



Purchase Order

COUNTY OF HIDALGO

PO# 869620

DATE: 09/19/2023

PAGE: 1 Of 1

PO TYPE:

VENDOR: 280135

REQ: 00477235

PHONE: (800) 453-5180

EMAIL:

SHIP TO: HEALTH DEPARTMENT

1304 S. 25TH
EDINBURG TX 78539

MCKESSON MEDICAL-SURGICAL INC.
9954 MAYLAND DR., SUITE 4000
HENRICO VA 23233

CONTACT: Maritza Guerra (956) 383-6221

SITE: BUDGET AND MANAGEMENT

CONTRACT: SOURCEWELL 022422-MML

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. Out 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		
		Hidalgo County Bio Safety Lab Efforts Project		
		ARPA-23-340-331		
		Laboratory Information Management System for Bio-Safety Lab		
		AI-90898, Approved by CC on 05/16/2023.		
		Approval for Purchase by CC on 08/22/2023, AI-91665		
1.00	EACH	CO (ASSET TAG: VT1857) LabDAQ LIS Software Package	125,188.0000	125,188.00
2.00	EACH	CO Prepaid Annual Maintenance - (Month 13-36)	12,518.8000	25,037.60
TOTAL:				150,225.60
<p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p> <p style="text-align: center;">*****</p> <p style="text-align: center;">For Hidalgo County use only</p> <p>3-1290-441-12-115-331-6-761 150,225.60</p>				

Authorized by: Ignacio Amigosa

This LAB TECHNOLOGY AND EQUIPMENT SUPPLY AGREEMENT (“**Agreement**”), effective as of (“**Effective Date**”), is by and between McKesson Medical-Surgical Inc., having its principal place of business at Suite 4000, Richmond, Virginia 23233 (“**Seller**”), and the Buyer listed below, having its principal place of business at the address listed below (“**Buyer**”).

1) TERM AND TERMINATION

- 1.1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for the Term of Agreement stated in the Product Order Form, or until terminated. The form Product Order Form is attached hereto as Attachment A (“**Product Order Form**”).
- 1.2. **Termination.** This Agreement may be terminated (i) by either party if the other party defaults in the performance of this Agreement, on thirty (30) days’ prior written notice to the other, specifying the nature of the default, unless such other party cures that default within the thirty (30) day period, or (ii) by Seller, without cause, upon ninety (90) days notice to Buyer. Additionally, Seller may terminate this Agreement immediately upon notice to Buyer if Buyer becomes more than sixty (60) days delinquent in payment of any fees due to Seller.

2) PRODUCT ORDER FORMS

- 2.1. **Additional Product Order Forms.** The parties may attach additional Product Order Forms to this Agreement without amendment.
- 2.2. **Termination.** An individual Product Order Form may be terminated (i) by either party if the other party defaults in its performance, on thirty (30) days’ prior written notice to the other, specifying the nature of the default, unless such other party cures that default within the thirty (30) day period, or (ii) by Seller, without cause, upon ninety (90) days notice to Buyer. Additionally, Seller may terminate a Product Order Form immediately upon notice to Buyer if Buyer becomes more than sixty (60) days delinquent in payment of any fees due to Seller.
- 2.3. **Effect of Termination on Product Order Forms.** Upon any termination or expiration of this Agreement, each Product Order Form shall automatically terminate, with no further action required by the parties.

3) LAB INFORMATION SYSTEM

- 3.1. **System.** Seller will provide Buyer with access to the lab information system listed on the Product Order Form (“**System**”). Details regarding Buyer’s access to and use of the System, including any software, hardware, and interfaces provided by the licensor or required of Buyer, are included in the terms and conditions agreed upon between Buyer and the licensor of the System (the “**System Agreement**”).
- 3.2. **Payment Terms.** The payment details for the System(s) and any miscellaneous system fees are listed on the Product Order Form. All payments for the System(s) and any miscellaneous system fees are due within Net 30, unless otherwise noted in the Product Order Form.

4) EQUIPMENT (if applicable)

- 4.1. **Pricing.** Seller agrees to sell and Buyer agrees to purchase, itself or through a leasing arrangement, at the Quoted Price Per Unit the equipment listed on each Product Order Form (“**Equipment**”) attached to this Agreement. Seller’s prices do not include sales, use, excise, or similar taxes.
- 4.2. **Payment Terms.** All payments for the Equipment are due within Net 30, unless otherwise noted in the Product Order Form.
- 4.3. **Delivery Date.** Delivery and completion schedules provided by Seller are approximate only and are based on conditions at the time of acceptance of Buyer’s order.
- 4.4. **Delay in Acceptance of Delivery.** Should the agreed delivery date of Equipment be postponed by Buyer, Seller shall have the right to deliver Equipment to a storage area at Buyer’s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver to such storage area.
- 4.5. **Escalation.** Unless otherwise agreed to in writing, except for Equipment to be delivered within ninety (90) days of Seller’s acceptance of Buyer’s order, Seller reserves the right to increase its prices to those in effect at the time of shipment.
- 4.6. **Security Interest.** Unless the Equipment was purchased by Buyer through a leasing arrangement, Buyer hereby grants to McKesson Corporation, a Delaware corporation, for itself and as collateral agent for each of its affiliates, including but not limited to, McKesson Medical-Surgical Inc. and McKesson Medical-Surgical Minnesota Supply Inc. (“**McKesson**”), a security interest in and lien on all of Buyer’s right, title, and interest in and to the Equipment and all products and proceeds thereof, as security for Buyer’s payment obligations hereunder. Buyer hereby authorizes McKesson to file any UCC financing statement or amendment that McKesson considers necessary to perfect or protect such security interest. If Buyer defaults under this Agreement, Seller has all rights and remedies under applicable law for enforcement of its security interest, which may include the right to self-help repossession of the Equipment.
- 4.7. **Changes, Cancellation, And Return.**

