

I. Health & Human Services:

- 1. AI-94031 Requesting authority to exercise the first (1st) and final one (1) year contract extension with Mid Valley Cemetery, Inc. DBA Val Verde Memorial Gardens for "Burial Services and Plots for Unidentified Pauper Remains" (C-21-0792-03-08) under the same terms, and conditions as permitted under the current agreement.

J. HIDTA - Task Force:

- 1. AI-94008 District Attorney's Office-Task Force:
Requesting approval of one (1) 36-month lease agreement with Canon Financial Services for a copier (IMAGERUNNER ADVANCE DX C3935i Color unit), through HC's Membership with DIR Cooperative Contract (DIR-CPO-4437) in the amount of \$308.87 per month.

K. Sheriff's Office:

- 1. AI-94059 Pursuant to TxLGC 263.151.(1) requesting authorization to surplus and remove assets from Hidalgo County Sheriff's Office's inventory, declared as "Salvage Property" listed in "Exhibit A" due to items deemed obsolete for the purpose for which it was originally intended.

APPROVED

- 2. AI-94027 Requesting approval to exercise and ratify the retroactive one (1) year extension as provided in the current contract(C-19-319-05-07) for Legend and Non-Legend Pharmaceuticals with Correct RX Pharmacy Services, Inc., under the same rates, terms, and conditions.

C-21-171-02-28

L. Tax Office:

- 1. AI-94092 Requesting approval to exercise the final automatic one (1) year extension as provided in the current contract (C-20-263-02-26), with the City of Donna for "Scofflaw denial process", under the same terms and conditions.



NOTICE

January 22, 2024
Correct Rx Pharmacy Services, Inc.
Attn: Ellen H. Yankellow, President/CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076

Delivered via email:
rcampbell@correctrxpharmacy.com
Term: 02-01-2024 – 01/31/2025

Re: Extension 2 of 2 for Contract #: C-21-171-02-28
"Legend and Non-Legend Pharmaceuticals"

Dear Ms. Yankellow,

This letter is to notify you that Hidalgo County has chosen the option to exercise the one (1) year extension under the same rates, terms, and conditions for the above referenced project. To proceed, please return the following to Hidalgo County Purchasing Department via email to ived.sepulveda@co.hidalgo.tx.us no later than **3PM on Wednesday, January 31, 2024**:

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](#)
 - a. On box 3, please reference – **C-21-171-02-28**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the next available Commissioners' Court meeting for approval. Failure to submit all items requested in a timely manner, may result in delay of award.

Ellen H. Yankellow, PharmD
President and CEO

Authorized Representative Name

Signature

01/22/2024

Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Ived Sepulveda, Contract Specialist I, at (956) 318-2626, extension 4861.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Correct Rx Pharmacy Services, Inc.
 Hanover, MD United States

Certificate Number:
 2024-1114677

Date Filed:
 01/22/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-21-171-02-28
 Legend and Non-Legend Pharmaceuticals for the Hidalgo County Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yankellow, Ellen	Hanover, MD United States	X	
	Molofsky, Jill	Hanover, MD United States	X	
	Yankellow, Martin	Hanover, MD United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ellen H. Yankellow, and my date of birth is 03/30/1950.

My address is 823 Hillside Road, Lutherville MD 21093 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Anne Arundel County, State of Maryland, on the 22 day of January, 2024.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Correct Rx Pharmacy Services, Inc.
 Hanover, MD United States

Certificate Number:
 2024-1114677

Date Filed:
 01/22/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 01/24/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 C-21-171-02-28
 Legend and Non-Legend Pharmaceuticals for the Hidalgo County Sheriff's Office

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yankellow, Ellen	Hanover, MD United States	X	
	Molofsky, Jill	Hanover, MD United States	X	
	Yankellow, Martin	Hanover, MD United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

