and its affiliates (collectively "Kore Telematics®") and or Verizon Wireless. CUSTOMER UNDERSTANDS THAT KORE TELEMATICS® and or Verizon Wireless MAKES NO REPRESENTATIONS, PROMISES, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE WIRELESS SERVICES, THE WIRELESS MESSAGING NETWORKS THROUGH WHICH THE WIRELESS SERVICES ARE PROVIDED, THE PRODUCTS AND OTHER SERVICES, OR ANY COMPONENT THEREOF, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Under no circumstances shall Kore Telematics® and or Verizon Wireless be liable to Customer or any other person for any loss, injury or damage, of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Wireless Services, the products and other services, or the products and other services use of Kore Telematics® and or Verizon Wireless's wireless messaging network. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KORE TELEMATICS® AND OR VERIZON WIRELESS SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF KORE TELEMATICS® AND OR VERIZON WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(5) CUSTOMER FURTHER UNDERSTANDS THAT SENSAPHONE HAS NO CONTROL OF, OR RESPONSIBILITY FOR, THE PAGING, CELLULAR, RADIO, TELEPHONE, INTERNET, OR OTHER COMMUNICATION MEDIUM WHICH THE CUSTOMER MAY RELY UPON FOR DELIVERY OF ALARM OR OTHER MESSAGES SENT BY SENSAPHONE.

4. **WEB SITE USE:** In connection with this Agreement, Customer may use the services provided by Sensaphone on the sensaphone.net web site. The sensaphone.net web site may only be used by authorized users with a proper identification and password, who have executed this Agreement.

Customer further understands that if using the sensaphone.net web site, then Customer is not only bound by the terms and conditions of this Agreement, BUT IS ALSO BOUND BY THE TERMS AND CONDITIONS LOCATED ON THE SENSAPHONE.NET WEB SITE, WHICH TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AS IF FULLY SET FORTH AT LENGTH. YOU MUST READ ALL OF THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THE SENSAPHONE.NET WEB SITE. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS ON THE SENSAPHONE.NET WEB SITE, THEN YOU SHOULD CEASE USING THE SENSAPHONE.NET WEB SITE, AND INFORM SENSAPHONE THAT YOU DO NOT INTEND TO USE AND/OR CONTINUE USING THAT WEB SITE. YOUR USE OF THE SENSAPHONE.NET WEB SITE IS AN ACKNOWLEDGMENT THAT YOU AGREE TO ALL THE TERMS AND CONDITIONS HEREIN AND LOCATED THE TERMS AND CONDITIONS LOCATED ON THE SENSAPHONE.NET WEB SITE.

5. **INDEMNIFICATION, COVENANT NOT TO SUE, LIMITATIONS OF LIABILITY AND WARRANTY AND CUSTOMER INSURANCE:** Customer also understands that in further consideration of being granted the right to utilize Sensaphone's monitoring products and notification services, the Customer, on behalf of itself/himself/herself, and any parent entities, affiliates, subsidiaries, directors, officers, employees, agents, representatives, personal representatives, assigns, heirs, next of kin and any third party, agrees:

(1) TO INDEMNIFY, DEFEND AND HOLD HARMLESS SENSAPHONE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATED COMPANIES, AGAINST ANY AND ALL CLAIMS, DEMANDS OR ACTIONS BASED UPON ANY LOSSES, LIABILITIES, DAMAGES OR COSTS, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, INCLUDING ATTORNEYS FEES, THAT MAY RESULT FROM THE OPERATION OF SENSAPHONE'S PRODUCTS AND SERVICES, OR FROM THE FAILURE OF THE SENSAPHONE SYSTEM TO REPORT A GIVEN EVENT OR CONDITION, WHETHER OR NOT CAUSED BY SENSAPHONE'S NEGLIGENCE.

