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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001108-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Wise County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $36,381.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/CRI CPS - Cities Readiness Initiative

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, the Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events. Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent eGrants version of this contract.

B. In Budget Period 4 (BP4)/FY16, CDC will implement a method of evaluating state and local medical countermeasure operational readiness. This assessment tool is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance.

C. Contractor will utilize the Texas Medical Countermeasure (MCM) Strategy Document to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. To accomplish this, the Contractor will meet the planning and operational standards as outlined in Section 7. P. of this document and the current Operational Readiness Review (ORR) Tool that applies to the following Public Health Emergency Preparedness Capabilities:

Primary Capabilities
- Capability 8: Medical Countermeasure Dispensing
- Capability 9: Medical Materiel Management and Distribution.

Support Capabilities
- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing
- Capability 14: Responder Safety and Health
- Capability 15: Volunteer Management

D. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service

that neither party is responsible for any civil liability that may arise from this Contract.

H. The following documents and resources are incorporated by reference and made a part of this Contract:

1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
https://www.llis.dhs.gov/HSEEP;
3. Preparedness program guidance(s) as provided by DSHS and CDC;
4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: DSHS SNS Sharepoint site, Shared Documents/ SNS Program Resources & Guidance/2014-2015_SNS Program Requirements;
5. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and
6. Medical Countermeasure Operations Readiness Strategy 2014-2017,
https://www.dshs.state.tx.us/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/.
7. Additional Reference Material
1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
2. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
3. Community Preparedness Section Exercise Team Web Site:
http://www.dshs.state.tx.us/commprep/exercises.aspx; and
4. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm.

J. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 92.24.

K. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);

6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

L. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

M. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

N. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract including partial full-time employees and temporary staff.

O. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Program Attachment, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

P. The Contractor will:
1. Provide programmatic reports as directed by DSHS in a format specified by DSHS;

2. Provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this Program Attachment and to monitor compliance;

3. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;

4. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;

5. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1,2016;

6. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvement Plan (AAR/IP) sixty days after

completion of the drill or by April 1, 2016.
a. Staff Call Down;
b. Facility Set-up;
c. POD Activation;
d. Dispensing Throughput; and
e. RealOpt usage;

7. Submit above item Section 7(P)(6) to the DSHS SNS SharePoint Site by April 1, 2016. Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2015 to April 1, 2016;

8. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015;

9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements; Contractor will submit to DSHS an exercise notification 60 days prior to the exercise. A joint AAR/IP must be submitted within sixty (60) days of the exercise to the DSHS Preparedness Exercise team inbox (preparednessexercise@dshs.state.tx.us). The AAR/IP must also include a Corrective Action Plan. This exercise must be a functional exercise or a full-scale exercise.

10. Have plans, processes, and training in place to meet NIMS compliance requirements;

11. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.
a. If using volunteers as provided in this Subsection during FY16, the Contractor must either:
i. Request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
ii. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.
b. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet federal requirements that must include but are not limited to:
i. Must offer Internet-based registration
ii. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality
iii. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
iv. Must be able to verify the credentials of the 20 mandated professions
v. Must be able to assign to one of four emergency credential levels
vi. Must be able to identify volunteers willing to participate in a federally coordinated emergency response
vii. Must be able to re-verify professional credentials every 6 months
viii. Must have the ability to include the differing scope of work information for each of the 20 mandated professions
ix. Must be able to record All volunteer health professional affiliations
x. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
c. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must

met able to register and collect the credentials and qualifications of the following health professional that are then verified with the issuing entity or appropriate authority:
I. Physicians
ii. Physician Assistants
iii. Registered Nurses
iv. Licensed Vocational, Nurses
v. Nurse Practitioners
vi. Pharmacists
vii. Pharmacy Technicians
viii. Pharmacy Interns
ix. Emergency Medical Technicians and Paramedics
x. Social Workers
xi. Marriage & Family Therapists
xii. Licensed Vocational Counselors
xiii. Respiratory Therapists
xiv. Dentists
xv. Veterinarians
xvi. Psychologists

12. An end-of-year performance report in a format specified by DSHS no later than August 15, 2016; and
13. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

Q. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to five percent of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

R. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

S. Contractor will coordinate activities and response plans within the jurisdiction with the state, regional and other local jurisdictions, among local agencies and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

T. Contractor will cooperate with DSHS to coordinate all planning, training, and exercises performed under this Contract with the State of Texas, Texas Division of Emergency Management of the State of Texas, or other points-of-contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in

coordination with DSHS for the Contractor's project as provided in Section 7. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the fiscal year 2016 PHEP base award.

B. DSHS will send a requirements schedule for the reporting these Performance Measures within 30 days of the contract start date.

BILLING INSTRUCTIONS:

1. DSHS will make payments for services it receives under this Contract to the Contractor from its current revenues.

2. DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding to maximize use of available funds.

3. Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, Supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.
Claims Processing Unit, MC1940
Texas Department of State Health Services 1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13 invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

Support Document invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

B-13A invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

FSR invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

8. Service Area

Wise County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

190300764

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16. Special Provisions

SPECIAL PROVISIONS:

The Parties agree to the following changes to DSHS FY 2015 General Provisions (Core/Subrecipient).

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, ARTICLE III. SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

C. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
i. Hold Harmless and Indemnification, Section 14.17;
ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
iii. Insurance, Section 14.22;
iv. Liability Coverage, Section 25.03;
v. Fidelity Bond, Section 25.02;

vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
vii. Debt to State and Corporate Status, Section 4.01;
viii. Application of Payment Due, Section 4.02; and
ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.
Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.
Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this

Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements
State, Local and Tribal Governments
2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
Educational Institutions 2 CFR, Part 220
2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
Non Profit Organizations 2 CFR, Part 230
2 CFR Part 200, Subpart F and UGMS
2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05
If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06
Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission

Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the Enterprise Agency should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001108-01
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Wise County
Vendor Identification Number:	17560012035

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Wise County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title	Name and Title
1100 West 49th Street Address	Address
Austin, TX 78756-4204 City, State, Zip	City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Wise County

Program ID: CPS/CRI

Contract Number: 2016-001108-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$27,303.00	$2,730.00	$0.00	$30,033.00
Fringe Benefits	$9,078.00	$908.00	$0.00	$9,986.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$36,381.00	$3,638.00	$0.00	$40,019.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$36,381.00	$3,638.00	$0.00	$40,019.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Wise County

Contract Number: 2016-001108-01

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☐ Applicable ☒ Non- Applicable

Signature of Authorized Individual

Hon. J.D. Clark

Date:

07/07/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Wise County		
Address	PO BOX 393	State	Texas
City	Decatur	Zip Code (9 digit)	76234
Payee Name	Wise County		
Address	PO BOX 554	State	TX
City	Decatur	Zip Code (9 digit)	76234-0554
Vendor Identification No.	17560012035	MailCode	022
Payee DUNS No.	190300764		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[ ] Yes [X] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ann McCuiston
Email	auditor@co.wise.tx.us
Telephone	(940) 627-5744

FFATA Contact Person #2

Name	JD Clark
Email	cojudge@co.wise.tx.us
Telephone	(940) 627-5743

[X] As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Hon. J.D. Clark	07/07/2015

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41380

Date Filed:
04/18/2016

Date Acknowledged:

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

Novacopy
Irving, TX United States

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

County of Wise

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

68499
Konica Minolta B364E MFP

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SHANNIE KAY WOLCOTT
Notary Public, State of Texas
My Commission Expires
April 02, 2018

Carolyn Stafford
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary Greer, this the 18th day of April, 20 16, to certify which, witness my hand and seal of office.

