

149 . . .

FULLY EXECUTED

JAMES STAINTON

WISE COUNTY ATTORNEY

June 20, 2014

Shirley Kaatz
Texas Comptroller of Public Accounts
Revenue Accounting Division
Tax Allocation Section
P.O. Box 13528
Austin, TX 78711

Re: *Repayment Agreement for Return of Overpaid Sales and Use Taxes*

On January 22, 2014 Wise County received notification of a refund request from the taxpayer Devon Energy for the amount of \$639,189.77. It is our understanding that additional claims from this taxpayer are pending and may result in additional exposure for Wise County. Pursuant to our negotiations, Wise County proposes the following terms of repayment:

Length of Payout: 15 years starting October 1, 2014.

Payment Amount: Initially based on 15 year payout of \$639,189.77, \$3551 per month, with first payment due October 1, 2014.

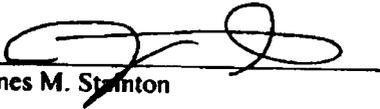
Method of Payment: Texas Comptroller will withdraw monthly payment from sales and use tax refund to Wise County.

Additional Amounts: As additional liabilities are received from the Comptroller, the Wise County Auditor will add those amounts to the remaining liability balance and amortize the total over the remaining term. The Wise County Auditor will notify the Comptroller of the new monthly amount to be withdrawn.

Additional Terms: No interest, prepayment penalty, or other fees will be assessed as part of this proposal. The County may, but is not obligated to, repay more than the monthly repayment amount shown above by sending a check for the additional amount to the Comptroller, clearly marked as "additional repayment for prior overpayment". All correspondence to the County in regard to amount owed, paid or remaining shall be addressed to the Wise County Auditor, P.O. Box 899, Decatur, Texas 76234.

Thank you very much for working with us on this matter.

Sincerely,


James M. Stainton

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



July 11, 2014

Ms. Ann McCuiston
Wise County Auditor
P.O. Box 899
Decatur, Texas 76234

Dear Ms. McCuiston,

This letter is to inform you that the County's request for a 15-year payout arrangement for the local sales taxes paid to Wise County in error has been reviewed and approved.

We will deduct an initial payment of \$3,560.77 beginning in October 2014, followed by 179 monthly payments of \$3,551.00 from November 2014 through September 2029. If any additional liabilities are discovered, we will notify you of those amounts. You can then add those amounts to the remaining liability balance and amortize the total over the remaining term and notify us of the new monthly amount to be deducted or send a check for the additional amount.

If you have any questions or if I can be of further assistance, please call me toll free at (800) 531-5441, ext. 5-0550 or at my regular number (512) 475-0550.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Kaatz".

Shirley Kaatz
Revenue Accounting Division
Tax Allocation Section

Cc: James M. Stainton, Wise County Attorney

149 . . .

FULLY EXECUTED

Products and Services Agreement

Contract No. 140301163752

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and WISE COUNTY OF SHERIFFS OFFICE ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: [Signature]
 Printed: Chris Staley
 Title: Manager
 Date: 4-14-14

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink - Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Sales Rep: Edith Lozada
 Sales Rep Phone: (800) 529-4259

WISE COUNTY OF SHERIFFS OFFICE

By: [Signature]
 Printed: Glen Hughes
 Title: County Judge
 Date: 4-14-14

Customer Address: PO BOX 899
 DECATUR, TX 76234-0899

Address for Notices (if different from above):

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 14-011220
2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

WISE COUNTY OF SHERIFFS OFFICE
Proposal For CenturyLink ISDN - PRI Services
Proposal Date: 3/18/2014
Expire Quote Date: 5/17/2014
Customer Copy - Quote #: 14-011220



Customer Contact Information:

Company Name: WISE COUNTY OF SHERIFFS OFFICE
Billing Address: PO BOX 899
Billing City, State, Zip: DECATUR TX 76234-0899
BAN ID: New BAN ID
Customer Contact Name: David Walker
Customer Contact Phone: 940-627-5971
Customer Contact E-mail: dwalker@sheriff.co.wise.tx.us

Customer Service Location:

Primary Location Name: 200 ROOK RAMSEY RD
Address: 200 ROOK RAMSEY RD
Site City, State, Zip: DECATUR TX 76234
NPA-NXX:
On-Site Contact Name: David Walker
Work TN: 940-627-5971

Telco Central Office Information:

Telco: Central Telephone Company of Texas
Serving Central Office CLLI: DCTRTXXADSO
Serving Central Office Address: 206 N LANE ST
Serving Central Office City, State, Zip: DECATUR TX 76234

CenturyLink Contact Information:

Sales Person: Edith Lozada [1078154]
Email: edith.lozada@centurylink.com
Sales Contact Number: 800-529-4259 X 5218532
Dealer Code: 1078154

Engineer: N/A
Email: N/A
Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN - PRI Services (Qty: 1)
Term Agreement: 36 month

Charge Detail:

Qty	Price Plan	Feature Code	Feature Code Description	MRR	NRR
1	PP3Z2P01	0018	Service Order Charge		\$30.10
1	PP3Z2P01	0238	Premises Visit Charge		\$125.00
1	PP3Z2P01	PRI3Y	ISDN PRI	\$520.00	
1	PP3Z2P01	0266	PRI Install Charge		\$0.00
1	PP3Z2P01	Y106	National ISDN-2 Protocol	\$0.00	
4	PP3Z2P01	1204V	DID Numbers - Block of 20 (N/C)	\$0.00	
			TOTAL	\$520.00	\$155.10

WISE COUNTY OF SHERIFFS OFFICE
Proposal For CenturyLink ISDN - PRI Services
Proposal Date: 3/18/2014
Expire Quote Date: 5/17/2014
Customer Copy - Quote #: 14-011220



Additional Terms and Conditions:

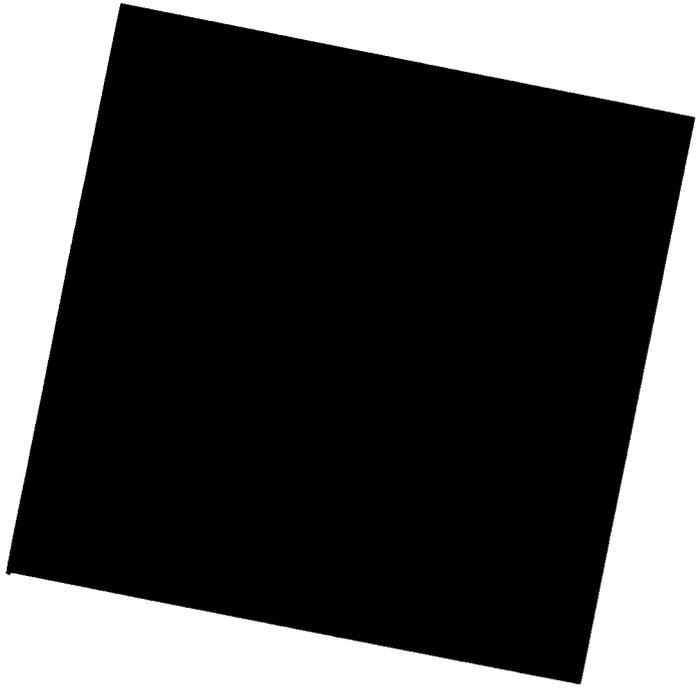
- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: Central Telephone Company of Texas
Service: CenturyLink ISDN - PRI Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

RENEWALS

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. Pollbook Software for Elections

NEED APPROVAL



July 9, 2014

Charles Dillard, Director
Wise County Emergency Medical Services
1101 Rose Avenue
Decatur, TX 76234

Re: Modification of Service Agreement

Mr. Dillard:

Per our mutual agreement as indicated by the signatures affixed hereto, the following change is made to Section 5.01(b) of our Agreement effective October 1, 2013, by Bill McElhane of County of Wise, TX, and Doug Shamon of Advanced Data Processing, a subsidiary of Intermedix Corporation;

As Reads:

Section 5.01(b) One and fifty one-hundredths percent (1.50%) of all monies collected for use of Intermedix provided field data capturing and reporting system consisting of six (6) pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as TripTix ®), less refunds ("Net Collections").

Is Modified to Read:

Section 5.01(b) One and seventy-five one-hundredths percent (1.75%) of all monies collected for use of Intermedix provided field data capturing and reporting system consisting of six (7) pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as TripTix ®), less refunds ("Net Collections").

There are no other changes and both parties agree that the above changes constitute the full and complete change to the Service Agreement. This change to take effect October 1, 2014.

Should this modification to the Service Agreement as set out in this letter be acceptable to you, please have this original signed and return it to:

Teresa Agostinelli
Intermedix Corporation
6451 North Federal Highway, Suite #1000
Fort Lauderdale, FL 33308

Once the letter has been received and countersigned by our corporate offices a copy will be forwarded to you for your files.

Best Regards,



Richard C. Klemme

ADPI – Intermedix

PAGE TWO – MODIFICATION OF SERVICE AGREEMENT

County of Wise, Texas, and ADPI-Intermedix

ACKNOWLEDGED AND AGREED AS OF THE _____ DAY OF _____, 2014.

COUNTY OF WISE, TEXAS.

By: _____
Bill McElhaney, County Judge

COUNTERSIGNED THIS _____ DAY OF _____, 2014

ADPI-INTERMEDIX

By: _____
Doug Shamon, President

August 8, 2014

Charles Dillard, Director
Wise County Emergency Medical Services
1101 Rose Avenue
Decatur, TX 76234

Re: Modification of Service Agreement

Mr. Dillard:

Per our mutual agreement as indicated by the signatures affixed hereto, the following change is made to Section 5.01(b) of our Agreement effective October 1, 2013, by Bill McElhaney of County of Wise, TX, and Doug Shamon of Advanced Data Processing, a subsidiary of Intermedix Corporation;

As Reads:

Section 5.01(b) One and fifty one-hundredths percent (1.50%) of all monies collected for use of Intermedix provided field data capturing and reporting system consisting of six (6) pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as TripTix ®), less refunds ("Net Collections").

Is Modified to Read:

Section 5.01(b) One and seventy-five one-hundredths percent (1.75%) of all monies collected for use of Intermedix provided field data capturing and reporting system consisting of seven (7) pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as TripTix ®), less refunds ("Net Collections").

There are no other changes and both parties agree that the above changes constitute the full and complete change to the Service Agreement. This change to take effect October 1, 2014.

Should this modification to the Service Agreement as set out in this letter be acceptable to you, please have this original signed and return it to:

Teresa Agostinelli
Intermedix Corporation
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Best Regards,



Richard C. Klemme

ADPI – Intermedix

PAGE TWO – MODIFICATION OF SERVICE AGREEMENT

County of Wise, Texas, and ADPI-Intermedix

ACKNOWLEDGED AND AGREED AS OF THE _____ DAY OF
_____, 2014.

COUNTY OF WISE, TEXAS.