(2) TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SENSAPHONE, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATED COMPANIES, FOR ANY AND ALL LIABILITIES POTENTIALLY ARISING FROM ANY CLAIM, DEMAND OR ACTION BASED UPON ANY LOSSES, LIABILITIES, DAMAGES OR COSTS, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, INCLUDING ATTORNEYS FEES, THAT MAY RESULT FROM OPERATION OF SENSAPHONE PRODUCTS AND SERVICES, OR FROM THE FAILURE OF THE SENSAPHONE SYSTEM TO REPORT

A GIVEN EVENT OR CONDITION, WHETHER OR NOT CAUSED BY SENSAPHONE'S NEGLIGENCE EXCEPT AS NECESSARY TO ENFORCE THE EXPRESS TERMS OF THIS AGREEMENT.

(3) WITHOUT WAIVING ANY PROVISION IN THIS AGREEMENT, IF A CIRCUMSTANCE ARISES WHERE SENSAPHONE IS FOUND TO BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF MISTAKES, NEGLIGENCE, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN SENSAPHONE'S PRODUCTS OR SERVICES, SUCH LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO SENSAPHONE FOR SENSAPHONE'S PRODUCT AND SERVICES OR \$250.00, WHICHEVER IS GREATER.

(4) THAT THE SENSAPHONE HARDWARE INCLUDES A LIMITED WARRANTY (THE EXPRESS TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH AT LENGTH, AND ARE GOVERNING AND CONTROL OVER ANY LANGUAGE IN THIS PARAGRAPH TO THE EXTENT ANY PERSON OR ENTITY SUGGESTS THAT THE TERMS OF THIS PARAGRAPH DIFFER FROM THAT EXPRESS WARRANTY) THAT THE PRODUCT IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY. SENSAPHONE'S OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIRING OR REPLACING THE PRODUCT, AT SENSAPHONE'S OPTION, UNLESS THE PRODUCT HAS BEEN MISUSED OR IMPROPERLY REPAIRED OR SERVICED BY ANY PARTY OTHER THAN AUTHORIZED SENSAPHONE PERSONNEL, IN WHICH CASE THE LIMITED WARRANTY IS VOIDED. OTHER THAN THIS LIMITED WARRANTY, SENSAPHONE'S PRODUCTS AND SERVICES ARE PROVIDED WITH NO OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND AS MORE FULLY SET FORTH IN THE LIMITED WARRANTY.

(5) THAT NEITHER SENSAPHONE NOR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS IS AN INSURER AND THAT THE CUSTOMER IS TO MAINTAIN HIS/HER/ITS OWN INSURANCE COVERAGE SUFFICIENT TO PROVIDE COMPENSATION FOR ANY LOSS, DAMAGE, OR EXPENSE THAT MAY ARISE IN CONNECTION WITH THE USE OF SENSAPHONE PRODUCTS OR SERVICES, EVEN IF CAUSED BY SENSAPHONE'S NEGLIGENCE.

6. **PAYMENT:** Customer agrees to pay Sensaphone for a monthly per unit communication fee, which is to be prepaid on a monthly basis, as indicated in Customers invoice. The first monthly service fee is to be paid within 30 days from the date of receipt of subscription plan registration. After the expiration of the initial one-month term, this Agreement shall automatically renew for additional one-month periods, unless canceled by written notice to Sensaphone at least sixty (60) days prior to expiration date of the then current term. Sensaphone shall not raise the price for subsequent service terms more than a percent equal to the percent increase of the annually compounded percentage increase of the Consumer Price Index computed by the United States Bureau of Labor Statistics over the previous service term.

7. **ACKNOWLEDGEMENT OF READING AGREEMENT, SCOPE OF AGREEMENT, SEVERABILITY, NON-CONSTRUCTION AGAINST DRAFTER:** The Customer acknowledges that he/she/it and/or his/her/its authorized representative(s) has read and understands this Customer Service Agreement, and agrees to its terms and intends to be bound by them, and that in accepting these terms agrees that the interpretation of the terms shall not be presumptively construed against Sensaphone. The Customer further understands that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance of the agreement shall, notwithstanding, continue in full legal force and effect.

