



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

April 12, 2024

Commissioners Court
Harris County, Texas

RE: Premier Healthcare Alliance, L.P. Contract

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

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(s): Parata Systems, LLC

Amount: \$583,850 previously approved funds for the term 09/25/2023 - 09/26/2024
330,760 additional funds for the term 09/25/2023 - 09/26/2024
\$914,610

Reviewed By: • Harris County Purchasing

The First Amendment increases funding for additional equipment and services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

RW
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024



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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment is made and entered into by and between Harris County (“County” or “Customer”), a body corporate and politic under the laws of the State of Texas, and Parata Systems, LLC (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On or about September 27, 2022, the County entered into an agreement (the “Agreement”) with Contractor to provide certain pharmacy automation system equipment and maintenance services for use in the Harris Health System Correctional Pharmacy.

The Parties now desire to amend the Agreement for the first time (“First Amendment”) for the purpose of adding funding for additional equipment and services, as detailed in Exhibit A (the “Services”).

Contractor represents and acknowledges that it is capable and willing to provide the Services called for under the Amendment.

Terms

I.

This Amendment shall be governed by the Agreement, which is incorporated herein by reference.

II.

The Agreement is hereby amended to add funding in the amount of Three Hundred Thirty Thousand Seven Hundred Sixty and No/Dollars (\$330,760.00) for Services as detailed in Exhibit A of the Agreement, which includes annual maintenance fees in the amount of \$17,170.00.

III.

LIMIT OF APPROPRIATION: Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this

Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Amendment in addition to amounts previously certified, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Thirty Thousand Seven Hundred Sixty and No/Dollars (\$330,760.00) as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, 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 certified by the Purchase Order. Any Services performed or expenses incurred by Contractor prior to the issuance of a Purchase Order are at Contractor's own expense and are not reimbursable. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to the funds on the Purchase Order; and that when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment.

If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Contractor may terminate all Services hereunder upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.

With regard to any renewal or extension of this Amendment, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Amendment. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Amendment.

IV.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written.

V.

It is expressly understood and agreed that the Agreement is incorporated herein by reference to this Amendment. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Amendment shall control.

VI.

Execution, Multiple Counterparts: This Amendment 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 Amendment.

PARATA SYSTEMS, LLC

DocuSigned by:
By: Anton Janssen
Name: Anton Janssen
Title: Director of Business Ops
Date: 3/26/2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

DocuSigned by:
By: Cherelle Sims
Cherelle Sims
Assistant County Attorney
C.A. File 24GEN0608

EXHIBIT A

“Parata Sales Order”

(follows behind)

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



BD

Parata

Harris County
 Contract No. : 231129-32897

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 Health System Correctional Pharmacy ("Customer"), located at 1200 Baker St, Houston, TX 77002-1206 and is made as of the Effective Date listed below. This Sales Order is subject to the terms and conditions of the Premier Contract Number Premier Agreement PPH28PRT01, dated September 1, 2023, as amended. It is the parties intention that: (i) provided there is no duly executed written agreement applying to the transaction, this Sales Order, with such documents as are expressly incorporated herein by reference, is intended, and shall act, as a final expression by the parties of their agreement with respect to the terms included in it, and (ii) this Sales Order and the Premier Contract is intended, and shall act, as a complete and exclusive statement of the terms of the parties agreement. By signing below, Customer certifies and agrees to the provisions set forth in this Sales Order and to the Premier Contract.

Parata Product Purchase and License

Parata Product	Qty.	Purchase & License Fees	Discount	Sub-Total
ATP2-480 Wide	1	\$329,000.00	(\$55,875.00)	\$273,125.00
ATP 480 Delivery, Installation & Training Fee	-	\$20,680.00	(\$0.00)	\$20,680.00
Interface Charges	-	\$5,000.00	(\$0.00)	\$5,000.00
Automatic spooler, 1 Tabletop Stand, 1 Rolling Stand and 1 case of Acrylic spools	1	\$6,935.00	(\$735.00)	\$6,200.00
ATP2 256-480 Extended Warranty - (additional 6 months)	1	\$8,585.00	(\$0.00)	\$8,585.00
Total Purchase & License Fees:				\$313,590.00

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.

Sales Order
**PROPRIETARY AND
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Parata

Harris County
 Contract No. : 231129-32897

Maintenance Services: Universal Program

Maintenance Services	Description	Initial Support Term	Annual Maintenance Service Fees
Annual Service Agreement for ATP with Greater than 192 Canister Capacity	Universal	12 months	\$17,170.00
Total Maintenance to be Billed Annually:			\$17,170.00

Maintenance Services Fees Payment Terms for Purchased Parata Product:

- a. 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.
- b. 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.
- c. The Warranty Period for each Parata Product shall be: Twelve (12) 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.

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](#)

Sales Order
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Parata

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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 Premier Agreement.

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: Director of Business Ops

DocuSigned by:
Anton Janssen
CFDD74E3162C4E7...

Anton Janssen

Thank You For Your Business

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



BD

Parata

Harris County
 Contract No. : 231129-32897

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.

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Harris County
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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).
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.

Sales Order
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Parata

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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)
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 Amendment to 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 _____, 2024 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF AN AMEDNMENT
TO AN AGREEMENT BETWEEN
HARRIS COUNTY AND PARATA SYSTEMS, LLC

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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. Briones	<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 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 Amendment to an Agreement with Parata Systems, LLC for the purpose of adding funding for additional equipment and services in an amount not to exceed Three Hundred Thirty Thousand Seven Hundred Sixty and No/Dollars (\$330,760.00). The Amendment and Agreement are incorporated as though fully set forth herein word for word.

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