By: _____
Glenn Hughes, County Judge

COUNTERSIGNED THIS _____ DAY OF _____, 2014

ADPI-INTERMEDIX

By: _____
Doug Shamon, President

Ng

NEED APPROVAL



Obermeyer Biomedical™ Service Agreement · 1 Year

Account Name: Wise County EMS
Address: 1101 Ross Ave
City, State, Zip: Decatur, TX 76234
Start Date: 10/01/2014
Expiration Date: 9/31/2015

This Obermeyer Biomedical Agreement Includes:

- 1 AED Inspection
- Cleaning the Unit
- Labor and Travel
- Service Documentation

Obermeyer Biomedical agrees to service the equipment listed on the Agreement.

Price of Contract Coverage is \$6035.00 in one annual installment.

Bryan Obermeyer
Contract Administrator

[Signature]
Customer Signature

8-11-14
Date Accepted

08 Aug 2014
Date Offered

none
Purchase Order Number

Rep: Bryan Obermeyer

Unit	Serial #	Inspection Price	Start Date	End Date
AED	14089830	\$85.00	10/1/2014	9/31/2015
AED	14089831	\$85.00	10/1/2014	9/31/2015
AED	14089832	\$85.00	10/1/2014	9/31/2015
AED	34057976	\$85.00	10/1/2014	9/31/2015
AED	34057977	\$85.00	10/1/2014	9/31/2015
AED	37353432	\$85.00	10/1/2014	9/31/2015
AED	37353433	\$85.00	10/1/2014	9/31/2015
AED	37353434	\$85.00	10/1/2014	9/31/2015
AED	37353435	\$85.00	10/1/2014	9/31/2015
AED	37353436	\$85.00	10/1/2014	9/31/2015
AED	37353437	\$85.00	10/1/2014	9/31/2015
AED	37353438	\$85.00	10/1/2014	9/31/2015
AED	37353439	\$85.00	10/1/2014	9/31/2015
AED	37353440	\$85.00	10/1/2014	9/31/2015
AED	37353441	\$85.00	10/1/2014	9/31/2015
AED	37353442	\$85.00	10/1/2014	9/31/2015
AED	37353443	\$85.00	10/1/2014	9/31/2015
AED	37353444	\$85.00	10/1/2014	9/31/2015
AED	37353445	\$85.00	10/1/2014	9/31/2015
AED	37353446	\$85.00	10/1/2014	9/31/2015
AED	37353447	\$85.00	10/1/2014	9/31/2015
AED	37353448	\$85.00	10/1/2014	9/31/2015
AED	38323082	\$85.00	10/1/2014	9/31/2015
AED	38323083	\$85.00	10/1/2014	9/31/2015
AED	38323084	\$85.00	10/1/2014	9/31/2015
AED	38323085	\$85.00	10/1/2014	9/31/2015
AED	38323086	\$85.00	10/1/2014	9/31/2015
AED	38323087	\$85.00	10/1/2014	9/31/2015
AED	38323088	\$85.00	10/1/2014	9/31/2015
AED	38323089	\$85.00	10/1/2014	9/31/2015
AED	38323090	\$85.00	10/1/2014	9/31/2015
AED	38323091	\$85.00	10/1/2014	9/31/2015
AED	38323092	\$85.00	10/1/2014	9/31/2015
AED	38323093	\$85.00	10/1/2014	9/31/2015
AED	38323094	\$85.00	10/1/2014	9/31/2015
AED	38323095	\$85.00	10/1/2014	9/31/2015
AED	38323096	\$85.00	10/1/2014	9/31/2015
AED	38323097	\$85.00	10/1/2014	9/31/2015
AED	38323098	\$85.00	10/1/2014	9/31/2015
AED	38323099	\$85.00	10/1/2014	9/31/2015
AED	38227196	\$85.00	10/1/2014	9/31/2015
AED	38227197	\$85.00	10/1/2014	9/31/2015
AED	38515769	\$85.00	10/1/2014	9/31/2015
AED	38515770	\$85.00	10/1/2014	9/31/2015

AED	38515771	\$85.00	10/1/2014	9/31/2015
AED	38515772	\$85.00	10/1/2014	9/31/2015
AED	38515773	\$85.00	10/1/2014	9/31/2015
AED	38515774	\$85.00	10/1/2014	9/31/2015
AED	38515775	\$85.00	10/1/2014	9/31/2015
AED	38515776	\$85.00	10/1/2014	9/31/2015
AED	38515777	\$85.00	10/1/2014	9/31/2015
AED	38515778	\$85.00	10/1/2014	9/31/2015
AED	38515779	\$85.00	10/1/2014	9/31/2015
AED	38515780	\$85.00	10/1/2014	9/31/2015
AED	38515781	\$85.00	10/1/2014	9/31/2015
AED	38515782	\$85.00	10/1/2014	9/31/2015
AED	38515783	\$85.00	10/1/2014	9/31/2015
AED	38515784	\$85.00	10/1/2014	9/31/2015
AED	38515785	\$85.00	10/1/2014	9/31/2015
AED	38515786	\$85.00	10/1/2014	9/31/2015
AED	38515787	\$85.00	10/1/2014	9/31/2015
AED	38515788	\$85.00	10/1/2014	9/31/2015
AED	38515789	\$85.00	10/1/2014	9/31/2015
AED	38515790	\$85.00	10/1/2014	9/31/2015
AED	38515791	\$85.00	10/1/2014	9/31/2015
AED	38515792	\$85.00	10/1/2014	9/31/2015
AED	38515793	\$85.00	10/1/2014	9/31/2015
AED	38515794	\$85.00	10/1/2014	9/31/2015
AED	38515795	\$85.00	10/1/2014	9/31/2015
AED	38515796	\$85.00	10/1/2014	9/31/2015
AED	38515797	\$85.00	10/1/2014	9/31/2015

Total \$6,035.00



**OBERMEYER BIOMEDICAL
TECHNICAL SERVICE AGREEMENT TERMS AND CONDITIONS**

OBERMEYER BIOMEDICAL

AED PERFORMANCE INSPECTION SERVICES

Inspection is to verify calibration setting in the AED output measurement is within manufactures AED product specifications.

AED PERFORMANCE INSPECTION DOCUMENTATION

Following each verification performance inspection, Obermeyer Biomedical will provide Customer with written documentation.

ELECTRODE REPLACEMENT

The customer is responsible for Electrode Replacement when the Electrode Pads expire.

BATTERY RECYCLING

AED battery's failing to meet AED Manufactures recommendations should be removed from daily operations of the AED and properly replaced in accordance to Manufactures recommendations. Obermeyer Biomedical will receive the old battery's for proper recycling. The Customer is responsible for the replacement of bad non-functioning battery's with new battery's.

ACCEPTANCE-LENGTH OF AGREEMENT

To receive the desired service, on the terms described herein, please indicate CUSTOMER's acceptance by signing this Agreement on Page 1.

SERVICE INVOICING

The cost of services performed by Obermeyer Biomedical shall be payable by Customer within thirty (30) days of Customer's receipt of Obermeyer Biomedical invoice.

TERMINATION

This agreement can be canceled by either party by giving at least thirty (90) days of the prior written notice to each other.

ACCEPTANCE-LENGTH OF AGREEMENT

To receive service, on the terms described herein, please indicate customers's acceptance by signing this Agreement indicated on Page 1 and returning a copy to Obermeyer Biomedical.

PERFORMANCE EXCLUSIONS

Service delivered by Obermeyer Biomedical here under shall be subject to and conditional upon floods, strikes, other labor disturbances (regardless of the reasonableness of the demands of labor), riots, fires, accidents, wars (present and future), embargoes, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government of any other cause (whether similar or dissimilar to the foregoing) beyond Obermeyer Biomedical's reasonable control.

SEVERABILITY OF PROVISIONS

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. All cost's and expenses incurred by the prevailing party related to this document including reasonable attorney's fees, shall be reimbursed by the other party.

GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

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CovertTrack Group, Inc.

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

(480)661-1916
greg@coverttrack.com
http://www.coverttrackgroup.com

Invoice

Date	Invoice No.
07/28/2014	8090
Terms	Due Date
Net 30	08/27/2014

Bill To
Wise County Sheriff's Office Accounts Payable P.O. Box 899 Decatur, TX 76234

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

Amount Due	Enclosed
\$1,200.00	

Please detach top portion and return with your payment.

Activity	N/E/R	PO Number
	Rate	Amount
<ul style="list-style-type: none"> • Renewal (1 Year) of Unlimited 5 Second Up Access the CovertTrack.com Mapping Product 867844001057275 • Renewal (1 Year) of Unlimited 5 Second Up the CovertTrack.com Mapping Product 09/27 867844000050651 • PLEASE NOTE: VENDOR'S CHANGE OF N. 90TH ST., STE 108B, SCOTTSDALE, AZ GELDING DR., SCOTTSDALE, AZ 85260. 	600.00	1,200.00
Total		\$1,200.00

THANK YOU for your business!
PLEASE FORWARD TO YOUR ACCOUNTS PAYABLE DEPT

NEED APPROVAL

August 6, 2014

Lori Lowe
[REDACTED]

Renew your support today for continued access to great new software features and a first rate technical support team.

Dear Stenograph Customer,

Your Case CATalyst support is about to expire. Your success as a professional is determined by a number of factors including continuous, optimal performance of your software. To ensure on-going access to valuable software updates so that you're on the most current version, as well as access to our support team, you will want to renew your annual support agreement. **When you need help, our unparalleled support team will be there for you.**

Please remember that support via telephone and email is available for the current integer version and previous integer version. Renew today to ensure you have the latest version of software.

There are various plan options available. This letter reflects your current plan and serial number(s). Multiple unit prices and STAR membership advantages have been applied where applicable. To learn more about STAR benefits and support plan options, please visit www.stenograph.com.

To complete your renewal, log in at www.stenograph.com and renew your plan online; see enclosed sheet for online instructions. You can also complete the form below and fax or mail it to us. For additional information on our various plans or to make any changes to your support plan, please call **800-323-4247, press 1 then 2**, from 7:30 a.m. to 6:00 p.m. Central time, Monday through Friday or email us at sales@stenograph.com.

Tear off bottom of this sheet to return with payment.

Customer No.: 81955	E-mail:
Name: Wise County of Texas	
Contract No. SQ098989	Agreement Dates : 10/01/14 - 09/30/15
Number & Type of Support Covered:	1 Software Support
Type of Support:	Unique Identifier:
BUSINESS HR SUPPORT	SI088527
Begin Date:	Amount:
10/01/14	619.00

Four easy ways to renew your support agreement !	
Online at www.stenograph.com	81955: SQ098989
Call 1-800-323-4247 (Credit Card Payment)	Total: 619.00
Fax to 1-630-532-5700 (Credit Card Payment)	Tax: 0.00
Mail a check in the enclosed envelope	Total Amount: 619.00

<input type="checkbox"/> Check Enclosed (Make Check for \$ 619.00 payable to Stenograph, L.L.C.)	
<input type="checkbox"/> Visa	<input type="checkbox"/> American Express
<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover
Card #. [][][][] - [][][][][][][][] -- [][][][]	
Exp. Date: [][] / [][] / [][]	
Signature: _____	Date: _____

Renewal price reflects a \$100 discount off of the contract list price. Any plan renewed after the contract or warranty expiration date will be subject to the full list price and any reactivation fees. Certain terms and conditions apply.