8. **CHOICE OF FORUM AND CHOICE OF LAW:** In the event that a dispute arises out of this Agreement between the parties, then the parties agree that any claims or suits of any kind concerning such disputes shall only and exclusively be brought in either the Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

Regardless of the place of contracting or performance, this Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law.

9. **ENTIRE AGREEMENT:** The parties hereto acknowledge and agree that this Agreement and the written warranty provided to Customer, contain the entire agreement between Sensaphone and the Customer, and that there are no other representations, inducements, promises, or agreements, oral or otherwise, binding on the parties, which are not embodied herein; and this Agreement supersedes and replaces any and all prior or contemporaneous understandings or agreements, whether written or oral, between the parties. This agreement may not be modified except by a writing, signed by authorized representatives of both parties.

10. **NOTICE:** Any written notice to Sensaphone required herein shall be sent by any form of express mail requiring the signature of the person to whom the mail is directed or by a person authorized to accept such mail, to the attention of the person signing this agreement for Sensaphone at Phonetics, Inc., 901 Tryens Road, Aston, PA 19014.

Any written notice to the Customer shall be sent to the attention of the person signing this Agreement on behalf of Customer, by any form of express mail requiring the signature of the person to whom the mail is directed or by a person authorized to accept such mail, at the address below stated or the address provided by Customer.

If the person to whom notice is to be directed changes, or the mailing address changes, then the party making such changes shall immediately give written notice as described above, identifying any change in address or in the identity of the person to whom the notice is to be directed.

11. **ASSIGNMENT:** Customer may not transfer or assign this Agreement without Sensaphone's prior written consent.

12. **FORCE MAJEURE:** Neither party shall be liable for any nonperformance of this Agreement due to causes beyond its reasonable control which could not have been reasonably anticipated by the non-performing party as the time of this Agreement's execution, and that cannot be reasonably avoided or overcome.

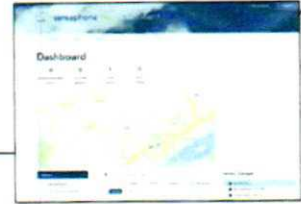
13. **NON-WAIVER OF RIGHTS:** It is further understood and agreed that except as described in this Agreement, no failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. **INDEPENDENCE OF PARTIES:** None of the language, terms or conditions of this Agreement are intended to create, nor shall be construed to create, a partnership, joint venture, or any other similar kind of relationship between the parties. Neither party has the power to bind the other party as an agent or otherwise; nor shall either party hold itself out to have such power or to have any authority or right to act or speak on behalf of the other party in any manner, except as otherwise expressly authorized under this Agreement.

15. **HEADINGS:** The headings and captions used throughout this Agreement are for the sake of convenience and are themselves not to be used in construing the language and terms of this Agreement.

16. **AUTHORITY TO ENTER AGREEMENT:** All parties to this Agreement warrant that they have the necessary authority to execute this Agreement and to make and perform the promises and agreements set forth herein, and that the persons signing this Agreement on behalf of the parties are fully authorized to do so as the parties representative to bind them hereto.

17. **SIGNING IN COUNTERPARTS:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the complete Agreement.



Subscription Plan Registration

The Premium Ethernet Subscription plan gives you the ability to receive alarm voice calls and text messages, as well as, unlimited datalogging, audit trail, automated reports, and web API access. The Premium Cellular plan includes all of the previously mentioned features plus cellular data subscription.

To register, fill out this form and send to Sensaphone via fax (610-558-0222) or register@sensaphone.com. This form must be received to activate your subscription. Please allow 24 hours for activation. Visit www.sensaphone.net to access your Sentinel device.

Subscription Plans

- Premium Cellular Monthly Subscription. . . . \$24.95/mo¹ (USD)
Part #: SCD-1200-1MCELL
- Premium Cellular One Year Subscription . . . \$299.40/yr¹ (USD)
Part #: SCD-1200-1YCELL

¹ Please note that there is no activation fee, there is a \$50 re-activation fee if subscription is cancelled and then re-activated

Registration (All fields are required)

00:07:F9:00:CD:B9

*Sentinel Serial Number

Hidalgo County Health & Human Services Dept.