- 4.7.1. Orders for Equipment accepted by Seller are not subject to change, except upon written agreement.
- 4.7.2. Orders for Equipment accepted by Seller are non-cancellable by Buyer except upon Seller's written consent and payment by Buyer of Seller's cancellation charges of up to twenty-five percent (25%) of the price of the affected Equipment, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Buyer or Equipment be returned to Seller after shipment has been made from the supplier of such Equipment.
- 4.8. Equipment Installation – Additional Charges.
- 4.8.1. Installation by Seller: The following applies if Seller or its authorized subcontractor install Equipment: Subject to fulfillment of the obligations set forth in Section 4.8.3 (Buyer's Obligations) below, Seller or the authorized subcontractor shall install Equipment covered hereby and connect same to the requisite safety switches and power lines to be installed by Buyer. Except as otherwise specified below, if such installation and connection are performed by Seller or the authorized subcontractor's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the continental United States and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown and the responsibility of Buyer.
- 4.8.2. Trade Unions: If a trade union, or unions, prevent Seller or its authorized subcontractor from performing the above work, Buyer shall make all required arrangements with the trade union, or unions, to permit Seller or the authorized subcontractor's completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by Buyer and Seller or its authorized subcontractor's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.
- 4.8.3. Buyer's Obligations: Buyer shall at its expense, provide all necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of Equipment. Additionally, Buyer shall provide free access to the premises of installation, and if necessary, safe space thereon for storage of products and equipment prior to installation by Seller or its authorized subcontractor. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, the same shall be performed or procured by Buyer at Buyer's expense. In the event that Seller or its authorized subcontractor is requested to supervise the installation, it remains Buyer's responsibility to comply with local regulations. Seller, or its authorized subcontractor, is not an architect and all drawings furnished by Seller or its authorized subcontractor are not construction drawings.
- 4.8.4. Regulatory Reporting: In the event that any regulatory activity is performed by other than Seller authorized personnel, Buyer shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.
- 4.8.5. Completion of Installation: Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures. Notwithstanding the foregoing, first use of the products by Buyer, its agents or employees for any purpose after delivery, without the express written approval of Seller, shall constitute completion of installation.

5) CONSUMABLES AND REAGENTS, if applicable

- 5.1. Purchase Commitment and Pricing. Buyer will purchase any and all of the items, including reagents, needed to operate the Equipment ("**Consumable Products**") from Seller, including those Consumable Products submitted by Buyer on a Product Order Form, as provided in this Section 4.
- 5.1.1. Pursuant to Placement Agreement: Seller, as an authorized dealer of the Consumable Products, agrees to provide to Buyer and Buyer agrees to purchase from Seller such Consumable Products as described in the placement agreement between Buyer and the manufacturer of the Equipment and/or Seller ("**Placement Agreement**"). Seller may review Buyer's purchase commitment of Consumable Products and take action as to Buyer's failure to comply with such purchase commitment as consistent with the Placement Agreement.
- 5.1.2. Pursuant to this Agreement: If the Placement Agreement does not provide pricing and/or purchase commitment information, Seller agrees to provide such Consumable Products to Buyer for the term of the agreement at the prices listed on the Product Order Form, provided that such pricing is subject to adjustment in the event supplier costs increase. Buyer agrees to purchase Consumable Products in the quantities listed on the Product Order Form within the time periods listed on the Product Order Form. Seller will review Buyer's compliance with this purchase commitment on a quarterly basis, and reserves the right to ship to Buyer and invoice Buyer for any Consumable Products that have not been ordered in compliance with this purchase commitment before the end of each quarter.
- 5.2. Reagent Discounts. Seller will provide Buyer with the discount(s) listed on the Purchase Order Form, as applicable. These discounts are in addition to any discounts included in the pricing reflected in the Product Order Form. Buyer agrees that the applicable system or construction is integral to Buyer's meaningful use of the Equipment with Buyer's health information technology systems or that the applicable discounted Consumable Products are necessary to test and validate the Equipment prior to Buyer's use. If required by the manufacturer or otherwise, Buyer must provide Seller with a paid invoice evidencing Buyer's purchase of the applicable system or construction.

