



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

September 12, 2022

Commissioners Court
Harris County, Texas

RE: Premier Healthcare Alliance, L.P. Contract

Members of Commissioners Court:

Please approve the following purchase and the attached Order authorizing the County Judge to execute the attached Agreement:

Description: Pharmacy Automation System Equipment and Maintenance Services to be used in the Harris Health System Correctional Pharmacy for the Harris County Sheriff's Office

Vendor: Parata Systems, LLC

Term: September 27, 2022 through September 26, 2023 with four (4) one year renewal options

Amount: \$583,850

Reviewed by: X Sheriff's Office X Harris County Purchasing

The Harris County Hospital District dba Harris Health System will begin providing health services for the Harris County jails. In order to align equipment standards, internal processes, and technology with those of Harris Health System, additional capital investment in equipment is required. Purchase orders will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

LBW
Attachments
cc: Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 27, 2022



**ADDENDUM TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND PARATA SYSTEMS, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas, and Parata Systems, LLC a company doing business under the laws of the state of Texas (“Contractor”). County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

The County desires certain pharmacy automation system equipment and maintenance services (the “Services”) for use in the Harris Health System Correctional Pharmacy.

Contractor represents and warrants it is willing and capable of providing the Services.

Terms

I.

Contractor’s “Sales Order” is attached hereto as Exhibit A and incorporated herein by reference (the “Agreement”). In the event of any conflict between this Addendum and the Agreement and the Addendum, this Addendum shall control.

II.

The Initial Term of this Agreement shall be for a period beginning upon execution by the Parties and running for twelve (12) consecutive months, unless terminated sooner. At the County’s option, this Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods

III.

LIMIT OF APPROPRIATION

- A) It is expressly understood and agreed that the County has available Five Hundred Eighty-Three Thousand Eight Hundred Fifty and No/Dollars (\$583,850.00), the total maximum sum of funds certified available by the County Auditor of Harris County through the issuance of a Purchase Order by the Harris County Purchasing Agent, for the purpose of satisfying the County's obligations during the Term, under the terms and provisions of the Agreement. County understands and agrees, said understanding and agreement being also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sum. Therefore, any language in the Agreements that refer to any additional fees, expenses, charges, penalties, costs, or damages is hereby deleted in its entirety.
- B) When and if all the funds certified available are expended for the purpose of satisfying County's obligations under the terms and provisions of the Agreement, the sole and exclusive remedy of Contractor shall be to terminate the Agreement.
- C) With regard to any Renewal Terms or extension of the Agreement, the County has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for each Renewal Term.

IV.

PAYMENT TERMS

Contractor shall submit to Harris County, Attn: Auditing, 1001 Preston 8th Floor, Houston, Texas 77002, a sworn invoice for Services rendered. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the Services as may be requested by the County Auditor for verification purposes.

After receipt of an invoice, County Auditor shall forward the invoice to the department for review and approval with such modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

V.

Any language in the Agreement referencing any monies to be paid in excess of the Limit of Appropriation and beyond the fees detailed in Exhibit A is hereby deleted.

Any language in the Agreement that states or implies that the County will indemnify, defend, or hold harmless Contractor is hereby deleted.

VI.

TAXES

County is a governmental entity under TEX. TAX CODE ANN. § 151.309, as amended and claims exemption from sales and use taxes. County agrees to provide exemption certificates to Contractor upon request.

County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the goods or supplies provided or any Services rendered under the Agreement. Any language in the Agreement in conflict with this section is hereby deleted.

VII.

PUBLIC CONTACT

- A) Contact with the news media, citizens of Harris County or governmental agencies shall be the responsibility of the County.
- B) Under no circumstances shall the Contractor release any material or information developed in the performance of their Services hereunder without the express written permission of the County. The Contractor may be authorized to use photographic, artistic, and narrative depictions of the project in its promotional and professional materials only written authorization of the County.

VIII.