*Company Name

1304 S. 25th Ave.

*Address

Edinburg, TX 78542

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383-6221 X-7252

*Telephone Number

956-383-8864

*Fax Number:

rigoberto.hinojosa@hchd.org

*E-Mail Address (Required for website login)

This is the contact person for subscription renewal.

Please review the terms and conditions on the back of this registration form. An acknowledgement, signature and date is required for activation

I've read and accepted the terms and conditions of this contract.

Payment Method

Monthly subscriptions will automatically renew.

- Discover AMEX MC VISA
- Check or Money Order (Payable to Sensaphone)
- Purchase Order #: _____

Credit Card #

Security Code (found on back of card)

Expiration

Name as it appears on credit card

Billing Address

City, State, Zip

Telephone Number

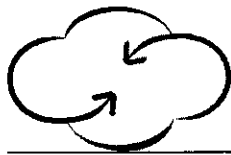
E-Mail Address

Company Name

This is the contact person for subscription renewal.

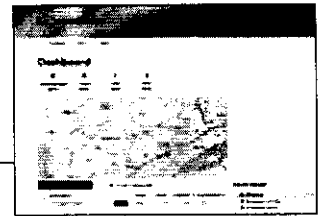
Signature

Date



SENTINEL

— CLOUD BASED MONITORING —



Subscription Plan Registration

The Premium Ethernet Subscription plan gives you the ability to receive alarm voice calls and text messages, as well as, unlimited datalogging, audit trail, automated reports, and web API access.

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Subscription Plans

- Premium Ethernet Monthly Subscription \$5.95/mo (USD)
Part #: SCD-1200-1METH
- Premium Ethernet One Year Subscription \$71.40/yr (USD)
Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CD : FD

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County Mission

*Company Name

211 S Schuerbach Rd.

*Address

Mission, TX 78572

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

rigoberto.hinojosa@hchd.org

*E-Mail Address

Payment Method

Monthly subscriptions will automatically renew.

- Discover AMEX MC VISA
- Check or Money Order (Payable to Sensaphone)
- Purchase Order #: PO# 819684

Credit Card #

Security Code (found on back of card)

Expiration

Name as it appears on credit card

Billing Address

City, State, Zip

Telephone Number

E-Mail Address

Company Name

This is the contact person for subscription renewal.

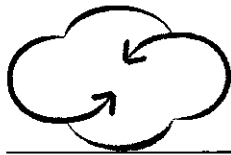
This is the contact person for subscription renewal.

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I've read and accepted the terms and conditions of this contract.

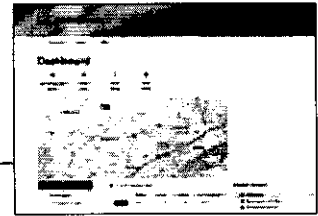
Signature

Date



SENTINEL

— CLOUD BASED MONITORING —



Subscription Plan Registration

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Subscription Plans

- Premium Ethernet Monthly Subscription \$5.95/mo (USD)
Part #: SCD-1200-1METH
- Premium Ethernet One Year Subscription \$71.40/yr (USD)
Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CE : 19

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County Weslaco

*Company Name

1901 N Bridge Ave,

*Address

Weslaco, TX 78596

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

rigoberto.hinojosa@hchd.org

*E-Mail Address

Payment Method

Monthly subscriptions will automatically renew.