Shannie Kay Wolcott — Signature of officer administering oath
Shannie Kay Wolcott — Printed name of officer administering oath
Major Acct Specialist — Title of officer administering oath

18g

Equipment Lease and Service Agreement

NOVACOPY

Order # 68499		Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):	County of Wise		
Trade / DBA Name (if different from above):			
Primary Street Address:	400 West Walnut	Suite:	
City: Decatur	State: TX	Zip Code: 76234	
Phone Number: (940) 627-3312	County:	Fed Tax ID:	

Equipment Information:

Quantity	Make	Model	Description
1	Konica Minolta	364e	LCT / Fax

See Schedule A-Financial Details and Overage Rates

Initial Term		
60	Equipment Lease Payment*:	$ 73.00
	Service Payment*:	$ 19.00
Months	Total Payment (Equipment Lease Payment + Service Payment)*:	$ 92.00

Copy Type	Copies Included Per Month	Payment period is monthly unless otherwise noted here:
Black and White Copies	7,000	Documentation/Processing Fee: $ 99
Color Copies	0	(*plus applicable taxes)

☐ Digital Support Service Monthly Pay Option: Customer agrees to pay $10 per month for each item of Equipment for the Software Support described in Section 15.

☐ Digital Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of $149.

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. **EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.

2. **EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Total Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: (a) You selected the Equipment based on Your own judgment; (b) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; and (c) if We assign this Agreement pursuant to Section 9 (i) the Assignee shall not be responsible for providing You with Software Support, other Equipment service, parts or supplies, or for any other obligations that We owe to You (even though the Assignee may, as a convenience to You, bill and collect monies owed by You to Us), (ii) if the Equipment is unsatisfactory or if We fail to provide any service or fulfill any other obligation to You, You shall not make any claim against the Assignee and shall continue to pay all Equipment Lease Payments and fully perform under this Agreement, and (iii) We are not an agent of the Assignee and are not authorized to waive or alter any term of this Agreement.

3. **PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Total Payment, (ii) the applicable Overage Charges for each metered copy in excess of the applicable number of copies included in the Total Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the Total Payment amount even if You do not make the applicable number of copies in a given month. You agree that We may increase the Service Payment portion of the Total Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed 10% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to process automatic meter read reports generated by the Equipment, or (c) allow Us access to the Equipment to obtain meter readings. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of copies made and invoice You accordingly, and (ii) We will adjust the estimated charge for overages upon receipt of actual meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or $29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of $25.00 for any returned or dishonored check or draft.

4. **TERM; AUTOMATIC RENEWAL.** The term of this Agreement will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You notify Us in writing at least 90 days before the end of the Term (the "Notice Period") that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall make the Equipment available for return in accordance with Section 12. This Agreement is non-cancelable for the full Term.

5. **INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		NovaCopy, Inc. ("We," "Us," "Our" and "Owner")	
By: x	Date: 4-25-16	By: x Carolyn Stafford	Date:
Print name: JD Clark	Title: County Judge	Print name:	Title:

6. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement in the hands of an Assignee is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the manufacturer, which warranty rights We assign to You for the Term (provided You are not in default). You may contact Us for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. OWNERSHIP; USE AND MAINTENANCE. You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the equipment. You also agree to pay Us a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You agree to pay Us a supply freight fee for delivering supplies to You at a location more than 75 miles from any of Our locations and for special orders. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Total Payments and other amounts then due and past due, (ii) all remaining Total Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. Upon expiration of the Term, provided You have performed all of Your obligations hereunder, We will promptly remove the Equipment from Your premises at Our cost and expense. The Equipment must be made available to Us in Good Condition (defined in Section 7). You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting a data security standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

15. DIGITAL SUPPORT SERVICE. As used herein, "Software Support" means the technical service for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, troubleshooting problems printing individual files, relocation of Equipment within a 75 mile radius of the original delivery location and reconfiguration of relocated Equipment for printing and scanning. During the first 30 days of the Term, We will provide You with Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of $10.00 per month for each item of Equipment (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "Digital Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of $149 per hour if You checked the box for "Digital Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

NOVACOPY

Schedule A- Financial Details

Order #	68499
Company Name	County of Wise
Sales Consultant	Bryan LaRue
Sales Consultant Phone	(469) 276-0010
Sales Consultant Email	bryan.larue@novacopy.com
Date	4/19/2016

Schedule A Equipment and Service

Cash Option	Lease Option	Total Lease Payment	Black Service Total *	Color Service Total *	Total Monthly Payment
$ 3,903.74	60	$ 73.00	$ 19.00	$ -	$ 92.00
					Digital Support Services # 0

*** Service Details Per Machine**

Base Model	Black Volume	Black Cost Per Page	Black Per Machine	Color Volume	Color Cost Per Page	Color Per Machine
bizhub 364E	7,000	$ 0.0027	$ 19.00	0	$ -	$ -

Service pricing includes supplies, toner, parts, and labor. Excludes paper and staples. Additional overage copies will be the same cost per page shown above

Configuration Details

Vendor Item #	Item #	Quantity	Model	Description	Comments
A61F011	B364E	1	bizhub 364E	Konica Minolta bizhub B364 Digital Copier/Printer/Scanner	
A3CFWY1	DF-624	1	bizhub 364E	Reversing Automatic Document Feeder	
A4MF012	FK-511	1	bizhub 364E	Fax Kit (for dual line use 2)	
A2XM019	PC-410	1	bizhub 364E	Large Capacity Cabinet ** Purple Dot Only **	
7640014721	PP-15	1	bizhub 364E	120 volt 15 amp Power Conditioning, AC, Ethernet and Phone	

X _____ Customer Signature

JD Clark — Printed Name

Plus sales and property tax, if applicable

County Judge — Title

4-25-16 — Date

NOVACOPY

SCHEDULE B

Customer Legal Name: Wise County

Bizhub 364e: 36 copies per min / 7,000 impressions included	$65.00
Large Capacity Cabinet	$11.00
Reversing Automatic Document Feeder	$0.00
Fax Kit	$16.00
Surge Protector	$0.00
Total	$92.00

overage rate (per copy exceeding 7,000 included)	0.00236

Accepted for Customer by:

Signature	Name	Date	Title
	JD Clark	4-25-16	County Judge

Accepted for NovaCopy, Inc. by:

Signature	Name	Date	Title
	Carolyn Stafford		

#7417269V1 (1-15-15)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41380

Date Filed:
04/18/2016

Date Acknowledged:
4-25-16

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

Novacopy
Irving, TX United States

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

County of Wise

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

68499
Konica Minolta B364E MFP

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SHANNIE KAY WOLCOTT
Notary Public, State of Texas
My Commission Expires
April 02, 2018

Carolyn Stafford
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary Greer, this the 18th day of April, 20 16, to certify which, witness my hand and seal of office.

Shannie Kay Wolcott
Signature of officer administering oath

Shannie Kay Wolcott
Printed name of officer administering oath

Mayor Asst Secretary
Title of officer administering oath

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RENEWALS

April 25, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Ad Valorem-City of Alvord, Clearcreek, Wise Water District**

18g

FULLY EXECUTED

April 25, 2016

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

1. **NCTTRAC**
2. **Mid-Cities Pest Control Termite Agreement**

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective March 29th, 2016 ("Effective Date"), is entered into by and between NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (the "Business Associate") and Wise County (the "Covered Entity") (each a "Party" and collectively the "Par ").

