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FULLY EXECUTED

July 13, 2015

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

- 1. DSHS CRI Amendment**
- 2. Collin County Training Agreement**

DEPARTMENT OF STATE HEALTH SERVICES

Contract 2015-001108



Amendment Summary

The Department of State Health Services (DSHS) and Wise County (Contractor) agree to amend Contract 2015-001108 in accordance with this Amendment 01: CPS - Cities Readiness Initiative

Previous Contract Amount:	\$0.00
Change Amount:	\$0.00
Amended Contract Amount:	\$0.00

Amendment effective date: 04/17/2015

Purpose for the amendment:

This amendment is to end the current contract on 6-30-15 in order to align with the CDC fiscal year and to reduce the contract amount from \$35,811 to \$29,747.

Change No: 1	Statement of Work
Current: TERM: 09-01-2014 THRU: 08-31-2015	Revised: TERM: 09-01-2014 THRU: 06-30-2015
Change No: 2	Statement of Work
Current: Section I. N. 11. An end-of-year performance report in a format specified by DSHS no later than September 30, 2015; and	Revised: Section I. N. 11. An end-of-year performance report in a format specified by DSHS no later than August 14, 2015; and
Change No: 3	Special Provisions
Current: SECTION VIII. SPECIAL PROVISIONS: B. General Provisions, Funding Article III, Use of Funds Section 3.03, is amended to include the following: Contractor is allocated (\$29,747) from September 1, 2014 to June 30, 2015. Contractor is allocated (\$6,064) from July 1, 2015 to August 31, 2015.	Revised: SECTION VIII. SPECIAL PROVISIONS: B. General Provisions, Funding Article III, Use of Funds Section 3.03, is amended to include the following: Contractor is allocated (\$29,747) from September 1, 2014 to June 30, 2015.
Change No: 4	Special Provisions
Current: SECTION VIII. SPECIAL PROVISIONS: E. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.	Revised: SECTION VIII. SPECIAL PROVISIONS: E. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2015. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.
Change No: 5	Budget

Current:	Revised:
DSHS Requested Funds and Local Funding (Match)	DSHS Requested Funds and Local Funding (Match)
Personnel: \$25,016	Personnel: \$20,980
Fringe: \$10,453	Fringe: \$8,767
Travel: \$0	Travel: \$0
Equipment: \$0	Equipment: \$0
Supplies: \$342	Supplies: \$0
Contractual: \$0	Contractual: \$0
Other: \$0	Other: \$0
Indirect Costs: \$0	Indirect Costs: \$0
Match: \$3,581	Match: \$2,980
Total: \$35,811	Total: \$29,747

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature

X I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by: Hon. J.D. Clark

Date Signed: 06/18/2015

DSHS Signature

X I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by: David Gruber

Date Signed: 07/02/2015



Collin College

Third Party Billing Contract

Vendor Name WISE COUNTY SHERIFF'S OFFICE
 Primary Contact BLAKE WALLS
 Billing Address P.O. BOX 899
DECATUR, TX 76234
 Phone Number 940-627-5971
 FAX Number 940-627-3797
 E-mail Address WALLSB@SHERIFF.CO.WISE.TX.US

Collin College (Collin) and WISE COUNTY SHERIFF'S OFFICE (Vendor) enter into a third party billing contract (Contract) whereupon Vendor agrees to pay Collin for tuition, fees, books, supplies and/or other services as authorized by the Vendor in this Contract. The duration of the Contract, specific costs covered, and amount for which the Vendor will be responsible are defined in the spaces provided.

Duration of Contract (not to exceed two years): 1 year Oct 1, 2015 - Sept 30, 2016
 Costs paid by Vendor (indicate with an "X"): Tuition Fees Books Supplies Other*
 Maximum per student: \$ (as needed)
 And/or maximum per this agreement: \$ (as needed)

It is understood Collin will invoice the Vendor and that payment is due upon receipt of invoice. When appropriate, attach a list of students, their corresponding social security number and/or birthdate, course(s) in which to be registered, and amount to be paid by the Vendor for each student. This Contract may be cancelled by either party with written notice. However, cancellation does not preclude Vendor or Collin from fulfilling obligations incurred prior to the cancellation of the Contract.