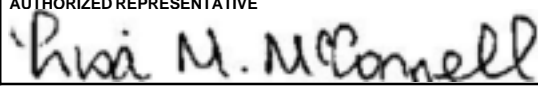
PRODUCER Blue Ridge Risk Partners, LLC 1120 C Professional Court Hagerstown MD 21740	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 301-733-2530 E-MAIL ADDRESS: certificates@blueridgeriskpartners.com		FAX (A/C, No): 301-791-1478
	INSURER(S) AFFORDING COVERAGE		
INSURED Correct Rx Pharmacy Services, Inc. 1352 Charwood Road, Suite C Hanover MD 21076	INSURER A : Cincinnati Insurance Company	NAIC # 10677	
	INSURER B : Cincinnati Insurance	10677	
	INSURER C : Hartford Fire & Its P&C Affiliates	9914	
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 770049949 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0112805	11/15/2023	11/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0112805 / EBA 0113061	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0112805	11/15/2023	11/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30WECR7996	11/15/2023	11/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Profession Liability Profession Liability			EPP0112805	11/15/2023	11/15/2024	Per Incident 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CYBER LIABILITY:
 Policy dates: 11/15/2023-11/15/2024
 Policy #: D02056951
 Tentative Carrier: ACE American Insurance Company
 NAIC 22667
 Limit \$5,000,000
 Hidalgo County is additional insured under the General Liability when required by written contract.

CERTIFICATE HOLDER Hidalgo County 711 El Cibolo Road Edinburg TX 78541 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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- ✓ 1. AI-88744 Requesting approval to exercise the first, one (1) year extension as permitted in contract C-21-171-02-28 "Agreement to provide pharmaceutical services" with CorrectRx Pharmacy Services under the same rates, terms, and conditions.

✓ H. Urban County:

APPROVED

- ✓ 1. AI-88880 Requesting authority to exercise the second, and final one (1) year renewal [under the same rates, terms, and conditions] with Los Tesoros Investments I, Ltd. as provided in contract C-18-187A-12-04 - "Lease of Office Space to House Hidalgo County Urban County Program."



2812 S. Bus. Hwy 281
 Edinburg, Texas 78539
 Phone: (956) 318-2626
 Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

NOTICE

December 12, 2022

Correct Rx Pharmacy Services, Inc.
 Attn: Ellen H. Yankellow, President/CEO
 1352 Charwood Road, Suite C
 Hanover, Maryland 21076

Delivered via email: rcampbell@correctrxpharmacy.com
 Term: 02/01/2023-01/31/2024

**Re: Extension 1 of 2 for Contract #: C-21-171-02-28
 "Legend and Non-Legend Pharmaceuticals"**

Dear Ms. Yankellow,

This letter is to notify you that Hidalgo County has chosen the option to exercise the one (1) year extension and will be automatically renewed under the same rates, terms, and conditions until January 31, 2025 for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to ived.sepulveda@co.hidalgo.tx.us no later than **3PM on Tuesday, December 20, 2022:**

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](#)
 - a. On box 3, please reference – **21-171-IVS "Legend and Non-Legend Pharmaceuticals"**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on **December 27, 2022**. Failure to submit all items requested in a timely manner, may result in delay of award.

Ellen H. Yankellow, PharmD
 President and CEO
 Authorized Representative Name

Ellen H. Yankellow
 Signature

12/12/2022
 Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Ived Sepulveda, Contract Specialist I at (956) 318-2626, extension 4861.

Sincerely,

Eduardo Belmarquez

Eduardo Belmarquez, MBA, CPM
 Hidalgo County Purchasing Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Correct Rx Pharmacy Services, Inc.
Hanover, MD United States

Certificate Number:
2022-963747

Date Filed:
12/12/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Sheriff's Office

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-21-171-02-28
21-171-IVS Legend and Non-Legend Pharmaceuticals

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Yankellow, Ellen	Hanover, MD United States	X	
Molofsky, Jill	Hanover, MD United States	X	
Yankellow, Martin	Hanover, MD United States	X	

5 Check only if there is NO Interested Party.

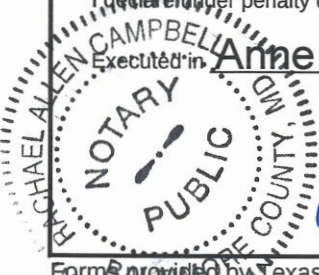
6 UNSWORN DECLARATION

My name is Ellen H. Yankellow, and my date of birth is March 30, 1950.