The Parties have entered into a Regional Programs Participation Agreement (the "Underlying Agreement") pursuant to which Business Associate is providing a regional registry of healthcare data from participating healthcare agencies in order to improve trauma care within the North Central Texas area as well as patient tracking and other related programs ("Services") to the Covered Entity that require the disclosure and use of Protected Health Information. Both Parties are committed to complying with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is created or received by and/or maintained by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Underlying Agreement and after its termination. All capitalized terms in this Agreement that are used as defined terms herein have the meanings ascribed to them in Section 1 below, unless otherwise noted or the context clearly requires otherwise. The Parties agree as follows:

1. DEFINITIONS

1.1 Administrative Safeguards. "Administrative Safeguards" has the same meaning as the term "administrative safeguards" in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.2 Breach. "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.3 Breach of System Security. "Breach of System Security" means unauthorized acquisition of computerized data, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

1.4 Designated Record Set. "Designated Record Set" has the same meaning as the term "designated record set" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.5 Electronic Protected Health Information. "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, , maintained, and/or transmitted, but limited to the information created, received, maintained,

and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.6 Health Care Operations. "Health Care Operations" has the same meaning as the term "health care operations" in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.7 HITECH Act. "HITECH Act" means the Health Information and Technology for Economic and Clinical Health Act, as codified at 42 U.S.C. § 1790, which was adopted as part of the American Recovery and Reinvestment Act of 2009 on February 17, 2009.

1.8 Individual. "Individual" has the same meaning as the term "individual" in 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised, and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.9 Physical Safeguards. "Physical Safeguards" has the same meaning as the term "physical safeguards" in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.10 Privacy Officer. "Privacy Officer" has the same meaning as the term "privacy officer" in 45 C.F.R. § 164.530(a) (1), as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.11 Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.12 Protected Health Information. "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.13 Required by Law. "Required by Law" has the same meaning as the term "required by law" in 45 C.F.R. § 164.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.14 Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or her designee.

1.15 Security Incident. "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.16 Security Rule. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.

1.17 Sensitive Personal Information. "Sensitive Personal Information" means: (1) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver's license number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI.

1.18 Technical Safeguards. "Technical Safeguards" has the same meaning as the term "technical safeguards" in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.19 Unsecured PHI. "Unsecured PHI" means PHI that is not secured by a technology standard that (i) renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, and (ii) is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Services. Pursuant to the Underlying Agreement, Business Associate provides Services for the Covered Entity that involve the receipt, maintenance, and/or transmission of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Underlying Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents, in accordance with Sections 3.1(f) and 3.1(l); (ii) as directed by the Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below.

2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.

b. disclose the Protected Health Information in its possession to third parties, including the State of Texas and other regional healthcare data registries within the state, for the purpose of its proper management, administration and in connection with other programs developed by Business Associate to which Covered Entity is a participating member or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law; or (ii) the Business Associate has entered into a Business Associate Agreement containing substantially similar (or more stringent) terms as this Agreement with any third party that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.

c. use and/or disclose Protected Health Information as permitted under 45 C.F.R. § 164.512 except that uses or disclosures for research are not permitted without prior approval by the Covered Entity.

2.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Section 2.1 of this Agreement, Business Associate may:

a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to those other covered entities provided that the purpose of such aggregation is to provide the Covered Entity and all other members of the North Central Texas Trauma Regional Advisory Council's regional registry, patient tracking and other programs operated by Business Associate with data analyses relating to the Health Care Operations of the Covered Entity and other members of the Business Associate's programs.

b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that the Covered Entity maintains the documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate will:

a. comply with the portions of the HIPAA Privacy Rule and Security Rule applicable to Business Associates as well as laws of the State of Texas to the extent such state privacy rules are applicable and not preempted by HIPAA or the HITECH Act;

b. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as Required by Law and to use appropriate safeguards to prevent impermissible use or disclosure of PHI.

c. report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such unauthorized use and/or disclosure.

d. mitigate, to the greatest extent possible, including deletion and/or destruction of healthcare data, any deleterious effects from any improper use and/or disclosure of

Protected Health Information or other Sensitive Personal Information of which the Business Associate becomes aware and/or reports to the Covered Entity.

e. implement Administrative, Physical and Technical Safeguards consistent with industry standards that reasonably and appropriately maintain the security of, prevent unauthorized use and/or disclosure of, and protect the confidentiality, integrity, and availability of any Electronic Protected Health Information or other Sensitive Personal Information it creates, receives, maintains, or transmits on behalf of Covered Entity.

f. At a minimum, Business Associate shall employ Safeguards that are compliant with 45 C.F.R. Part 164, Subpart C and the National Institute of Standards and Technology ("NIST") guidelines.

g. require all of its subcontractors and agents that create, receive, maintain, or transmit Protected Health Information under this Agreement to agree, in the form of a Business Associate Agreement that meets the requirements at 45 C.F.R. § 164.314(a), to adhere to substantially similar or more stringent restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to Section 3 of this Agreement.

h. ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

i. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary's determination that the Covered Entity and Business Associate have complied with the Privacy Rule, subject to attorney-client and other applicable legal privileges.

j. within fourteen (14) days of receiving a written request from the Covered Entity, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

k. within fifteen (15) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an Individual for an accounting of the disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.

l. to the extent that Business Associate is obligated to carry out one or more of Covered Entity's obligations under the Privacy Rule, comply with the Privacy Rule requirements that apply to the Covered Entity in the performance of such obligations;

m. subject to Section 5.4 below, return to the Covered Entity or destroy, within sixty (60) days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies;

n. disclose to its subcontractors, agents or other third parties only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted under the Services Agreement or this Agreement.

o. report to the designated Privacy Officer of the Covered Entity, in writing, any Security Incident or unintentional use or disclosure of Unsecured PHI, identified internal/external breach of data, or disaster occurrence of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such incident. The Business Associate must include the following information, to the extent known, when reporting a breach:

    (i) Identification of the individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during a breach;

    (ii) Circumstances of the breach;

    (iii) Date of the breach;

    (iv) Date of the discovery;

    (v) Type of PHI involved (such as full name, Social Security number, date of birth, home address, account number, or medical record number); and

    (vi) Any other additional information the Covered Entity requests.

p. Not use or disclose any Protected Health Information or Sensitive Personal Information for marketing or similar purposes with or without remuneration.

q. After thirty (30) days written notice to the Covered Entity, the Business Associate shall be permitted to destroy, delete or return all or any portion of the healthcare data received from the Covered Entity, subject to HIPAA and HITECH regulations, in order to properly manage the business affairs of the Business Associate.

This Section 3.1 will survive the termination of this Agreement solely with respect to the Protected Health Information that Business Associate retains in accordance with Section 5.4 below because it is not feasible to return or destroy such Protected Health Information.

3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Covered Entity to the Business Associate or the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity will:

a. provide Business Associate with a copy of its notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520.

b. notify the Business Associate, in writing, of any changes in, or revocation of, the consent or authorization provided to the Covered Entity by Individuals pursuant to 45 C.F.R. §164.506 or §164.508, to the extent such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. parts 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

d. not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

e. refrain from transmitting to the Business Associate any form of Protected Health Information and Sensitive Personal Information not permitted under the Underlying Agreement.

f. warrant and represent to the Business Associate that it has written consents from its patients for the authority to transmit Personal Healthcare Information and Sensitive Personal Information to the Business Associate as required by HIPAA, HITECH and Texas privacy laws.

4. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

4.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate will:

a. within fifteen (15) days of receipt of a written request by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the Individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such Individual under 45 C.F.R. § 164.524.

b. within fifteen (15) days of receipt of a written request by Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be,

relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the Protected Health Information to be amended.

4.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity will:

a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate will provide such access.

b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate will be required to make and inform the Business Associate of the time, form and manner in which such amendment(s) will be made.

4.3 HITECH Act Obligations. Business Associate acknowledges that:

a. Sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316 of title 45 of the Code of Federal Regulations (regarding administrative, physical and technical security standards) apply to Business Associate in the same manner in which such sections apply to Covered Entity.

b. the HITECH Act requires it to use or disclose PHI only if such use or disclosure is in compliance with all applicable requirements of Section 164.504(e) of the Privacy Rule.

4.4 Survival. Sections 4.1 and 4.2 of this Agreement will survive the termination of this Agreement, provided that Covered Entity determines that the Protected Health Information being retained pursuant to Section 5.4 below constitutes a Designated Record Set.

5. TERM AND TERMINATION

5.1 Term. This Agreement will become effective on the Effective Date and will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, certain provisions and requirements of this Agreement will survive its expiration or other termination in accordance with Section 5.4 herein.

5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any Services Agreement if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement and any Services Agreement. Nothing contained in this Section 5.2 will be deemed to require the Covered Entity to terminate this

Agreement and the Services Agreement upon breach by Business Associate of a material term of this Agreement if termination is not feasible, and the Covered Entity will have the right to report any such breach to the Secretary as provided for under 45 C.F.R. § 164.504(e) (1) (ii). Notwithstanding the above, the Covered Entity may terminate this Agreement for any reason after giving the Business Associate a thirty day written notice of termination.

5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under any Services Agreement or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days written notice of its intention to terminate this Agreement and the Services Agreement. Business Associate agrees, however, to in good faith cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it will not terminate this Agreement so long as any Services Agreement is in effect. Notwithstanding the above, the Business Associate may terminate this Agreement for any reason after giving the Covered Entity a thirty day written notice of termination.

5.4 Effect of Termination. Upon termination of a Services Agreement, Business Associate will return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate will use its best efforts to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. The notification will include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession; and (ii) the specific reasons for such determination. Business Associate will extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it is not feasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement and its Business Associate Agreements with the subcontractors and agents to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Business Associate's obligations under this Section 5.4 will not apply to Protected Health Information that is the subject of other agreements between Covered Entity and Business Associate to the extent those other agreements survive the termination, and Business Associate may retain any Protected Health Information necessary to Business Associate's services under any other agreements with Covered Entity.

6. ACKNOWLEDGEMENTS

Each Party acknowledges and agrees that:

a. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this

Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

b. neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Each Party certifies to the other Party that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.

c. it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.

d. all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or will be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations to which the Covered Entity has agreed to adhere regarding the use and disclosure of Protected Health Information of any Individual that materially affect and/or limit the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion.

e. it will reasonably cooperate with the other Party in the performance of their mutual obligations under this Agreement and their respective obligations under HIPAA.

7. INDEMNIFICATION

The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents 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 Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, the Security Rule, or the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. This indemnification provision is enforceable against Covered Entity only to the extent authorized under the constitution and laws of the State of Texas.

8. MISCELLANEOUS

8.1 Business Associate. For purposes of this Agreement, Business Associate will include the named Business Associate herein. However, in the event that the Business Associate is otherwise a covered entity under the Privacy Rule, that entity may appropriately designate a health care

component of the entity, pursuant to 45 C.F.R. § 164.504(a), as the Business Associate for purposes of this Agreement.

8.2 Amendments; Waiver. This Agreement may not be modified, nor will any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and the HITECH Act. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

8.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8.4 Notices. Any notices to be given under this Agreement will be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

North Central Texas Trauma Regional Advisory Council

ATTENTION: Privacy & Compliance Officer

600 Six Flags Drive, Suite 160

Arlington, Texas 76011

If to Covered Entity, to:

Wise County

Attn: County Judge

P.O. Box 899

Decatur Texas 76234

Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

8.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies hereof will be deemed to be originals.

8.6 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties will make good faith efforts to resolve such matters informally.

8.7 Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

COVERED ENTITY

Name: _____

Title: Wise County Judge

Date: 3-29-16

BUSINESS ASSOCIATE
North Central Texas Trauma Regional Advisory Council

Name: _____

Title: Executive Director

Date: 1 Apr 16

Amanda Knox

From: Diana Alexander <diana.alexander@co.wise.tx.us>
Sent: Tuesday, April 19, 2016 1:59 PM
To: Amanda Knox
Subject: fully executed
Attachments: MID CITIES PEST CONTROL TERMITE AGREEMENT COURTHOUSE.pdf

Please see attached.

Sincerely,
Diana Alexander
Asset Manager
Wise County

189

Date: April 6th 20 16

Technician: Amanda for Scott Henry

PROPOSAL FOR WORK OR SERVICES

This Proposal is Submitted to Wise County
Phone

Address to be Serviced Wise County Courthouse - 101 N Trinity
City Zip

Billing Address PO Box 899 Decatur, TX 76234
City Zip

Persons to be Contacted Mr. Glen Hughes
Phone

SCOPE OF SERVICE

REGULAR MAINTENANCE PLANS:

- ☐ *MONTHLY $ _____
- ☐ *EVERY OTHER MONTH $ _____
- ☐ *QUARTERLY $ _____
- ☐ *GENERAL ANNUAL PLAN $ _____
- ☐ ANNUAL PLAN $ _____
- ☐ FAP FIRE ANT PROGRAM $ _____

*General Pest Coverage Only

ONE TIME SERVICES:

- ☐ ORGANIC PEST CONTROL $ _____
- ☐ F&B YARD/BACK/FRONT $ _____
- ☐ FLEA TREATMENT-IN/OUT $ _____
- ☐ PERIMETER/EAVES SPRAY $ _____
- ☐ TREE SPRAY $ _____
- ☐ GENERAL SPRAY $ _____
- ☐ ATTIC/CRAWL SPACE DUST $ _____
- ☐ RODENT BAITING $ _____
- ☐ RODENT BOX/MOUSE BOX $ _____
- ☐ TRAPPING $ _____
- ☐ GERMAN ROACH TRTMNT $ _____
- ☐ ANT TREATMENT $ _____
- ☑ OTHER $ 5,900.00 - 1,198.00 $ 4,702.00

PESTS COVERED

- ___ GENERAL PESTS - roaches, spiders, crickets, earwigs, centipedes/millipedes, fire ants
- ___ RODENTS - rats & mice
- ___ GERMAN ROACHES
- ___ FLEAS/TICKS
- ___ FIRE ANTS - INTERIOR, PERIMETER, YARD
- ___ WASPS/BEES
- ___ STORED PRODUCT PESTS - weevils, Indian meal moths, etc.
- ___ SPRINGTAILS
- ✓ OTHER Subterranean Termites

___ ANTS (Check all that apply)

- ___ ACROBAT ANTS
- ___ ARGENTINE ANTS
- ___ CARPENTER ANTS
- ___ CRAZY ANTS
- ___ FIRE ANTS
- ___ LITTLE BLACK ANTS
- ___ ODOROUS HOUSE ANTS
- ___ PHARAOH ANTS
- ___ ALL ANTS LISTED ABOVE

LETTER DENOTES COVERAGE

(A) ANNUAL COVERAGE (C) FAP COVERAGE
(B) GEN. ANN. COVERAGE (D) GENERAL COVERAGE

ADDITIONAL INFORMATION

Treatment price will be $4,702.00 after credits from Treatments done 3/24/16 & 4/2/16 @ $599 each Treatment to all areas of Active Infestation and Entire Exterior Perimeter. Warranty to Entire Building Interior and Exterior. Two Year Warranty can be renewed at $999 thereafter.