Your payment of this invoice indicates acceptance of and renews the terms of your Original Support Agreement.
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO REFUNDS OR CANCELLATIONS ARE ACCEPTED.

14g

NEED APPROVAL

Print Date 08/05/2014
Customer 300657104
Agreement 183112225
Page 1 of 5

METTLER TOLEDO

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
Fax (614) 438-4900
Email USSales@MT.com

www.mt.com

Acknowledgement Prepared For

Chad Davis
Wise County
PO Box 899
Decatur, TX 76234

chad.davis@co.wise.tx.us
(P) +19403897270
(F) +19406274717

Mr. Mark Schirtzinger
Specialist Inside Sales
Email : Mark.Schirtzinger@mt.com

Sold-To

Wise County
PO Box 899
Decatur, TX 76234

Ship-To

Wise County
2000 S Trinity St
Decatur, TX 76234

Bill-To

Wise County
PO Box 899
Decatur, TX 76234

METTLER TOLEDO

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
Fax (614) 438-4900
Email USSales@MT.com

www.mt.com

Service Agreement Acknowledgement

Acknowledgement Prepared For

Chad Davis
PO Box 899
Decatur, TX 76234
+19403897270

Duration

Agreement Start Date 10/01/2014
Agreement End Date 09/30/2015

Acknowledgement Print Date

08/05/2014

Permanent ID

P183077229

Sold-To

Wise County
PO Box 899
Decatur, TX 76234

Ship-To

Wise County
2000 S Trinity St
Decatur, TX 76234

Bill-To

Wise County
PO Box 899
Decatur, TX 76234

Service Description **Unit(s)** **Line Total**

Service Plan 100	2	1,149.43
Basic Preventive Maintenance		
Calibrate Local		

Total USD **1,200.14**

If you have any questions about this agreement, please contact
Mark Schirtzinger Mark.Schirtzinger@mt.com (P) (F)
m

Thank you for your Business!

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 Columbus, OH 43240-4035
 Phone (800) METTLER
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 Fax (614) 438-4900
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Service Agreement Amendment

Service Plan 100

Amendment to Service Agreement - 183112225

Target Dates	Tolerance
12/15/2014	1 Month
06/15/2015	1 Month

Service Description	Unit(s)	Line Total
101 Basic Preventive Maintenance	2	152.13
102 Calibrate Local	2	997.30
Sub-Total USD (Service Plan 100)		1,149.43

Equipment Covered

Serial Number	Description	Asset Number	Customer Location
55718805GJB1	Floor Scale		

Thank you for your Business!

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Service Agreement Acknowledgement

<u>Duration</u>	<u>Dates</u>
Agreement Start Date	10/01/2014
Agreement End Date	09/30/2015

<u>Pricing Agreements</u>	<u>Discount</u>
Break / Fix	(34.00%)
Bussi Support SVC HR	(34.00%)
Customization HR	(34.00%)
Installation HR	(34.00%)
Remote Service HR	(34.00%)
Setup and Config HR	(34.00%)
Uninstall Service HR	(34.00%)

Equipment Covered

Serial Number	Description	Asset Number	Customer Location
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Thank you for your Business!

METTLER TOLEDO

Print Date 08/05/2014
Customer 300657104
Agreement 183112225
Page 5 of 5

METTLER TOLEDO

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
Fax (614) 438-4900
Email USSales@MT.com

www.mt.com

Service Agreement Acknowledgement

Terms and Conditions

Payment Terms Due 30 Days from Invoice Date
General Conditions This order is expressly subject to the attached Exhibit A, which is incorporated herein.

Buyer Acceptance

METTLER-TOLEDO, LLC

Company Name

Signature

Signature

Name / Title

Name / Title

Date

Date

Thank you for your Business!

METTLER TOLEDO

- 1. CONTRACT** – All current and future services performed by Mettler-Toledo, LLC ("Company") for the original purchaser ("Buyer") are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer's purchase order, including Buyer's terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company's field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer's acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.
- 2. QUOTATIONS AND PUBLISHED PRICES** – Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.
- 3. TAXES** – Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.
- 4. TERMS OF PAYMENT** – Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company's sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.
- 5. CHANGES** – Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.
- 6. CANCELLATION** – Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.
- 7. GATE PASSES** – Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.
- 8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.**
- A. PARTS** – If any part provided by Company proves to be defective in material and/or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective Company, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by Company. Company has the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. Company will accept no responsibility if such part has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.
- B. SERVICE** – Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.
- C. GENERAL** – The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer/ third party supplied software or interfacing. (4) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.
- D. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY** – To correct defects Company may attempt to diagnose and resolve the defect over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution with Company. When Buyer contacts Company for warranty work, it must follow the problem determination, resolution and procedure that Company specifies. At any time following or to assist in problem determination, Company may require return of the part or product to depot for service. If Company determines on-site work is required, a service technician will be scheduled for on-site work. If Buyer gives notice of a defect to Company and requests Company for on-site work when the defect could have been remedied remotely, or if Company responds to Buyer's notice of defect and no defect is found for which Company is liable, Company shall be entitled to compensation for any work performed and costs it has incurred as a result of Buyer's request. Company encourages Buyer to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in increased response-time and additional costs to Buyer.
- 9. INDEMNITY** – Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.
- 10. REGULATORY LAWS AND OR STANDARDS** – The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep the performances of its services in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products and services are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its services will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
- 11. INTELLECTUAL PROPERTY** – The sale and performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company.
- 12. DISCLAIMER OF DAMAGES – IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.** Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.
- 13. LIMITATION OF LIABILITY** – Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.
- 14. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE** – Company will not be liable for any information, assistance or advice that, though not required to be provided to Buyer hereunder, is nevertheless provided to Buyer by employees and/or agents of Company while performing Company's obligations hereunder.
- 15. INSURANCE** – Upon request, Company shall provide evidence of insurance in accordance with its standard coverage and limits. Company does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.
- 16. TERMINATION** – Services may be terminated: (i) by Company if it determines that it is unable to perform services at the rates specified due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment. In the event Company elects not to terminate the services, it may adjust its rates for service due to the foregoing factors; (ii) by Company in the event equipment requires major repairs outside the scope of any Company contract with Buyer, and Buyer does not accept the repair estimate provided by Company pursuant to section 1 above. Following termination, any further work performed on Buyer's equipment will be on a time and materials basis only; or (iii) by either party upon 30 days prior written notice to the other party.

17. **FORCE MAJEURE** – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes, will extend the period for the performance of the obligations for the period equal to the period(s) of any such delays(s) and Buyer will not have the right to termination; provided that Company will continue to perform to the extent feasible in view of such force majeure.

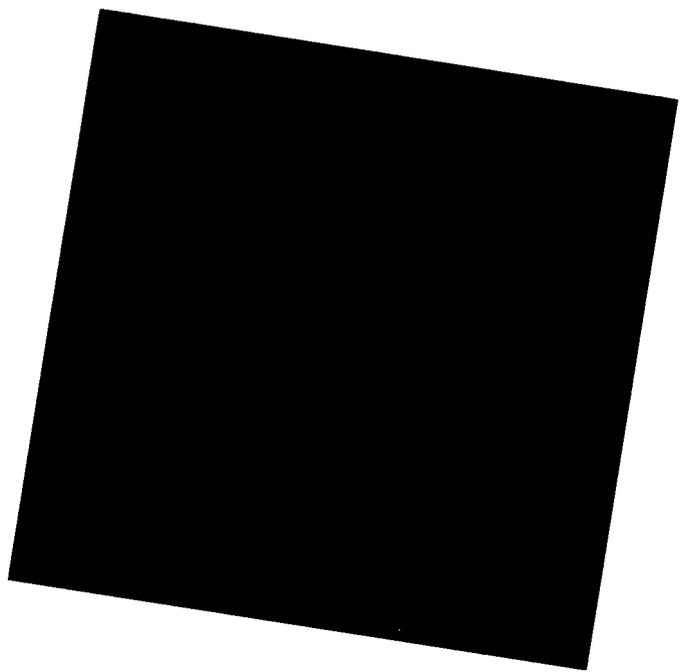
18. **INTERPRETATION** – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

19. **SURCHARGES** – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

20. **GOVERNING LAW AND PLACE OF JURISDICTION** – The legal relationship between Buyer and Company shall be governed by the laws of the State of Texas and the United States of America. Exclusive place of jurisdiction shall be Wise County, Texas. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

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NEED APPROVAL



Maintenance Agreement

This Agreement is made and entered into on this the _____ day of _____, 20__ by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and **Wise County**, hereinafter referred to as "Buyer", with it's principal place of business in Decatur, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2014 through September 30, 2015** and applies to the following application software Buyer has purchased from Seller.

Jury Selection

2. During the term of this contract Seller agrees:
 - a) To correct any errors found in the software systems.
 - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
 - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.
4. In consideration of the above mentioned services, Buyer will pay to Seller the sum of **\$6,500** by October 15, 2014 other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

by: _____
Tory Humphries, President

WISE COUNTY

by: _____
Wise County Judge

Maintenance Agreement

This Agreement is made and entered into on this the _____ day of _____, 20__ by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and **Wise County**, hereinafter referred to as "Buyer", with it's principal place of business in Decatur, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2014 through September 30, 2015** and applies to the following application software Buyer has purchased from Seller.

Tax Collections

2. During the term of this contract Seller agrees:
 - a) To correct any errors found in the software systems.
 - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
 - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.
4. In consideration of the above mentioned services, Buyer will pay to Seller the sum of **\$33,125** by January 15, 2014 other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

by: _____
Tory Humphries, President

WISE COUNTY

by: _____
Wise County Judge

Hardware Support Level 2 Maintenance Agreement

This Agreement is made and entered into on this the _____ day of _____ 20__ by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and _____ County, hereinafter referred to as "Buyer", with its principal place of business in _____, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from October 1, 20__ thru September 30, 20__ and applies to *Hardware Support Maintenance* services provided by the Seller. During the term of this contract Seller agrees to provide;

Hardware 1-800 support for the following:

- iSeries Access Installation and questions*
- RVI Installation and questions*
- NETD Online Installation and questions*
- Printer configuration to the i5 and questions*
- Assist IBM CE during Hardware/Software iSeries 400 problems
- Once a month dial-in to check for system messages and backup

*This does not cover the physical installation of PC's and/or PC operating systems.