- Discover AMEX MC VISA
- Check or Money Order (Payable to Sensaphone)
- Purchase Order #: PO# 819684

Credit Card #

Security Code (found on back of card)

Expiration

Name as it appears on credit card

Billing Address

City, State, Zip

Telephone Number

E-Mail Address

Company Name

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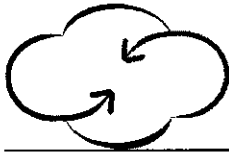
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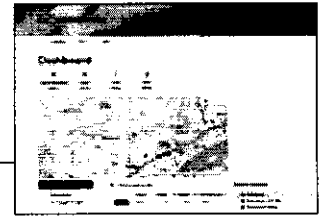
Signature

Date



SENTINEL

— CLOUD BASED MONITORING —



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Subscription Plans

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Part #: SCD-1200-1METH
- Premium Ethernet One Year Subscription \$71.40/yr (USD)
Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CD : C7

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County McAllen

*Company Name

300 E Hackberry Ave.

*Address

McAllen, TX 78501

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

rigoberto.hinojosa@hchd.org

*E-Mail Address

Payment Method

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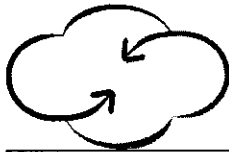
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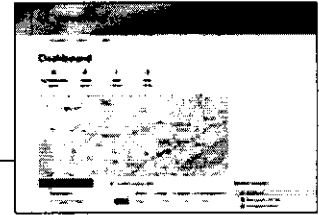
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Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CC : C5

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County Hidalgo

*Company Name

702 Ramon Ayala Dr.

*Address

Hidalgo, TX 78557

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

rigoberto.hinojosa@hchd.org

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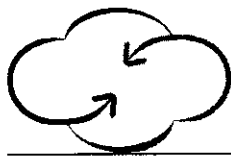
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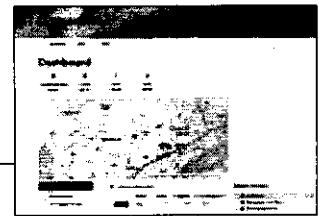
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Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : : :

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County Pharr

*Company Name

300 W Hall Acres Rd.

*Address

Pharr, TX 78577

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

rigoberto.hinojosa@hchd.org

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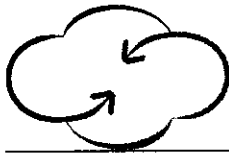
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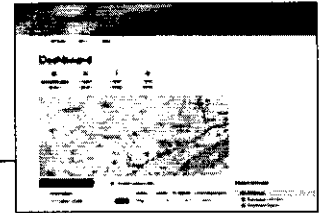
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Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CD : B5

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County Edinburg

*Company Name

3105 E Richardson Rd.

*Address

Edinburg, TX 78542

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

rigoberto.hinojosa@hchd.org

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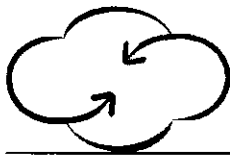
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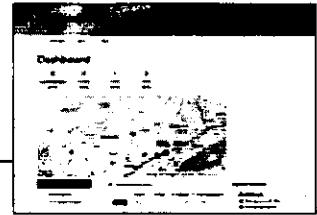
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Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CD : B9

*Sentinel Serial Number (Example: 00:07:F9:A1:82:C3)

Hidalgo County Health Department

*Company Name

1304 S 25th Ave.

*Address

Edinburg, TX 78542

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

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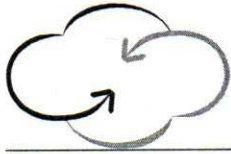
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Company Name

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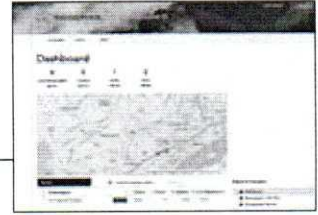
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Part #: SCD-1200-1YETH

Registration (All fields are required)

00 : 07 : F9 : 00 : CD : 3C

*Sentinel Serial Number (Example: 00:07:F9:A1:B2:C3)

Health Clinic-Hidalgo County Elsa

*Company Name

708 E Edinburg Ave.

*Address

Elsa, TX 78543

*City, State, Zip

Rigoberto Hinojosa

*Name of Contact Person

956-383.6221., ext. 7252

*Telephone Number

956-383-3229

*Fax Number:

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