*Special Instructions: _____

J. Clark
 Signature of Vendor's Authorized Agent

Barbara Jindra
 Barbara Jindra
 Associate Vice President, Administrative Services

Printed Name/Title:

JD Clark County Judge

Date 6-29-15

Date received 6-30-15

Fax completed forms to: (972)548-6589

Or

Mail to: Central Park Campus
Arts Law Enforcement Academy
2200 W. University Drive
McKinney, TX 75069-8081
 For questions call (972) 548-6863

For Office Use Only:

Vendor ID

100034243

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RENEWALS

July 13, 2015

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. TAC-insurance for auto physical damage, all liability, workers compensation, and unemployment**
- 2. Otis Elevator**
- 3. Dustin Copier-SO Admin**
- 4. Quetel**

COOPERATIVE AGREEMENT

THIS CONTRACT AND AGREEMENT is entered into by and between the parties shown below, pursuant to the authority granted and in compliance with the provisions of: Title 7, Chapter §201, Agriculture Code of Texas, and Title 31, Part 17, Chapter 529, Texas Administrative Code.

I. Contracting Parties:

This Agreement is made and entered into by and between the *Texas State Soil and Water Conservation Board*, hereinafter referred to as "RECEIVING AGENCY" whose principal place of business is located at 4311 South 31st Street Suite 125, Temple, Texas 76502 and the *Wise County* hereinafter referred to as "PERFORMING AGENCY" whose principal place of business is located at P. O. Box 899 Decatur, Texas 76234 with reference to the following facts:

II. Scope of Work:

- a. The PERFORMING AGENCY shall complete all structural repair activities on flood control dam as follows in Table 1:

Table 1.

National Inventory of Dams Identification Number	Flood Control Dam Common Name	Structural Repair Activity to be Performed
TX01536	Denton Creek FP site #17	Installation of armored plating to dam embankment to prevent/repair wave erosion; Repair of major auxiliary spillway erosion from storm damage.

- b. The PERFORMING AGENCY agrees to complete the structural repair activities listed in Table 1 in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.
- c. The PERFORMING AGENCY agrees to perform all activities within Table 1 in accordance with the "Consideration/Price" specified in Section IV of this cooperative agreement.
- d. The PERFORMING AGENCY agrees to perform all activities within Table 1 in accordance with engineering plans and design specifications provided to the PERFORMING AGENCY by the USDA NRCS. All deviations from the engineering design specifications require approval by the USDA NRCS prior to initiating work.

- e. Upon completion of structural repair activities specified in Table 1, unexpended funds obligated within this cooperative agreement may be used by the PERFORMING AGENCY to conduct operation and maintenance activities as defined by Texas Administrative Code, Title 31, Part 17, Chapter 529. Utilizing unexpended funds from this cooperative agreement for operation and maintenance activities requires prior approval of the RECEIVING AGENCY.

III. Deliverables:

The PERFORMING AGENCY agrees to submit all deliverables as specified or indicated in the "Scope of Work".

IV. Consideration/Price:

- a. The RECEIVING AGENCY shall provide the PERFORMING AGENCY reimbursement for approved work at the rates set herein for labor, material, and/or completion of work not to exceed a **maximum amount of \$222,948.00**. Of this amount, \$10,617.00 is included for administrative costs of PERFORMING AGENCY, and \$212,331.00 has been included to provide 95% of the costs of construction activities. The PERFORMING AGENCY shall successfully complete the services specified in Section II "Scope of Work" in accordance with contract requirements and within the ceiling price and budget as specified.
- b. Project Budget
 - 1. Flood Control Dam – TX01536, Denton Creek FP site #17
 - a. Not more than \$212,331.00 may be expended for construction activities without prior approval by the RECEIVING AGENCY.
 - 2. Not more than \$10,617.00 may be expended for administrative costs of PERFORMING AGENCY.
- c. The PERFORMING AGENCY's payment requests must comply with the RECEIVING AGENCY invoice processing procedures. **A quarterly invoice and progress report must be completed for the end of each state fiscal quarter – November, February, May, and August – and submitted within 30 days after the end of each quarter. Payment may be withheld by RECEIVING AGENCY until invoice and progress reports are approved.**
- d. The RECEIVING AGENCY may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement.

V. Term of Contract:

This service shall be effective upon the signature of RECEIVING AGENCY and shall expire on July 31, 2017. Contract may be extended, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

VI. Other Administrative Terms:

- a. This contract is subject to cancellation, without penalty, either whole or in part, if funds are not appropriated by the Texas Legislature.
- b. Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If the performing agency receives a request for open records relating to the project, the performing agency will immediately provide a copy of that request to the receiving agency.
- c. The PERFORMING AGENCY hereby assigns to RECEIVING AGENCY, any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Business and Commercial Code, Section 15.01, et. seq. (1967).
- d. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the RECEIVING AGENCY and the PERFORMING AGENCY to resolve all disputes arising under this contract.
- e. As appropriate the PERFORMING AGENCY will, to the extent allowed by the laws and Constitution of the State of Texas, indemnify, defend and hold harmless the RECEIVING AGENCY against any action or claim brought against the RECEIVING AGENCY that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. PERFORMING AGENCY will pay any damages attributable to such claim that are awarded against the RECEIVING AGENCY in a judgment or settlement. If RECEIVING AGENCY's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of RECEIVING AGENCY, PERFORMING AGENCY shall, at its sole expense (1) procure for RECEIVING AGENCY the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.
- f. The PERFORMING AGENCY possesses or will acquire all land rights, easements, licenses, or right-of-ways as will be needed in connection with accomplishing the work outlined in the "Scope of Work".