Additionally, NET Data will provide;

- Two onsite updates for PTF's and/or OS/400 Upgrades per year
- Disaster Recovery Services (defined below)
- Free installation of i5/iSeries/400 equipment purchased from NET Data

2. Disaster Recovery Services (DRS)

A. DISASTER DEFINED. A "Disaster" is defined as any unplanned event or condition (excluding an act of terrorism) that renders the Customer unable to use their IBM iSeries/400 computer equipment.

B. EQUIPMENT. Whenever Customer declares a disaster, NET Data will provide a fully operational, re-locatable computer system equal to or better than the existing iSeries/400 configuration in use by the County.

C. ON-SITE SERVICES. NET Data will deploy two (2) representatives on-site to assist in establishing a working computer environment at the designated relocation area.

D. EQUIPMENT USAGE. The Customer may utilize the IBM iSeries/400 supplied by NET Data for up to thirty (30) calendar days or the install of the replacement iSeries/400 which ever is first.

E. AVAILABILITY. NET Data guarantees that the Customer will have the use of the IBM iSeries/400 within forty-eight (48) hours after initial notification.

F. MULTIPLE DISASTER CONSIDERATION. Customer's rights of immediate and exclusive use of NET Data's DRS, as provided herein, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster and require use of the same DRS at the same time as Customer. In this event, all Recovery Resources shall be available on a priority use basis except for those designated

by NET Data, in its reasonable discretion, as available on a shared use basis. Access to and use of NET Data's DRS during disasters shall depend upon the order in which disasters are declared. NET Data shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of \$10,000 on the first day of October of each year during the term of this contract.
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred-fifty (150) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

_____ County

By: _____
Tory Humphries, President

By: _____
Member of Governing Body

149

**State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Wise County, Texas**

CONTRACT NO. 15-C0095

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Wise County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002.

1.3. PURPOSE. County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry.

1.3.3. Provide quality local customer service as described in this Contract.

1.4. ACRONYMS, TERMS AND DEFINITIONS. The following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam *Webster's Collegiate® Dictionary*, Eleventh edition.

Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its Member(s), court order details, and payment history.
Cause Number	The identifier assigned by a court to the child support court order
CSD	Child Support Division
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts / Total receipts processed
Full-Service (FS)	A case where an individual has applied for child support services from OAG, has not declined child support services from a local rule office, or is on public assistance and an automated referral has been received from the Health and Human Services Commission (HHSC).

IV-D	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE). Also referred to as "Title IV-D".
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as "Texas Child Support Enforcement System".
Registry-Only (RO)	A case where the Texas State Disbursement Unit records and processes child support payments, but the OAG does not monitor or enforce the obligation.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or a third party who has sent a child support payment.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. TERM

2.1. This Contract shall commence on September 1, 2014 and shall terminate on August 31, 2016, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing certain confidential and/or sensitive information to County in order to perform contract services, County agrees to assume responsibility for compliance with and work closely in cooperation with OAG to ensure compliance with all applicable state and federal statutory requirements for confidentiality and information security. See the Information Protection Provisions below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Changes to Case Information (Attachment A) when an inquiry is received or member/case information is updated.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the “Timeframe Requirements” section below:

- 3.1.4.1.1. enter into the OAG Case Management System the “State Case Registry Complete” data listed in in the “State Case Registry Complete” section below;
- 3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the “Update Activities” section below, that County has obtained; and
- 3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order or the record of support documents to obtain the relevant information for entry to the OAG Case Management System or may use the “Record of Support” Form 1828 (Attachment B) that summarizes the relevant court ordered child support information, published on the OAG-CSD’s webpage, www.texasattorneygeneral.gov, under “Child Support Forms”.

3.1.4.3. State Case Registry Complete

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered “State Case Registry Complete”:

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number AND/OR Date of Birth
- Family Violence Indicator (if applicable)
- Custodial Parent’s Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number
- Start Date Of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with The “State Case Registry Complete” section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case
- Protective Orders
- Order Modification Date
- Dependent Status
- Case Closures
- Jurisdictional Transfer of Court Orders

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) County business days from the “date received” time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry’s office.

3.1.4.5.2. If a payment has been received by the SDU and a case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) County business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated “State Case Registry Complete” data and any additional data on existing Child Support Cases within three (3) County business days after receipt of the data.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the Family Violence Indicator (FVI) for Registry-Only Cases in the OAG Case Management System within three (3) County business days after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within three (3) County business days after it is filed.

3.1.4.7. County shall forward all misdirected child support payments to the SDU within one day of receipt and notify the Remitter of the correct payment address.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish the following allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

3.1.5.2.1.1. Payment Inquiry

3.1.5.2.1.2. Payment Research

3.1.5.2.1.3. Employer Payment Related Calls

3.1.5.2.1.4. OAG Payment Related Calls

3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.

3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

3.1.5.3.1.1. Respond to written inquiries within five (5) County business days after receipt.

3.1.5.3.1.2. Take action on information received within three (3) County business days after receipt.

3.1.5.3.1.3. Document allowable Customer Service Activities on the OAG Case Management System.

3.1.5.3.1.4. Return phone calls within three (3) County business days after receipt.

- 3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) County business days after receipt.
- 3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) County business days after request.
- 3.1.5.3.1.7. Provide customers with the OAG's toll free Call Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

3.2.1. This Section 3.2 is applicable only if County exchanges interface control documents ("ICD") files.

3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved. OAG will provide the following data files:

- 3.2.2.1. ICD012, Full-Service and Registry-Only Collections.
- 3.2.2.2. ICD013, Registry-Only Disbursement Data.
- 3.2.2.3. ICD015, Full-Service and Registry-Only Collection Adjustments.
- 3.2.2.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3. County may provide the following data file to OAG for processing in the OAG Case Management System:

3.2.3.1. ICD035, Local Customer Service Registry Activities.

3.2.3.1.1. At the request of OAG, County shall provide reports or other documentation sufficient to validate the Customer Service Activity submitted on the ICD035.

3.2.3.1.2. In the event of a failed transmission, or if a file is unable to be processed, County shall correct the problem and retransmit within one (1) County business day after notification by OAG.

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System, OAG procedures, or the training material will not require a contract amendment but will be documented through Controlled Correspondence.

3.3.3. OAG and County will work to establish a plan and schedule for training authorized users and implementing access to the OAG Case Management System.

3.4. ONSITE REVIEW. County shall allow OAG access to County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.4.1. OAG and County will work together to plan for the site review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

- 3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.
- 3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.
- 3.4.4.4. Child Support Orders direct child support payments to the SDU.
- 3.4.5. OAG will offer assistance with contract, statutory and operational issues.
- 3.4.6. OAG will provide training during the onsite review as needed.
- 3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. **TRAINING ON OAG CASE MANAGEMENT SYSTEM.** Any County staff performing functions under this Contract must be trained on OAG Case Management System. Classroom Training on OAG Case Management System will be scheduled upon request from County by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR NON-PERFORMANCE

4.1. Failure of County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to County in writing by the OAG Contract Manager. If County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days after the date County received the written finding of unsatisfactory performance. The written dispute must detail why County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and County shall have waived its right to dispute the finding.

4.2. If OAG determines that the finding of unsatisfactory performance is valid, County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

4.2.1. If County does not return to satisfactory status within four months after receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory

status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to County were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Seven Thousand Dollars and No Cents (\$7,000.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. FEDERAL SHARE.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. STATE CASE REGISTRY.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is \$12.77.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is \$4.06.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the sum of (1) the product of (a) the number of State Case Registry Complete activities during the calendar month multiplied by (b) the State Case Registry Complete Fee, plus (2) the product of (a) the number of State Case Registry Complete Updates during the calendar month multiplied by (b) the State Case Registry Complete Update Fee.

Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$12.77) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.06)] \times \text{Federal Share} = \text{OAG Liability.}$$

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of the product of (1) the difference of (a) the sum of (i) the number of inquiries on Full-Service Child Support Cases handled by County personnel during the calendar month, plus (ii) the number of inquiries on Registry-Only Child Support Cases handled by County personnel during the calendar month, minus (b) the product of (i) the number of Registry-Only Cases handled by County personnel during the calendar month multiplied by (ii) the Federal Disallowance Percentage, multiplied by (2) a per inquiry fee of \$4.18. For purpose of reference only the Federal Disallowance Percentage for SFY 2013 annualized is 21.80%.

Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

$$[(\text{Calendar Month IV-D Inquiries Handled by County Personnel} + \text{Calendar Month Registry-Only Inquiries Handled by County Personnel}) - (\text{Calendar Month Registry-Only Inquiries} \times \text{Federal Disallowance Percentage})] \times \$4.18 \times \text{Federal Share} = \text{OAG Liability.}$$

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

OAG Contract Manager, State Case Registry and Local Customer Service
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. County agrees to cooperate fully in the conduct of the audit or investigation. County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General

of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through County and the requirement to cooperate in the conduct of such audit or investigation shall in included in all subcontracts.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled

Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

Controlled Correspondence documents shall be maintained by both parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Brenda Rowe (or successor in office)
Wise County District Clerk
P.O. Box 308
Decatur, TX 76234-0308

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Charles Smith (or successor in office)
Deputy for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Martha Fitzwater Pigott (or successor in office)
Managing Attorney, Legal Counsel Section
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Allen Broussard (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email: allen.broussard@texasattorneygeneral.gov
Phone: (512) 460-6373

Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office or Local Registry's office as County Contract Manager. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING. County shall not subcontract any portion of the IV-D services to be performed under this Contract without the prior written approval of the OAG. All subcontracts, if any, entered into by County shall be written and competitively advertised. Any subcontract entered into by County shall be subject to the requirements of this Contract. County agrees to be responsible to OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its performance. County understands and acknowledges that OAG is in no manner liable to any subcontractor of County.

6.5. NO ASSIGNMENT BY COUNTY. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE OR ABUSE. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

6.6.1.1.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

6.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

6.6.1.1.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.7. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.2.7, Physical Security, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications. The OAG Contract Manager shall provide direction to the County regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion.

7.1.5.1. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract. County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 12-2013) and Attachment C to this Contract: "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information").

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months after contract award, County and OAG shall develop, and mutually agreed upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

- (i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- (ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
- (iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

- (iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment D).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall (in accordance with the detailed retention schedule agreed to by County and OAG under Section 2.5.1 above) either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days after contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG Systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media.

Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days after the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4, and shall be consistent with Section 4.7, "Telework Locations" and Section 9.3.11.9, "Alternate Worksite (PE-17)" of IRS Publication 1075 (Rev. 12-2013).

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- (i) Independent oversight of systems administrators and programmers;
- (ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
- (iii) Authentication of users to the operating system and application software programs;
- (iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- (v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- (vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- (vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- (viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.3.4. Encryption.

