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RECEIVED
MAR 16 2015
BY: C.S.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

March 16, 2015

CERTIFIED MAIL 7014 2120 0000 4652 5542

J.D. Clark, County Judge
Wise County
PO Box 393
101 N. Trinity
Decatur, TX 76234-0393

RE: E-Verify Contract Amendment for Contract #23939111

Honorable County Judge J.D. Clark:

Recently, Governor Perry issued Texas Executive Order RP-80, which directed all State Agencies to require its contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to validate the work authorization status of all individuals working on State Contracts. The amendment enclosed with this letter modifies the above referenced Contract to enact this requirement. The amendment also adds language for Bilateral and Unilateral Amendments to be executed in certain circumstances.

Have the Designated Signature Authority sign the Amendment and return to me at the address or email listed below.

You can access the E-Verify System at the following location: http://www.uscis.gov/e-verify

If you have any questions related to the enrollment or use of the E-Verify website, please contact U.S. Citizenship and Immigration Services, which is the division of Homeland Security that maintains the E-Verify system. If you have any other questions, please contact me at 817-792-5256.

Respectfully,

Antonio Tomlin
Regional Contract Manager -Purchased Client Services
Texas Department of Family & Protective Services Region 3 MC 0138
1200 E. Copeland Rd. Suite 400, Arlington, TX 76011-4937
Scan/Email to: Antonio.Tomlin@dfps.state.tx.us

Enclosure: Amendment

Contract #23939111 **Amendment #15-01**

This AMENDMENT (Amendment) of contract #23939111 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and **Wise County** (Contractor).

1. Purpose

Section V(D) of the Agreement stipulates that the Contract may only be modified by mutual consent of all parties. DFPS procured this Contract under an Interagency Cooperation Contract for Title IV-E Child Welfare (Non-Financial) services and has been amended one (1) times.

The parties agree that: (1) the Governor of Texas released an executive order and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

The Governor of Texas released Executive Order RP-80 on December 3, 2014 requiring all State Contractors and Subcontractors to use the E-Verify system to validate the work authorization status of individuals who perform work under Texas Contracts. Both DFPS and Contractor agree that the enumerated revision below represents a necessary change that implements mandatory regulations under Texas Law for the effective administration of the Contract.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. This Amendment modifies the Contract by adding new Section d)

U.S. Department of Homeland Security's E-Verify System. Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.

2.3. The following language is added to the end of **Section V(D)** of the Original Contract:

The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

1. **Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.

2. **Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances.
   a. to correct an obvious clerical error in this Contract;
   b. to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to contract #23939111 have duly executed this Amendment to be effective March 1, 2015.

Texas Department of Family and Protective Services	Contractor: Wise County
Signature Printed Name: Lisa R. Black Title: CPS Assistant Commissioner	Signature Printed Name: J.D. Clark Title: Honorable County Judge
Date Lisa R. Black CPS Assistant Commissioner	Date

Texas Dept. of Family and Protective Services

Signature Authority Designation

Form 2031
September 2014

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Wise County-Child Welfare Services - Non-Financial

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

J.D Clark	J.D Clark.
Printed Name	Signature of Authorized Representative
County Judge	3/19/15
Title of Authorized Representative	Date
Wise County - Child Welfare Services - Non-Financial	Contract # 23939111
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Printed or Typed Name & Title of Contract Signatory	Signature

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Court Payment Card Processing Participation Agreement

This Payment Card Processing Participation Agreement ("Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Wise County (the "Court").

WHEREAS, Tyler and the Texas Office of Court Administration ("OCA") have entered into a certain Electronic Filing Agreement dated November 8, 2012 (the "eFile Agreement") whereby Tyler has made available to Court Tyler's electronic filing system; and

WHEREAS, through the said electronic filing system, certain Registered Users may submit payment for statutory courts costs and fees through the eFile System provided Court is enrolled in a Court Payment Card Processing Participation Agreement; and

WHEREAS, Tyler has contracted with a national banking association ("Member"), a payment processer ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS, Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule 1; and

WHEREAS, Tyler shall submit Transactions on behalf of Court in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Court agree as follows:

A. Tyler shall furnish the services described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule 1. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.		**Court:**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Merchant Payment Card Processing Agreement Terms and Conditions

1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Court is contracting with Tyler to obtain Card processing services on Court's behalf.

1.2. Court acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Court hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Any terms not otherwise defined herein shall have the same meaning as provided in the eFile Agreement which is incorporated herein by reference.

1.4. Court shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing the Member Bank Agreement, Court is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Court agrees to comply with Association Rules as they pertain to Transactions submitted for processing through the Tyler service. For purposes of processing Transaction hereunder, it is understood and agreed that references to "Merchant" herein and/or in the Member Bank Agreement are intended to mean the Court.

1.5. Court acknowledges that Tyler may have agreed to be responsible for Court's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Tyler shall be entitled to invoice Court for any fees, charges, debits or costs actually paid by Tyler arising out of any claim, complaint, or Chargeback made or claimed by a Cardholder with respect to any Transactions submitted by Court.

2. SETTLEMENT AND CHARGEBACKS

2.1. Merchant Bank Account. In order to receive funds, Court must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Court agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Court is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

2.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Court.

2.3. Retrieval Requests. Court is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Court is responsible for any Chargebacks that result from Court's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

3. FEES AND INVOICING

3.1. Processing Fees. Court agrees that Tyler may assess the Processing Fees set forth in Schedule 1 for services provided by Tyler in accordance with this Agreement. For payments that are initiated through the eFiling System, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions, except Other Fees as provided herein, will be paid.

3.2. Adjustments to Pricing. Tyler may modify the pricing on Schedule 1 with thirty (30) days' prior written notice. In addition, by giving written notice to Court, Tyler may change Court's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Court. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Court.

3.3. Other Fees. In the event of a Chargeback by a consumer, the amount of any disputed charge may be deducted by the Member Bank from Court's Member Bank Account pursuant to the Member Bank Agreement. In such event, Tyler may additionally assess to the Court the chargeback fee listed in Schedule 1. If instead of deducting funds from Court's Merchant Account, the Member assess chargebacks, claims or disputed sums to Tyler, Tyler shall invoice the same to the Court as Other Fees hereunder.

4. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Court shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Court; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Court's existing Member Bank Agreement, then Court shall have the right to terminate this Processing Agreement.

5. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

5.1. Protection of Tyler Confidential and Proprietary Information. Court shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Court shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Court shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 5.1 and shall be responsible for breaches by such persons.

5.2. Judicial Proceedings. If Court is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Court shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Court nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Court may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Court uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

5.3. **Tyler Protection of County Info** Tyler expressly agrees that It will not use any of Court's confidential information it may obtain under this Processing Agreement for Its own benefit except as necessary in performance of this Agreement, and agrees that it will not disclose any of COURT'S information to unauthorized third parties and will take care to guard the security of the information at all times.

6. REPRESENTATIONS AND WARRANTIES

6.1. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

6.2. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further

represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.

7. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO COURT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

8. TAXES

8.1. Tax Exempt Status. Court is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

8.2. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

9. TERM, SUSPENSION, AND TERMINATION

9.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date hereof and shall continue in effect for three years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section9.2.

9.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section 9.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

(ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;

(iii) the failure by Court to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iv) breach of Section 5; or

(v) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Processing Agreement under Section 9.2(a)(i) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 10 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 9.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

9.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 5; 7; 8; Error! Reference source not found.10, 11 and 12.

10. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Court and Tyler's Vice President of Courts and Justice Systems Division assigned to Court's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Court's chief executive officer or other individual reasonably designated by Court and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation. The foregoing shall not apply to claims for equitable relief under Section 7.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

11.4. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.5. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

11.6. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

11.7. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

11.8. Governing Law and Venue. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Texas, without regard to or application of choice of law rules or principles. Venue of this contract shall be the State or Federal Courts in Wise County, Texas,

11.9. Duty To Report Problems: Tyler agrees to advise Court of errors, mistakes, problems or any other problematic issue(s) with regard to this Processing Agreement that become known to Tyler and affecting *County's* use of the services provided hereunder and will make good faith efforts to correct any errors or assist Court in notifying relevant Processor to correct errors that come to light in a timely and reasonable manner.

11.10. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Court may, upon the written request, audit any and all records of Tyler relating to services provided herein. Court shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Court as a part of this Processing Agreement. Tyler shall make such books and records available to Court during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Court's sole expense.

11.11. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.12. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

11.13. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 5 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

12. CERTAIN DEFINITIONS

12.1. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Court has made.

12.2. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

12.3. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Court's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Court in breach hereof; (b) becomes available to Court on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Court prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Court independently of any disclosures made by Tyler.