My address is 823 Hillside Road, Lutherville-Timonium, MD, 21093, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Anne Arundel County, State of Maryland, on the 14th day of December, 2022.
(month) (year)



Rachael Allen Campbell
Apr 10/04/2023

Ellen H. Yankellow
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-963747

Date Filed:
12/12/2022

Date Acknowledged:
12/14/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Correct Rx Pharmacy Services, Inc.
Hanover, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-21-171-02-28
21-171-IVS Legend and Non-Legend Pharmaceuticals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yankellow, Ellen	Hanover, MD United States	X	
	Molofsky, Jill	Hanover, MD United States	X	
	Yankellow, Martin	Hanover, MD United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

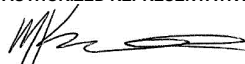
PRODUCER Blue Ridge Risk Partners, LLC 1120 C Professional Court Hagerstown, MD 21740	CONTACT NAME: Lisa McConnell, AAI, AINS, CRIS, AAI-M PHONE (A/C, No, Ext): (301) 302-8234 FAX (A/C, No): E-MAIL ADDRESS: Lisa.McConnell@BlueRidgeRiskPartners.com
	INSURER(S) AFFORDING COVERAGE
INSURED Correct RX Pharmacy Services, Inc. 1352 Charwood Road, Suite C Hanover, MD 21076	INSURER A : Cincinnati Insurance NAIC # 10677
	INSURER B : Hartford Fire Insurance Co. 19682
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		EPP0112805	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0113061	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0112805	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	30WECR7996	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional			EPP0112805	11/15/2022	11/15/2023	Per Incid 1,000,000
A	Liability			EPP0112805	11/15/2022	11/15/2023	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hidalgo County is additional insured under the General Liability when required by written contract.

CERTIFICATE HOLDER Hidalgo County Sheriff's Office - Jail 711 El Cibolo Road Edinburg, TX 78541	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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C-21-171-02-28

AGREEMENT TO PROVIDE PHARMACEUTICAL SERVICES

This agreement, by and between the County of Hidalgo, by and through the Hidalgo County Sheriff's Office (hereinafter "Hidalgo County") having its principal place of business at 711 El Cibolo Road, Edinburg, Texas 78541 and Correct Rx Pharmacy Services, Inc. a Maryland corporation (hereinafter "Correct Rx") having its principal place of business at 1352 Charwood Road, Suite C, Hanover, Maryland 21076.

STATEMENT OF WORK

Presently Hidalgo County is providing health care services to detainees at the Hidalgo County Adult Detention Center (hereinafter "Facility"). As part of its contract responsibilities, Hidalgo County is responsible to provide medications to detainees at the Facility (hereinafter "Medications"). Hidalgo County wishes to utilize the services of Correct Rx and, correspondingly, Correct Rx wishes to provide such services to Hidalgo County.

Now, Therefore, Hidalgo County and Correct Rx do hereby agree as follows:

1. Hidalgo County's Utilization of Correct Rx Services

For the term of this Agreement, Hidalgo County will, when available, make best efforts to utilize the services of Correct Rx for the providing of Medications at the Facility.

2. Term of this Agreement

This Agreement shall commence on February 1, 2022 and continue for a term of one year, with options to renew annually through January 31, 2025. This agreement is subject to extension (two additional one year terms) as outlined in Purchasing Solutions Alliance (hereinafter PSA) Contract No. 21-208 between PSA and Correct Rx.

Renewal shall be automatic unless a party submits written notice to the other party, by certified mail to the address listed in Section 7 below, of intent to terminate. Notice of intent to terminate shall be sent not more than 60 days, nor less than 30 days, before the end of the term in which notice is given.

3. Scope of Work

Throughout the term of this Agreement, Correct Rx agrees to provide the following services at the Facility:

- **Fill and Deliver Prescription.** Correct Rx will fill all Medications daily, Monday through Saturday. All orders transmitted to Correct Rx Monday through Saturday will be filled and delivered to the Facility in accordance with a mutually agreeable schedule. Facility agree to cooperate with Correct Rx regarding ordering schedule.
- **Holidays.** Correct Rx will be closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. Correct Rx will provide written notice to the Facility in advance of any changes in the schedule for ordering or delivery due to holidays.
- **Emergency Service.** Correct Rx will provide emergency medications that cannot be received through the normal delivery process from a contracted local emergency back-up pharmacy.
- **Dispensing System.** Correct Rx will dispense most medications utilizing a "blister card" medication packaging system.
- **Medication Quantities.** Correct Rx shall dispense oral tablets and capsule medications in quantities requested by the Facility depending on the frequency of the dosing and the needs of the Facility. OTCs can be ordered by Facility directly from an OTC wholesaler or in bulk from Correct Rx.
- **Intravenous Fluids.** Correct Rx will provide all requested intravenous solutions and related administration sets using the Add-vantage packaging system where available.
- **Emergency Drug Box.** Correct Rx shall maintain an emergency drug box located at the Facility. Items in each drug box will be determined in consultation with Hidalgo County's Health Services Administrator and the Medical Director.
- **Generic Medications.** Correct Rx shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.
- **Meetings & Inspections.** Correct Rx shall participate in quarterly Pharmacy and Therapeutics Committee meetings with the medical staff. Correct Rx shall provide a licensed consultant pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Site inspections of the Facility will be performed at no additional charge to Hidalgo County.

- Remote Electronic Order Entry. Orders will be transmitted to Correct Rx electronically via our remote electronic order entry system at no charge to Hidalgo County. The Facility will connect to Correct Rx using a remote desktop connection. Correct Rx will provide each user with the necessary training and appropriate credentials to access the system. Correct Rx will be responsible for all software costs associated with Remote Electronic Order Entry.
- Barcode System & Equipment. Correct Rx will institute the barcode scanning system at the Facility to view shipments, check in orders electronically and run reports at no additional charge to Hidalgo County.
- Dashboard Reporting System. Correct Rx will provide Hidalgo County access to our proprietary web based program that will act as a nerve center where quantitative and qualitative information is readily available online, accessible 24 hours a day 7 days a week.
- Training. Correct Rx will provide Hidalgo County users with the necessary training, manuals and quick reference guides to fully implement the technology contemplated under this Agreement at no charge throughout the term of the Agreement.

4. Liability Insurance

At all times during the term of this Agreement, Correct Rx shall maintain professional liability insurance coverage of, at a minimum, \$1,000,000 per occurrence and \$4,000,000 aggregate. In addition, Correct Rx shall name Hidalgo County as additional insured and provide a certificate of insurance evidencing such insurance coverage.

5. Pricing

- a. Cost of Medications: For the services to be provided as documented in paragraph 3 supra, Correct Rx shall be paid as follows for all medications:

Invoice Acquisition Cost plus a \$3.80 dispensing fee per medication fill.

The dispensing fee will remain flat for the first two years and then increase by 2% each year thereafter.

- b. Definition of Invoice Acquisition Cost: Invoice Acquisition Cost is defined as the price invoiced to Correct Rx by our wholesale supplier (Amerisource Bergen) at the end of each month.

c. Returns/Credits: Correct Rx will arrange for the pickup and return of all unused or discontinued medication. Correct Rx will allow 100% credit at Correct Rx's cost for return of full and partial cards of separately charged, unused solid medications with a value greater than \$2.00 when following this criteria:

- The prescription medication did not leave the control of the licensed healthcare member responsible for the security and handling of that prescription and the drug did not come into the physical possession of the individual for whom it was prescribed;
- The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug;
- The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging (e.g. unused bulk products including liquids, creams, inhalers, ointments, drops, etc.); and
- The prescription medication is not a controlled substance, expired, damaged, deteriorated or contaminated.

All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining. Correct Rx agrees to abide by all Board of Pharmacy requests and applicable laws regarding returned medications.

Controlled substances, specialty drugs, biologicals, and medications for which efficacy requires un-breached original manufacturers packaging upon opening are not eligible for credit.

No re-stocking fee will be charged to Hidalgo County. Credits do not expire and are itemized and applied to the next monthly invoice from the date of processing.

Payment Terms: Correct Rx shall render invoices, and the invoices shall be paid by Hidalgo County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

6. Representation and Warranties.

a. Correct Rx Representations and Warranties.

- 1) Correct Rx represents and warrants that it is currently in compliance with all State, Federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.

- 2) Correct Rx further represents and warrants that its dispensing of medications shall be in compliance at all times with governing State, Federal and Local pharmaceutical laws and regulations.
- 3) Correct Rx further represents and warrants that Ellen H. Yankellow has the necessary authority to enter into this Agreement on behalf of Correct Rx.

b. Hidalgo County Representations and Warranties

Hidalgo County represents and warrants that its duly authorized representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of Hidalgo County.