NOTICE

Any notice, report, invoice, or other document required or permitted to be given or made under this Agreement shall be in writing. Any such notice, report, invoice, or other document shall be delivered (i) by hand, (ii) by prepaid overnight or registered mail, or (iii) via email (if any email address is provided) and shall be deemed to have been received on the first business day following the date on which it was sent. Unless otherwise provided in this Agreement, all notices, reports, invoices, or other documents shall be delivered to the following addresses:

To Contractor: Parata Systems, LLC
106 Roche Drive
Durham, NC 27703
Attn: Director of Risk Management & Legal Affairs

To the County: Harris Health Correctional
Pharmacy
1200 Baker St
Houston, Texas 77002
Attn: Leroy Perkins

With a copy to: Harris County Purchasing Agent
1111 Fannin St, 12th Fl
Houston, Texas 77002
Attn: Liane Wyatte

Either Party may change its address for receipt of notices, reports, invoices, and other documents by giving the other Party ten (10) days written notice.

IX.

TERMINATION

- A) The County may terminate this Agreement at any time by notice in writing to the Contractor.
- B) When all the funds certified on the Purchase Order are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement in accordance with this Agreement. However, any and all fees paid to Contractor prior to such termination are nonrefundable.
- C) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- D) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- E) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually received under this Agreement bear to the total Services called for under this Agreement, less such payments on account of charges as have previously been made.

- F) Within thirty (30) days following written request following such termination, each Party will return or destroy all confidential information of the other party in its possession and will not make or retain any copies of such confidential information except as provided for under this Agreement or as required to comply with any applicable legal or accounting record keeping requirements.
- G) Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party who has been so affected immediately agrees to give notice to the other Party, and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

X.

INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWSOEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL THIRD-PARTY CLAIMS AND LIABILITY TO THIRD PARTIES DUE TO ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THE AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT, UNLESS ARISING FROM A PRODUCT, SYSTEM, OR PROCESS SPECIFIED BY THE COUNTY; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, UNLESS ATTRIBUTABLE TO COUNTY'S FAILURE TO FULFILL ITS PAYMENT OBLIGATIONS AS TO UNDISPUTED AMOUNTS; OR ANY WASTE, FRAUD, OR ABUSE AS DEFINED BY THE APPLICABLE GOVERNMENTAL LAWS, RULES, ORDERS, OR REGULATIONS; COMMITTED BY THE CONTRACTOR OR BY ANY PERSON EMPLOYED BY THE CONTRACTOR, OR THE CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT

THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS AND ANY EXCLUSIONN EVENT AS DEFINED OF THE COUNTY, ITS EMPLOYEES OR AGENTS.

THE CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE INDEMNIFIED PARTIES, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE INDEMNIFIED PARTIES AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS AND ANY EXCLUSION EVENT OF THE COUNTY, ITS EMPLOYEES OR AGENTS, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERMS "THIRD PARTY" AND "THIRD PARTIES" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS AND EMPLOYEES.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER (EXCLUDING DAMAGE TO THE WORK ITSELF AND THE COUNTY'S EXISTING PROPERTY AND FACILITIES) WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF CONTRACTOR'S NON-PERFORMANCE OF THE AGREEMENT, PROVIDED THAT CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED BY THE INDEMNIFIED PARTIES SUCH AS DAMAGES FOR LOSS OF USE, LOSS OF REVENUE, AND LOSS OF PROFITS.

THE CONTRACTOR IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE WORK, AND SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, EXCEPT TO THE EXTENT SUCH VIOLATION OR FAILURE IS ATTRIBUTABLE TO COMPLIANCE WITH THE CONTRACT DOCUMENTS FURNISHED BY THE COUNTY OR TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS.

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL THIRD PARTY CLAIMS FOR DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR AND ANY SUBCONTRACTOR OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS AND ANY EXCLUSION EVENT OF THE COUNTY, ITS EMPLOYEES OR AGENTS, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS AND EMPLOYEES.

CONTRACTOR'S OBLIGATIONS UNDER THIS ARTICLE TO AN INDEMNIFIED PARTY ARE CONDITIONED UPON ITS RECEIPT OF PROMPT WRITTEN NOTICE FROM SUCH INDEMNIFIED PARTY OF ANY CLAIM, SUIT OR LIABILITY COVERED BY THIS ARTICLE AND THE CONTINUING COOPERATION OF SUCH INDEMNIFIED PARTY IN THE HANDLING AND DEFENSE OF SUCH CLAIM, SUIT OR LIABILITY. IN THE EVENT OF AN INTELLECTUAL PROPERTY INFRINGEMENT CLAIM, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY PROVIDED THAT: (1) CONTRACTOR IS NOTIFIED PROMPTLY BY THE COUNTY IN WRITING OF ANY SUCH ACTION OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION; (2) CONTRACTOR HAS SOLE CONTROL OF THE DEFENSE OF ANY ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND (3) COUNTY COOPERATES FULLY WITH CONTRACTOR DURING THE COURSE OF ANY SUCH ACTION.