Payment and applicable tax is to be made at time service is rendered by: Cash / Check / Credit Card

ACCEPTANCE OF PROPOSAL

The above prices, description of services to be performed are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Date Apr 11 20 16

Licensed and Regulated by the Structural Pest Control Board • P.O. Box 1927 • Austin, Texas 78767-1927

MID-CITIES PEST CONTROL

1-800-310-BUGS
TPCL # 3875

Date: April 8th 20 16

1832 Norwood Plaza • Hurst, Texas 76054 • (817) 354-5350 • 1 (800) 310-BUGS

Pest Control Service Agreement

THIS AGREEMENT IS MADE BETWEEN **MID-CITIES PEST CONTROL, INC.** AND Wise County

ADDRESS TO BE SERVICED 101 N. Trinity Decatur, TX 76234
city zip phone

PERSON TO BE CONTACTED Glen Hughes, Thomas Aaberg

BILLING ADDRESS P.O. Box 899 Decatur, TX 76234
city zip phone

Pests excluded from regular service are: Flying insects, Stored Product Pests, Carpenter Ants, Pharaoh Ants, Rodents, Fleas, Ticks and Termites. (Excludes Annual Plan)

TYPE OF SERVICE Termite

SERVICES TO BE PERFORMED DURING THE INDICATED MONTHS.

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MAR	JUN	SEPT	DEC

THIS AGREEMENT IS EFFECTIVE FOR ONE YEAR BEGINNING Date of Completion 20____ AND EXPIRES 1 year 20____

SERVICE GUARANTEE: WE AGREE TO APPLY CHEMICALS TO CONTROL PESTS IN ACCORDANCE WITH TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT. ALL LABOR AND MATERIALS WILL BE FURNISHED TO PROVIDE THE MOST EFFICIENT PEST CONTROL AND MAXIMUM SAFETY REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS. THE CUSTOMER AGREES TO MAKE THE PREMISES AVAILABLE FOR SERVICE AND ACCEPTS SUCH SERVICE AS INDICATED. THIS SERVICE COVERS INSIDE OF HOME AND OUTSIDE FOOTING ONLY, UNLESS OTHERWISE INDICATED.

SERVICE RENEWAL: THIS AGREEMENT SHALL BE FOR AN INITIAL PERIOD OF ONE YEAR AND WILL RENEW ITSELF ANNUALLY UNLESS EITHER PARTY CANCELS THIS AGREEMENT BY GIVING ***THIRTY DAYS WRITTEN NOTICE*** BEFORE ANY EXPIRATION DATE.

ADDITIONAL INFORMATION: Subterrean termite treatment includes an initial warranty of 2 years. Treatment price is after credits from prior "Spot" treatments completed 3/24/2016 and 4/2/2016 at $599 each.

THIS SERVICE AGREEMENT MAY BE PAID EITHER AT THE TIME SERVICES ARE RENDERED OR PAID IN ADVANCE.

Treatment
COST 5,900.00
- 1,198.00 credit
SALES TAX (IF APPLICABLE) Ø
TOTAL $ 4,720.00

ANNUAL Renewal after two year warranty
COST 999.00
SALES TAX (if applicable) Ø
TOTAL $ 999.00

PAYMENT PLAN: 1ST PAYMENT $_____ DATE_____ 2ND PAYMENT $_____ DATE_____
3RD PAYMENT (ANNUAL PLAN ONLY) $_____ DATE_____ CC#_____ EXP._____

ACCEPTANCE OF AGREEMENT

BY COMPANY Amanda Cantrell DATE 4/8/2016
authorized signature

By Customer [signature] DATE 4-11-16
authorized signature

Licensed and Regulated by the Structural Pest Control Board • P.O. Box 1927 • Austin, Texas 78767-1927

M101218PO4

CONSUMER INFORMATION SHEET

The structural pest control industry is regulated by the Texas Department of Agriculture (TDA), Structural Pest Control Service (SPCS), PO Box 12847, Austin, TX 78711-2847. TDA licenses the businesses, certified applicators and technicians who perform. structural pest control work. Certified applicators and technicians must pass a written examination in order to receive their licenses.

Pesticides must be registered with the United States Environmental Protection Agency (EPA) and TDA before they may be used in Texas. EPA registration is not a finding of product safety. Pesticides are designed to kill or control pests. Your risk of harm depends upon the degree of your exposure and your individual susceptibility.

Specific health and safety information varies between pesticides and types of exposures and is available on the label information or MSDS sheet, which can be supplied to you upon request from the licensed applicator. Take precautions when a treatment has been performed to avoid exposure to vulnerable individuals. Pesticides may be harmful if swallowed, inhaled, or absorbed through the skin. Avoid breathing dust or spray mist and any unnecessary contact with treated surfaces. If you desire specific information on precautions, refer to the pesticide label. The law requires that the application procedures specified on the label be followed.

If you have questions about the application, contact the business or person making the application. If you suspect a violation of the law regarding structural pest control, contact the SPCS. In case of a health emergency, seek immediate medical attention.

Pest Control signs must be posted prior to treatment in many instances. The signs should be posted in an area of common access at least 48 hours prior to treatment. The information sign will allow you to contact someone who can tell you what pesticide is being used

If you are contracting for pest control services due to a home solicitation, you have the right to cancel the contract within 72 hours. You may exercise this right by notifying the pest control company that you do not wish to receive their service.

For general information on pesticides, contact the National Pesticide Information Center 1-800-858-7378.

For information concerning structural pest control laws, contact the Structural Pest Control Service at: (512) 305-8250 or 866-918-4481.

For information concerning the formulation and registration of pesticides, contact the TDA pesticide registration at (512) 463-7476 or 800-835-5832.

For non-emergency health information relating to pesticides, contact Texas Department of State Health Services (512) 458-7111.

REDUCED IMPACT SERVICE

In order to minimize the reliance on pesticides and reduce pest populations, a Reduced Impact Pest Control operator may recommend that you consider the sanitation or physical alteration of your work place or residence. It is your responsibility to follow those recommendations. Your pest control operator may or may not offer these services upon request. A proper inspection will provide the information necessary for you to choose the method of pest control which best suits your situation. Many pest problems can be solved without using pesticides.

This Reduced Impact Service will include an inspection report and treatment recommendations. You should review these and keep a copy for your records. Your cooperation in following the recommendations made by your service provider is essential to a reduced impact service program.

Pesticides may be used in a responsible and professional manner in a reduced impact pest control service. If you do not want a specific pesticide used or any pesticides used at all, you must note this in writing on the contract prior to the initiation of the service. If any specific pesticide or class of pesticides are not excluded, it may be used by the provider.

