

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

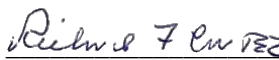
Signature: 
Carl Smith (Sep 14, 2023 17:14 CDT)

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



The above amount will be paid to
your distributor/dealer.

Recurring Monthly Fee Items

Quantity	Product ID	Description	Other Information
1.00	31005624	Maintenance- CGM LABDAQ Software (Base)	
25.00	31006593	Maintenance-CGM LABDAQ ConcurrentLicense	
1.00	36005855	Maintenance-MS SQL ServerStd License(RT)	
25.00	36005856	Maintenance-MS SQL DeviceCAL License(RT)	
1.00	31006634	Maintenance-CGM LABDAQ Bar Code SW	
1.00	31006638	Maintenance-CGM LABDAQ Email	
1.00	31006678	Maintenance- CGM LABDAQ Data Miner	
1.00	31007003	Maintenance-CGM LABDAQ Autoverifiy	
1.00	31024466	Maintenance- LD PCR (ABR) Incl Micro	
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Clinitek Advantus
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Quidel Sophia 1
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Quidel Sophia 2
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Abbott ID Now 1
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Abbott ID Now 2
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Abbott ID Now 3
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Abbott ID Now 4
1.00	31006635	Maintenance-CGM LABDAQ UnidirectAnalzInt	bioMerieux Mini Vidas
1.00	31006599	Maintenance-CGM LABDAQHostQryAnalyzerInt	Sysmex XN530
1.00	31006599	Maintenance-CGM LABDAQHostQryAnalyzerInt	Cepheid GeneXpert
1.00	31006599	Maintenance-CGM LABDAQHostQryAnalyzerInt	Abbott Alinity-CI
1.00	31013150	Maintenance-CGM LABDAQ Ref. Lab Dev.	DSHS Austin Laboratory 13197502
1.00	31006680	Maintenance-CGMLABDAQ MicroAnalyzer Int.	MicroScan Walkaway 40+
1.00	31006680	Maintenance-CGMLABDAQ MicroAnalyzer Int.	BD Mgit (epicenter)
1.00	31017359	Maintenance-CGM LD File-Based Uni	Biofire Torch
1.00	31017359	Maintenance-CGM LD File-Based Uni	Biofire Torch
1.00	31013142	Maint-Sub-CGM LK-H Results Export	State of TX ELR
1.00	31013143	Maint-Sub-CGM LK-H D/O/R - No PID Conv	Change Health EMR(MyInsite)
1.00	31004818	Maintenance- Custom Report	
1.00	31009440	Maintenance-CGMLABDAQScanMulti-PgAttachs	

Annual Recurring Monthly Fee Pricing

Software Net Price per year \$ 12,518.80

The Recuring Fee items above will be provided at no charge during the first 12 months from the go live date. Following years for this configuration will be billed at Net Prices above plus any newly implemented items, subject to any price increases as per the terms and conditions of this agreement.



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.

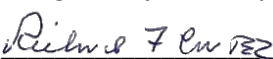
Signature: 
Carl Smith (Sep 14, 2023 17:14 CDT)

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 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.












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

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2023-09-14 - 9:19:03 PM GMT
-  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
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
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

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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


2023-09-18 - 3:00:24 PM GMT

 Email viewed by daniela.garza@co.hidalgo.tx.us


2023-09-18 - 3:00:45 PM GMT

 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza

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

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)


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

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2023-09-18 - 8:31:59 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2023-09-18 - 8:32:43 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2023-09-18 - 8:33:26 PM GMT

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Signature Date: 2023-09-18 - 8:33:28 PM GMT - Time Source: server

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2023-09-18 - 8:33:30 PM GMT

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

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

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



✔ Agreement completed.

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