NOTWITHSTANDING ANY OF THE PREVIOUS LANGUAGE, THE COUNTY RESERVES THE RIGHT TO BE INDEPENDENTLY REPRESENTED BY THE ATTORNEY OF ITS CHOICE AT THE COUNTY'S EXPENSE.

XI.

COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the work called for in the Agreement, and agrees to render the work in accordance with the generally accepted standards applicable to the work. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the work and Contractor's performance to be rendered hereunder. Contractor

represents that Contractor and its personnel are fully qualified to perform the work and provide the deliverables described in this Agreement.

- B) Conflict of Interest. Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- C) Lobbying. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- D) Contractor shall not enter into any subcontract, contract agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, SOW, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Contractor, unless such Arrangement has been approved by County, after full disclosure in writing by Contractor to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or individuals if, directly or indirectly--
 - a) Either one controls or can control the other; or
 - b) A third party controls or can control both.

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

- E) Prior to execution of the Agreement, Contractor shall complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." Contractor warrants and represents that all the information on the form is complete and accurate.
- F) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement

and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall reasonably cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

- G) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause, ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- H) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- I) Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- J) Energy Company. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- K) Firearm and Ammunition Industries. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Contractor's signature on this Agreement constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

XII.

APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) The Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

XIII.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of County.
- B) The Parties agree that no provision of the Agreement extends County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) County does not agree to binding arbitration, nor does County waive its right to a jury trial.

XIV.

TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the “Act”). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
- C) In the event County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to County by Contractor under the Agreement, then County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. County affirmatively consents to the disclosure of its e-mail addresses that are provided to County, including any agency or department of County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and

shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

XV.

COUNTY RESPONSIBILITIES

(a) COUNTY shall be responsible for any site preparation in accordance with CONTRACTOR's written requirements.

(b) It is the COUNTY's responsibility to (i) install any updates or upgrades or required hardware related to operating system included in any Products or otherwise required in order to operate any Products, all anti-virus and security software, patched and updates required to use the maintain the foregoing; and (ii) any other security protocols details in writing by CONTRACTOR (collectively, "Security Protocols"). COUNTY bears full responsibility for failing to maintain or update Security Protocols.

(c) COUNTY is responsible for (i) all data archival, including the back up of any data stored on any hard drive before servicing; (ii) performing nightly backup procedures; (iii) the integrity of all media and archived data; or (iv) removing all drugs, controlled substances and supplements from any Product prior to returning such Product to CONTRACTOR.

(d) COUNTY shall ensure there is no (i) abuse, neglect or misuse of any Product; (ii) use of parts that are not authorized for use by CONTRACTOR, or (ii) failure to maintain the Products or Security Protocols in accordance with CONTRACTOR's written instructions (including without limitation, any relevant Functional Specifications); (iii) unauthorized relocation of any Product; (iv) unauthorized modifications, enhancements or additions made by persons not directly responsible to CONTRACTOR, (v) use of any Product beyond ordinary use under normal conditions, including without limitation, accident, fire or damage from liquids/spills, neglect, air conditioning failure or humidity control failure; (vi) failure to put in place and maintain physical, IT, electrical and environmental requirements; (vii) installation or configuration of any Product by a third-party not previously approved in writing by CONTRACTOR; (viii) failure to confirm correct packaging and measurement of medications, supplements and supplies prior dispensing and administration to patients or other third parties through or related to the use of the Product(s); (ix) drugs that should not have been used in Product based on an assessment of risk as provided for by USP-800 guidelines, and (a) contain high levels of toxicity, and pose an occupational health risk to parties handling or working with such pharmaceuticals or drugs, or (b) that should be handled in accordance with safety programs established pursuant to applicable laws, rules, or regulations; (x) drugs that are fragile or irregular in shape, size or weight; or (xi) use of any Product with any equipment, accessories, components, consumables, hardware or software not provided by CONTRACTOR hereunder specifically for use therewith (unless previously approved in writing by CONTRACTOR) (each, an "Exclusion Event"). COUNTY shall be responsible for parts costs or service repairs, on a time and materials basis, associated with Exclusion Events none of which are included in Maintenance Services. To the extent any liquid/spill damages the CONTRACTOR Product, COUNTY covenants and agrees with CONTRACTOR that COUNTY will

promptly notify CONTRACTOR in writing regarding such damage, and acknowledges and agrees that in such instance, (1) the CONTRACTOR Product shall be considered a “total loss”, (2) CONTRACTOR shall have no further liability with respect to such CONTRACTOR Product (whether under a maintenance plan or otherwise), and (3) COUNTY, in COUNTY’s discretion, shall elect to replace or refurbish such damaged CONTRACTOR Product.