6) MISCELLANEOUS

- 6.1. **Other Terms.** If the parties agree to other and/or different terms than as stated herein, such terms and conditions shall be described in the Product Order form as **"Other Terms"**.
- 6.2. **Time is of the Essence:** Time is of the essence in the payment and performance of this Agreement.
- 6.3. **DISCLAIMER.** SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE SYSTEM OR ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. BUYER WILL LOOK TO THE LICENSOR OF THE SYSTEM OR MANUFACTURER OF THE PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN SELLER) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT. BUYER SHALL NOT HOLD SELLER LIABLE FOR ANY DEFECT IN THE SYSTEM, PRODUCTS OR SERVICES, REGARDLESS OF KIND. CUSTOMER AGREES TO FILE SOLELY WITH THE LICENSOR OF THE SYSTEM, MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN SELLER) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF THE SYSTEM, PRODUCTS OR SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- 6.4. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, INTERRUPTION OF SERVICE, LOSS OF USE, BUSINESS, PROFITS OR REVENUE, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT LEADING TO SUCH LIABILITY.
- 6.5. **Compliance With Laws.** Nothing in this Agreement will be construed as requiring Seller to perform any obligations hereunder or engage in any action or omission that Seller reasonably determines as violating any applicable laws or putting Seller in jeopardy of violating any applicable laws. Seller will have the right, within its sole and absolute discretion, to immediately terminate this Agreement, in whole or in part, without liability if continued performance of any part of this Agreement would violate any laws or put Seller in jeopardy of violating any laws. Buyer will comply with all applicable laws in any way relating to the transactions to be performed under this Agreement or to the maintenance of Buyer's records relating thereto.
- 6.6. **Waiver.** Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.
- 6.7. **Entire Agreement.** Seller's terms of sale referenced on Seller's invoice shall apply to all purchases of System(s), Equipment, and Consumable Products under this Agreement, unless Buyer is participating in a group purchasing program for which Seller has executed a group purchasing agreement with the applicable GPO, in which case the documents will control in the following order: the Product Order Form, this Agreement, the applicable group purchasing agreement, and then the terms of sale referenced on Seller's invoice. This Agreement may not be modified, supplemented or extended except by a writing signed by both parties. This Agreement supersedes any and all prior Seller agreements and discount plans in which Buyer may currently be participating.

IN WITNESS WHEREOF, the parties have signed and dated this Agreement in the spaces below.

Buyer: HIDALGO COUNTY HEALTH DEPARTMENT

By: Richard F Cortez

Printed Name: Richard F Cortez

Title: Hidalgo County Judge

Date: Sep 18, 2023

Bill To Address: 1304 S 25TH AVE BLDG B., EDINBURG TX
78542-7205

Bill To #: 58880337

MCKESSON DocuSigned by: **INC.**

By: Deborah S. Haywood

Printed Name: Deborah Haywood

Title: GM, Vice President, Government

Date: 9/14/2023

Account Manager's Name: Anita Roussel

Attachment A: Product Order Form

Please check here if you would like to be contacted about having a standing order for the Consumable Products.

Contact Name: _____

Contact Number: _____

Product Order Form

This Product Order Form is attached to the Lab Technology and Equipment Supply Agreement between Buyer and McKesson Medical-Surgical Inc., and is governed by the terms and conditions contained therein.

Buyer:	<u>HIDALGO COUNTY HEALTH DEPARTMENT</u>	Bill To #:	<u>58880337</u>
Date:	<u>09/13/2023</u>	Ship To #:	<u>87472442</u>
Location:	<u>1304 S 25TH AVE BLDG B., EDINBURG TX 78542-7205</u>	Quote Number:	<u>355400089</u>
Quote Date:	<u>09/13/2023</u>		<u>Pricing Per Sourcewell Contract 022422-MML</u>

System Payment Terms (Miscellaneous Fees):

Description	McKesson Item #	Quantity	List Price Per Unit	Quoted Price Per Unit	Extended Price
LabDAQ LIS Software Package	TBD	1	N/A	\$125,188.00	\$125,188.00
Prepaid Annual Maintenance - (Month 13-36)	TBD	2	N/A	\$12,518.80	\$25,037.60
Total:					\$150,225.60

Term of Agreement: Perpetual**GPO:** n/a**Payment Terms:** Net 30**Other Terms:**

- Prices for Consumable Products not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.
- Seller reserves the right to withdraw this Agreement if it is not executed within thirty (30) days.
- Promotional pricing is subject to promotional dates. Pricing Per Sourcewell Contract 022422-MML

ACKNOWLEDGED AND AGREED BY BUYER:By: Richard F CortezPrinted Name: Richard F CortezTitle: Hidalgo County JudgeDate: Sep 18, 2023

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON August 22, 2023.

Agenda Item No. 91665

Executive Office: MS

VENDOR:

McKesson Medical-Surgical Inc

Deborah S. Haywood

DF69AEC1C2D4447...