[Remainder of this page intentionally left blank]

(Schedule 1)

Merchant Payment Card Processing Fees

MERCHANT:

PROCESSING FEES

A convenience fee of 2.89% will be assessed to consumers for each electronic payment transaction initiated that flows through the eFiling System when using a credit or debit card.

ACCEPTED CARD TYPES

Visa, MasterCard, Discover and AMEX will be accepted.

OTHER FEES

A $20.00 fee shall be assessed for each chargeback transaction received.

Chargebacks and returns may be withdrawn from the Merchant Bank Account by the Member pursuant to the Member Bank Agreement.

14f

Wise County, TX
Decatur, TX
VHF P25 Conventional System
w/Simulcast VHF Paging

Final Acceptance Document

March 31, 2015

EFJohnson Technologies

1440 Corporate
Irving, TX 75038
972.819.0700

Wise County, TX

VHF P25 Conventional System w/Simulcast VHF Paging

Final Acceptance Signature Page

SO Number: Y384422

Date: 03-31-2015

Signature of this document verifies the Wise County TX final acceptance of the installed VHF P25 Conventional System w/Simulcast VHF Paging. EFJohnson has provided, and Wise County has received all deliverables, and EFJohnson has performed all other work required for Final Acceptance. Signature of this document confirms the completion of the work. Any exceptions shall be noted on the following Open Issues page.

J.D. Clark
County Judge
Wise County, Texas

Carl Sheller
Systems Program Manager
EFJohnson
Irving, TX

1. Open Issues

1.1 **EFJohnson will deliver the final documentation within one month of the above signature date.**

1.2 **EFJohnson will deliver the final equipment list within one month of the above signature date.**

1.3 **EFJohnson will conduct Final Acceptance Testing after Wise County has completed the commissioners reprogramming NLT May 29th 2015.**

1.4 **Wise County 1 year Platinum Warranty Period will start on June 1st 2015.**

1.5 **Wise County will have a Standard 1 year Hardware and Software Warranty starting on June 1st 2016, if this document is signed NLT May 31st 2015.**

KF

TEXAS LPG TANK
LEASE AND SUPPLY AGREEMENT

DATE: 3-6-15

DEALER (Lessor): Decatur Propane 510 E. Main Decatur Texas 76234
(Name, Address, Zip, Tel. No.) 940-627-5188

CUSTOMER (Lessee): Wise Co. Sheriff 200 Rock Rooney Decatur Tx.
(Name, Address, Zip, Tel. No.) 940-627-5971

Description of Real Property where Equipment to be located:
(Describe) YARD Behind Shop

Property Owner:
(Name, Address, Zip, Tel. No.)

Initial Lease Period: From _____ to _____. Renewal Lease Period: ☐ monthly ☐ yearly.
(Check One)

TANK	MFG.	SIZE	SER. NO.	TYPE	TANK LOCATION	EQUIPMENT DEPOSIT	RENTAL FEE PER: (CHECK ONE) ☐ MONTH ☐ YEAR
1.	Nat Butane	500	37439	A/G	YARD	$ -0-	$ -0-
2.						$	$
3.						$	$ Loaner
4.						$	$
Other Equipment [Attach Description]:					Use Tax.		$
					TOTAL	$	$

Installation: $ _____ per tank. Removal: $ _____ per tank. $ _____ HAZMAT annual fee.

Reconnection: $ _____ per tank. Other: $ _____
(Insert "None" if applicable)

Minimum Use Amount $ _____

CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, PARTICULARLY THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT HE UNDERSTANDS THEM AND THAT THEY CONSTITUTE THE ENTIRE AGREEMENT, UNDERSTANDING, AND REPRESENTATIONS, EXPRESS AND IMPLIED BETWEEN DEALER AND CUSTOMER WITH RESPECT TO THE EQUIPMENT RELEASED HEREUNDER, AND THE LPG SERVICE TO BE PROVIDED.

CUSTOMER AGREES AND UNDERSTANDS THAT THE EQUIPMENT LEASED HEREUNDER REMAINS THE SOLE PROPERTY OF DEALER AND SHALL BE RETURNED BY CUSTOMER TO DEALER IMMEDIATELY UPON TERMINATION OF THE AGREEMENT FOR ANY REASON IN THE SAME CONDITION AS RECEIVED, NORMAL WEAR EXPECTED.

DISCLOSURES UNDER FEDERAL CONSUMER LEASING ACT. CUSTOMER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT HE HAS CAREFULLY REVIEWED THE LEASE SUMMARY INFORMATION SET FORTH AT THE BEGINNING OF THIS AGREEMENT, AND HAS SATISFIED HIMSELF CONCERNING THE TERMS AND PROVISIONS OF THIS AGREEMENT.

Dated: April 13, 2015 Effective when fully executed.

CUSTOMER: _____
(Signature)

_____
(Signature of Spouse)

DEALER:
By: _____
(Signature)

TERMS AND CONDITIONS

1. Purpose. The purpose of this Tank Lease and Supply Agreement (the "Agreement") is to make available to Customer one or more LP-Gas tanks, meters, pumps, and related LP-Gas equipment as described above, to permit Customer to receive, store, and use LP-Gas products (Propane, Butane, etc.) sold and delivered by Dealer to Customer from time to time as needed or desired.

2. Lease Period. The term of the Agreement covers the time period from date of installation to the end of the initial lease period, as set out above. So long as Customer shall be in compliance with the provisions of this Agreement, including the timely payment of rent and satisfaction of all other obligations owed to the Dealer, this Lease shall be automatically renewed at the end of the Initial Lease Period for a one year or a one month period (as indicated above for the Renewal Lease Period) and thereafter for successive one year or one month periods.

3. Rental. Customer agrees to pay Dealer the rental fee as set out above on or before the first day of each rental payment period in advance. If rental payments are made monthly, rental for the period from the date of installation to the first day of the next month shall be payable upon execution of this Agreement. If rental payments are made yearly, rental for the period from the date of installation to the end of the initial lease period, or one full year if shorter, shall be payable upon execution of this Agreement. Dealer shall have the right to increase the rental at any time upon or after the expiration of the Initial Lease Period upon thirty (30) days advance notice in writing.

4. Right of Cancellation. Either party may cancel this Agreement at the end of the Initial Lease Period or any Renewal Lease Period upon thirty (30) days written notice in advance. In the event Dealer shall increase the rent as permitted hereinafter, Customer shall have the right, exercisable by written notice given to the Dealer within fifteen (15) days following receipt by Customer of the notice of rental increase to terminate this Agreement. Dealer shall have the right to terminate this Agreement at any time upon thirty (30) days written notice, and upon ten (10) days written notice in the event of any default hereunder. Dealer shall have the further right to terminate this Agreement immediately and without notice in the event Customer shall fail to make timely payment of the rental fees and other payment obligations or shall fail to pay in a timely manner any other sums for products or services agreed to be paid by Customer, or shall take such actions as to cause in violation of law or hazardous to persons and property. No termination or cancellation under the terms of the Agreement shall be effective until Dealer shall be afforded a reasonable opportunity for removal of the tanks and other leased equipment, and Customer shall remain responsible for the rental fees and safekeeping of the equipment until such time.

5. Use and Care of Equipment. Taxes. Customer shall use the leased equipment solely for the purposes set forth herein. Customer shall exercise all reasonable care and caution in the preservation and use of the equipment, and shall comply fully with all laws and regulations relating to the possession, use and maintenance of the leased equipment, including but not limited to the LP Gas Safety Rules of the Railroad Commission of Texas, 16 TAC chapter 9 (the "LP Gas Supply Rules"). Customer will not remove, deface, or obscure any name plate, decal, or other identifying marking or insignia on the equipment, nor any safety or operating data set forth on the equipment or on plates or tags attached thereto. Customer shall not tamper with, move, nor attempt any repair or maintenance on the equipment. Customer is fully responsible for notifying Dealer of any required maintenance. Such maintenance shall be performed by Dealer at Customer's expense unless attributed to normal wear and tear. Customer shall be responsible for all sales, use, ad valorem or other taxes, if any, imposed by any governmental authorities upon the leased equipment or its use during the Lease Periods. Dealer shall have the right to pay such taxes on behalf of Customer and to recover same from Customer upon written notice.

6. Loss and Damage. Customer shall be fully responsible for the care, preservation, security and safety of the leased equipment, at Customer's own expense, and shall return all leased equipment to Dealer upon final termination of this Agreement in the same condition as received, except for normal weathering, wear and tear. Customer expressly assumes all risks of loss or damage to the leased equipment from any cause. Customer shall have exclusive control of the leased equipment so long as it remains in Customer's possession, ~~and shall hold Dealer harmless from all claims for injury or damages, including attorney's fees, arising out of Customer's possession and use of the leased equipment. Such indemnity shall extend to any injury or damages, or claims thereof, arising from the conduct of others with respect to the leased equipment, Dealer, or any of the Dealer's employees and agents while acting within the scope of their employment.~~ GA TM JDC

7. Installation. Removal. Dealer shall have full authority and responsibility for initial installation of the leased equipment, and Customer agrees to pay, with the deposit, the installation charge set forth above. So long as this Agreement is currently maintained and the leased equipment is maintained in good condition, then upon termination at the end of any lease period, the leased equipment shall be removed by the Dealer at no additional charge. Should Customer default hereunder or elect to cancel the Agreement at any time other than at the end of a lease period, the Dealer shall be entitled to the removal fee set forth above. In neither event, however, shall Dealer have any obligation for restoration or change to the premises. The installation obligations of Dealer are expressly limited to the installation of the leased LP-Gas tank, or tanks, regulators, and connections to the Customer's L.P. Gas piping and distribution system. Installation or modification by Customer of the LP-Gas distribution system or conversion of appliances is expressly excluded and must be the subject of a separate agreement if desired.

8. Substitutions. Dealer reserves the right to substitute other leased equipment from time to time. All costs related thereto shall be borne by Dealer unless such changes are made at the request of Customer or because of loss or damage to the equipment in Customer's possession. Any substitution of equipment shall be reflected by a written memorandum, executed by both parties and attached to this Agreement.

9. Warranties. Dealer warrants that he or it is the new owner of the Leased Equipment, and that so long as Customer shall timely comply with the requirements hereunder, including the requirement for timely payment of rental, Customer shall have quiet and peaceful possession thereof. Customer warrants that it is or they are the owners of the real property wherein the leased equipment is to be located; or, if not owner, Customer has secured express written consent and waiver of any claims from the owner.

10. Dealer's Interests. Customer acknowledges that Dealer, in entering into this Agreement, is not relinquishing any ownership right in the leased equipment, and that the leased equipment is and remains personal property belonging to Dealer at all times. Customer expressly grants unto Dealer the exclusive and irrevocable right to enter upon Customer's premises for the purpose of installing, servicing, filing, repairing, and removing, said leased equipment. This right shall exist independent of any other rights granted herein.

11. Payments and Notices. All rental payments, payments for gas used, and payments for other charges shall be mailed by first class U.S. Mail, or delivered in person, to Dealer at Dealer's address set forth above. All written notices shall be given by Customer to Dealer at Dealer's address set forth above. All written notices shall be given by Dealer to Customer at Customer's address set forth above. All written notices shall be deemed delivered on the second business day following the day of posting by Registered or Certified Mail, postage prepaid and addressed as directed herein. Notices may also be given in person by verbal or written communication and shall be effective upon delivery; provided, any verbal notice must also be followed immediately by written confirmation notice as provided herein. Either party may change the address at which notice shall be received by giving notice to the other party as provided herein. Such change of address shall be effective for all purposes seven (7) days after delivery of such notice.

12. Removal of Leased Equipment by Customer. Customer shall not remove the equipment from the premises described above without the express written consent of Dealer in advance. Any removal or attempted removal without such advance consent shall, at the option of Dealer, constitute a default hereunder.

13. Non-Assignability. This Agreement may not be assigned nor the leased equipment transferred, leased, or subleased, without express written consent of Dealer in advance.

14. Default. In the event Customer shall default in the timely payment of rent as provided herein, or shall default in the timely payment of any other sums owed by Customer to Dealer, or shall use the leased premises for the storage of LP-Gas products other than those supplied by Dealer, or shall permit the leased equipment to be lost or damaged, or shall use the leased equipment in a manner deemed hazardous by Dealer or contrary to any laws, rules or regulations, including but not limited to the LP-Gas Safety Rules, or shall take any other action which would or could jeopardize Dealer's interest in the leased equipment, or cause Dealer to reasonably believe that such interest is in jeopardy, then, in such event, Dealer, at is option shall have the right to declare this Agreement in default. In addition to any other remedies provided herein, in the event of any default Dealer shall have the right to enter on the premises immediately and seal or "lock off" the tank. Reconnection after termination of service is at the sole discretion of Dealer, and reconnection charge may be charged at the option of the Dealer. This Agreement shall not be in default, however, if the Customer uses the leased equipment temporarily for the storage of LP-Gas products supplied by the other Dealers during any emergency period when Dealer is unable to supply all of Customer's product needs.

15. Remedies. In the event of default as described above or default in the performance of any other duty or responsibility by Customer under this Agreement, Dealer, at its option, shall have the right to all remedies permitted by law and equity; including, but not limited to forfeiture of the Equipment Deposit, immediate termination of this Agreement and the recovery of possession of the leased equipment, and/or action for damages. In the event the leased equipment is removed from the premises or otherwise rendered unavailable or unusable, Dealer shall be entitled, in addition to any other damages otherwise permitted by law, to an amount equal to the fair market value of the leased equipment at the time of removal or lease termination. ~~In the event Dealer prevails, Dealer shall be entitled to recover all costs incurred, including costs of court, reasonable attorney's fees and other directly related costs to which Dealer may show itself entitled.~~ Venue for all actions shall be in the County of Dealer's place of business as set forth above. GA TM JDC

16. Prior Leases. Upon the effective date of this Agreement, any and all other lease agreements between Dealer and Customer with respect to equipment leased hereunder are hereby mutually declared to be terminated and of no force and effect, except as they may relate to rights and obligations of the parties arising prior to the effective date of this Agreement.

17. Payment for LP Gas. Payment for all LP Gas and equipment delivered or service provided to Customer is due upon delivery. Customer agrees to pay for all LP Gas, equipment and service within 30 days of delivery if a credit agreement is arranged prior to delivery. In the event Customer fails to make any payment due under this Agreement, Customer agrees that Dealer may assess a late charge or service charge, require a deposit, withhold future deliveries or remove the equipment from the premises. Late charges shall be assessed monthly, in the amount of 1.5% or the outstanding balance. The only exception to the requirement of prompt payment is a written agreement to the contrary between the parties. TM GA JDC GA 1.5% TM JDC

18. Keep Full. Dealer will deliver LP Gas to Customer on a routine route on a "keep full" basis which means Customer agrees that Dealer has the right to fill Customer's tank(s) to capacity at the time of each routine route delivery. Dealer will use its best efforts to prevent Customer's supply of LP Gas from being exhausted, but shall not have any responsibility or liability for the exhaustion of Customer's LP Gas supply or for any direct or indirect consequences of such exhaustion. In addition, Dealer shall not have any responsibility or liability for any interruption, disruption or suspension of Customer's LP Gas supply, nor shall Dealer have any responsibility to make deliveries to Customer at any particular time.

19. Out of Gas. In the event Customer is "out of gas" through the fault of Customer, Customer will be assessed a service charge for a leak test of the LP Gas system. Adequate notice of delivery will be determined to be five (5) days before the outage. In the event the Customer

is "out of gas" through the fault of Customer, Dealer shall have the right to terminate the Agreement immediately and enter the premises and take possession of the aforesaid equipment without prior notice.

20. Safety. An odorant is added to LP Gas to provide a warning in the event of a leak. A hazardous situation may exist whenever the smell of odorant is present, even if the smell is faint. If the smell of LP Gas is detected, Customer agrees to immediately evacuate the building, shut the valve on the storage tank to the "Off" position and immediately contact Dealer or the public safety authorities (fire or police) from offsite so that any potential hazardous situation can be corrected.

21. Access. Customer grants Dealer full access to the premises for purposes of delivering LP Gas and for installing, maintaining, servicing, or removing the leased equipment. Customer shall bear any expense necessary to make the leased equipment accessible to Dealer.

22. Clean Area. Customer agrees to keep the area within ten (10) feet of the equipment clean and free from any ignitable material, including weeds and long dry grass.

23. Taxes. Customer shall report the equipment leased herein for ad valorem and personal property tax purposes and hereby agrees to assume and pay any such taxes levied upon or assessed against said equipment by the taxing authorities of the state, county and municipality wherein the leased equipment is installed.

24. Force Majeure. Customer agrees Dealer will not be held responsible for any failure to make deliveries or provide service which is prevented by adverse weather, failure of transportation facilities, shortages of supply, fire, riot, war, act of God, or any other cause beyond the reasonable control of Dealer.

25. "Customer" is a person(s) or business requesting or receiving services from Dealer. "Services" means LP Gas delivery, equipment installation, rental, removal and Dealer determined inspection and maintenance activities.

26. Dealer will perform a safety check of the Gas System and appliances associated with the use of LP Gas (i) prior to connection of service, (ii) prior to reconnection after a service interruption (when there has been a LP Gas outage) or (iii) at any other time as reasonably determined by Dealer.

27. The Gas System on the Premises shall remain the sole property of Dealer. The Gas System may only be used with LP Gas purchased from Dealer.

28. Dealer shall have the right at any reasonable time without notice to Customer to inspect, repair or remove the Gas System, without liability for any trespass or damage incurred thereby and without Customer being relieved from any of Customer's obligations to Dealer under this Agreement.

29. Customer is obligated to inform Dealer if there are any changes on the Premises (including the addition or deletion of LP Gas appliances) that may increase or decrease usage. Notwithstanding any special programs in effect for Customer, it is expressly understood and agreed that it shall be the responsibility of Customer to monitor the amount of LP Gas in the Gas System tank and to notify Dealer when Customer needs additional LP Gas.

30. Dealer shall not be liable for damages of any kind or nature resulting from failure to deliver LP Gas to Customer and/or failure to install or remove equipment for any reason.

31. Dealer shall not be liable for damage to any person or property incurred as a result of storm, flood, weather conditions, acts of God, strike, acts of war or terrorism, or any other cause beyond Dealer control or by any third party or governmental action.

32. Customer accepts and agrees to pay for all LP Gas delivered by Dealer at the price(s) and terms established by Dealer, plus all applicable taxes as well as all fees. Furthermore, all LP Gas sales are final upon delivery to Customer.

33. All accounts are subject to credit approval. In the event Customer's account is or becomes a COD account, Customer acknowledges and agrees that payment in full will be required prior to delivery of LP Gas or equipment.

34. Customer may be required to pay an initial $200 deposit to Dealer upon account set up or at the time of a reconnection or interruption of gas supply. Within 90 days following termination of this Agreement, any such deposit will be returned to Customer or used to offset Customer's outstanding account balance, if any.

35. Customer shall maintain a current account balance at all times. If Customer's account is not paid timely, Customer agrees to pay the monthly late fee as set forth in paragraph 17. If Customer's account is not paid timely, any special pricing programs in effect for Customer shall terminate immediately.

36. Customer will be charged and Customer agrees to pay a returned check fee of $25 for each check, draft or electronic funds transfer that is returned.

37. Except for loss or damage caused directly by the negligent or deliberate acts of Dealer's employees, contractors or agents, Customer assumes all risks and liabilities whatsoever related to or arising from possession or use of the LP Gas or the Gas System. ~~Customer hereby indemnifies and holds Dealer harmless from and against all liabilities, claims and expenses of every kind or nature related to or arising from the use of the LP Gas.~~ ~~Customer hereby indemnifies and holds Dealer harmless from and against all liabilities, claims and expenses of every kind or nature related to or arising from the use of the LP Gas.~~ TH GA JDC

38. The consumption of a minimum amount of LP Gas in each calendar year by Customer is part of the consideration for this Agreement. Customer agrees to pay a Minimum Use Amount as set forth above if Customer does not use at least the amount of LP Gas in a calendar year.

39. In recognition of the on-going cost incurred by Dealer for safe operations and the comply with the laws and regulations attendant to the providing of Services, Customer agrees to pay Hazardous Material (HAZMAT) Fees as set forth above. Hazardous Material (HAZMAT) fees do not represent a tax or fee paid to or imposed by any governmental authority, and Dealer will retain the entirety of the fees. These charges apply per delivery and as an annual fee as set forth above.

40. Customer agrees to pay all applicable fees and charges as set forth above. The Fees & Charges are subject to change by Dealer upon 30 days prior written notice to Customer.

41. Dealer may modify this Agreement and any of the terms and conditions hereof at any time upon 30 days prior written notice to Customer. Receipt, use or retention of LP Gas services or related equipment from Dealer after the effective date of any such modification shall be deemed to be Customer's consent to be bound by the modification Agreement or modified terms and conditions.

42. The provisions of the Agreement are severable. If any provision of the Agreement is, for any reason, invalid or unenforceable, the remaining provisions of this Agreement are valid and enforceable if the basic intent of the parties is still capable of being achieved.

43. Dealer's delay or failure to enforce any provision of this Agreement will not operate will not operate as a waiver or estoppel of Dealer's right to enforce any provision of this Agreement.

14f

LexisNexis®

Litigation Software Order

Reed Elsevier Inc., dba/LexisNexis
9393 Springboro Pike
Miamisburg, OH 45342-4425

TAX ID: 52-1471842
DUNS#: 87-767-2683
Attn. Marcia Van Camp, 202-857-4695

Date: March 2, 2015

Terms: Net 30
Billing Frequency: Payment in Full
PO Number

Bill To: 0099731316
Name WISE COUNTY DISTRICT ATTORNEY
Address PATRICK BERRY
WISE COUNTY AUDITOR PO BOX 899
DECATUR TX 76234

(940) 627-5257
patrick.berry@co.wise.tx.us

Ship To: (if different)

Salesperson	Phone	Segment	Valid Until
Ryan Bush	937-768-8279	SLG	4/30/2015

Qty	Description	Unit Price	Sub Totals	Annual Totals
Year 1	Effective Dates: 05/01/2015 - 04/30/2016			
1	CaseMap Annual Maintenance	$164.00		
	Sub-Total CaseMap Annual Maintenance		$164.00	
			Sub-Total Year 1**	$164.00
			** Sales tax may apply and will be included on invoice	
			Order Total**	$164.00

* Discounts apply provided you commit to the specified term at the specified price on or before the Proposal Expiration Date. Fees are non-refundable. Annual fees for Software Subscriptions and Annual Maintenance and Support are non-cancelable and will be billed automatically upon anniversary of the Effective Date

** Sales tax may apply and will be included on invoice.

Use of the Software licensed pursuant to this Software Order is subject to the terms and conditions of the End User License Agreement Found at http://www.lexisnexis.com/terms/ca

Government Purchasers:

You may license the LexisNexis® Litigation Software Suite of products (CaseMap/Concordance/LAW PreDiscovery) through GSA, FEDLINK, or the open market.

GSA / FEDLINK REQUIREMENTS:
When you purchase via the GSA or FEDLINK schedules, the already-negotiated terms & conditions for the CaseMap Suite will be incorporated into your contract.
- *For GSA schedule purchases, please cite contract # GS02F0048M on your contract (block 2 of a SF 1449)*
- *For FEDLINK schedule purchases, please cite contract # LC14C7121 on your contract (block 2 of a SF 1449)*
- *For Open Market purchases, please indicate as such on your purchase order or contract.*

Please cite the appropriate contract number on your contract (block 2 of a SF 1449). The terms of the GSA or FEDLINK schedule supersede any "click through" terms required to be accepted during installation or upon use. For GSA and FEDLINK purchases, preprinted, conflicting or additional terms in any purchase order shall be deemed to be for purchaser's internal purposes only and shall in no way modify any term or condition of the contract unless the intent of such modification is expressly stated and agreed to by both parties. For open market purchases, by your signature on the Purchase Order you agree to accept the terms and conditions of the LexisNexis End User License Agreement found at http://www.lexisnexis.com/terms/CA, except as any such terms shall conflict with those of FEDLINK contract LC14C7121.

If paying by Credit Card, you acknowledge that you are purchasing a license to commercial software on behalf of the government customer identified herein. For software purchased under a subscription license, the amount currently due represents payment for one year (or such other period, if set forth above) and that Customer is obligated to pay any additional annual payments throughout the Term.

Authorized Signature: _____

Title: County Judge

Date: 4-13-15

14F

VistaCOM

Houston, TX
9772 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Wise County SO Maintenance

Quote # HOU201[illegible]

Version 1

Wise County Sheriffs Department

Oklahoma City, OK
[redacted] Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
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Sales and Support

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9772 Whithorn Drive
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Remit, Sales and Support

Wise County SO Maintenance

Prepared by:

Vista Com
Tanya Travis
(800) 708-6423
Fax (281) 518-7056
tanya.travis@vistacomtx.com

Prepared for:

Wise County Sheriffs Department
200 Rook Ramsey Dr
Decatur, TX 76234
Susan Gomez
gomezs@sheriff.co.wise.tx.us
(940) 627-5971

Quote Information:

Quote #: HOU001208
Version: 1
Delivery Date: 04/01/2015
Expiration Date: 04/12/2015

Services	Price	Qty	Ext. Price
Year 1 - Annual Maintenance Contract	$4,656.00	1	$4,656.00
	Subtotal:		**$4,656.00**

Quote Summary	Amount
Services	$4,656.00
Total	**$4,656.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

E-Signature Confirmation

Initials: BRW
IP Address: 173.239.125.187
Email Address: wallsb@sheriff.co.wise.tx.us
PO Number: FY15-569-178
Date: 04/01/2015 11:55 AM

VistaCOM

Vista Com
9772 Whithorn Drive
Houston, TX 77095
(800) 708-6423

Bill To:
Wise County Sheriffs Department P.O. Box 899 Decatur, TX 76234 United States

Date	Invoice
04/01/2015	4054
Account	
Wise County Information Resources	

Terms	Due Date	PO Number	Reference	
Net 30 days	05/01/2015	FY15-569-178	Annual Billing for 2015	
Annual maintenance for your recording server, serial number 740001162.				

Managed Services Details	Quantity	Price	Amount
Agreement: Wise CO SO Eventide Maintenance Contract			$4,656.00
		Total Managed Services Details:	**$4,656.00**

Make checks payable to Vista Com	**Invoice Subtotal:**	$4,656.00
	Sales Tax:	$0.00
	Invoice Total:	**$4,656.00**

Record, Interact, Optimize

Oklahoma City, OK
enter Drive, Suite 140
ahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com
Sales and Support

Houston, TX
9772 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com
Remit, Sales and Support

Wise County SO Maintenance

Prepared by:

Vista Com
Tanya Travis
(800) 708-6423
Fax (281) 518-7056
tanya.travis@vistacomtx.com

Prepared for:

Wise County Sheriffs Department
200 Rook Ramsey Dr
Decatur, TX 76234
Susan Gomez
gomezs@sheriff.co.wise.tx.us
(940) 627-5971

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Initials: BRW
IP Address: 173.239.125.187
Email Address: wallsb@sheriff.co.wise.tx.us
PO Number: FY15-569-178
Date: 04/01/2015 11:55 AM

County Judge

4-13-15

14F

FAST SOLUTIONS ENVIRONMENTAL, LLC

2603 Glenfield, Dallas, TX 75233
(972) 572-2844
info@fastsolutionsenvironmental.com

March 17, 2015

Proposal # 716-15

Glen Hughes
200 South Trinity St.
Decatur, Texas 76234

Re: **Asbestos Abatement Proposal for 200 South Trinity St., Decatur, TX 76234.**

Dear Mr. Hughes,

Fast Solutions Environmental, FSE appreciates the opportunity to provide you with this proposal for Asbestos Abatement, at the above referenced property. The abatement activities will focus on the professional removal of various asbestos-containing materials (ACMs).

SCOPE OF WORK:

a) **Flooring Material & Mastic** – Removal and disposal of **433** square feet of ACM Flooring Material & Mastic located throughout Inside of Full Containment.

Fast Solutions Environmental, LLC:

a) Follow all Federal, State, and local regulations to be in total compliance during the asbestos removal;
b) Supply Texas State licensed supervisor(s) and Texas State licensed worker(s) for the asbestos abatement project. All workers will use full respirator protection and disposable clothing, as per OSHA 29 CFR 1910 and 1926 regulations;
c) Build containments around the areas containing asbestos;
d) Supply the containment with controlled environmental pressures to assure safety;
e) Wet wipe and HEPA vacuum all structures and related surfaces where necessary;
f) Encapsulate all of the abated surfaces;
g) Double-bag all of the asbestos contaminated waste and load the bags into a plastic lined waste transporter.
h) Fill out all of the hazardous materials manifests and have a licensed transporter take the materials to an EPA approved landfill for manifesting:
i) Provide all documentation to your company for recording purposes. This documentation will reflect all final results of the project

For materials to be abated inside Negative Pressure Containment(s), FSE will install 6 mil critical barriers, 1-2 layers of 4 mil wall poly, 1-2 layers of 6 mil floor poly, shower decontamination Unit, Negative air pressure will be accomplished using 600-2500 CFM negative air units monitored by direct printout manometers. Air exchange will be based on -0.02 negative pressure or 4 exchanges per Hour

Flooring abatement (tile/black mastic) to be performed inside a negative pressure enclosure with 6 mil critical barriers, single layer ½ wall splash guards, and a shower decon system, owner to move out all furnishings covering the flooring materials to provide FSE with an openly exposed floor surface.

Requirements & Responsibilities of Owner/Others:

1) Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to FSE's mobilization as required by OSHA.
2) Parking; allow for placement, when applicable, of asbestos disposal containers next to the structure and parking for FSE employees.
3) Water & Power / Remobilization:
4) FSE assumes suitable water and power service will be available within all applicable work areas at cost of others (i.e. owner). Should mobilize to the project site on the scheduled start date (or any date within the notification timeline) and water and/or electricity are not available there will be additional remobilization fee charged to the property owner / representative. Additional charges will apply must assume responsibility for water and electricity.
5) The materials are removed using hand tools (inside full NPE containment) and maintained in a wet condition and double bagged. All asbestos waste is formally manifested and transported by a licensed asbestos transporter to a licensed landfill that accepts asbestos waste. In this case the landfill would be the **DFW Landfill** in Lewisville, Texas.
6) Once the abatement is completed and formal clearances have been achieved, FSE will generate a final close out report which includes all daily logs, air monitoring results, contractor close out docs, and waste manifests
7) Surfacing Materials; Unidentified over-spray of surfacing materials (e.g. on framing studs, on concrete floors, in air plenums - HVAC vents - air systems, or associated debris in wall cavities, or demolition to access) are excluded.
8) Flooring materials covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. FSE to abate up to covered surfaces.

DISPOSAL OF WASTE

Asbestos wastes produced will be manifested, packaged, and labeled transported and disposed of by FSE for the owner to an EPA / DSHS authorized landfill that accepts asbestos waste. In this case the landfill would be the **DFW Landfill** in Lewisville, Texas the original copy (signed) of the waste manifest will be mailed to the owner directly by the landfill.

PROJECT DURATION

Project duration for this Asbestos Abatement project is estimated at 1 working day(s). FSE will work **Monday thru Friday all day shift(s), up to 8 hours per work shift.**

COMPENSATION FOR SERVICES:

Asbestos Abatement (See Scope of Work)	$ 1,200.00
Mobilization / Project Set up	$ 400.00
File original regulatory notice to TDSHS	$ 100.00
Waste Manifest, Transportation & Disposal	$ 300.00
Materials / Equipment	$ 300.00
Total Lump Sum Base Bid: **(Two Thousand, Three Hundred 00 Dollars**	$ 2,300.00

Air Testing Consultant: TDSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. **OSHA Airs:** FSE to complete a Negative Exposure Assessment or OSHA air tests

The **TDSHS asbestos removal fee of approximately $000 is not included** with our bid. TDSHS will send this removal fee invoice directly to the building owner for payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at $30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU.

LICENSES: FSE is licensed by the Texas Department of State Health Services as an **Asbestos Abatement Contractor #801059** and **Asbestos Transporter # 400517**. FSE will perform the work per local, state and federal regulations of the Texas Department of State & Health Services (TDSHS), Occupational Safety & Health Administration (OSHA), and Environmental Protection Agency (EPA).
INSURANCE: Our proposal includes insurance coverage's with **$2M limit** on General Liability including asbestos/pollution liability, **$1M limit** on Workers Compensation, and **$2M limit** on Auto. **Additional Insurance;** FSE carries $1M Gen. Liability, $1M Auto & Work Comp, and any additional coverage to be provided at cost 15%. Owner to be listed as an additional insured. Property / Builder's risk insurance by owner.
TERMS: The above work will be completed in a substantial and workmanlike manner according to industry standard practices. All invoices are due and payable upon receipt, and shall be paid in full within 15 days thereafter. Late charge of 1.5% per month will be added to any outstanding balance over 30-days. All invoices are due and payable at Fast Solutions Environmental.

Should you find the terms of this proposal acceptable, please indicate by signing the space provided below.
Please return to my attention via email at mario1170@sbcglobal.net or fax at (214) 453-7054 if you have any questions or need further information, please do not hesitate to contact me on my Cell (469)855-0087
Thank you!

For: ~~Mr. Glen Hughes~~

Signature

County Judge
Title

4-13-15
Date

From: Fast Solutions Environmental, LLC
Mr. Mario Lopez

Mario R Lopez
Signature

Project Manager
Title

March 17, 2015
Date

14f

DEPOSITORY CONTRACT FOR COUNTY AND TRUST FUNDS HELD BY WISE COUNTY

THIS AGREEMENT, made and entered by and between FIRST FINANCIAL BANK, N.A., a banking corporation authorized to maintain and maintaining branch offices in Texas, hereinafter called "Bank," and WISE COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter called "Depositor,"

WITNESSETH:

WHEREAS, the Bank has submitted its application for operating bank depository for county and trust funds of the Depositor; and

WHEREAS, the Commissioners Court of WISE COUNTY, sitting as the governing body of the Depositor, has selected the Bank as the operating bank depository for registry funds held by the Depositor; and

WHEREAS, the Bank desires to qualify as the operating bank depository for operating and trust funds held by the Depositor;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I. Duration and Terms

The conditions of this contract are such that whereas the Bank has been duly and legally chosen by the Commissioners Court of WISE COUNTY as the operating bank depository for the Depositor under Texas law, by reason of the Bank's having agreed to act as the operating bank depository for the county and trust funds held by the Depositor and by reason of the Bank's having bid and agreed to the following:

A. The Bank will provide the supplies and services required by the Depositor in connection with the depository service. The Bank may be willing to provide additional bank services and products to the Depositor that is not requested in the Depositor's request for bid but which the Depositor later determines would be beneficial. No charge shall be made by the Bank for any service, except Merchant Services and Lockbox Services or provided by written amendment signed by both parties.

B. The Bank agrees to provide these services for a four year term starting May 17, 2015 and ending May 16, 2019, this includes a renewal option for an additional two year term.

This contract shall allow the bank to establish, after negotiations with the Depositor, new interest rates and financial terms that will affect the final two years of the four year contract and the renewal period. Providing the new terms:

1. Do not increase the prices to the Depositor by more than 10%.

2. Depositor has the option to use the initial variable interest rate option or change the new or fixed or variable rate options proposed by the bank.

C. The Bank agrees to pledge securities, as approved by the Commissioners Court, for funds deposited under this depository contract in favor of the Depositor. In addition to or in lieu of the securities hereby pledged, the Bank may furnish to the Depositor one or more surety bonds to secure the funds of the Depositor. Securities as collateral will be equal to 102% of the trust checking account, cash bond checking account and the certificates of deposit of the Depositor on deposit with the Bank from day to day that are not covered by Federal Deposit Insurance Corporation insurance protection, and surety bonds will be equal to 125% of the ledger funds of the Depositor on deposit with the Bank from day to day that are not covered by Federal Deposit Insurance Corporation insurance protection. To afford the Bank a reasonable time to adjust the amount of collateral, the Depositor agrees to notify the Bank prior to any expected increase in deposited funds that would require an increase in the amount of collateral. Collateral will be priced to market once monthly. The Bank will provide additional collateral necessary to equal the required amounts of collateral indicated above within one business day after the Bank becomes aware of any deficiency in the amount of collateral.

D. The volume of funds deposited under this contract will vary from time to time. In order that the deposits may be at all times amply secured by pledged securities pursuant to this contract and the depository laws of the State of Texas, the Depositor shall have the right, upon twenty-four hours written notice, to require an increase in the value of the pledged securities hereunder. Likewise, upon notice, the Bank shall have the right to decrease the value of the pledged securities that are in excess of 102% of the deposits that are not covered by Federal Deposit Insurance Corporation insurance protection, or surety bonds in excess of 125% of the ledger funds of the Depositor on deposit with the Bank from day to day that are not covered by Federal Deposit Insurance Corporation insurance protection. Deposit of additional securities, and withdrawals of excess securities, shall be, for convenience, in units of $25,000 or more.

E. The Bank shall have the right to substitute or withdraw any part of the collateral with any type of securities collateral authorized by the Public Funds Collateral Act. When an exchange is desired by the Bank, it shall make application to the Depositor and submit a list of the securities proposed to be exchanged and the securities that it desires to withdraw. If the securities so proposed and tendered for substitution are of the kind and character described above and of the required amount and value, the Depositor will grant the application and permit a substitution or withdrawal, as allowed by law. If permission is granted and securities are substituted, the substituted securities shall thereafter be

subject to all of the terms and conditions of this contract as fully as if originally pledged hereunder.

F. The Bank agrees to provide Depositor interest bearing checking accounts. The accounts will earn a rate of interest equal to the average 91 Day T-Bill rate of the prior calendar month. This rate will be adjusted on a monthly basis and will be paid on the average daily collected balance. The bank agrees to pay a minimum of 0.10% and a maximum of 3.00% interest on all checking accounts.

G. The Bank is never obligated to pay any item or permit any transaction that would cause an overdraft in the applicable accounts. The Bank reserves all rights and remedies it has under its Terms and Conditions of Deposit Accounts or otherwise with respect to overdrafts. The Bank expects that the Depositor will conduct its affairs so as to avoid overdrafts in its accounts, and that the Depositor will fund any account that has a negative collected balance on the same day that the Depositor is notified of the situation. Overdraft interest will be charged any time the collected balance in any individual account of the Depositor is negative at the end of a banking day at a rate equal to the Bank's standard overdraft interest charge as it changes from time to time. The Bank's current overdraft interest charge is the Earnings Credit Rate. Additionally, if the Depositor's accounts are in an aggregate overdraft position during the banking day, the Bank reserves the right to pass on to the Depositor any amount the Federal Reserve Bank charges the Bank for daylight overdraft positions in the Bank's reserve accounts. Further, the Bank must recognize and honor all stamped statements by the Depositor on all checks as to their validity after 60 days, even if a fee is charged to the Depositor for such services.

H. The Bank agrees to pay interest to the Depositor on certificates of deposit in the depository at the Bank's then-current quoted rates. The bank agrees to pay a minimum of .10% on all CDs. Interest is paid daily, calculated on a 365-day simple interest basis. Interest shall be credited to the respective certificates of deposit daily. The Bank shall send an interest earned statement reflecting the above and the rates during the month, within 3 business days after the close of the preceding calendar month. Provided, however, that rates shall at no time exceed the maximum rate permitted under all applicable law.

I. The Bank shall discharge all of the duties required by law in the care, safekeeping and custody of the investment securities placed with/pledged to the Depositor. When any securities owned by the Depositor are placed in the Bank, the Bank shall provide for the care, safekeeping and custody of such other securities. The Bank will deliver transaction advices for any transaction affecting the securities of the Depositor. On a monthly basis, the Bank will deliver a complete listing of all securities held at the beginning of the month and any received during the month. The report shall report any security sold or matured and the market value of any security held at the end of the month and submitted to the County Auditor. Market value shall be obtained from a nationally recognized source, acceptable to the Depositor.

J. It is expressly understood that the Depositor shall have the right pursuant to court order to withdraw funds, without penalty except as required by law, from time to time, any amount of funds of the Depositor that are deposited in the Bank and to invest those funds in direct debt securities of the United States, Certificate of Deposit or deposits in other depositories and other investments that the Depositor may now or hereafter be authorized to make under the laws of Texas. Bank expressly agrees to pay interest on all time deposits from the date of purchase to the date the time deposits are paid to the Depositor, at the market rate, without penalty for early withdrawal, except as required by law.

K. The Bank will accept wire transfer deposits made by or on behalf of the Depositor. Such deposits will be made to such accounts as the Depositor may direct in writing or by telephone. Any deposit instructions given by telephone by the Depositor will be confirmed by letter electronically mailed within the business day of the telephone instruction to the designated bank representative.

L. The Bank will provide account balances and transaction information to the Depositor each banking day via computer terminal. The Depositor will make deposits to the accounts at various times during the banking day and the Bank will give same-day ledger credit on deposits the Bank receives before 3:00 p.m. The level of available funds in all accounts will be determined on the following schedule:

DEPOSITORY ITEMS AVAILABILITY

1. Cash, items drawn on the depository, wire transfers, ACH deposits, letters of credit	SAME DAY
2. Encoded items drawn on Direct Clearing institutions that meets at the local clearinghouse check exchange and received by bank by noon	SAME DAY
3. Items on local institutions (other than those listed in #2 above)	NEXT DAY
4. Other items	FEDERAL RESERVE AVAILABILITY SCHEDULE

M. The Bank will provide to the Depositor a statement at least annually for each certificate of deposit, including a statement as of the last business day of each year. The statement or statements collectively will include the interest earned, early withdrawal penalty (if any), and the ending balance as of the closing date for the statement. The end of the year statement will be provided to the Depositor no later than 31 days after the end of the calendar year.

N. Not later than 8:00 a.m. of each banking day, the Bank shall make available to the Depositor via computer terminal the daily ending ledger and collected balances of each

account for the banking day immediately preceding. Not later than 10:00 a.m. of each banking day, the Bank shall make available to the Depositor the dollar amount of checks deposited by the Depositor with the Bank that were charged back to the Depositor's account during the banking day immediately preceding. Not later than three (3) banking days after the end of each calendar month, the Bank will furnish the Depositor a separate monthly statement for each account showing overall activity to the account in the calendar month. The Bank will provide the Depositor with a full reconciliation or a paid tape for each account as requested by the Depositor. The Bank will furnish the statement in paper form and in electronic file format acceptable the Depositor. Additionally, canceled check images will be furnished to the Depositor. The Bank will fine sort checks in ascending numerical order. If requested by the Depositor, the Bank will provide canceled checks via computer disk (CD), along with appropriate software to access the data.