(e) Prohibition on Transfer. COUNTY expressly acknowledges and agrees that the Product(s) purchased and/or licensed hereunder may not be sold, sublicensed, leased, rented, distributed, loaned, disposed or otherwise transferred to any third party without CONTRACTOR’s prior written consent and which, in no event causes or creates a violation of (i) applicable law or regulations (e.g. disposal of drugs), (ii) any security interest that COUNTY may have granted to any other party (e.g. lender) whether perfected or unperfected.

XVI.

EXECUTION

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

[SIGNATURE PAGE FOLLOWS]

PARATA SYSTEMS, LLC

DocuSigned by:
By: Graham Schillmoller
Name: Graham Schillmoller
Title: CEO
Date: 8/30/2022

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY


By: 
Cherelle Sims
Assistant County Attorney
C.A. File 22GEN2539

EXHIBIT A

“Sales Order”

(follows behind)

Sales Order
**PROPRIETARY AND
 CONFIDENTIAL TO
 PARATA SYSTEMS, LLC**



Harris Health System
 Contract No. : 220324-31329

SALES ORDER

Legal Name of Customer:	Harris County
Facility Address:	1200 Baker St, Houston, TX 77002-1206
DBA/Trade Name:	Harris Health System Correctional Pharmacy
Buying Group (if any):	Premier
County:	Harris
Attention:	Leroy Perkins
Telephone:	(713) 634-1511
Email:	leroy.perkins@harrishealth.org
Bill to Address/Telephone:	1200 Baker St, Houston, TX 77002
Sales Tax Exempt:	Yes
Parata Sales Rep:	Nick Conway
Parata VP of Sales:	Brandon Hantle

This **PURCHASE, LICENSE AND SYSTEM SUPPORT SALES ORDER** ("Sales Order"), is made and entered into as of the Effective Date listed on the signature page below, by and between Parata Systems, LLC ("Parata"), located at 106 Roche Drive, Durham, NC 27703 and Harris County ("Customer"), located at 1200 Baker St, Houston, TX 77002-1206 and is made as of the Effective Date listed below. This Sales Order fully incorporates the Premier Contract Number PPPH20PRT01 by and between Parata Systems, LLC and Premier Healthcare Alliance, L.P., dated July 1, 2017, as amended.

Parata Product Purchase and License

Parata Product	Qty.	Purchase & License Fees	Discount	Sub-Total
ATP2-480 Wide	1	\$261,975.00	(\$27,375.00)	\$234,600.00
ATP 480 Delivery, Installation & Training Fee	-	\$18,800.00	(\$0.00)	\$18,800.00
Canister Calibration Kit	1	\$3,000.00	(\$0.00)	\$3,000.00
Wide Lower Packaging Unit for ATP2	1	\$35,000.00	(\$10,050.00)	\$24,950.00
Narrow Lower Packaging Unit for ATP2	1	\$35,000.00	(\$10,050.00)	\$24,950.00
Interface Charges - ATP 2	2	\$5,000.00	(\$0.00)	\$10,000.00
Automatic spooler, 1 Tabletop Stand, 1 Rolling Stand and 1 case of Acrylic spools	1	\$6,200.00	(\$2,500.00)	\$3,700.00
Universal Lighted Tray	1	\$22,500.00	(\$8,000.00)	\$14,500.00
Adherence Tray Cart	1	\$1,250.00	(\$0.00)	\$1,250.00
ULT SmartTrayRx Pre-Fill Tray, Consumable	5	\$650.00	(\$0.00)	\$3,250.00
ATP Workflow Unit - 2-Bay Workstation	1	\$5,000.00	(\$0.00)	\$5,000.00
Parata Perl 1 Pouch Inspector (includes 2 licenses)	1	\$123,600.00	(\$3,600.00)	\$120,000.00
Parata Perl Delivery, Installation & Training	-	\$8,250.00	(\$2,250.00)	\$6,000.00
Parata Perl Transport	-	\$0.00	(\$0.00)	\$0.00