COUNTY:

COUNTY OF HIDALGO

Richard F. Cortez

Hon. Richard F. Cortez, County Judge

Name, Title

Deborah Haywood, GM, Vice President, Government

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

Michelle Lopez

Michelle Lopez (Sep 15, 2023 08:27 CDT)

Michelle Lopez, Assistant District Attorney

ATTEST:



Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

Minutes

SUPPLEMENTAL SIGNATURES:

(If Applicable)

by Project Engineer HC Drainage District No.1, with the authority for County Judge to sign all required documentation.

F. IT Department

OK ✓

- 1. AI-92084 Requesting approval to purchase Cisco Duo Subscription and hardware tokens through HC's membership with DIR Cooperative Contract (DIR-TSO-4167) from Insight Public Sector, in the total amount of \$197,657.50.
- 2. AI-91979 Requesting approval to renew the maintenance agreement with SHI Information Technology Solutions and Services for NEOGOV through OMNIA Cooperative Contract No. (2018011-02) in the amount of \$113,635.45.

G. Health & Human Services Dept.

OK ✓

- 1. AI-91989 Requesting approval to exercise the thirty (30) day "Termination Notice" as stated in the "Lease Agreement" with CHCT Texas, LLC as requested by Hidalgo County Health and Human Services Department due to services no longer being needed (C-21-0480-06-15).
- 2. AI-91996 Requesting acceptance and approval of the best and final negotiated offer meeting all requirements for a service contract between Hidalgo County and H-E-B Rxtra Advantage for Prescription Drug Services, with authority for County Judge to sign any additional documents (C-23-0214-08-2).

APPROVED

- 3. AI-91665 A. Requesting approval of Lab Technology & Equipment Agreement between HC Health Department and McKesson Medical-Surgical Inc. for the purchase of LabDAQ LIS Software Package and Prepaid Annual Maintenance from their distributor McKesson through HC'S membership with Sourcewell Cooperative (#022422-MML) in the amount of \$150,255.60 with authority for the County Judge to sign all required documents.
- B. Requesting approval to enter into a thirty-six (36) month Software License and Service Agreement between HC Health Department and CompuGroup Medical Inc. (CGM) for the prepaid annual maintenance of the LabDAQ equipment with authority for the County Judge to sign all required documents.

H. Facilities Management

OK ✓

- 1. AI-92070 Requesting approval to award job order contractor, Rio United Builders, LLC through HC membership with TIPS (JOC Contract 211001), for the "Weslaco Health and WIC Clinic Parking Lot Improvements project", in the amount of \$50,580.00, with authority to issue Notice to Proceed upon receipt of the required payment bond.
- 2. AI-92018 Requesting approval to award job order contractor, G & S Glass, LLC through HC membership with TIPS (JOC Contract 211001), for the "Hidalgo County Annex III Wet Glazing of Glass to Frame project", in the amount of \$72,728.71, with authority to issue a Notice to Proceed upon receipt of the required payment bond.



Ived Sepulveda <ived.sepulveda@co.hidalgo.tx.us>

23-0301 LabDAQ LIS Software Package & Annual Maintenance

Michelle Spychalla <Michelle.Spychalla@sourcewell-mn.gov>

Thu, Aug 10, 2023 at 1:05 PM

To: Ived Sepulveda <ived.sepulveda@co.hidalgo.tx.us>, Lindsey Meech <Lindsey.Meech@sourcewell-mn.gov>

Ived,

I apologize for the delay in my response. Thank you for inquiring about our [Sourcewell Awarded McKesson Government Contract #022422-MML](#). I have verified with my national point of contact at McKesson that your proposal is covered on and compliant with the established contract. MMSGs has offered a 20% discount for all products and services for this contract with some exceptions. You can see the pricing details outlined in Table 11 on page 33 of the [contract](#). Please let me know if you have any additional contract inquiries. McKesson has an online ordering site SMO/Supply Manager Online that lists all the products McKesson offers. If you need to establish an account through the SMO portal, your sales representative from McKesson will be able to assist.

Thank you,

Michelle

Michelle Spychalla | Supplier Development Administrator

Office: 218-895-4173 | Cell: 320-491-4712

Website: sourcewell-mn.gov

From: Ived Sepulveda <ived.sepulveda@co.hidalgo.tx.us>**Sent:** Wednesday, August 2, 2023 9:11 AM**To:** Lindsey Meech <Lindsey.Meech@sourcewell-mn.gov>; Michelle Spychalla <Michelle.Spychalla@sourcewell-mn.gov>**Subject:** 23-0301 LabDAQ LIS Software Package & Annual Maintenance**EXTERNAL**

[Quoted text hidden]

Contract Information

Cooperative Name	Sourcewell
Contract Name	Medical supplies, healthcare solutions, distribution & resources
Contract Number	022422-MML
Contract Term	04/30/2022 - 04/30/2026
Categories	Health & Science Health & Science: Medical Supplies Health & Science: Science & Lab

Benefits

Sourcewell contract 022422-MML gives access to the following types of goods and services:

- Medical supplies
- Pharmaceuticals
- Diagnostic instruments
- Diagnostic supplies
- Distribution services
- Ambulatory equipment
- Personal protective equipment
- Clinical resources
- Healthcare solutions
- Instruments











C-23-0301-08-22 McKesson Medical-Surgical Inc.