- g. PERFORMING AGENCY shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers, compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, PERFORMING AGENCY shall furnish RECEIVING AGENCY with satisfactory proof of its compliance. The PERFORMING AGENCY shall be responsible for damage to RECEIVING AGENCY's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. The PERFORMING AGENCY shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for RECEIVING AGENCY under this Contract. The PERFORMING AGENCY shall provide all labor and equipment necessary to furnish the goods or perform the service. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the PERFORMING AGENCY under this Contract. PERFORMING AGENCY's liability under this section shall be limited to that authorized by the laws and Constitution of the State of Texas.
- h. The PERFORMING AGENCY shall not assign or subcontract the whole or any part of the contract without RECEIVING AGENCY's prior written consent. The PERFORMING AGENCY may assign its right to receive payment to such third parties as the contractor may desire without the prior written consent of the RECEIVING AGENCY, provided that PERFORMING AGENCY gives written notice (including evidence of such assignment) to the state thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
- i. To the extent allowed by the laws and Constitution of the State of Texas, the PERFORMING AGENCY shall defend, indemnify, and hold harmless the RECEIVING AGENCY, its officers, and employees and contractors from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of PERFORMING AGENCY or any agent, employee, subcontractor, or supplier of PERFORMING AGENCY in the execution or performance of this contract.
- j. PERFORMING AGENCY shall procure and maintain at its expense during the term of the contract or any extensions thereof, workers compensation and liability insurance as appropriate.
- k. If the PERFORMING AGENCY defaults on the contract, RECEIVING AGENCY reserves the right to cancel the contract without notice and re-award the contract to the next best responsive and responsible respondent. The defaulting PERFORMING AGENCY will not be considered in the re-award and may not be considered in future awards for the same type of work, unless the specification or scope of work is significantly changed. The period of suspension will be determined by the RECEIVING AGENCY based on the seriousness of the default.

- l.** PERFORMING AGENCY understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, agency name or any successor agency, to conduct an audit or investigation in connection with those funds. PERFORMING AGENCY further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. PERFORMING AGENCY shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING AGENCY and the requirement to cooperate is included in any subcontract it awards.
- m.** RECEIVING AGENCY may grant relief from performance of the contract if the PERFORMING AGENCY is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the PERFORMING AGENCY. The burden of proof for the need of such relief shall rest upon the PERFORMING AGENCY. To obtain release based on force majeure, the PERFORMING AGENCY shall file a written request with RECEIVING AGENCY.
- n.** To the extent allowed by Texas law the PERFORMING AGENCY will not disclose any information to which it is privy under this Contract without the prior consent of the RECEIVING AGENCY. PERFORMING AGENCY will indemnify and hold harmless the RECEIVING AGENCY, its officers and employees for any claims or damages that arise from the disclosure by PERFORMING AGENCY or its contractors of information held by the State of Texas.
- o.** Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the RECEIVING AGENCY by the PERFORMING AGENCY upon completion, termination, or cancellation of this contract. RECEIVING AGENCY may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of RECEIVING AGENCY. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.
- p.** This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
- q.** RECEIVING AGENCY reserves the right to terminate the contract at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the PERFORMING AGENCY shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. RECEIVING

AGENCY name shall be liable for payments limited only to the portion of work authorized by RECEIVING AGENCY in writing and completed prior to the effective date of cancellation, provided that RECEIVING AGENCY shall not be liable for any work performed that is not acceptable to RECEIVING AGENCY and/or does not meet contract requirements. All work products produced by the PERFORMING AGENCY and paid for by RECEIVING AGENCY shall become the property of RECEIVING AGENCY and shall be tendered upon request.

- r. Substitutions are not permitted without the written approval of RECEIVING AGENCY.
- s. PERFORMING AGENCY represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- t. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of RECEIVING AGENCY.
- u. As appropriate the PERFORMING AGENCY expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments.

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof, or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State Government, and (3) the services, supplies of materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

**Texas State Soil and Water
Conservation Board**

Wise County

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Approved By: _____

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Title

Title

Date: _____

Date: _____

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

DPS GENERAL STORES

512-424-5424

512-424-5718

NON DPS AGENCIES PRICE SHEET

AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED TO PURCHASE PRINTED MATERIALS BELOW

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	DIC 23 PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 23A SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 24 STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 25 NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 55 STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 57 NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
DIC SPANISH FORMS:				
_____	DIC 24S DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 25S NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
_____	DIC 57S NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	_____ \$0.00
THP FORMS:				
_____	THP 1 OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP 1A SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00

_____	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP/BR 38 INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$8.75/EACH	_____ \$0.00

***MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT
ON FILE TO PURCHASE ITEMS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____ \$0.00
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	_____ \$0.00
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	_____ \$0.00
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____ \$0.00
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____ \$0.00
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____ \$0.00

TOTAL ENCLOSED _____ \$0.00

(Items from pages 3 & 4)

MAIL ORDERS AND PAYMENTS TO:

GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
512 -424-5424
512-424-5718

**USING YOUR LETTERHEAD, PRINT THIS PAGE,
ATTACH ORDER SHEETS, AND MAIL TO:
GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

DATE _____

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

Title _____

Tax exempt number _____

Contact person _____ Phone number _____

Physical Address (City, State, Zip)

Email Address

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CovertTrack Group, Inc.

Invoice

CovertTrack Group, Inc.
8361 E Gelding Dr.
Scottsdale, AZ 85260

(480)661-1916
admin@gpsintel.com
http://www.covertrackgroup.com

Date	Invoice #
06/26/2015	12257
Terms	Due Date
Net 30	09/17/2015

Billed To

Sgt. Blake Walls
Wise County Sheriff's Office
Accounts Payable
P.O. Box 899
Decatur, TX 76234

Ship To

Wise County Sheriff's Office
Attn: Chad Lanier
Blake Walls/Purchasing
200 Rook Ramsey Dr.
Decatur, TX 76234

Amount Due	Entered
\$2,973.70	

Please detach top portion and return with your payment

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> • Renewal (1 Year) of Unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product Stealth 2 upgrade to the Stealth 3 Advanced tracker: Old Dev. 867844001057275 -- New Dev. A1000021D90154 - 09/22/2015 - 09/30/2016 1.644 x 374 days = 614.80 Old Dev. 867844000050651 -- New Dev. A1000021D90049 - 09/27/2015 - 09/30/2016 1.644 x 370 days = 608.22 Old Dev. 867844001071979 -- New Dev. A1000021D90166 - 10/17/2015 - 09/30/2016 1.644 x 350 days = 575.34 Old Dev. 867844000226111 -- New Dev. A1000021D8FAF0 - 10/17/2015 - 09/30/2016 1.644 x 350 days = 575.34 Old Dev. 867844001053373 -- New Dev. A1000021D8FB4B - 10/01/2015 - 09/30/2016 1.644 x 365 days = 600.00 	5	594.74	2,973.70

Easy Ways to PAY
 THANK YOU for your business!
 Greg Stewart greg@covertrack.com
 PLEASE FORWARD TO YOUR ACCOUNTS PAYABLE DEPT
 1. Sign and fax to (480) 451-5421.
 2. Call Alicja Lee (Administration) with credit card: (480) 661-1916 x121

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CovertTrack Group, Inc.

CovertTrack Group, Inc.
8361 E Gelding Dr.
Scottsdale, AZ 85260

(480)661-1916
admin@gpsintel.com
http://www.coverttrackgroup.com

Invoice

Invoice Date	Invoice #
06/26/2015	12257
Terms	Due Date
Net 30	09/17/2015

Sgt. Blake Walls Wise County Sheriff's Office Accounts Payable P.O. Box 899 Decatur, TX 76234

Wise County Sheriff's Office Attn: Chad Lanier Blake Walls/Purchasing 200 Rook Ramsey Dr. Decatur, TX 76234

Amount Due	Electronic
\$2,973.70	

Please detach top portion and return with your payment

	Quantity	Rate	Amount
• Renewal (1 Year) of Unlimited 5 Second Updates & Annual Subscription to Access the CovertTrack Mapping Product Stealth 2 upgrade to the Stealth 3 Advanced tracker: Old Dev. 867844001057275 -- New Dev. A1000021D90154 - 09/22/2015 - 09/30/2016 1.644 x 374 days = 614.80 Old Dev. 867844000050651 -- New Dev. A1000021D90049 - 09/27/2015 - 09/30/2016 1.644 x 370 days = 608.22 Old Dev. 867844001071979 -- New Dev. A1000021D90166 - 10/17/2015 - 09/30/2016 1.644 x 350 days = 575.34 Old Dev. 867844000226111 -- New Dev. A1000021D8FAF0 - 10/17/2015 - 09/30/2016 1.644 x 350 days = 575.34 Old Dev. 867844001053373 -- New Dev. A1000021D8FB4B - 10/01/2015 - 09/30/2016 1.644 x 365 days = 600.00	5	594.74	2,973.70
Total			2,973.70

Easy Ways to PAY
 THANK YOU for your business!
 Greg Stewart greg@coverttrack.com
 PLEASE FORWARD TO YOUR ACCOUNTS PAYABLE DEPT
 1. Sign and fax to (480) 451-5421.
 2. Call Alicja Lee (Administration) with credit card: (480) 661-1916 x121

THE STATE OF TEXAS
COUNTY OF HOPKINS

This agreement is made and entered into on this the _____ day of _____ by and between NET Data, with its principal place of business in Sulphur Springs, Texas and Wise County (hereinafter referred to as "CLIENT"), with its principal place of business in Decatur, Texas.

This agreement will supersede all previous written and oral agreements between NET Data and CLIENT.

DEFINITIONS:

"Cloud Computing" is the delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices over a network.

The term "Services" in this Agreement shall mean the NET Data Cloud System Service and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection ("Documentation") with the Service.

1. TERM

This Agreement is effective from the date on which it is accepted by NET Data ("Effective Date"). This agreement shall remain in effect for a period of Thirty six (36) months. The Thirty-Six (36) month calendar will begin on Oct 1st, 2015.

2. TERMINATION OF SERVICE

The Service offered hereunder may be terminated by NET Data if CLIENT defaults in payment of any amount due under this Agreement for a period of ten (10) business days after notice of default, or may be canceled at any time upon breach by the CLIENT of any other covenant of this Agreement if such breach is not corrected within thirty-one (31) business days after receipt of written notice thereof. CLIENT's obligation to pay charges which have accrued and damages arising from its breach of this Agreement shall survive cancellation thereof. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the other party shall alter or waive any rights or remedies.

Upon termination, NET Data may immediately discontinue CLIENT access to the Service and all Documentation provided CLIENT shall be returned to NET Data. CLIENT HEREBY WAIVES CLAIMS FOR DAMAGE ARISING FROM ANY SUCH RIGHTFUL TERMINATION BY NET Data UNDER THIS PROVISION.

3. WARRANTY

NET Data warrants that it has the right to market, distribute, support and maintain Services and that Services are warranted to conform to the operating specifications as outlined in the Documentation. CLIENT agrees that its SOLE AND EXCLUSIVE REMEDY for a breach of this Warranty is for NET Data to correct any error, malfunction or defect if the Services warranted hereunder fails to conform to the applicable operating specifications and CLIENT advises NET Data of such failure in writing. If after reasonable attempts, NET Data is unable to correct the error, malfunction, or defect, CLIENT shall be entitled to terminate this Agreement. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Services as set forth in the applicable software documentation issued by NET Data.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

4. LIMITATION OF LIABILITY

NEITHER PARTY WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE OR BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR DAMAGES OR LOSS HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S ACTIONS WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT. IN NO EVENT WILL NET DATA BE LIABLE FOR ANY DAMAGES CAUSE BY THE CLIENT'S FAILURE TO PERFORM THE CLIENT'S RESPONSIBILITIES.

5. SUPPORT

NET Data will provide complete Services support as outlined in the attached CLOUD SERVICES SUPPORT ADDENDUM TERMS AND CONDITIONS, incorporated herein by reference.

6. CLIENT DATA

CLIENT will have full access to their data via the NET Data application software. CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information. The CLIENT shall not attempt to access other areas outside their NET Data application on NET Data's server.

NET Data retains all rights to customizations developed by NET Data or GHS to the Service.

CLIENT shall retain ownership in and all rights to CLIENTS data stored in the Services provided by NET Data. Upon request by CLIENT made within 60 days of the effective date of termination of this Agreement, NET Data shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format, with all work hereunder to be invoiced to CLIENT subject to a mutually approved scope of work. After 60 days, NET Data will have no obligation to maintain or provide any Client Data and shall, unless legally prohibited, delete all Client Data in NET Data's possession or control.

7. CONFIDENTIALITY & PROPRIETARY INFORMATION

Each party acknowledges that it and its employees or agents may be exposed to or acquire information that is proprietary or confidential to the other party. Each party shall hold such information in strict confidence and shall not disclose any such information to any third party. "Confidential Information" means all technical and non-technical information including but not limited to: CLIENT Data, Services, Documentation, financial and marketing information, other proprietary information, and information disclosed by a party that was marked or should have reasonably been regarded as confidential, regardless of whether such information would be protected under the common law.

CLIENT specifically acknowledges NET Data's statement that the Services and related software are the exclusive property of NET Data, constitutes trade secrets of NET Data, and agrees to protect the Services or any part thereof from unauthorized use or disclosure by its agents, consultants, contracted personnel, employees, CLIENT, or successors. CLIENT agrees to reproduce and include NET Data's proprietary,

copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Services and Documentation. In the event the License granted hereunder is terminated, the above obligations of CLIENT with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

NET Data and CLIENT further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party except its agents, consultants, contracted personnel or employees on a need to know basis and the agents, consultants, contracted personnel or employees are under the same obligations of confidentiality as those imposed on the parties hereunder with no further rights of disclosure of Confidential Information.

8. GENERAL

Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System or any materials supplied by Licensor in connection with System. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.

Neither CLIENT nor NET Data are responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or in the event of nonpayment, more than two years from the date of the last payment. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Texas both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Texas. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

9. THIRD PARTY APPLICATIONS EXCLUSION

The CLIENT understands and accepts that the NET Data Cloud System Service provided in this agreement is for licensed NET Data and GHS applications only.

10. CONSIDERATION

The price of NET Data's CLOUD SYSTEM SERVICE shall be a one time charge of **\$7,000** to be due on January 1st, 2016. Additionally, annual charges will be due as follows. A sum of **\$9,000** due on October 1st, 2015. A sum of **\$10,000** due on October 1st, 2016. A sum of **\$11,000** due on October 1st, 2017. This contract shall be in effect from October 1st, 2015 through September 30th, 2018. This contract is subject to cancellation, without penalty, either in whole or in part, due to the non-appropriations of funds.

11. VENUE.

Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this agreement, such litigation must be brought in Wise County.

NET Data

CLIENT

By: _____

By: _____

President – NET Data

Wise County Judge

NET Data
HOSTING SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

The purpose of this Service Level Agreement ("SLA") is to define service levels and operational specifications that NET Data will provide to Client. "Critical Hours" means 8:00 a.m. to 5:00 p.m. CST five days per week.

SERVICE LEVELS

1. Hosting Obligations.

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company's dealing with like data; and
- NET Data shall provide adequate firewall protection as is customary in the industry for company's dealing with like data in order to secure Client Data and other Confidential Information of CLIENT and users of the Services from unauthorized access by third parties.

2. System Availability.

NET Data shall use reasonable best efforts to maintain the following system availability:

- For any consecutive thirty (30) day period, the system within scope will be fully operational, available, and capable of supporting CLIENT's workload at a 99.5% availability level except for Scheduled Service Outages as specified.
- "Scheduled Service Outages" shall be performed during the hours of 5:00 p.m. to 8:00 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose.
- System is "available" when the servers are operational and capable of serving Users, independent of any CLIENT's network links outside our control.

3. Exclusions

NET Data is not to be held responsible for any Service or system failures during any period of time in which any of the following "Exclusions" exist:

- CLIENT Resource Problems – there are problems resulting from CLIENT resources not under NET Data management.
- Failure of any hardware not under NET Data's management (customer PC's, portage boxes, etc.)
- Scheduled Maintenance – Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.
- Network Changes – Changes made by CLIENT to the networking environment that were not communicated to or approved by NET Data.
- Force Majeure – Problems resulting from a Force Majeure Event.
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET Data and approved by CLIENT to implement changes in applications, environments, conversions or system software.
- CLIENT Actions – Problems resulting from actions or inactions of CLIENT contrary to the NET Data's reasonable recommendations.
- CLIENT Responsibilities – Problems resulting from any failure by CLIENT to fulfill its responsibilities or obligations.
- Internet Connectivity Loss – Loss of Internet connectivity to CLIENT site for any reason.
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the CLIENT.

159

Kimley»»Horn

Transmittal

Date: July 7, 2015 Job Number: 061027001

Project Name: Wise County Subdivision Reviews

To: Ms. Diana Alexander

Wise County Asset Management

400 West Walnut Street

Decatur, TX 76234

940.627.3312

We are sending these by

US Mail FedEx UPS

Hand Deliver Courier Other

We are sending you

Attached Under separate cover via _____ the following items:

Shop drawings Prints/Plans Samples Specifications Change Order Other

Number	Date	Copy	Description
2	7/15		2015-16 Standard Master Contract Renewal

These are transmitted as checked below:

For your use Approved as submitted Resubmit

As requested Approved as noted Submit

For review and comment Returned for corrections Return

Copies for approval Copies for distribution Corrected prints

Remarks:

Copy to: _____ File _____ Signed: Jenifer Tatum, P.E.

STANDARD MASTER AGREEMENT RENEWAL

Wise County ("the Client") and Kimley-Horn and Associates, Inc. of Fort Worth, Texas ("the Consultant"), hereby adopt and confirm all terms (except those amended below) of that certain Standard Master Agreement between Client and Consultant dated October 27, 2003, and further agree as follows:

1. Pursuant to Section (9) Termination--subsection (a) of said agreement, the Client and Consultant agree to renew this agreement so that it will remain in effect from October 1, 2015 or the signing of this document whichever is later until September 30, 2016.
2. Pursuant to the amendment requirements in Section (19) Miscellaneous Provisions of said agreement, the Client and Consultant agree to amend the hourly rates mentioned in Section (4) Compensation for Services subsection (b) and attached to the Original Standard Master Agreement as the Standard Rate schedule. The amended Standard Rate schedule is attached to this renewal and will become effective October 1st, 2015.
3. Pursuant to the amendment requirements in Section (19) Miscellaneous Provisions of said agreement, the Client and Consultant agree to amend subsection (7) Use of Documents to delete the phrase "...and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorney's fee, resulting there from." Further, Client and Consultant agree to amend subsection (15) Hazardous Substances by completely striking subsection (c) from the document.

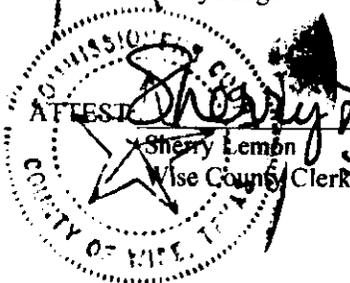
Dated this the 13th day of July, 2015.

Client:

WISE COUNTY, TEXAS

By: J.D. Clark

J.D. Clark
Wise County Judge



Consultant:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Glenn A. Gary, P.E.

Glenn A. Gary, P.E.
Senior Vice President

ATTEST: Jenifer Tatum, P.E.

Jenifer Tatum, P.E.
Vice President

Manda Kuehl
Chief Deputy

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Dated this the _____ day of _____, 2015.

Client:

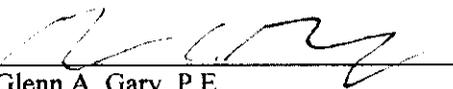
WISE COUNTY, TEXAS

By: _____
J.D. Clark
Wise County Judge

ATTEST: _____
Sherry Lemon
Wise County Clerk

Consultant:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Glenn A. Gary, P.E.
Senior Vice President

ATTEST: 
Jennifer Tatum, P.E.
Vice President

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$185 - \$225
Senior Professional II	\$145 - \$185
Professional	\$85 - \$130
Designer	\$125 - \$145
Technical Support	\$70 - \$115
Clerical/Administrative Support	\$65 - \$90

Effective October 1, 2015

159:

Wise County Indigent Health Care Program

P.O. Box 815

Decatur, Texas 76234

Business: (940) 627-4203

Fax: (940) 627-7521

Indigent Health Care Program Services FY 2016

Options for Hospital Services Payment Method

The maximum county liability for each state fiscal year for both health care services provided by all assistance providers, including hospital and skilled nursing facility, to each county resident is:

- 1) \$30,000: or
- 2) The payment of 30 days of hospitalization or treatment in a skilled nursing facility, or both, or \$30,000 whichever comes first, if the county provides hospital or skilled nursing facility services to the resident.

30 days of hospitalization refers to inpatient hospitalization

Payment Standards for Basic Services

For Inpatient hospital services, the county may select to use:

The individual hospital percentage rate for basic and department approved optional allowable services

or

The individual DRG system rate for (Diagnostic Related Group)

Texas Department of State Health Services (TDSHS) established payment standards for CIHCP services are based on the Medicaid rates.

Optional Services

Optional Services/Definitions attached

Fraud & Fair Hearing Panel/Attached

OPTIONAL HEALTH CARE SERVICES NOTIFICATION

Form 120, Page 1 of 3

Mark an "X" in the appropriate column to indicate each optional health care service the county chooses to provide or chooses to discontinue providing.

PROVIDE	DISCONTINUE	
X		1. Advanced Practice Nurse (APN) , specifically a nurse practitioner, a clinical nurse specialist, a Certified Nurse Midwife (CNM), and a Certified Registered Nurse Anesthetist (CRNA)
X		2. Ambulatory Surgical Center (ASC) , Freestanding
X		3. Colostomy Medical Supplies and/or Equipment , namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers (Prior Authorization)
		4. Counseling Services . Check the ones the county chooses to provide. <input type="checkbox"/> A. Licensed Clinical Social Worker (LCSW) <input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT) <input type="checkbox"/> C. Licensed Professional Counselor (LPC) <input type="checkbox"/> D. Ph.D. Clinical Psychologist
X		5. Dental Care , namely an annual routine dental exam, an annual routine cleaning, one set of annual x-rays and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain (Prior Authorization)
X		6. Diabetic Supplies and/or Equipment , namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens (Prior Authorization)
X		7. Durable Medical Equipment (DME) . Check the ones the county chooses to provide. <input type="checkbox"/> A. Blood Pressure Measuring Appliances <input type="checkbox"/> E. Hospital Beds <input type="checkbox"/> B. Canes <input type="checkbox"/> F. Walkers <input type="checkbox"/> C. Crutches <input type="checkbox"/> G. Wheelchairs, Standard <input checked="" type="checkbox"/> D. Home Oxygen Equipment (Prior Authorization)
		8. Emergency Medical Services , namely ground transportation only
		9. Federally Qualified Health Center (FQHC)
X		10. Occupational Therapy
X		11. Physical Therapy
X		12. Home and Community Health Care (Prior Authorization)
X		13. Physician Assistant (PA)
X		14. Vision Care , namely one exam by refraction and one pair of prescription glasses every 24 months
X		15. Other medically necessary services or supplies determined to be cost effective by the entity.