7. Notices

All notices or other writings required under this agreement shall be deemed to have been made when sent by certified mail to the following address or to such other address as the parties may designate in writing:

Correct Rx:

Correct Rx Pharmacy Services, Inc.
Attn: Ellen H. Yankellow, PharmD, President/CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076

Hidalgo County: Richard F. Cortez, Hidalgo County Judge
100 E. Cano, Second Floor
Edinburg, Texas 78541

With a Copy to: Hidalgo County Sheriff's Office
Attn.: J.E. "Eddie" Guerra, Sheriff
711 El Cibolo Road
Edinburg, Texas 78541

8. Representatives

Correct Rx hereby designates Joseph A. DeMino, PD, Vice President of Operations, to be available to service the Agreement and resolve any problems which relate thereto. Similarly, Hidalgo County designates David Friedlein, Lieutenant Administration as its local contact. Either party may change the designated representatives at any time upon notification to the other party.

9. Termination

For Convenience: This Agreement may be terminated without cause, by either party, upon not less than thirty (30) days prior written notice. Termination must be made via certified mail to the addresses listed in Section 7 above.

With Cause: This Agreement may be terminated, with cause, by either party, upon sixty (60) days prior written notice. Termination must be made via certified mail to the addresses listed in Section 7 above. This notice shall describe with sufficient detail the nature of the default. The defaulting party receiving such notice shall have thirty (30) days from the receipt of such notice to cure the default(s). The party alleging the material breach will cooperate fully with the other party's efforts to cure the material breach during the cure period. If after the thirty (30) day period it is determined that the default(s) has not been cured then the contract can be terminated thirty (30) days after notification of failure to cure.

10. Correct Rx as Independent Contractor.

The parties acknowledge that Correct Rx is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner or joint venturer of, or with Hidalgo County.

11. Indemnification

Correct Rx covenants and agrees that it will indemnify and hold harmless Hidalgo County and all of Hidalgo County's officers, agents, or employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Correct Rx or any of its agents, representatives or employees, during the performance of this Agreement, whether direct or indirect, and to any person or property to which Hidalgo County or said parties may be subject, except that neither Correct Rx nor any of its agents, representatives or employees will be liable under this section for damages arising out of injury or damage to any person or property directly caused or resulting from the sole negligence of Hidalgo County or any of its officers, agents or employees.

12. Amendment to Agreement

No amendment to this Agreement shall be valid or enforceable unless in writing and executed by duly authorized representatives of both parties.

13. Third Party Beneficiaries

The parties agree that they have not entered into this Agreement for the benefit of any third person or persons and it is their express intention that the Agreement is for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

14. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any cause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions hereunder.

15. Captions

The captions appearing in the paragraphs in this Agreement are for convenience only. They are not a part of this Agreement and do not, in any way, limit or amplify the terms and provisions hereunder. In addition, in the event any provision of this Agreement is deemed ambiguous, such provision shall not be construed against Correct Rx for the reason that Correct Rx was primarily responsible for the drafting of this Agreement, since both parties hereby assume equal responsibility for the drafting of this Agreement.

16. Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. Governed Law

The laws of the State of Texas govern this Agreement and any disputes that arise herefrom shall be determined exclusively within the Texas courts. Each party consents to the Texas courts' jurisdiction over it and designates, if necessary, the Texas Secretary of State to accept service on its behalf.

18. Immunities

Nothing in this Agreement is intended to and Hidalgo County does not hereby waive, release or relinquish any right to assert any of the defenses Hidalgo County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Hidalgo County as to any claim or action of any person, entity, or individual against Hidalgo County.

19. Nondiscrimination

Correct Rx, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement.

20. Additional Documents

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of that commencement date documented in paragraph 2 supra.

Hidalgo County Sheriff's Department

Correct Rx Pharmacy Services, Inc.

By: 

J.E. "Eddie" Guerra, Sheriff

By: 

Ellen H. Yankellow, PharmD
President and CEO

Date: 02/22/2022

Date: 2/10/2022

Approved by Commissioners Court on: February 22, 2022