Final Audit Report


2023-09-18


Created:	2023-09-14
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXUzrmFtKrxIW2TzXJstbMb254NcXygAb


"C-23-0301-08-22 McKesson Medical-Surgical Inc." History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2023-09-14 - 9:13:12 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2023-09-14 - 9:18:20 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2023-09-14 - 9:22:03 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2023-09-14 - 9:22:11 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2023-09-14 - 9:22:14 PM GMT
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2023-09-15 - 1:27:32 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2023-09-15 - 1:27:51 PM GMT
-  Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2023-09-15 - 1:27:53 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature
2023-09-15 - 1:27:55 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us
2023-09-15 - 1:33:50 PM GMT





 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez
2023-09-18 - 2:48:08 PM GMT


 Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)
Signature Date: 2023-09-18 - 2:48:10 PM GMT - Time Source: server


 Document emailed to daniela.garza@co.hidalgo.tx.us for approval
2023-09-18 - 2:48:12 PM GMT


 Email viewed by daniela.garza@co.hidalgo.tx.us
2023-09-18 - 3:00:46 PM GMT


 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza
2023-09-18 - 8:31:17 PM GMT


 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2023-09-18 - 8:31:19 PM GMT - Time Source: server


 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2023-09-18 - 8:31:21 PM GMT


 Email viewed by arturo.guajardo@co.hidalgo.tx.us
2023-09-18 - 8:33:35 PM GMT


 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2023-09-18 - 8:34:18 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2023-09-18 - 8:34:20 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval
2023-09-18 - 8:34:23 PM GMT

 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
2023-09-18 - 8:35:08 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2023-09-18 - 8:35:32 PM GMT - Time Source: server

 Agreement completed.
2023-09-18 - 8:35:32 PM GMT



This Software License and Services Agreement ("Agreement")

is entered into by and between:

CompuGroup Medical Inc. ("CGM")
with its headquarters located at
3838 N. Central Ave., Ste. 1600
Phoenix, AZ 85012

Daniela E. Garza

E-signed 2023-09-18 03:31PM CDT
daniela.garza@co.hidalgo.tx.us



and

SHIP to:
Hidalgo County Health Department ("You")
Client Number: 13197658
1304 S 25th Ave
Edinburg, TX 78542
Phone: +19563836221
Email: veronica.cuate@hchd.org
Contact Name: Veronica Cuate

SOLD To:
McKesson Medical Surgical
Client Number: 20000200
Anita Roussel
Phone: 682-358-5873
Email: anita.roussel@mckesson.com
Contact Name: Anita Roussel

Contact Name: Veronica Cuate
Phone: +19563836221
Email: veronica.cuate@hchd.org

CGM Employee Responsible: David Delgado
Phone: (800) 359-0911
Fax: (410) 517-0331
Email: david.delgado@cgm.com

Quote Number/Order Number: 355400089

Throughout this Agreement, You and CGM may be referred to as "the Parties" or each as "a Party".

This Agreement and the following exhibits comprise the entire agreement between the Parties:

- Exhibit A: Products and Services
- Exhibit B-2: Payment Options and Authorization
- Exhibit C: CompuGroup Medical US LAB Terms and Conditions (cgmus.com/full-c-lab)
- Exhibit D: Business Associate Agreement (cgmus.com/ex-d)
- Exhibit E: Third-Party Terms and Conditions (cgmus.com/3rd_pty_terms)
- Exhibit F: Hardware Configuration Specifications (cgmus.com/sys-reqs-lab)

This Agreement, when signed by You, supersedes and replaces any other materials provided by either Party to the other Party (including any proposal of which this Agreement is a part). The undersigned hereby represents and warrants to CGM that they have the full capacity, power, authority and legal right to sign this Agreement on behalf of the Client and obligate it to the terms thereof.

REQUIRED

Initials


By initialing the box to the left, You acknowledge that You have read and agree to the all of the terms and conditions set forth in Exhibits C, E and F (as applicable) and are authorized to do so

Initials

By initialing the box to the left, You acknowledge that You have read and agree to the terms and conditions set forth in Exhibit D and are authorized to do so. If you attach a separate Business Associate Agreement, please enter "N/A" in the box to the left.

The **Effective Date** of this Agreement is _____ (if no date is entered, then the Effective Date of this Agreement is the date You sign this Agreement below).