 _____ 7/14/15 _____
 Signature of County Judge/Designee Date

Printed Name of Person Signing This Form 120	Title
County	Mailing Address
Telephone Number (include area code.)	City/State/ZIP



Definitions of CIHCP Optional Health Care Services

1. **Advanced Practice Nurse (APN) services** must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician.
2. **Ambulatory Surgical Center (ASC) services** must be provided in a freestanding ASC, and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures.
3. **Colostomy medical supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers. The county may require the supplier to receive prior authorization.
4. **Counseling (psychotherapy) services** must be medically necessary based on a referral from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC), or a Ph.D. Psychologist.
5. **Dental care** must be medically necessary and provided by a DDS, DMD, or DDM. Items covered are: an annual routine exam, annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain. The county may require prior authorization.
6. **Diabetic supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are: test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens. The county may require the supplier to receive prior authorization.
7. **Durable medical equipment (DME)** must be medically necessary; meet the Medicare/Medicaid requirements; and be provided under a written, signed and dated prescription from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items may be purchased or rented, whichever is least costly. Items covered are: blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), hospital beds, walkers, and standard wheelchairs. The county may require the supplier to receive prior authorization.
8. **Emergency medical service** covers ground transportation only for medically necessary, life-threatening conditions.
9. **Federally Qualified Health Center (FQHC) services** must be provided in an approved FQHC by a physician, physician's assistant, nurse practitioner, clinical psychologist, or clinical social worker.
10. **Occupational therapy services** must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.
11. **Physical therapy services** must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.
12. **Home and community health care** must be medically necessary, meet the Medicare/Medicaid requirements, and be provided by a certified home health agency. A plan of care must be recommended, signed, and dated by the recipient's attending physician prior to care being given. Items covered are R.N. visits for skilled nursing observation, assessment, evaluation, and treatment provided by a physician who specifically requests the R.N. visit for this purpose. A home health aide to assist with administering medication is also covered. Visits made for performing housekeeping services are not covered. A county may require prior authorization.
13. **Physician Assistant (PA) services** must be medically necessary and provided by a PA under the direction of an M.D. or a D.O. and must be billed by and paid to the supervising physician.
14. **Vision care** covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria.
15. **Other medically necessary services or supplies** that the local governmental municipality/entity determines to be cost effective.

Wise County Indigent Health Care

P.O. Box 815

Decatur, Texas

Business# (940) 627-4203 Ext. 224

Fax# (940) 627-7521

Request Nomination for Fraud & Fair Hearing Panel for Appeals & Fraud: FY 2015-2016

(Any county official or other designated person in his/her county may act as the Hearing Authority or Hearing Officers except when he/she is disqualified or unable to Act)

Craig Johnson (Hearing Authority)

200 Rook Ramsey Drive

Decatur, Texas 76234

Office: (940) 626-4206 / Fax: (940) 626-4243

Cell: (817) 307-0634

Charles Dillard

P.O. Box 1509

Decatur, Texas 76234

Office: (940) 627-2002 Ext. 222 / Cell: (940) 393-9789

Donna Crisp

303 CR 1691

Sunset, Texas 76270

Home: (940) 427-2837

Requested Business Mailing address:

111 East Franklin Street

Alvord, Texas 76225

Alternate Hearing Authority or Officers:

Mandy Hays (Hearing Authority Alternate)

P.O. Box 86

Boyd, Texas 76023

Office: (940) 433-2969 / Fax: (940) 433-3062

Cell# (817) 726-8244

Jan Morrow

P. O. Box 509

Decatur, Texas 76234

Office: (940) 627-2694 / Fax: (940) 627-5417

Sue Black

503 Maginnis Street

Chico, Texas 76431

Home: (940) 644-2317

Cell: (940) 399-9268

Linda Belknap

205 North Stadium Drive

Alvord, Texas 76225

Home: (940) 427-9201

Cell: (940) 389-3944