(FRONT)

- REQUIRED BY THE TDA STRUCTURAL PEST CONTROL SERVICE •

TEXAS SPCB TERMITE TREATMENT DISCLOSURE DOCUMENT

Service Provider Name & Phone #: MID-CITIES PEST CONTROL 1 (800) 310-BUGS (2847)

Property Owner: Wise Co. Courthouse Acct # 29470 Address: 101 N. Trinity

City: Decatur State: TX Zip: 76234 Treatment Location: Exterior and Interior

Treatment Type: ☒ Partial ☐ Spot ☐ Bait ☒ Commercial ☐ Residential ☐ Pier & Beam Const. ☒ Slab Const.

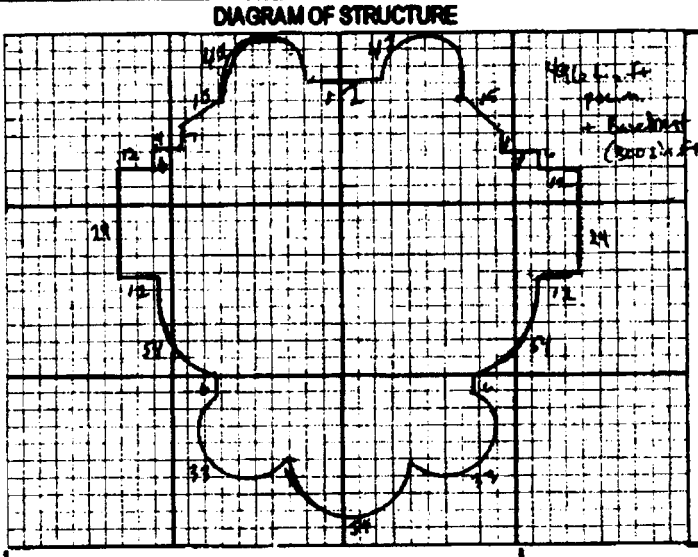
Approx. Measurements of Structures to be Treated: 496 linear feet + 300 basement Minimum # of Bait Stations Installed: _____

Percentage of Termiticide(s) to be Applied at this Location: .06 % Estimated Gallons: 150

A Label of Termidor H·E Termiticide(s) as been Attached as Part of this Document.

A label for any other pesticides recommended or used has been attached as part of this document. Warranty information (if any) including area covered, time period of warranty, renewal options and cost. The obligations of the pest control operator to re-treat for termite infestation or repair damage caused by termite infestations within the warranty period and conditions that could develop as a result of the owners action or inaction that would void the warranty has also been attached.

DIAGRAM OF STRUCTURE



DESIGNATION KEY

Evidence of Active Infestation	A
Evidence of Prev. Infestation	P
Subterranean Termites	S
Formosan Termites	F
Drywood Termites	D
Area to be Drilled	X
Conducive Condition	C
Area to be Baited	B
Area to be Trenched	O
Area to be Rodded	R
Bait Station	BS
Physical Barrier	BT

INACCESSIBLE and/or OBSTRUCTED AREAS:

_____

_____

_____

_____

SUBTERRANEAN TERMITE CONTROL

Mid-Cities Pest Control agrees to furnish the labor and materials necessary to provide treatment for subterranean termite control on the structure at the above address in accordance with the application description and diagram attached. Upon completion of the above said work, the undersigned agrees to pay the sum of option_____

Treatment Options:

	PRODUCT	PRICE	WARRANTY	RENEWAL FEE
A	Termidor H·E	$ 5,900.00	Ren. 2 yrs	Ren. $ 979.00
B	treatment 1/2	$ 599.00	Ren. ___ yrs	Ren. $ _____
C	treatment 1/2	$ 599.00	Ren. ___ yrs	Ren. $ _____
D	_____	$ 470.00	Ren. ___ yrs	Ren. $ _____

Included with this initial treatment is a "warranty" against termite infestation "re-occurrence" for one year. As an option, this warranty can be renewed each year for an annual fee (see above). As long as the structure is under agreement, it will be inspected each year for termite infestation re-occurrence, and the building will be treated as required at any time at no additional charge. This fee must be paid prior to the warranty anniversary date each year.

If annual payment is not received before the renewal date, this agreement will be canceled, relieving Mid-Cities of any further obligation. This agreement is not a guarantee, nor a warranty against previous or future termite activity or damage. This agreement is only transferable with written notification to Mid-Cities Pest Control along with a transfer fee of $50.00 (+ tax).

A Subterranean or Formosan Termite Treatment may be a Partial Treatment or a Spot Treatment.

(These types of treatments are defined as follows:)

- **PIER AND BEAM:** Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.
- **SLAB CONSTRUCTION:** Generally defined as treatment of the perimeter and all known slab penetrations and any known expansion joints or stress cracks.
- **PARTIAL TREATMENT:** Any treatment which is less than what is typically considered a full treatment. This technique allows a wide variety of treatment strategies but is more involved than a spot treatment. (Treatment of the perimeter and bath traps are examples of partial treatments.)
- **SPOT TREATMENT:** Any treatment which concerns a limited, defined area that is intended to protect a specific location or "spot". Often there are adjacent areas susceptible to termite infestation which are not treated.
- **BAITING SYSTEM:** This type of treatment may include interior and/or perimeter placement of monitoring or baiting stations along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.
- **BARRIER TREATMENT:** If a physical device is used, the square footage of the physical device must be recorded and a diagram describing the installation will be provided.

Sig. of Certified Applicator (CA) or Technician Completing Est. | 3875 T.P.C.L. # | Customer Signature | 4-11-16 Date (Mo / Day / Yr)

For all treatments there must be a graph showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the service provider or the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847, Phone (888) 919-4481 (FAX) 888-232-2567

White Copy: Property Owner Yellow Copy: PCO Files

MID-CITIES PEST CONTROL, INC.

TDA TPCL # 0589226

1832 Norwood Plaza Hurst, TX 76054
817-354-5350 (800) 310-BUGS

DATE _____

TECH _____

NAME: Wise Co. Courthouse Basement ADDRESS: _____ CITY: _____

ZIP: _____ HOME: _____ OTHER: _____ MAPSCO: _____

STRUCTURE

TYPE PROPERTY: RES. / COMM. / INDUSTRIAL
FOUNDATION: SLAB / PIER & BEAM
GARAGE: ATTACHED / DETACHED
ATTIC:
OTHER:

VISIBLE PROBLEMS

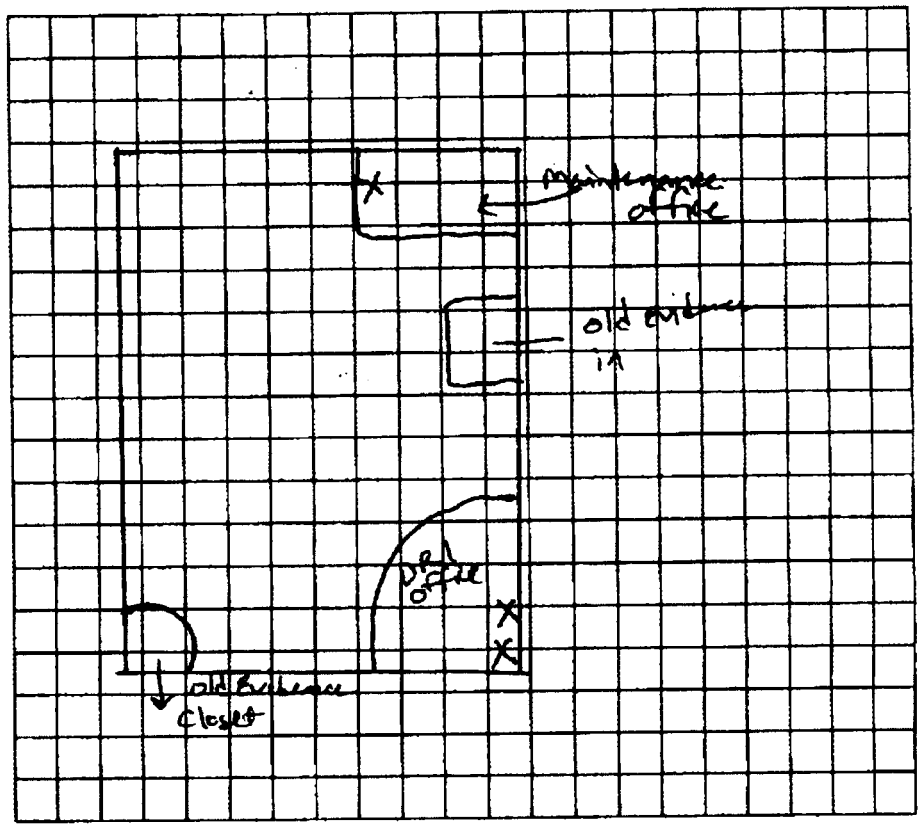
GARBAGE CANS	PLUMBING PROTRUSIONS
PET FOOD	ELECTRICAL PROTRUSIONS
WOOD PILE	FIREPLACE
GUTTERING	SOFFIT/EAVES
TREES / SHRUBS / VINES	GARAGE
DEBRIS PILE	PATIO DECK
FREEZE LINES	THRESHOLDS
WINDOW CAULKING	DOOR CAULKING

SOLUTIONS

FLEX TRACK	BIRD WIRE
BIRD SLIDE	BIRD COIL
BIRD FLITE	DADDY LONG LEGS
POLLY SPIKE	BIRD GUARD
SCARE EYE	OCTOPUS
SCHREECH OWL	STEALTH NET
SHOOTING	EXCLUSION MESH
CAULKING	WIRE MESH

MECHANICAL EXCLUSION
SANITATION CORRECTION
ENVIRONMENTAL CORRECTION
WOOD REPLACEMENT

BASEMENT



WARRANTY ☐ 1 YEAR ☐ 6 MONTHS

MATERIALS PROVIDED ☐ YES ☐ NO

If wildlife trapping is needed, an additional charge will be required for the service. See wildlife service agreement for prices and terms of service.

If rodent control is required, an additional service fee of _____ will be charged with a warranty period of 1 year / 6 months beginning _____ to _____.

Payment for services will be made by: CASH / CHECK / CREDIT CARD
Credit Card Number _____ Exp. Date _____

The above prices, description of work or services to be performed, are satisfactory and are hereby accepted. Mid-Cities Pest Control, Inc. is authorized to do the work specified above on _____, 20____ at _____:_____ a.m. / p.m.

X _____ CUSTOMER

4-11 2016 DATE

X _____ AUTHORIZED REPRESENTATIVE

MID1216P25

Licensed and Regulated by the Texas Department of Agriculture (SPCS) P.O. Box 12847 • Austin, Texas 78711

MID-CITIES PEST CONTROL, INC.

TDA TPCL # 0569226

1832 Norwood Plaza Hurst, TX 76054
817-354-5350 (800) 310-BUGS

DATE _____

TECH _____

NAME: Wise County Court 1st floor ADDRESS: _____ CITY: _____

ZIP: _____ HOME: _____ OTHER: _____ MAPSCO: _____

STRUCTURE

TYPE PROPERTY: RES. / COMM. / INDUSTRIAL
FOUNDATION: SLAB / PIER & BEAM
GARAGE: ATTACHED / DETACHED
ATTIC:
OTHER:

VISIBLE PROBLEMS

GARBAGE CANS	PLUMBING PROTRUSIONS
PET FOOD	ELECTRICAL PROTRUSIONS
WOOD PILE	FIREPLACE
GUTTERING	SOFFIT/EAVES
TREES / SHRUBS / VINES	GARAGE
DEBRIS PILE	PATIO DECK
FREEZE LINES	THRESHOLDS
WINDOW CAULKING	DOOR CAULKING

SOLUTIONS

FLEX TRACK	BIRD WIRE
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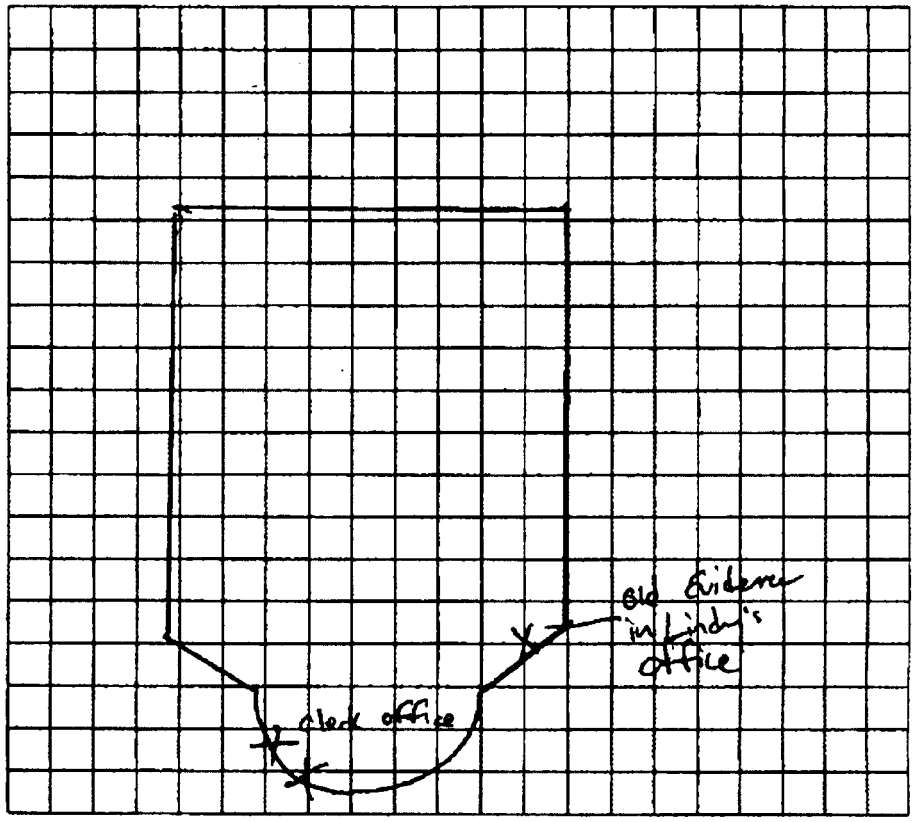
BIRD FLITE	DADDY LONG LEGS
POLLY SPIKE	BIRD GUARD
SCARE EYE	OCTOPUS
SCHREECH OWL	STEALTH NET
SHOOTING	EXCLUSION MESH
CAULKING	WIRE MESH

MECHANICAL EXCLUSION
SANITATION CORRECTION
ENVIRONMENTAL CORRECTION
WOOD REPLACEMENT



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MATERIALS PROVIDED ☐ YES ☐ NO

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X _____ CUSTOMER

4-11 20 16 DATE

X _____ AUTHORIZED REPRESENTATIVE

MID1218P25

MID-CITIES PEST CONTROL, INC.