CGM

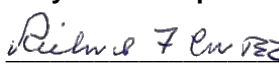
Signature: 
Carl Smith (Sep 14, 2023 17:14 CDT)

Printed Name: Carl Smith

Title: General Manager

Date: Sep 14, 2023

Hidalgo County Health Department

Signature: 

Printed Name: Richard F. Cortez

Title: Hidalgo County Judge

Date: Sep 18, 2023

The offer is valid until: 10/30/2023

Please return to Sales.Lab.US@CGM.com or fax (410) 517-0331



EXHIBIT A: PRODUCTS AND SERVICES

Notes: This Exhibit A outlines fees for those products and services provided by CGM. This Exhibit A is effective unless and until it is amended by an Exhibit A with an "Exhibit A Date" that is later than the Exhibit A Date set forth above. All fees are exclusive of any state or local sales taxes. Professional Services will be provided during CGM's standard business hours of 8:00 a.m. to 5:00 p.m., Your local time, excluding weekends and holidays, within the 48 contiguous United States.

INITIAL TERM OF AGREEMENT: The initial term of the Agreement starts on the Effective Date and ends thirty-six (36) months from the earliest Go Live date for any Program or Services shown below.

Non Recurring Items

Quantity	Product ID	Description
1.00	90002360	CGM LABDAQ Software Base_BB
25.00	90000830	CGM LABDAQ Concurrent License_BB
1.00	90004096	MS SQL Server License (Runtime)_BB
25.00	90004097	MS SQL Device CAL License (Runtime)_BB
1.00	90000862	CGM LABDAQ Bar Code Software_BB
1.00	90000866	CGM LABDAQ Email Option_BB
1.00	90000885	CGM LABDAQ Data Miner_BB
1.00	90000834	CGM LABDAQ Autoverification_BB
1.00	90006402	CGM LD PCRLinking (ABR)wMicro_BB
5.00	10012784	Analyzer Interface Card
3.00	10029471	Label Printer 2" GoDex DT2X
3.00	10012810	Bar Code Reader (handheld)
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int_BB
1.00	90000858	CGM LABDAQ Unidirect Analyzer Int_BB
1.00	90000856	CGM LABDAQ Host Query Analyzer Int_BB
1.00	90000856	CGM LABDAQ Host Query Analyzer Int_BB
1.00	90000856	CGM LABDAQ Host Query Analyzer Int_BB
1.00	90000890	CGM LABDAQ Micro Analyzer Int_BB
1.00	90000890	CGM LABDAQ Micro Analyzer Int_BB
1.00	90003682	CGM LABDAQ File-Based Unidirectional_BB
1.00	90003682	CGM LABDAQ File-Based Unidirectional_BB
18.00	40001955	Day(s) On Site
1.00	40001959	Site Visit(s)
1.00	40001959	Site Visit(s)
1.00	40001959	Site Visit(s)
1.00	40001959	Site Visit(s)
8.00	40001961	Professional Services
1.00	90002235	CGM LK-H Results Export_BB
1.00	90002236	CGM LK-H D/O/R Intrfc- No PID Conv_BB
1.00	90002363	CGM LABDAQ Custom Report_BB
3.00	10012816	Zebra Labels (1 Roll)
1.00	90002293	CGM LABDAQ Reference Lab Development_BB
1.00	90001380	CGM LABDAQ Scan Multi-Pg Attachments_BB

List Price	\$ 218,838.00
Less Discount	- \$ 93,650.00
Prepaid Maintenance, 2 years (months 13-36)	\$ 25,037.60
Net Price	\$ 150,225.60



NOTES:

In regards to item numbers 90002293 and 31013150:

Reference Lab:

DSHS Austin Laboratory
Client Number: 13197502
1100 West 49th Street
Austin, TX 78756
Phone: +1 (512) 776-7598
Email: labinfo@dshs.texas.gov

Hidalgo County Health Department will send orders to DSHS Austin Laboratory 13197502, and DSHS Austin Laboratory 13197502 will send results back to Hidalgo County Health Department.

Statement of Work:

CGM will provide the Reference Lab with detailed specifications for electronic communication to and from CGM within ten (10) business days from a valid system order and receipt of deposit. Upon the receipt of the specifications ("Specifications") for interface from CGM, Reference Lab shall modify its interface in accordance with the Specifications to assure that the resulting customized interface shall have the capability of communicating electronically with CGM LABDAQ to allow Customer approved by Reference Lab to electronically order and electronically receive laboratory test results from Reference Lab. Reference Lab is responsible for providing the connectivity between itself and the Customer site in order to transfer files electronically.

Reference Lab shall provide CGM with written confirmation of Customer approval to use the customized CGM LABDAQ interface module and a secure VPN connection to Customer site. CGM shall provide the following services to the Customer with an active technical support agreement:

- A. Install and configure the customized CGM LABDAQ Interface module at the Customer's location(s);
- B. Test the customized CGM LABDAQ Interface module at Customer's location(s) to confirm that said Interface performs in substantial Accordance to the specification.

Reference Lab will ensure the Virtual Private Network ("VPN") connection between the Customer site and Reference Lab is encrypted to and in compliance with HIPAA standards.