II. Termination

During the time of this contract, the Bank or the Depositor can terminate this contract for convenience or default at any time with 60 day written notice. In the cases of default, the Bank shall have the opportunity to cure the default with the time allotted in the written notice. If the default is for criminal action the contract is subject to immediate termination. In the event that the contract is terminated, whether voluntarily or involuntarily or by selection of the successor depository, Bank agrees to pay interest on all time deposits from the date of purchase to the date the time deposits are paid to the Depositor, at the market rate at the date of purchase, without penalty for early withdrawal, except as required by law. Notwithstanding the stated term of this bid, the Bank may terminate all or particular services at any time during the bid term for the reasons stated in the Treasury Management Service Agreement or any other agreement that governs those services, so long as Bank's termination of services are in accordance with the provisions of Chapters 116 & 117, Texas Local Government Code.

III. Jurisdiction and Compliance with Texas Law

Any suit arising out of or in any way connected with this contract shall be tried in WISE COUNTY in a court of proper jurisdiction. Texas law shall govern this contract and its terms. All of the provisions and requirements of the laws governing county depositories shall be a part of this contract.

IV. Written Communications

Any written notice permitted or required to be given by the Depositor to the Bank shall be hand-delivered or mailed via certified mail, return receipt requested to any officer of the Bank, between the hours of 9:00 a.m. and 5:00 p.m. on any day other than a Saturday, Sunday or legal Bank holiday, to the following address:

909 Stevens Street
Bridgeport, Texas 76426

Such written notice shall be deemed received when handed to any officer of the Bank. The Depositor recognizes that the Bank's lobby closes at 4:00 p.m. Monday through Thursday. While Bank Officers are generally present until 5:00 p.m., notification should be received by the Bank during normal business hours.

Any notice permitted or required to be given by the Bank to the Depositor shall be hand delivered or mailed via certified mail, return receipt requested the Depositor at:

P.O. Box 554
Decatur, Texas 76234

Between the hours of 9:00 a.m. and 5:00 p.m. on any day other than a Saturday, Sunday, legal Bank holiday, County holiday or when the Courthouse is closed.

V. Miscellaneous

A. Depositor's Access
The Wise County Treasurer has exclusive control over all Depositors' accounts. Also, the depositor's accounts must be able to be accessed by the Wise County Auditor. A signature from each of the above offices is required to cash a Depositor's check.

B. Departmental Access
The Depositor allows only certain county departments to either open or maintain an account in the Bank. County or District Clerk may maintain any number of accounts for their registry accounts. County Tax Assessor Collector may only have three accounts. Further, each Justice of the Peace may have only one account being a merchant restitution account.

C. Positive Pay
Every depositor has an obligation to take reasonable steps to prevent fraud on its accounts. For that reason, the Bank offers customers a "Positive Pay" service, which allows customers to notify the Bank of certain information regarding issued checks for comparison with checks presented to the Bank for payment. Under applicable provisions of the Uniform Commercial Code, courts will assess liability for losses between the bank and bank customers based on the degree to which each party's failure to exercise ordinary care contributed to the loss. The Bank believes that ordinary care requires all public fund customers to use positive pay to help prevent third-party fraud on their accounts.

D. Courier Services
Courier services used by the Depositor to deliver currency, checks, or other items to the Bank must meet the requirements for courier services specified in the Bank's Treasury Management Service Agreement and Administrative Rules.

E. Third-Party Service Providers
In the normal course of its business, the Bank may engage certain third party vendors to provide or assist in providing all or part of certain services. The Bank has no obligation to specifically

disclose the existence of these arrangements to the Depositor or to obtain the Depositor's consent to these arrangements unless the third party is engaged solely for the purpose of serving the Depositor's business.

F. Other Agreements

All services are subject to the terms of the Bank's Terms and Conditions of Deposit Accounts and Treasury Management Service Agreement, as well as any other standard agreements applicable to the products and services provided. To the extent of any conflict between this Agreement and the Bank's standard agreements, this Agreement will control.

G. No Oral Agreements

THIS AGREEMENT AND OTHER DOCUMENTS SIGNED BY THE BANK AND THE DEPOSITOR REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

H. Additional Documents Required to Provide Services

In connection with establishing the Accounts and providing services to Depositor, the Bank will require additional documentation. Those documents include the following:

(1) Signature cards for each of the Accounts; and,
(2) Implementation forms relating to each additional service requested or used by the Depositor.

I. Additional Contract Documents

The documents listed below are attached and incorporated in the event a conflict in interpretation exists, the parties can refer to the original bid documents for clarification:

(1) Wise County Depository Application submitted by Bank
Attached hereto as Exhibit "C"
(2) Wise County Invitation to on Depository Contract Bid NO. 15-600-026
Attached hereto as Exhibit "D"

J. Secretary's Certificate

Prior to execution of this contract by either party, a proper secretary's certificate certifying that the individual signing this contract on behalf of the Bank has been duly appointed by the Bank through its Board of Directors to act on behalf of the Bank for purposes of this Contract. Said Certificate shall be incorporated herein for all purposes.

EXECUTED in triplicate originals this _____ day of _____, 2015.

COUNTY OF WISE
STATE OF TEXAS

FIRST FINANCIAL BANK

BY: _____ BY: _____

TITLE: _____ TITLE: _____

Approved as to form*: Approved

Thomas J. Aaberg	Katherine Hudson	Ann McCuiston
Commissioner Court Attorney	Wise County Treasurer	Wise County Auditor

* By law, the Commissioner Court Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document as offered solely for the behalf of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s)

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FULLY EXECUTED

April 13, 2015

(Previously Approved-fully signed copies provided to County Clerk)

1. **Contract Pharmacy**
2. **DSHS-Data Use Agreement**

14F
Fully Exe

Contract
Pharmacy
Services

AGREEMENT TO PROVIDE PHARMACEUTICAL SERVICES

This agreement is by and between WISE COUNTY SHERIFF'S OFFICE (hereinafter "WISE COUNTY") and CONTRACT PHARMACY SERVICES, INC., a Pennsylvania corporation, (hereinafter "CPS").

RECITALS

A. Presently, WISE COUNTY is providing healthcare services to inmates under the control of the WISE COUNTY SHERIFF'S OFFICE, (hereinafter referred to as "Facility") in Decatur, Texas. As part of its responsibility to provide healthcare to inmates under their custody, WISE COUNTY SHERIFF'S OFFICE must provide prescription drugs and other medications to inmates (hereinafter "Prescription items").

B. CPS is a licensed pharmacy and has all requisite professional licenses and DEA registration to provide medications in the State of Texas.

WISE COUNTY wishes to utilize the services of CPS and, correspondingly, CPS wishes to provide such services to WISE COUNTY.

NOW, THEREFORE, WISE COUNTY and CPS do hereby agree as follows:

1. WISE COUNTY'S Utilization of CPS Services

   For the term of this Agreement, WISE COUNTY will, when available, make best efforts to utilize the services of CPS for the providing of Prescription items at the Facility.

2. Term of this Agreement

   This Agreement shall be for an initial term from the date of award through September 30, 2015, and shall automatically renew annually thereafter for four (4) additional one-year terms, upon mutual agreement of WISE COUNTY and CPS, unless otherwise terminated as set forth herein.

3. Extent of Service

During the term of this Agreement, CPS agrees to provide the following services at the Facility:

a. Fill and Deliver Prescriptions. CPS will fill all Prescription items daily, Monday through Saturday. All prescription items transmitted to CPS before 4:00 PM Central Standard Time, Monday through Friday, will be delivered the next day. All prescriptions ordered before 11:00 AM Central Standard Time on Saturday will be filled and delivered to the Facility the next working day (usually Monday) unless the Facility is notified otherwise. All prescriptions will be filled and delivered to the Facility within 24 hours, unless notified otherwise.

Contract Pharmacy Services will be closed on six (6) holidays per year, as listed below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

CPS will notify the Facility in advance of any changes in the schedule for ordering and/or delivery due to holidays. The Facility should utilize onsite stock and/or the emergency pharmacy service during holiday closings.

b. Emergency Service. CPS will arrange with a local pharmacy to act as "backup" in case of an emergency that cannot be handled through the normal delivery procedure. CPS will provide the Facility staff with a procedure for contacting a pharmacist and/or the backup pharmacy. In the event the local pharmacy must be used, CPS will charge the Facility the same amount as billed by the local pharmacy.

CPS will provide the Facility with an emergency phone number to contact the "on call" pharmacist in the event that the medical staff needs to consult with a pharmacist after normal business hours. The "on call" pharmacist will answer medication related questions and assist the Facility in procedural issues.

c. Dispensing System. CPS will dispense all prescriptions via a "blister card" medication dispensing system.

d. Medication Quantities. CPS shall dispense Prescription items in quantities sufficient to provide medication for 30 doses initially, and will adjust the quantity upward depending upon the incarceration period of the inmate.

This is subject to the Texas Board of Pharmacy regulations and instructions of the prescribing practitioner.

e. Controlled Substances. CPS shall provide all prescribed controlled substances in blister cards for easy accountability and will dispose of unused controlled substances, at no expense to WISE COUNTY, and in accordance with applicable State and Federal regulations.

f. Starter Stock. If allowed by state regulations, CPS shall maintain a starter stock system at the Facility. Items will be determined in consultation with the Facility's Healthcare Administrator, Director of Nursing, and Medical Director.

g. Emergency Medications. CPS shall maintain a drug box located at the Facility. Items in the emergency drug box will be determined in consultation with the Facility's Healthcare Administrator, Director of Nursing, and Medical Director.

h. Generic Medications. CPS shall dispense all prescriptions generically, unless there is no generic substitute. All drugs will be obtained from manufacturers with an AB rating or better by the FDA.

i. Meetings & Inspections. CPS shall conduct quarterly Pharmaceutical and Therapeutic Committee meetings with medical staff at the Facility. Site inspections of the Facility's med room will be performed by a CPS employee (or local pharmacist under contract to CPS) at no cost to the Facility. These meetings and inspections meet the current standards for NCCHC, ACA, and AJA accreditation.

j. Medication Carts. CPS will (if requested) provide the Facility with a sufficient number of medication carts to store and administer medications at the Facility. Medication carts will be maintained by CPS in good working condition and are expected to last at least three (3) years under normal circumstances. CPS requests the assistance of medical staff in making sure the carts are maintained. The carts are the property of CPS and will be returned by the Facility in the event the contract is terminated.

k. Fax Machines. CPS agrees to provide fax machines for the transmission of physicians' orders to the pharmacy. Supplies for the fax machine (toner, paper, etc) will be the responsibility of the Facility. A toll-free number will be provided to the Facility for fax and voice communication.

l. eCorrRx™. CPS will provide eCorrRx™, a proprietary computerized physician's order entry (CPOE) system, to the medical unit at WISE COUNTY. eCorrRx™ will eliminate the need for nursing staff to transcribe physicians' orders. The Facility will provide a broadband (DSL, Cable, T1) connection at its expense for the operation of the system. All hardware

provided for use of the eCorrRx™ system remains property of CPS and will be returned by the Facility in the event the contract is terminated.

m. Reports. CPS will provide WISE COUNTY with monthly reports on pharmaceutical usage.

n. Medication Administration Records (MARs). CPS will provide WISE COUNTY with computer generated Medication Administration Records (MARs), if requested, to be delivered no later than the 27th day of each month for the following month on all inmates who have prescribed medications. Hardware utilized with the eCorrRx™ system will enable the Facility to print MARs onsite.

4. Insurance

At all times during the term of this Agreement, CPS shall maintain general liability, including druggist professional liability, insurance coverage of, at a minimum, $1,000,000 per occurrence and $3,000,000 in the aggregate. In addition, CPS shall provide WISE COUNTY with a certificate of insurance evidencing such insurance coverage.

5. Fees and Payment Terms

For the services to be provided as documented in paragraph 3 above, CPS shall charge for its services based upon the following pricing formula:

a. All prescription medications will be billed based on industry standard published Average Wholesale Price (AWP):

AWP minus twenty-two percent (22%) for Brand Name (single source) drugs = (78% of AWP).

AWP minus ninety-three percent (93%) for Generic (multiple source) drugs = (7% of AWP).

Medications will not be sold below Contract Pharmacy Services' Actual Acquisition Cost (AAC). If, in using the stated pricing formulas, a medication calculates below cost, the medication will be charged at CPS' Actual Acquisition Cost.

b. All over the counter (OTC) medications and medical supplies will be billed based on CPS' Actual Acquisition Cost (AAC), plus a percentage markup, as designated below:

AAC plus ten percent (10%) for OTC drugs.

AAC plus ten percent (10%) for Medical Supplies.

c. CPS will allow credit for the return of unused medications. No credit will be given for partial bottles of liquid medications, eye/ear preparations, or topical medications. All medications must be returned in the original container in which they were issued and have an expiration date of three (3) months or more.

Credit will be issued at the price charged to the Facility. Medications returned with a total value less than $2.00 will not be credited.

Controlled substances cannot be returned to CPS, since they must be destroyed according to DEA regulations.

d. Contract Pharmacy Services will bill the Facility at the end of each calendar month. Billing will be sent to the Facility by the 5th working day of each month for services provided in the previous month.

Payments of invoices received are due and payable to CPS by the 30th of the month. If the Facility requires special procedures for payment of invoices (i.e. purchase orders, multiple copies, electronic billing, etc.), they must notify CPS before the beginning of the contract. CPS will make every effort to comply with the payment procedures required by the Facility.

6. Representation and Warranties

a. CPS Representation and Warranties

1) CPS 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) CPS further represents and warrants that the dispensing of Prescription items shall be in compliance at all times with appropriate State, Federal, and Local pharmaceutical laws and regulations.

3) CPS further represents and warrants that the representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of CPS.

4) CPS is a Pennsylvania corporation in good standing and is qualified to do business in the State of Texas.

b. WISE COUNTY Representation and Warranties

WISE COUNTY represents and warrants that the representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of WISE COUNTY JAIL.

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:

PHARMACY: Contract Pharmacy Services, Inc.
Attention: Wayne Shafer, R.Ph.
Chief Executive Officer
125 Titus Avenue
Warrington, Pennsylvania 18976

WISE COUNTY: Wise County Sheriff's Office
Attention: David Walker
Sheriff
200 Rook Ramsey Drive
Decatur, Texas 76234

8. Representatives

CPS hereby designates Wayne Shafer, R.Ph. to be available to service the Agreement and resolve any problems which relate thereto. Similarly, WISE COUNTY designates Sheriff David Walker to represent it in all matters relating to this Agreement. Either party may change the designated representatives for this Agreement at any time upon notification to the other party.

9. Termination

a. Without cause. This contract may be canceled by either party without cause upon at least thirty (30) days prior written notice to the other party.

b. Upon breach of Agreement. WISE COUNTY may cancel this Agreement at any time upon twenty (20) days prior notice if CPS breaches any responsibilities hereunder and fails to correct or remedy this breach within ten (10) days after notification. However, for purposes of this subsection, a breach which would permit termination only after twenty (20) days prior notice does not include a situation where any representation or warranty provided by CPS or WISE COUNTY at the time of entering into this Agreement is later found to be untrue. In such situation where a representation or warranty contained herein is subsequently found to be false, the other party may cancel this Agreement at any time without prior notice.

10. CPS as Independent Contractor

The parties acknowledge that CPS is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner nor joint venture of, or with, WISE COUNTY.

11. Indemnification

CPS covenants and agrees that it will indemnify and hold harmless WISE COUNTY and all of WISE 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 CPS or any of its agents, representatives or employees, during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which WISE COUNTY or said parties may be subject, except that neither CPS 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 negligence of WISE 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 CPS for the reason that CPS 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

This Agreement is governed by the laws of the State of Texas and any disputes that arise there from 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.

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

Wise County

By: _____
J.D. Clark, County Judge

Date: 3/19/15

Contract Pharmacy Services, Inc.

By: _____
Wayne J. Shafer, Chief Executive Officer

Date: 3/20/15

14F

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
WISE COUNTY ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") andWise County ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2015-046041-001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.508(2)(ii)(A)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 ***Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR.504(e)(2)(i)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(a),(c)(e) and (f)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security inquiry provided to CONTRACTOR with this DUA to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security inquiry will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.514(d)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(E)(1)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 ***HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME: Ed House	NAME: J.D. CLARK
TITLE: COO	TITLE: WISE COUNTY JUDGE
DATE: 3/25, 2015.	DATE: March 19, 2015.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER 015-046041-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with Tyler Technologies, Inc. (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:		**BY:**	
NAME:	J.D. Clark	**NAME:**	S. Brett Cate
TITLE:	County Judge	**TITLE:**	President, LGD
DATE	March 19, 2015	**DATE:**	3-23-2015

RF

RENEWALS

April 13, 2015

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Lexisnexis Accurint-District Attorney, Adult Probation**
2. **Correctional Dental**
3. **Dustin Office Supply Copier-County Judge, District Clerk**
4. **TCLEEDS-Fire Marshal**