7.3.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.3.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in Section 9.3.6.7, "Information System Backup (CP-9)" of IRS Publication 1075 (Rev. 12-2013) and Attachment C entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

7.4. SECURITY AUDIT.

7.4.1. Right to Audit, Investigate and Inspect.

7.4.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

- (i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;
- (ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;
- (iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.4.1.1.1. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.4.1.2. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.4.1.3. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.5. SECURITY INCIDENTS.

7.5.1. Response to Security Incidents.

7.5.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

- (i) Initial responders
- (ii) Containment
- (iii) Management Notification
- (iv) Documentation of Response Actions
- (v) Expedient confirmation of system integrity
- (vi) Collection of audit trails and similar evidence
- (vii) Cause analysis
- (viii) Damage analysis and mitigation
- (ix) Internal Reporting Responsibility
- (x) External Reporting Responsibility
- (xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment E is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

7.5.2. Notice.

7.5.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken. County must also notify the Treasury Inspector General for Tax Administration in Dallas by phone (713-209-3711). If unable to contact the Dallas office, contact the National Office at Hotline Number: 800-589-3718.

7.5.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment F) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.5.2.3. Each day thereafter until the investigation is complete, County shall:

- (i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
- (ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.5.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.5.3. Final Report.

7.5.3.1. Within five (5) business days after completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.5.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.5.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.5.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.5.4. Independent Right to Investigate.

7.5.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.6. REMEDIAL ACTION.

7.6.1. Remedies Not Exclusive and Injunctive Relief.

7.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.6.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.6.2. Notice and Compensation to Third Parties.

7.6.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.6.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

- (i) A brief description of what happened;

- (ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- (iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- (iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- (v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.6.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.6.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.7. COMMENCEMENT OF LEGAL ACTION.

7.7.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. DISCRETIONARY TERMINATION. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR DEFAULT. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. Change in Federal or State Requirements. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. Rights Upon Termination. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. Survival of Terms. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law, Policy and Procedure. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the IV-D program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of three years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as Attachment G and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be 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 OAG.

County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. Background Reviews.

10.5.1. By entering into this contract, County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six months prior to County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions. OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. **No County Agent who has been convicted of a felony for crimes involving violence, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.**

10.5.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.3. Within ten (10) business days after County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the Contract;
- Date of Birth;
- Driver License Number;
- Social Security number; and,
- Criminal Offense convictions, if any.

10.5.4. County shall provide an updated list to OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify OAG whenever a County Agent is to assume a new responsibility with regard to the performance of contract associated service.

10.5.5. No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities. This prohibition pertains to performance of contract associated service and is not intended to preclude County from continuing to engage County Agent's services for non-contract associated service.

10.5.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than 30 calendar days after the date of the arrest. Within one business day after receipt County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Wise County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

- 10.12.1. Attachment A: OAG Procedures For Changes to Case Information
- 10.12.2. Attachment B: Record of Support, Form 1828
- 10.12.3. Attachment C: IRS Publication 1075 (Rev.12-2013)
- 10.12.4. Attachment D: Certificate of Destruction for Counties and Vendors
- 10.12.5. Attachment E: County's Incident Response Plan
- 10.12.6. Attachment F: Security Incident Report
- 10.12.7. Attachment G: Certification Regarding Lobbying

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

WISE COUNTY

Charles Smith
Deputy for Child Support (IV-D Director)

The Honorable Bill McElhaney
County Judge, Wise County

**OAG Procedures
For
Changes to Case Information**

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Record of Support

ATTACHMENT B

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872 or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

County Name: _____ AG Case Number: _____
Court Number: _____ Order Type: New Order Modified Order
Cause Number: _____ Payment location: SDU County Other _____
Order Sign Date: _____ Date of Hearing: _____

Family Violence Protection (FV) (Check if individual is a victim of family violence)
Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Family Violence Protection (FV) (Check if individual is a victim of family violence)
Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Attach additional forms if there are more children for this cause

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Form prepared by: _____ Phone: _____ Date: _____

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's responsible employees
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns or return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this

contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure* and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

<p>Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf</p>			
Contact Name	Title	Company Name and Address	Phone
<p>You may attach an inventory of the media if needed for bulk media disposition or destruction.</p>			
Media Type		Media Title / Document Name	
<input type="checkbox"/> HARD COPY	<input type="checkbox"/> ELECTRONIC		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number		OAG Item Number	Make / Model
			Serial Number
Item Sanitization	<input type="checkbox"/> CLEAR	Who Completed?	Who Verified?
	<input type="checkbox"/> PURGE	Phone	Phone
	<input type="checkbox"/> DESTROY	DATE Completed	
Sanitization Method and/or Product Used →			
Final Disposition of Media	<input type="checkbox"/> Reused Internally	<input type="checkbox"/>	Destruction / Disposal
	<input type="checkbox"/> Reused Externally	<input type="checkbox"/>	Returned to Manufacturer
	<input type="checkbox"/> Other:		
<u>Comments:</u>			
<p align="center">If any OAG Data is retained, indicate the type of storage media, physical locations(s), and any planned destruction date.</p>			
Description of OAG Data Retained and Retention Requirements:			
Proposed method of destruction for OAG approval:		Type of storage media?	
		Physical location?	
		Planned destruction date?	
<p>Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.</p> <p>Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.</p>			
Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
 OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for **federal tax information (FTI)**. These guidelines are also required for sensitive or confidential information that may include **personally identifiable information (PII)** or **protected health information (PHI)**. **NIST 800-88, Appendix A** contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Information Security Officer 512-460-6764
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

**Wise County
Incident Response Plan**

Adopted Date: _____

OVERVIEW

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

INCIDENT RESPONSE TEAM

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

INCIDENT RESPONSE TEAM ROLES AND RESPONSIBILITIES

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	<ul style="list-style-type: none"> • Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	<ul style="list-style-type: none"> • Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team
Information Privacy Office	<ul style="list-style-type: none"> • Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	<ul style="list-style-type: none"> • Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	<ul style="list-style-type: none"> • Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	<ul style="list-style-type: none"> • Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	<ul style="list-style-type: none"> • Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Prepare Incident Eradication Report and forward to County CISO

INCIDENT CONTACT LIST

1.1. OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Willie Harvey	512-936-1320	willie.harvey@texasattorneygeneral.gov
OAG Contract Manager	Allen Broussard	512-460-6373	allen.broussard@texasattorneygeneral.gov

1.2. County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	RANDY JOY (940)	926-2055	randy.joy@co.wise.tx.us
County Contract Manager	THOMAS ABERG (940)	398-1501	thomasaberger@co.wise.tx.us
Information Technology Operations Center	RANDY JOY (940)	926-2055	randy.joy@co.wise.tx.us
Information Privacy Office	BRENDA ROWE (940)	921-5535	districtclerk@co.wise.tx.us
Network Architecture	RANDY JOY (940)	926-2055	randy.joy@co.wise.tx.us
Operating Systems Architecture	RANDY JOY (940)	926-2055	randy.joy@co.wise.tx.us
Business Applications	RANDY JOY (940)	926-2055	randy.joy@co.wise.tx.us
Internal Auditing	RANDY JOY (940)	926-2055	randy.joy@co.wise.tx.us



SECURITY INCIDENT REPORT For Contractors or Vendors

Willie Harvey, CISSP
 OAG-CS Information Security Officer
willie.harvey@texasattorneygeneral.gov
 Office (512) 460-6764
 Fax (512) 460-6850

**To immediately report an incident
please contact:**

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

Contractor Information			
Company Name:			
Full Name:			
Job Title:			
Division or office:			
Work phone:			
Mobile phone:			
E-mail address:			
Fax number:			
<i>Additional contact information: (e.g., subject matter experts; incident response team members)</i>			
Area of Specialty	Name	Email	Phone #



SECURITY INCIDENT REPORT For Contractors or Vendors

2. Type of Incident (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Account compromise (e.g., lost password) | <input type="checkbox"/> Social engineering (e.g., phishing, scams) |
| <input type="checkbox"/> Denial of service (including distributed) | <input type="checkbox"/> Technical vulnerability (e.g., 0-day attacks) |
| <input type="checkbox"/> Malicious code (e.g., virus, worm, Trojan) | <input type="checkbox"/> Theft/loss of equipment/media/document |
| <input type="checkbox"/> Misuse of systems (e.g., acceptable use) | <input type="checkbox"/> Unauthorized access (e.g., systems, devices) |
| <input type="checkbox"/> Reconnaissance (e.g., scanning, probing) | <input type="checkbox"/> Unknown/Other (Please describe below) |

Description of incident:

3. Scope of the Incident

- Critical (e.g., affects public safety or Federal/State/Individual confidential or private information)
- High (e.g., affects Contractor's entire network or critical business or mission systems)
- Medium (e.g., affects Contractor's network infrastructure, servers, or admin accounts)
- Low (e.g., affects Contractor's workstations or standard user accounts only)
- Unknown/Other (Please describe below)

Estimated number of systems affected:
(e.g., workstations, servers, mainframes, applications, switches, routers)

Estimated number of users and/or customers affected:

Third-parties involved or affected:
(e.g., vendors, contractors, partners)

Additional scope information:

4. Impact of Incident (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Loss of access to services | <input type="checkbox"/> Propagation to other networks |
| <input type="checkbox"/> Loss of productivity | <input type="checkbox"/> Unauthorized disclosure of data/information |
| <input type="checkbox"/> Loss of revenue | <input type="checkbox"/> Unauthorized modification of data/information |
| <input type="checkbox"/> Loss of reputation | <input type="checkbox"/> Unknown/Other (Please describe below) |

Estimated total cost incurred:
(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)



SECURITY INCIDENT REPORT For Contractors or Vendors

Additional impact information:

Inventory of Affected Data/Information

- | | |
|---|--|
| <input type="checkbox"/> Confidential/Sensitive/IRS data/info | <input type="checkbox"/> Personally identifiable information (PII/PHI) |
| <input type="checkbox"/> Financial data/info | <input type="checkbox"/> Intellectual property/copyrighted data/info |
| <input type="checkbox"/> Non-sensitive data/info | <input type="checkbox"/> Critical infrastructure/Key resources |
| <input type="checkbox"/> Publicly available data/info | <input type="checkbox"/> Unknown/Other (Please describe below) |

Quantity of data/information affected:
(e.g., file sizes, number of records)

Describe the data and/or information that may have been compromised:

Number of Affected Users and Customers

Number of affected Users		Number of affected Customers	
User Name	User Job Title	System access levels or rights of affected users: (e.g., regular user, domain administrator, root)	

Additional User and/or Customer details:

System Details by Impact

Attack sources (e.g., IP address, port):	
Attack destinations (e.g., IP address, port):	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: (e.g., web server, domain controller)	
Operating systems of affected systems: (e.g., version, service pack, configuration)	
Patch level of affected systems: (e.g., latest patches loaded, hotfixes)	
Security software loaded on affect systems:	



**SECURITY INCIDENT REPORT
For Contractors or Vendors**

<i>(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)</i>	
Physical location of affected systems: <i>(e.g., state, city, building, room, desk)</i>	
Additional system details:	

Remediation of Incident	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: <i>(e.g., perform vulnerability scan, code review, system tests)</i>	
Actions planned by Contractor to prevent similar incidents: <i>(provide timeline)</i>	
Additional remediation details:	

Timeline of Incident	
a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: <i>(estimation if exact date and time unknown)</i>	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: <i>(use whichever date and time is later)</i>	
d. Elapsed time between the incident and discovery: <i>(e.g., difference between a. and b. above)</i>	
e. Elapsed time between the discovery and restoration: <i>(e.g., difference between a. and c. above)</i>	



**SECURITY INCIDENT REPORT
For Contractors or Vendors**

Detailed incident timeline:

Date	Time	Event/Action/Comment

Please submit the completed form, attachments and all updates to:

Willie Harvey, CISSP
OAG-CS Information Security Officer
Mail Code 033-1
5500 E. Oltorf : P.O. Box 12017
Austin, TX 78741 : Austin, TX 78711-2017
Office (512) 460-6764
Fax (512) 460-6850
willie.harvey@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400 (Dallas).**

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes, or Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

CERTIFICATION REGARDING LOBBYING

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 employee of an agency, a Member of Congress, an office 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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 sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)

NEED APPROVAL

Print Date 08/05/2014
Customer 300657104
Agreement 183112226
Page 1 of 6

METTLER TOLEDO

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
Fax (614) 438-4900
Email USSales@MT.com

www.mt.com

Acknowledgement Prepared For

Chad Davis
Wise County
PO Box 899
Decatur, TX 76234

chad.davis@co.wise.tx.us
(P) +19403897270
(F) +19406274717

Mr. Mark Schirtzinger
Specialist Inside Sales
Email : Mark.Schirtzinger@mt.com

Sold-To

Wise County
PO Box 899
Decatur, TX 76234

Ship-To

Wise County
S Hwy 14
Bridgeport, TX 76426

Bill-To

Wise County
PO Box 899
Decatur, TX 76234

METTLER TOLEDO

Print Date 08/05/2014
 Customer 300657104
 Agreement 183112226
 Page 2 of 6

METTLER TOLEDO

Address 1900 Palaris Parkway
 Columbus, OH 43240-4035
 Phone (800) METTLER
 (800) 638-8537
 Fax (614) 438-4900
 Email USSales@MT.com

www.mt.com

Service Agreement Acknowledgement

Acknowledgement Prepared For

Chad Davis
 PO Box 899
 Decatur, TX 76234
 +19403897270

Duration
 Agreement Start Date 10/01/2014
 Agreement End Date 09/30/2015

Acknowledgement Print Date
 08/05/2014

Permanent ID
 P183077271

Sold-To
 Wise County
 PO Box 899
 Decatur, TX 76234

Ship-To
 Wise County
 S Hwy 14
 Bridgeport, TX 76426

Bill-To
 Wise County
 PO Box 899
 Decatur, TX 76234

Service Description	Visit(s)	Line Total
Service Plan 100	2	1,297.51
Basic Preventive Maintenance		
Calibrate Local		
Service Plan 200	2	57.24
Basic Preventive Maintenance		
Service Plan 300		
SVC Price Agreement		
Total USD		1,354.75

If you have any questions about this agreement, please contact
 Mark Schirtzinger Mark.Schirtzinger@mt.com (P) (F)
 m

Thank you for your Business!

METTLER TOLEDO

Print Date 08/05/2014
Customer 300657104
Agreement 183112226
Page 3 of 6

METTLER TOLEDO

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Service Agreement Amendement

Service Plan 100

Amendement to Service Agreement - 183112226

<u>Target Dates</u>	<u>Tolerance</u>
12/01/2014	1 Month
06/01/2015	1 Month

<u>Service Description</u>	<u>Visit(s)</u>	<u>Line Total</u>
101 Basic Preventive Maintenance	2	171.73
102 Calibrate Local	2	1,125.78
Sub-Total USD (Service Plan 100)		1,297.51

Equipment Covered

<u>Serial Number</u>	<u>Description</u>	<u>Asset Number</u>	<u>Customer Location</u>
036173995JKB1	FLOOR SCALE		

Thank you for your Business!

METTLER TOLEDO

Print Date 08/05/2014
Customer 300657104
Agreement 183112226
Page 4 of 6

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Service Agreement Amendment

Service Plan 200

Amendment to Service Agreement - 183112226

<u>Target Dates</u>	<u>Tolerance</u>
12/01/2014	1 Month
06/01/2015	1 Month

<u>Service Description</u>	<u>Visit(s)</u>	<u>Line Total</u>
201 Basic Preventive Maintenance	2	57.24
Sub-Total USD (Service Plan 200)		57.24

Equipment Covered

<u>Serial Number</u>	<u>Description</u>	<u>Asset Number</u>	<u>Customer Location</u>
36173995JK	IND780		

Thank you for your Business!

METTLER TOLEDO

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www.mt.com

Service Agreement Acknowledgement

Service Plan 300

<u>Duration</u>	<u>Dates</u>
Agreement Start Date	10/01/2014
Agreement End Date	09/30/2015

<u>Pricing Agreements</u>	<u>Discount</u>
---------------------------	-----------------

Equipment Covered

For details on the equipment covered by this price agreement please contact your Mettler Toledo representative.

Thank you for your Business!

METTLER TOLEDO

Print Date 08/05/2014
Customer 300657104
Agreement 183112226
Page 6 of 6

METTLER TOLEDO

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(800) 638-8537
Fax (614) 438-4900
Email USSales@MT.com

www.mt.com

Service Agreement Acknowledgement

Terms and Conditions

Payment Terms Due 30 Days from Invoice Date
General Conditions This order is expressly subject to the attached Exhibit A, which is incorporated herein.

Buyer Acceptance

METTLER-TOLEDO, LLC

Company Name

Signature

Signature

Name / Title

Name / Title

Date

Date

Thank you for your Business!

METTLER TOLEDO

1. CONTRACT – All current and future services performed by Mettler-Toledo, LLC ("Company") for the original purchaser ("Buyer") are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer's purchase order, including Buyer's terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company's field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer's acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

2. QUOTATIONS AND PUBLISHED PRICES – Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.

3. TAXES – Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

4. TERMS OF PAYMENT – Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company's sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

5. CHANGES – Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

6. CANCELLATION – Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.

7. GATE PASSES – Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.

8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.

A. PARTS – If any part provided by Company proves to be defective in material and/or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective Company, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by Company. Company has the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. Company will accept no responsibility if such part has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.

B. SERVICE – Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.

C. GENERAL – The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer/ third party supplied software or interfacing. (4) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.

D. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY – To correct defects Company may attempt to diagnose and resolve the defect over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution with Company. When Buyer contacts Company for warranty work, it must follow the problem determination, resolution and procedure that Company specifies. At any time following or to assist in problem determination, Company may require return of the part or product to depot for service. If Company determines on-site work is required, a service technician will be scheduled for on-site work. If Buyer gives notice of a defect to Company and requests Company for on-site work when the defect could have been remedied remotely, or if Company responds to Buyer's notice of defect and no defect is found for which Company is liable, Company shall be entitled to compensation for any work performed and costs it has incurred as a result of Buyer's request. Company encourages Buyer to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in increased response-time and additional costs to Buyer.

9. INDEMNITY – Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.

10. REGULATORY LAWS AND OR STANDARDS – The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep the performances of its services in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products and services are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its services will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

11. INTELLECTUAL PROPERTY – The sale and performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company.

12. DISCLAIMER OF DAMAGES – IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.

13. LIMITATION OF LIABILITY – Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

14. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – Company will not be liable for any information, assistance or advice that, though not required to be provided to Buyer hereunder, is nevertheless provided to Buyer by employees and/or agents of Company while performing Company's obligations hereunder.

15. INSURANCE – Upon request, Company shall provide evidence of insurance in accordance with its standard coverage and limits. Company does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.

16. TERMINATION – Services may be terminated: (i) by Company if it determines that it is unable to perform services at the rates specified due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment. In the event Company elects not to terminate the services, it may adjust its rates for service due to the foregoing factors; (ii) by Company in the event equipment requires major repairs outside the scope of any Company contract with Buyer, and Buyer does not accept the repair estimate provided by Company pursuant to section 1 above. Following termination, any further work performed on Buyer's equipment will be on a time and materials basis only; or (iii) by either party upon 30 days prior written notice to the other party.

17. FORCE MAJEURE – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes, will extend the period for the performance of the obligations for the period equal to the period(s) of any such delays(s) and Buyer will not have the right to termination; provided that Company will continue to perform to the extent feasible in view of such force majeure.

18. INTERPRETATION – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

19. SURCHARGES – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

20. GOVERNING LAW AND PLACE OF JURISDICTION – The legal relationship between Buyer and Company shall be governed by the laws of the State of Texas and the United States of America. Exclusive place of jurisdiction shall be Wise County, Texas. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

14g

NEED APPROVAL

AGREEMENT FOR MEDICAL SERVICES

THE STATE OF TEXAS §

COUNTY OF WISE §

FY 2014-2015

THIS AGREEMENT made and entered by and between **WISE COUNTY**, a governmental body, hereinafter referred to as the "County" and the **Alvord Medical Clinic, P.A.**, a professional association composed of two or more physicians located at 115 E. Bypass 287, Suite A, Alvord, Wise County, Texas 76225, hereinafter referred to as the "Doctor".

WITNESSETH

WHEREAS, The County is in need of a physician to provide medical services at the County Jail, hereinafter referred to as the "Jail";

WHEREAS, The Doctor is willing to provide medical services at the Jail for inmate patients and the County Sheriff's Office personnel; and

WHEREAS, The Doctor represents that at least two (2) employees of the Doctor will at all times during the term of this contract maintain any and all licenses, permits or rights to practice medicine in the State of Texas and prescribe any controlled substance in the State of Texas;

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

DOCTOR'S OBLIGATIONS

The **DOCTOR** is to perform the following medical services, to be provided during a minimum of eight (8) hours per week on site at the Jail:

- (a) Serve as Medical Director for the County Jail. Such duties shall include but are not limited to: patient intake and screening, needs assessment, and referral to appropriate medical or psychiatric providers. The Doctor will direct medical needs and services of the jail to assure compliance with jail regulations; and
- (b) Provide the following: a nurse practitioner, physician's assistant or a physician and, at the discretion of the doctor, a nursing assistant for a half day clinic to staff the Jail clinic and examine and prescribe treatments for inmate patients. The half day clinic shall be provided to days per calendar week as agreed upon by the parties. The Doctor shall not provide laboratory or x-ray services under this agreement; if they are deemed medically necessary they must be obtained from other parties. Services are limited to such procedures as the Doctor can routinely perform at the medical clinic; and
- (c) Conduct necessary for tuberculosis screening and testing for inmates and the County Sheriff's personnel; and
- (d) Review the Jail's Medical Services Plan for inmate healthcare as requested by the County Sheriff or his designee; and
- (e) Maintain patient records of examinations and treatment; and

COUNTY'S OBLIGATION

The COUNTY shall provide:

- (a) Furnish facilities, examining rooms, equipment, expendable medications, and supplies necessary for the Doctor to perform medical services at the Jail; and
- (b) Provide supplies for permanent examination charts, work records, and necessary filing cabinets to keep records for all patients examined and/or tested by the Doctor. Such records shall be the property of the County and will be kept at the Jail.
- (c) Provide appropriate personnel to escort any inmate patients while being examined or treated by the Doctor at the jail;
- (d) Shackle the inmate patient if requested by the Doctor.

TERM AND TERMINATION

The term of this agreement shall commence October 1, 2014 and end on September 30, 2015, subjecting to the budgeting process of the County for the fiscal year 2014 -2015. Notwithstanding the above, either the County Commissioners Court or the Doctor may terminate this Agreement without cause prior to the expiration of the term of this agreement upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of this termination, the Doctor shall submit his termination statement for the month in which the termination occurs in the manner set out above for monthly statements.

CONSIDERATION

The County agrees to pay the Doctor at the rate of \$8800.00 per month for the services provided in this agreement. This amount will be payable on or before the fifteenth (15th) day of each month. The County will not pay mileage, transportation, meals or other incidentals. The Doctor shall submit to the County Auditor, a billing for each calendar month. The Doctor's billing shall be submitted and processed in the same manner as any other bill owed by the County.

NONAPPROPRATION CLAUSE

If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the County shall promptly give notice of the nonappropriation of funds. The County shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

LIABILITY INSURANCE

The Doctor shall provide and maintain a liability policy to cover the Doctor's services rendered on behalf of the Jail. The Doctor shall have sole and complete responsibility and expense for providing and maintain coverage. The County Judge or his designee shall be provided with a certificate of coverage for such insurance and the County shall be included as an additional insured.

LEVEL OF SERVICE

- (a) The Doctor agrees to perform his duties in accordance with generally accepted standards and shall use that degree of care and skill to comply with all applicable federal, state, and local laws, regulations, rules and ordinances now in force or that may hereinafter be enacted or promulgated.
- (b) Both parties are familiar with the provisions contained in the Texas Constitution Article IX section 4 and 13, and agree that the services provided by the Doctor will conform to these constitutional provisions.
- (c) Any inmate requiring emergency care shall be treated in an emergency facility, not by the Doctor.
- (d) The Doctor reserves the right to decline to provide a jail inmate with any form of treatment that, in the opinion of the Doctor, is inappropriate for the patient.
- (e) The Doctor shall never be "on-call" for services, but only responsible to provide care while on the premises of the Jail. While on duty at the Jail, the Doctor shall never be "on call" to provide services to any other party.
- (f) It is understood that the Doctor will not be able to prescribe any medication required in triplicate form by the United States Drug Enforcement Agency.

INVESTGATIONS AND LICENSE STATUS

The Doctor expressly agrees to inform the County, in writing, of any pending or past investigation of the Doctor conducted by or on behalf of the Texas Board of Medical Examiners. If at any time the Doctor's license is suspended or revoked, this agreement will terminate effective the date of the suspension or revocation, and the Doctor shall submit a formal statement requesting payment for the month in which the termination occurs in the manner set out above for monthly statements. The Doctor shall not be entitled to receive payment for services that were performed while the Doctor's license was suspended or revoked.

NOTICES

Any notice permitted or required to be given to the Doctor by the County may be given by facsimile to (940) 627-7597 or via certified, United States Mail, return receipt requested, postage prepaid, addressed to the Doctor at:

Wise County Medical
1001 Eagle Dr.
Decatur, Texas 76234

Any notice permitted or required to be given by the Doctor to the County may be given by facsimile to (940) 627-6926 or via certified, United States Mail, return receipt requested, postage prepaid, addressed to the County at:

Wise County Commissioners Court
Attention: County Judge
P.O. Box 393
Decatur, Texas 76234

Any notice given via facsimile shall be deemed given and complete upon receipt. Any notice via mail shall be deemed given and completed upon deposit in the United States Mail.

INDEPENDENT CONTRACTOR

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

THIRD PARTY BENEFICIARIES

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

INDEMNIFICATION

THE DOCTOR SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE DOCTOR, HIS AGENTS, EMPLOYEES OR CONTRACTORS PERFORMED UNDER THIS AGREEMENT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE DOCTOR OR HIS AGENTS, EMPLOYEES OR CONTRACTORS. THE DOCTOR SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY'S FEES THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF ANY ACTIVITY BY THE DOCTOR, HIS AGENTS, EMPLOYEES OR CONTRACTORS.

WITH RESPECT TO THE DOCTOR'S INDEMNITY OBLIGATION SET FORTH IN ABOVE, THE DOCTOR SHALL HAVE NO DUTY TO INDEMNIFY FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE COUNTY.

MALPRACTICE INSURANCE

During the term of this Agreement, The Doctor agrees to maintain a medical malpractice insurance policy with limits in the amount of \$100,000.00 per occurrence/incident and \$300,000.00 in the aggregate. Evidence of such coverage shall be submitted to the County at such times as this agreement is effective. The policy shall include a thirty (30) day advance notice provision to the County in the event said coverage expires or terminates.

MISCELLANEOUS PROVISIONS

- (a) This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
- (b) If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.
- (c) The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- (d) The Doctor agrees to retain control to the obligations of this Agreement, further that this Agreement will not be assigned or sublet without the prior written consent of the County.
- (e) This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this _____ day of _____, 2014.

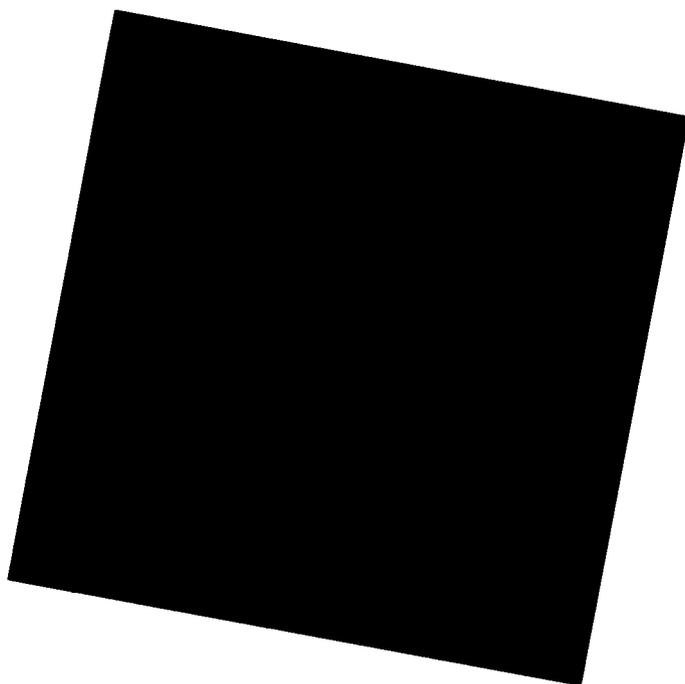
ALVORD MEDICAL CLINIC, P.A.

WISE COUNTY TEXAS

Bill McElhaney, County Judge

14g

NEED APPROVAL



Donn Duren

Remittance Address:

PO Box 93308

Chicago, IL 60673-3308

Account Rep: Heidi McGregor

Date: 8/5/2014

Exhibit A

PRO-CARE SUBMITTED

Account Number: 923381
 Account Name: Wise County EMS
 Account Address: 1101 W Rose Ave
 City, State Zip: Decatur, TX 76234

Name: Charles Dillard
 Title: EMS
 Phone: 940-624-2002
 Email: cdillard@ems.co.wise.tx.us

PRO-CARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Annual Price	Total
1	6500	Power-PRO XT	EMS PLT	4	1	\$2,696.00	\$2,696.00
2	6500	Power-PRO XT	EMS Protect +	4	1	\$4,972.00	\$4,972.00

PROGRAM INCLUDES

EMS Protect +:
 Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, SMRT battery replacement & product repair documentation. Replacement parts do not include mattresses, and other disposable or expendable parts.

EMS PLT:
 Includes parts, labor, and travel.

	ProCare Total	\$7,668.00
	Discount	10%
	FINAL TOTAL	\$6,901.20

Start Date: 10/1/2014
 End Date: 9/30/2015

 Stryker Signature

 Customer Signature

 Date Accepted

 Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number
1	6500	051239746
2	6500	060540042
3	6500	060540043
4	6500	070841471
5	6500	080139598
6	6500	081139551
7	6500	090740298
8	6500	110540116

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, a division of Stryker Corporation, hereinafter referred to as Stryker, and Wise County EMS, hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. COVERAGE AND TERM

The product service plan coverage, term, start date, and price of the Service Plan appear on the Service Agreement attached and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the "Equipment").

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, your payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

6. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

7. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

8. OPERATION MAINTENANCE

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

9. SERVICE PLAN WARRANTY AND LIMITATIONS

During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinabove described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker.

10. WAIVER EXCLUSIONS

No failure to exercise, and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

11. LIMITATION OF LIABILITY

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the sole negligence of Stryker as determined by a court of law.

12. TERMINATION

The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

13. FORCE MAJEURE

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

14. INDEMNIFICATION

Stryker shall indemnify and hold Customer harmless from any loss, damage, cost or expense that Customer may incur by reason of or arising out of (1) any injury (including death) to any person arising from Stryker's providing services pursuant to this Agreement, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence or willful misconduct or omissions by Stryker or Stryker's employees agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified, altered or repaired by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.

15. INSURANCE REQUIREMENTS

Stryker shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of \$1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program crafted by Stryker and reasonably accepted by Customer.

16. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

17. COMPLIANCE

To the extent required by law the following provision applies: Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

18. HIPAA

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent Stryker in the future becomes a business associate of Customer, the parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

19. ASSIGNMENT

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.

20. SEVERABILITY OF PROVISIONS

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

21. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

Donn Duren

Remittance Address:

PO Box 93308

Chicago, IL 60673-3308

Account Rep: Heidi McGregor

Date: 8/5/2014

Exhibit A

Account Number: 923381
 Account Name: Wise County EMS
 Account Address: 1101 W Rose Ave
 City, State Zip: Decatur, TX 76234

Name: Charles Dillard
 Title: EMS
 Phone: 940-624-2002
 Email: crdillard@ems.co.wise.tx.us

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Annual Price	Total
1	6500	Power-PRO XT	EMS PLT	4	1	\$2,696.00	\$2,696.00
2	6500	Power-PRO XT	EMS Protect +	4	1	\$4,972.00	\$4,972.00

EMS Protect +:

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, SMRT battery replacement & product repair documentation. Replacement parts do not include mattresses, and other disposable or expendable parts.

EMS PLT:

Includes parts, labor, and travel.