Reference Lab shall promptly notify CGM in writing in the event that it makes any updates or changes to the Specifications or to the Interface such that the Specifications are affected. The Parties shall mutually agree upon a reasonable timeframe during which CGM shall modify the Interface so as to conform to all updates and changes to the Specifications. CGM reserves the right to charge on a time and materials basis for making such modifications to the Interface.

CGM is not responsible for providing telephone or internet access required to support the customized CGM LABDAQ interface module, including any monthly charges for telephone or internet access, or for consumable items used by the Customer, i.e., paper, forms or labels. CGM is also not responsible for the connection required between the Customer and Reference Lab or printer required to support the printing of Reference Lab's requisitions.

NOTES:

In Regards to item numbers 90002363 31004818:

Language Result report changes:

CGM will create a new custom report for the latest released version of CGM LABDAQ SQL based on the Result Report. If you are not on the latest release version of CGM LABDAQ SQL please call our Support team to update to the latest version during normal business hours at no cost to ensure on time delivery of your report. A watermarked test report will be available within 25 business days of a valid system order. The following changes will be applied to the new custom report:

For Microbiology type panels:

- The new custom report will display the cumulative results for preliminary tests performed until the report is finalized.
- The table displaying the tests names and results for antibiotics will display horizontal lines below every test for ease of reading results.

For Lab type panels:

- The report will display panel sorting group name in white bold font, over a blue (RGB:42, 60, 128) background spanning the entire width of the page.

Prior to development CGM will require a copy of your data to validate the new Custom report request outlined above in your environment. A member of our support team will reach out to you to obtain a copy of your data. It is the client's responsibility to test and verify, within twenty-five (25) business days of receipt of the report, that the watermarked report is working in accordance with the specifications as defined within the contract. No reply within twenty-five (25) business days will mark the report as accepted and processed for invoicing and payment. Requested changes must be provided in writing to CGM through a designated point of contact. CGM will determine if requested changes are within scope of this contract. The time to complete additional in-scope changes will be provided once the revision request is reviewed. In most cases, in-scope changes will be completed and redelivered within ten (10) business days from the client's request. It is the client's responsibility to test and verify, within ten (10) business days of receipt of the report, that the watermarked report containing in-scope changes is working as expected and contracted. No reply within ten (10) business days will mark the report as accepted and processed for invoicing and payment.

Once all changes are accepted, the client will need to contact the Implementation Engineer to have the watermark removed and the final report delivered. No further modifications will be made to the report as part of this agreement. Changes that are out of scope or requested after acceptance will require a new contract and will incur additional fees. Time to completion for these additional requested items will be documented on the new contract.

EXHIBIT C

ADDENDUM TO COMPUGROUP MEDICAL US TERMS AND CONDITIONS

This Addendum to ("Addendum") of the Software License and Services Agreement ("Agreement"), is entered into by CGM and You.

Throughout this Addendum, You and CGM may be referred to as "**the Parties**" or each as "**a Party**".

This Addendum is attached and incorporated by reference into the Agreement. Except as set forth in this Addendum, the Parties hereby reaffirm all terms, covenants and conditions contained in this Agreement, which shall remain in full force and effect. To the extent the terms of this Addendum are inconsistent with the terms of This Agreement, the terms of this Addendum shall control but solely to the extent of such inconsistency.

Parties hereby agree as follows:

1. Section 8 of CompuGroup Medical US Terms and Conditions is hereby amended to include the following:

4.4.5 Contractors, Subcontractors, & Third Parties. The Parties agree that You, CGM Client, Hidalgo County Health Department shall be solely responsible for ensuring that any contractor, subcontractor or third party DSHS Austin Laboratory , of CGM Client Hidalgo County Health Department, who requires the use of, or access to any services, products, or proprietary and confidential information used or disclosed under the Agreement, shall comply with any confidentiality and non-disclosure requirements under the Agreement. Furthermore, CGM Client, Hidalgo County Health Department shall also guarantee that any contractor, subcontractor, or third party of CGM Client, Hidalgo County Health Department does not violate any applicable law or regulation, including without limitation, any regulations and requirements under HIPAA. Any penalties or damages incurred as a result of a breach of the confidentiality and non-disclosure provisions of the Agreement, or a violation of any applicable law or regulation, shall be the sole responsibility of CGM Client, Hidalgo County Health Department .

COMPUGROUP MEDICAL, INC.

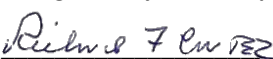
Signature: 
Carl Smith (Sep 14, 2023 17:14 CDT)

Printed Name: Carl Smith

Title: General Manager

Date: Sep 14, 2023

CGM Client Hidalgo County Health Department

Signature: 

Printed Name: Richard F. Cortez

Title: Hidalgo County Judge

Date: Sep 18, 2023

EXECUTED as of the day and year first written above.


APPROVED BY COMMISSIONERS' COURT ON August 22, 2023.