Sales Order
**PROPRIETARY AND
 CONFIDENTIAL TO
 PARATA SYSTEMS, LLC**



Harris Health System
 Contract No. : 220324-31329

BP Spools & Winder, 19" Acrylic for ATP Packagers	1	\$4,995.00	(\$4,995.00)	\$0.00
Parata Cut & Roll	1	\$95,000.00	(\$20,000.00)	\$75,000.00
Parata Perl Cut & Roll Delivery, Installation & Training	-	\$5,550.00	(\$0.00)	\$5,550.00
Total Purchase & License Fees:				\$550,550.00

Purchase and License Fees Purchase and License Fees are due and payable upon the Sales Order Effective Date. **Customer is responsible for and will be charged applicable sales tax on the Purchase/License Fees upon the final invoice after installation unless Customer is exempt from sales tax and has provided a tax-exempt certificate.**

Maintenance Services	Description	Initial Support Term	Annual Maintenance Service Fees
ATP2 Above 192 Annual Maintenance	Universal	36 months	\$14,800.00
ATP Lower Packaging Unit Annual Maintenance	Universal	36 months	\$3,500.00
Parata Perl 1 (2 licenses) Annual Maintenance	Universal	36 months	\$9,000.00
Parata Cut & Roll Annual Maintenance	Universal	36 months	\$6,000.00
Total Maintenance to be Billed Annually:			\$33,300.00

Maintenance Services Fees Payment Terms for Purchased Parata Product:

- Maintenance Services fees for each Parata Product are due and payable annually during the Support Term of such Parata Product on the first day of each Maintenance Service Year.
- The Initial Support Term will start on the first day after the last day of the Warranty Period and will continue for that number of months identified above for such Parata Product.
- The Warranty Period for each Parata Product shall be: Six (6) Months.

Delivery Parata Product

Customer agrees to permit Parata to install the Parata Product(s) at Customer's facility in accordance with the terms and conditions of this Sales Order and information in the Master Agreement on a date mutually agreed to and scheduled by the parties (not to exceed one hundred fifty (150) calendar days following the Sales Order Effective Date.

Canisters

In the event the installation of PASS or ATP packager does not include all of the canisters, Customer may request, in writing, delivery of the remainder of the PASS or ATP Canisters to which it is entitled (the "Remaining Canisters") for a period of twelve (12) months from the installation date (the "Remaining Canisters Time Period"). During the Remaining Canisters Time Period, Customer can request the calibration and shipping of any Remaining Canisters. Customer shall be responsible for all shipping charges related to delivery of the Remaining Canisters during the Remaining Canisters Time Period. For the avoidance of doubt, Customer will lose entitlement to receive and use any Remaining Canister that has not been used or calibrated by the first anniversary of the installation date.

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Exclusive Provider Consumables

Customer acknowledges and agrees that the use of non-authorized materials, consumables (i.e., pouch paper and ribbons, vial labels and cards) or supplies in Parata products is prohibited. Parata shall be the sole and exclusive provider of such items, which are engineered materials designed specifically for the products, and are required to maintain product performance and quality. All orders of Parata consumables will ship FedEx Ground unless Customer specifies otherwise. Payments are due 30 days from receipt of invoice.

Customer acknowledges and agrees that if unauthorized materials, consumables (i.e. pouch paper and ribbon, vial labels and cards) or supplies are used with Parata products, Parata may, at its option (and without prejudicing its rights in any other capacity), (i) void the warranty, (ii) terminate the Master Agreement or any Sales Order, and/or (iii) charge Customer the amount of all discounts, rebates, reduction in fees, etc. previously afforded to Customer as a material inducement to entering into the Agreement.

Stratus

This Sales Order fully incorporates the Stratus Software License Terms posted at [Stratus Software License Terms](#).

Exhibits

The following exhibits, documents, statements of work, etc. are hereby incorporated into this Sales Order:

Exhibit A – Maintenance Services Description

Additional Provisions

None.

By signing below, Customer certifies and agrees to the provisions set forth in this Sales Order and to the Master Terms and Conditions.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS CONTRACT TO BE DULY EXECUTED AS OF THE CONTRACT EFFECTIVE DATE.

Harris County

Signature: _____

Printed Name: _____

Title/Position: _____

CONTRACT EFFECTIVE DATE:

Parata Systems, LLC

Signature: _____

Printed Name: _____

Title/Position: _____

DocuSigned by:

Graham Schillmoller

A87CA8AF898F4F2...

Graham Schillmoller

CFO

Thank You For Your Business

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EXHIBIT A Universal Maintenance Services

Subject to the specific terms and conditions below related to Maintenance Services (and to the extent there is a conflict, the terms below the chart shall control), the following is a summary chart of included services/standard deliverables included in Parata maintenance plans:

Parata Technical Assistance Center (PTAC) Hours	8am – 11pm EST, 7 days per week
Field Service Engineer (FSE) Dispatch Hours	8am – 6pm EST, 7days per week
Hours of Delivery, Installation and Training (DIT)	8am – 6pm EST, Monday through Friday (excluding Parata observed holidays)
FSE On-Site Response – Red Call	Within 24 Hours of dispatch by PTAC
FSE On-Site Response – Blue Call	Within 48 Hours of dispatch by PTAC
Preventive Maintenance (“PM”)	Based on dispensing volume of 40,000 vials for Parata Max and 400,000 pouches for Parata PASS/ATP, not to exceed 2 PM's per year scheduled by Parata.
Repair Parts	Included
Repair Labor	Included
Replacement Parata Max cells	Maximum 7 per year
Software Updates	Included
PTAC Call Resolution Time	4 Hours from initial Customer call
Initial Operator Training	2 Days, in conjunction with DIT

HOW TO OBTAIN SERVICES; QUESTIONS

Parata maintains a call center (the **“Call Center”**) to answer customer questions and provide technical assistance:

Parata CALL CENTER
1-866-559-0968 (toll-free)
7:00 a.m. – 11:00 p.m. Eastern Standard Time
7 days per week (excluding Holidays)

In order to obtain Maintenance Services under any Contract, Customer must first telephone the Call Center and provide its company name and the appropriate Parata Product number, store number and location. Live telephone support will be available to the Customer from the Call Center via the toll-free number listed above during the Call Center's normal hours of operation. The Call Center telephone support will answer Customer questions, provide updated pricing and other information pertaining to Parata, provide live technical support and troubleshooting, and will initiate field dispatches in accordance with the terms of the applicable Maintenance Services plan.

NOTE: All calls will be handled by the Call Center in the order in which they are received. Customer calls to the Call Center during off hours will be received by the Call Center's answering service and promptly returned by Call Center representatives in the order received the next business day.

UNIVERSAL

Parata will provide the following Maintenance Services for the fees indicated on the applicable Contract:

1. Provision of no-cost updates to the Parata Original Equipment Manufacturer (O.E.M.) Software, and installation services to install the OEM Updates, if determined necessary by Parata, at no additional charge. Parata will not provide updates to non-OEM software provided by a third-party organization.
2. Parata will use commercially reasonable efforts to repair any errors or defects in the Parata Product so that it performs in all material respects in accordance with its Functional Specifications, at no additional charge to Customer (including parts, labor, travel, living and shipping expenses).

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3. The Call Center will provide live technical support and troubleshooting and will initiate field dispatches. Any call received relating to a malfunctioning or inoperative Parata Product shall be handled first through live telephone support/troubleshooting from the Call Center, which shall attempt to determine the cause of any operational issues and resolve any such issues with store personnel by telephone within four (4) pharmacy hours (i.e., hours of normal business operation for the pharmacy). If the Call Center cannot resolve the issue within four (4) pharmacy hours (provided that any troubleshooting processes initiated within four (4) pharmacy hours has been completed) or if the Call Center determines the issue cannot be resolved through telephone or remote support, the Call Center will initiate a field dispatch.
4. Notwithstanding the above procedures, Customer may request an immediate field dispatch at any time by agreeing to pay Billable Service Fees.
5. All support requests that require a field dispatch will be categorized as either a "Red Call" or a "Blue Call." Generally speaking, a "Red Call" indicates a more serious malfunction—typically that the Parata Product is down. A "Blue Call" indicates a less serious malfunction, where the Parata Product is still functional in a limited capacity. Field technicians will be on site within twenty-four (24) hours of a Red Call and within forty-eight (48) hours of a Blue Call, excluding Parata holidays. Field dispatches will take place only within the on-site coverage hours (8:00 a.m. through 9:00 p.m., local time, seven (7) days per week excluding Parata holidays), and no field technicians will be dispatched after 6:00 p.m. unless the dispatch is a demand field dispatch for which Customer is responsible for Billable Service Fees.
6. Parata will provide preventative maintenance service visit per year as warranted by pharmacy volume and product usage (including parts, if needed). Parata shall have the right to combine the preventative maintenance service visit with another onsite service visit at Customer's Facility for any other reason. Preventative maintenance service visits shall occur not less than twelve (12) months from the date of the prior preventative maintenance service visit.
7. Parata will provide training services upon Customer request and agreement to pay Billable Service Fees for such training.
8. Supplies and Consumables are not provided as part of Maintenance Services and must be purchased and maintained on hand at the Facility by Customer.