	ProCare Total	\$7,668.00
	Discount	10%
	FINAL TOTAL	\$6,901.20

Start Date: 10/1/2014

End Date: 9/30/2015

Stryker Signature

Customer Signature

Date Accepted

Purchase Order Number (MUST INCLUDE HARD COPY)

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.

Item No.	Model	Serial Number
1	6500	051239746
2	6500	060540042
3	6500	060540043
4	6500	070841471
5	6500	080139598
6	6500	081139551
7	6500	090740298
8	6500	110540116

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, a division of Stryker Corporation, hereinafter referred to as Stryker, and Wise County EMS, hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. COVERAGE AND TERM

The product service plan coverage, term, start date, and price of the Service Plan appear on the Service Agreement attached and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the "Equipment").

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, prices, or Equipment, Stryker may amend this Agreement.

5. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, your payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

6. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

7. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

8. OPERATION MAINTENANCE

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

9. SERVICE PLAN WARRANTY AND LIMITATIONS

During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinabove described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker.

10. WAIVER EXCLUSIONS

No failure to exercise, and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

11. LIMITATION OF LIABILITY

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the sole negligence of Stryker as determined by a court of law.

12. TERMINATION

The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

13. FORCE MAJEURE

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

14. INDEMNIFICATION

Stryker shall indemnify and hold Customer harmless from any loss, damage, cost or expense that Customer may incur by reason of or arising out of (1) any injury (including death) to any person arising from Stryker's providing services pursuant to this Agreement, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence or willful misconduct or omissions by Stryker or Stryker's employees agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified, altered or repaired by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. ~~Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.~~

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15. INSURANCE REQUIREMENTS

Stryker shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of \$1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program crafted by Stryker and reasonably accepted by Customer.

16. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

17. COMPLIANCE

To the extent required by law the following provision applies: Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

18. HIPAA

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent Stryker in the future becomes a business associate of Customer, the parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

19. ASSIGNMENT

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.

20. SEVERABILITY OF PROVISIONS

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

21. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of ~~Michigan~~ ^{Texas}.

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JUL 31 2014 AM 8:04

DATE: 7/21/14

PAGES: 1

TO: Wise County
Attn: Tamra Stephens
FAX: 940.627.7237

FROM: Lori Timko
IT Admin Support
NET Data Corp.
1110 Enterprise Drive
Sulphur Springs, Tx 75482
Fax: (903) 885-1604
Lori@netdatacorp.net

RE: IBM iSeries Hardware &
Software Maintenance Quote

* * * * *

Your current IBM Service Suite contract for hardware & software coverage on your IBM 940 model 520 is due to expire in **9/21/14**. To continue coverage, please review and call, fax or email me so I can process your request.

1 year ___ \$3,450.40

IBM Service Suite OnSite Repair/Exchange services include IBM parts and labor, 7 days a week, 24 hours a day. This also covers IBM telephone support, ordering of new IBM operating system release upgrades, ordering of PTF's, and CUME packs (accumulative PTF sets).

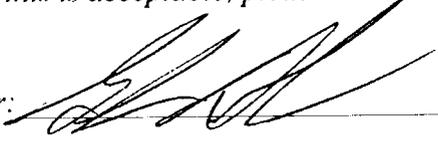
Please note: IBM charges an "After License Fee" if there is any lapse in coverage. To avoid any late fees, please renew prior to the expiration date listed above.

If you have any questions, please don't hesitate to contact me.

Thank you,

Lori Timko

Note: If this is acceptable, please authorize below and fax or email back to me.

I concur: 

Date: 8-11-14

149
Wise/Chem Safe Pest Control
4144 US Hwy 380 West
Decatur Texas 76234
(940) 627-7378

Proposal for Termite Control
October 1, 2014 – September 30, 2015

Wise County Financial Building

Wise / Chem Safe Pest Control
P.O.Box 951
Decatur, Texas 76234

TX License No. 396
TX Sales Tax No 75-2607179

To: Wise County,

The undersigned contractor ("Contractor") hereby proposes to furnish at its own cost and expense all labor, materials, tools, equipment, and facilities necessary to perform and fully complete the following described work for Wise County Courthouse at:

207 N Church St.

LIMITED GUARANTEE Subject to the General Terms and Conditions, the COMPANY will control incidents that may occur of infestations by subterranean termites for one (1) year after initial treatment is made as agreed; and during each additional year of the optional renewal period, provided that guarantee renewal fees are paid in accordance with term of the agreement. The COMPANY'S LIMITED GUARANTEE under this agreement is limited to control of subterranean termites to the structure(s) or contents thereof. This guarantee is transferable to a new owner of the premises by transferring a copy of this agreement to the new owner ANY BY ADVISING THE COMPANY IN WRITING, the name and billing address of the new owner.

GENERAL TERMS AND CONDITIONS

1. After two (2) renewal years the FEE may be increases at a rate of 10% annually or the annual rate of inflation as measured by the Consumer Price index, which is greater.

2. The COMPANY is not responsible for repair of damage or no-cost retreatment if direct wood to earth construction, roof leaks, plumbing leaks or excessive moisture conditions exists in, under or adjacent to the structure(s).

3. If during the guarantee period, additions and/or alterations are made which affect the treated structure(s), contracts for additional treatment and/or adjust the guarantee renewal fee.

4. The COMPANY'S liability under any guarantee shall terminate when access to the premises for the purpose of carrying out the terms and conditions of contract is refused to the company or its agent.

5. This agreement does not guarantee against present or future damage from covered.

Payment of the Contract Price (as hereinafter defined) shall be made by Owner to Contractor as follows: Contractor shall present a properly completed invoice. Owner shall pay contractor the amount owed as specified below:

TOTAL BILLING \$181.50

In witness whereof, Owner and Contractor have executed this proposal as of the date first above written.

ACCEPTED:

OWNER:
Wise County

CONTRACTOR:
Wise / Chem Safe Pest Control

By: 

By: Kevin Mogus

Name: Glenn Hughes

Name: Kevin Mogus

Title: County Judge

Title: GM

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Wise/Chem Safe Pest Control

4144 US Hwy 380 West
Decatur Texas 76234
(940) 627-7378

Proposal for Termite Control
October 1, 2014 – September 30, 2015

Wise County Public Works

Wise / Chem Safe Pest Control
P.O.Box 951
Decatur, Texas 76234

TX License No. 396
TX Sales Tax No 75-2607179

To: Wise County,

The undersigned contractor ("Contractor") hereby proposes to furnish at its own cost and expense all labor, materials, tools, equipment, and facilities necessary to perform and fully complete the following described work for Wise County Courthouse at:

2901 FM 51

LIMITED GUARANTEE Subject to the General Terms and Conditions, the COMPANY will control incidents that may occur of infestations by subterranean termites for one (1) year after initial treatment is made as agreed; and during each additional year of the optional renewal period, provided that guarantee renewal fees are paid in accordance with term of the agreement. The COMPANY'S LIMITED GUARANTEE under this agreement is limited to control of subterranean termites to the structure(s) or contents thereof. This guarantee is transferable to a new owner of the premises by transferring a copy of this agreement to the new owner ANY BY ADVISING THE COMPANY IN WRITING, the name and billing address of the new owner.

GENERAL TERMS AND CONDITIONS

1. After two (2) renewal years the FEE may be increases at a rate of 10% annually or the annual rate of inflation as measured by the Consumer Price index, which is greater.

2. The COMPANY is not responsible for repair of damage or no-cost retreatment if direct wood to earth construction, roof leaks, plumbing leaks or excessive moisture conditions exists in, under or adjacent to the structure(s).
3. If during the guarantee period, additions and/or alterations are made which affect the treated structure(s), contracts for additional treatment and/or adjust the guarantee renewal fee.
4. The COMPANY'S liability under any guarantee shall terminate when access to the premises for the purpose of carrying out the terms and conditions of contract is refused to the company or its agent.
5. This agreement does not guarantee against present or future damage from covered.

Payment of the Contract Price (as hereinafter defined) shall be made by Owner to Contractor as follows: Contractor shall present a properly completed invoice. Owner shall pay contractor the amount owed as specified below:

TOTAL BILLING \$95.00

In witness whereof, Owner and Contractor have executed this proposal as of the date first above written.

ACCEPTED:

OWNER:
Wise County

By: 

Name: Glenn Hughes

Title: County Judge

CONTRACTOR:
Wise / Chem Safe Pest Control

By: Kevin Mogus

Name: Kevin Mogus

Title: GM

14g

Wise/Chem Safe Pest Control

4144 US Hwy 380 West
Decatur Texas 76234
(940) 627-7378

Proposal for Termite Control
October 1, 2014 – September 30, 2015

Wise County Courthouse

Wise / Chem Safe Pest Control
P.O.Box 951
Decatur, Texas 76234

TX License No. 396
TX Sales Tax No 75-2607179

To: Wise County,

The undersigned contractor ("Contractor") hereby proposes to furnish at its own cost and expense all labor, materials, tools, equipment, and facilities necessary to perform and fully complete the following described work for Wise County Courthouse at:

101 N Trinity

LIMITED GUARANTEE Subject to the General Terms and Conditions, the COMPANY will control incidents that may occur of infestations by subterranean termites for one (1) year after initial treatment is made as agreed; and during each additional year of the optional renewal period, provided that guarantee renewal fees are paid in accordance with term of the agreement. The COMPANY'S LIMITED GUARANTEE under this agreement is limited to control of subterranean termites to the structure(s) or contents thereof. This guarantee is transferable to a new owner of the premises by transferring a copy of this agreement to the new owner ANY BY ADVISING THE COMPANY IN WRITING, the name and billing address of the new owner.

GENERAL TERMS AND CONDITIONS

1. After two (2) renewal years the FEE may be increases at a rate of 10% annually or the annual rate of inflation as measured by the Consumer Price index, which is greater.

2. The COMPANY is not responsible for repair of damage or no-cost retreatment if direct wood to earth construction, roof leaks, plumbing leaks or excessive moisture conditions exists in, under or adjacent to the structure(s).
3. If during the guarantee period, additions and/or alterations are made which affect the treated structure(s), contracts for additional treatment and/or adjust the guarantee renewal fee.
4. The COMPANY'S liability under any guarantee shall terminate when access to the premises for the purpose of carrying out the terms and conditions of contract is refused to the company or its agent.
5. This agreement does not guarantee against present or future damage from covered.

Payment of the Contract Price (as hereinafter defined) shall be made by Owner to Contractor as follows: Contractor shall present a properly completed invoice. Owner shall pay contractor the amount owed as specified below:

TOTAL BILLING \$250.00

In witness whereof, Owner and Contractor have executed this proposal as of the date first above written.

ACCEPTED:

OWNER:
Wise County

CONTRACTOR:
Wise / Chem Safe Pest Control

By: 

By: Kevin Moggus

Name: Glenn Hughes

Name: Kevin Moggus

Title: County Judge

Title: GM