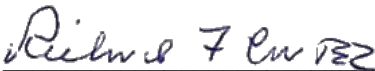
Agenda Item No. 91665

Executive Office: MS


VENDOR:
CompuGroup Medical (CGM)

COUNTY:
COUNTY OF HIDALGO




Carl Smith (Sep 14, 2023 17:14 CDT)
Carl Smith, General Manager


Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios


Michelle Lopez (Sep 15, 2023 09:04 CDT)
Michelle Lopez, Assistant District Attorney

ATTEST:



Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Minutes

SUPPLEMENTAL SIGNATURES:
(If Applicable)

by Project Engineer HC Drainage District No.1, with the authority for County Judge to sign all required documentation.

F. IT Department

OK ✓

- 1. AI-92084 Requesting approval to purchase Cisco Duo Subscription and hardware tokens through HC's membership with DIR Cooperative Contract (DIR-TSO-4167) from Insight Public Sector, in the total amount of \$197,657.50.
- 2. AI-91979 Requesting approval to renew the maintenance agreement with SHI Information Technology Solutions and Services for NEOGOV through OMNIA Cooperative Contract No. (2018011-02) in the amount of \$113,635.45.

G. Health & Human Services Dept.

OK ✓

- 1. AI-91989 Requesting approval to exercise the thirty (30) day "Termination Notice" as stated in the "Lease Agreement" with CHCT Texas, LLC as requested by Hidalgo County Health and Human Services Department due to services no longer being needed (C-21-0480-06-15).
- 2. AI-91996 Requesting acceptance and approval of the best and final negotiated offer meeting all requirements for a service agreement between Hidalgo County and H-E-B Rxtra Advantage for Prescription Drug Services, with authority for County Judge to sign any additional documents (C-23-0214-08-2).

APPROVED

- 3. AI-91665 A. Requesting approval of Lab Technology & Equipment Agreement between HC Health Department and McKesson Medical-Surgical Inc. for the purchase of LabDAQ LIS Software Package and Prepaid Annual Maintenance from their distributor McKesson through HC'S membership with Sourcewell Cooperative (#022422-MML) in the amount of \$150,255.60 with authority for the County Judge to sign all required documents.
- B. Requesting approval to enter into a thirty-six (36) month Software License and Service Agreement between HC Health Department and CompuGroup Medical Inc. (CGM) for the prepaid annual maintenance of the LabDAQ equipment with authority for the County Judge to sign all required documents.

H. Facilities Management

OK ✓

- 1. AI-92070 Requesting approval to award job order contractor, Rio United Builders, LLC through HC membership with TIPS (JOC Contract 211001), for the "Weslaco Health and WIC Clinic Parking Lot Improvements project", in the amount of \$50,580.00, with authority to issue Notice to Proceed upon receipt of the required payment bond.
- 2. AI-92018 Requesting approval to award job order contractor, G & S Glass, LLC through HC membership with TIPS (JOC Contract 211001), for the "Hidalgo County Annex III Wet Glazing of Glass to Frame project", in the amount of \$72,728.71, with authority to issue a Notice to Proceed upon receipt of the required payment bond.












C-23-0301-08-22 CompuGroup Medical (CGM)

Final Audit Report

2023-09-18

Created:	2023-09-14
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbfBFrLyshfbA3VAixzzwvb4S2-RT3KLG

"C-23-0301-08-22 CompuGroup Medical (CGM)" History

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-  Document emailed to carl.smith@cgm.com for signature
2023-09-14 - 9:23:08 PM GMT
-  Email viewed by carl.smith@cgm.com
2023-09-14 - 9:47:26 PM GMT
-  Signer carl.smith@cgm.com entered name at signing as Carl Smith
2023-09-14 - 10:14:47 PM GMT
-  Document e-signed by Carl Smith (carl.smith@cgm.com)
Signature Date: 2023-09-14 - 10:14:49 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2023-09-14 - 10:14:51 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2023-09-14 - 10:26:39 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2023-09-15 - 1:57:53 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2023-09-15 - 1:57:56 PM GMT
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2023-09-15 - 2:02:19 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2023-09-15 - 2:04:53 PM GMT




 Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)


Signature Date: 2023-09-15 - 2:04:55 PM GMT - Time Source: server

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2023-09-15 - 2:04:58 PM GMT

 Email viewed by countyjudge@co.hidalgo.tx.us

2023-09-15 - 2:09:32 PM GMT

 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F. Cortez

2023-09-18 - 3:00:20 PM GMT

 Document e-signed by Richard F. Cortez (countyjudge@co.hidalgo.tx.us)


Signature Date: 2023-09-18 - 3:00:22 PM GMT - Time Source: server

 Document emailed to daniela.garza@co.hidalgo.tx.us for approval


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2023-09-18 - 8:31:55 PM GMT

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Approval Date: 2023-09-18 - 8:31:57 PM GMT - Time Source: server

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2023-09-18 - 8:34:33 PM GMT

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Approval Date: 2023-09-18 - 8:35:03 PM GMT - Time Source: server



✔ Agreement completed.

2023-09-18 - 8:35:03 PM GMT



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Acrobat Sign