BILLABLE SERVICE FEES

Billable Service Fees, as set forth below, which are subject to change annually (the "Billable Service Fees" table) shall be separately invoiced by Parata to the Customer monthly and shall in no event be deemed to be included in annual Maintenance Service fees. Customer expressly acknowledges and agrees that Parata may, in its sole discretion, refuse to provide services outside the scope of Maintenance Services described above.

1. In General. All Billable Service Fees incurred by Customer shall accrue at the then-current hourly or per-call rate established by Parata from time to time, plus the cost of travel and parts as may be required. NOTE: Unless otherwise stated, the minimum Billable Service Fee shall be \$150 per hour and a minimum of \$600, plus the cost of travel expenses of field technicians and parts, as may be required. Billable Services are subject to prior approval and resource availability.
2. Services Covered. Billable Service Fees shall be incurred for exclusions from Parata's maintenance obligations (whether during the Warranty Period or the Support Term) as described above or elsewhere, including Maintenance Services Exclusions, as well as Field Service Dispatches, Preventive Maintenance Dispatches, Training Services, and Customer Features/Reporting Requests as described above. Parata will provide a quote for any Billable Services and will proceed upon receipt purchase order from Customer.

Billable Service Fees (subject to change)		
Description	Availability (Times are local to Pharmacy)	Fee
FSE Dispatch Demand *	Monday – Friday 8AM – 6PM	\$150/Hour (4 Hour Minimum)
FSE Dispatch (After Hours Weekdays/Saturday)	Monday – Friday (6PM – 12AM) Saturday (8AM – 6PM)	\$225/Hour (4 Hour Minimum)

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FSE Dispatch (Sundays)	Sunday (8AM – 6PM)	\$300/Hour (4 Hour Minimum)
Preventive Maintenance (Additional – Upon Request)	Monday – Friday 8AM – 6PM	\$1,000 Per Asset
Preventive Maintenance (After Hours Weekdays/Saturday)	Monday – Friday (6PM – 12AM) Saturday (8AM – 6PM)	\$1,500 Per Asset
Preventive Maintenance (Sundays)	Sunday (8AM – 6PM)	\$2,000 Per Asset
Additional Operator Training (Onsite)	Monday – Friday 8AM – 6PM	\$1,200 Per Day
Customer Technical Training (Parata Headquarters)	Monday – Friday 8AM – 6PM	\$7,500 – First Student \$5,000 – Per Additional Student
Software Upgrades	As requested	Varies by product
Host Interface/Customer Environment Changes Support – PTAC	Monday – Friday 8AM – 6PM	\$100/Hour (2 Hour Minimum)

* Customer wishes to by-pass PTAC 4-hour opportunity to resolve the issue over the phone and have FSE dispatched. FSE must be available to meet the response request.

PARTS

Replacement parts may be new or reconditioned to perform as new. Parts removed from a Parata Product and replaced without charge become the property of Parata.

ORDER OF COMMISSIONERS COURT
 Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2022 with all members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT
 WITH PARATA SYSTEMS, LLC**

Commissioner_____introduced an order and made a motion that the same be adopted. Commissioner_____seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, an Agreement with Parata Systems, LLC for the purpose of providing pharmacy automation system equipment and maintenance services for Harris Health System Correctional Pharmacy, in an amount not to exceed Five Hundred Eighty-Three Thousand Eight Hundred Fifty and No/Dollars (\$583,850.00). The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.