TDA TPCL # 0569226

1832 Norwood Plaza Hurst, TX 76054
817-354-5350 (800) 310-BUGS

DATE _____

TECH _____

NAME: Wise Co. Courthouse 2nd floor ADDRESS: _____ CITY: _____

ZIP: _____ HOME: _____ OTHER: _____ MAPSCO: _____

STRUCTURE

TYPE PROPERTY: RES. / COMM. / INDUSTRIAL
FOUNDATION: SLAB / PIER & BEAM
GARAGE: ATTACHED / DETACHED
ATTIC:
OTHER:

VISIBLE PROBLEMS

GARBAGE CANS
PET FOOD
WOOD PILE
GUTTERING
TREES / SHRUBS / VINES
DEBRIS PILE
FREEZE LINES
WINDOW CAULKING
PLUMBING PROTRUSIONS
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FIREPLACE
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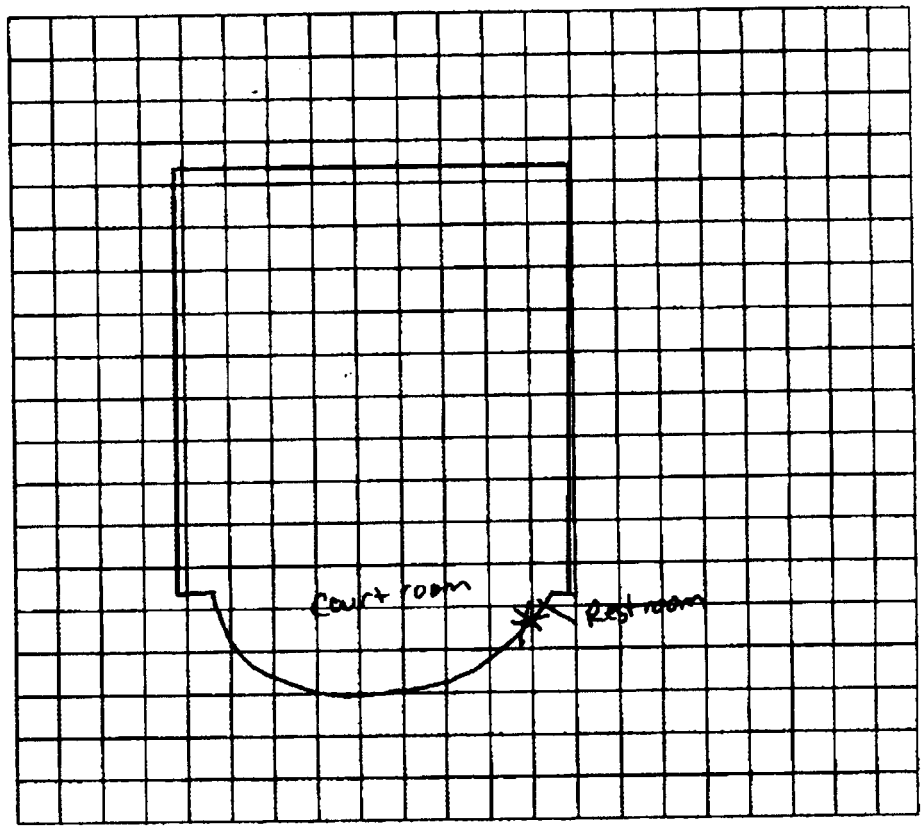
WIRE MESH
MECHANICAL EXCLUSION
SANITATION CORRECTION
ENVIRONMENTAL CORRECTION
WOOD REPLACEMENT



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X _____ CUSTOMER

4-11 20 16 DATE

X _____ AUTHORIZED REPRESENTATIVE

MID1218P25

Licensed and Regulated by the Texas Department of Agriculture (SPCS) P.O. Box 12847 - Austin, Texas 78711

MID-CITIES PEST CONTROL, INC.

TDA TPCL # 0569226

1832 Norwood Plaza Hurst, TX 76054
817-354-5350 (800) 310-BUGS

DATE _____

TECH _____

NAME: Wise Co. Courthouse 3rd floor ADDRESS: _____ CITY: _____

ZIP: _____ HOME: _____ OTHER: _____ MAPSCO: _____

STRUCTURE

TYPE PROPERTY: RES. / COMM. / INDUSTRIAL
FOUNDATION: SLAB / PIER & BEAM
GARAGE: ATTACHED / DETACHED
ATTIC:
OTHER:

VISIBLE PROBLEMS

GARBAGE CANS
PET FOOD
WOOD PILE
GUTTERING
TREES / SHRUBS / VINES
DEBRIS PILE
FREEZE LINES
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PLUMBING PROTRUSIONS
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ENVIRONMENTAL CORRECTION
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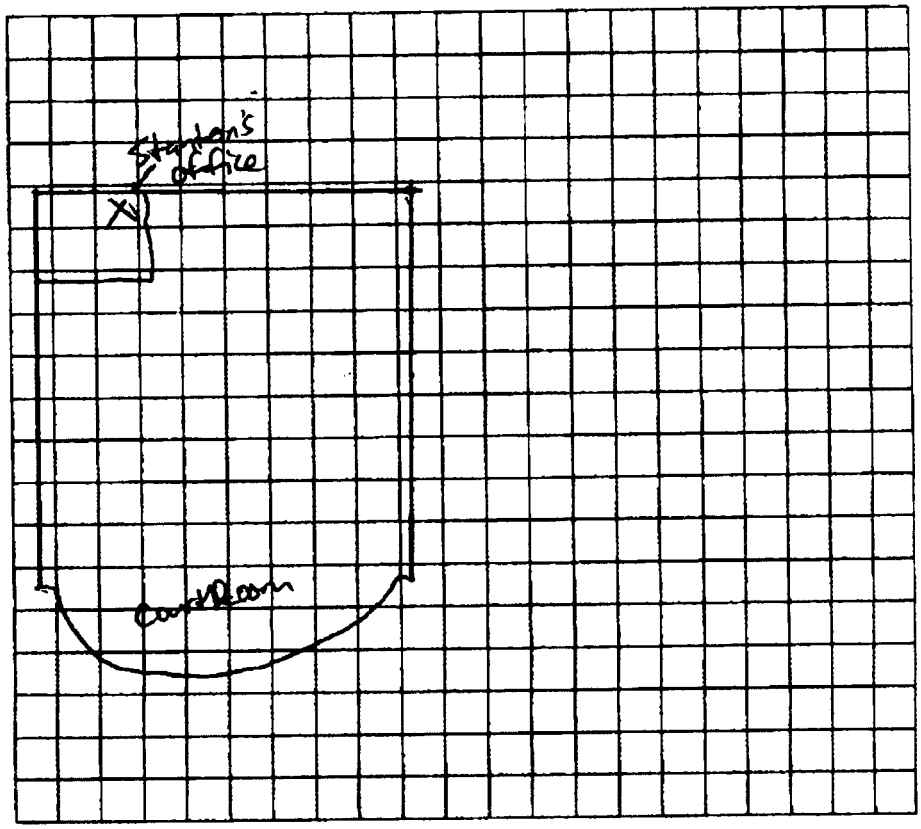

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X _____ CUSTOMER

4-11 20 16 DATE

X _____ AUTHORIZED REPRESENTATIVE

MID1218P25

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-38236

Date Filed:
04/11/2016

Date Acknowledged:
4-19-16

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

Mid-Cities Pest Control
Hurst, TX United States

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

Wise County

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

Termite Warranty Agreement
Termite Treatment to Courthouse

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

AMANDA OERTWICH NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-20-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Randall Leal, this the 11th day of April, 20 16, to certify which, witness my hand and seal of office.

Amanda Oertwich	Amanda Oertwich	Notary Public
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath