



TELQUE

4/20/2016 112

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26 Commerce Road  
Suite B  
Fairfield, New Jersey 07004  
(800) 288-7466  
www.telquestdirect.com

BB.  
**ENTERED**

APR 25 2016

CODED PT

Invoice

Date 4/20/2016  
Invoice # 585017  
Acct. No. 13050  
PO# DIR-EMS04192016  
Terms Net 30  
Due Date 5/20/2016  
Warranty No Warranty  
Sales Consultant Pataki, Dina  
Phone (877) 586-7122  
Fax (973) 808-2463  
E-mail dinapro@telquestintl.com  
Ship Via Fax/Email  
Tracking #  
Terms/Conditions http://www.telquestdirect.c...  
Warranty Expiration ... 4/20/2016

Bill To  
Randy Joy  
WISE COUNTY  
PO BOX 899  
DECANTUR TX 76234  
United States

339096-N	Avaya IP Office R9.1 Essentials Edition ADI License New	1	325.00	325.00
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61-5-660-599  
I hereby certify that the goods/services described have been used in the services of Wise Co. TX. I certify that to the best of my knowledge, they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

Thank you for your business.

Signature/Date: *[Signature]* 4-21-16

Subtotal 325.00  
Shipping Cost (Fax/Email) 0.00  
Total 325.00  
Amount Due \$325.00

All invoices not paid on time will incur a 1.5% interest fee charge per month. TelQuest International is not authorized or licensed by the respective manufacturers. All warranties are provided through TelQuest International. Any claims of missing/damaged equipment must be made within 7 days of receipt. All sales are final unless otherwise specified. Authorized returns are subject to a minimum 20% restock fee. Customer is responsible for keeping all records of licensing software and keycodes. By purchasing from us you are agreeing to our terms and conditions please visit our website <http://www.telquestdirect.com/terms> for details. For billing inquiries please call 973-808-4588 x210.

Approved by Commissioner's  
Court Date 4-25-16

TelQuest International Inc.

Remittance Slip

Customer 13050 WISE COUNTY  
Invoice # 585017  
Amount Due \$325.00  
Amount Paid 325.00

Please Enter Your Credit Card Information

Type: Discover  Master Card  VISA  American Express   
Credit Card #: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Month \_\_\_\_\_ Year  
Signature: \_\_\_\_\_

Make Checks Payable To

TelQuest International  
26 Commerce Road  
Suite B  
Fairfield, New Jersey 07004  
(800) 288-7466



**800-288-7466**

**Home :: Terms & Conditions**

## Terms & Conditions

1. Prices are exclusive of federal, state, or local taxes of any nature. The customer will pay all taxes applicable for products ordered, or instead of it, the customer will provide Telquest International a current tax exemption certificate acceptable to the taxing authorities in the state in which we deliver the goods. Title to the equipment remains with TelQuest International until invoice is paid in full.
2. Customer agrees to pay all invoice (s) when due. I (we) personally guarantee payment of all invoices unpaid to TelQuest International or its assigns.
3. All sales are final with no right of return unless specified on individual invoice of sale. Any order (s) refused upon delivery or returned, will be subject to shipping charges and a minimum 20% restock fee. Any claims of missing/damaged equipment must be made within 7 days of receipt. Customer is responsible for keeping all records of licensing software and key codes.
4. No goods can be returned without prior authorization. All claims must be made upon receipt of goods. No goods will be taken back or allowance given, if goods are made unusable. Software & voice processing systems are non-refundable.
5. Warranty periods are stated on individual invoice of sale. All batteries carry 90 days warranty. Repairs on products with tampered serial number will be charged to the customer as though the product were no longer covered by the warranty. All prices are subject to change without notice. TelQuest International will not be liable for failure of goods or to deliver goods. All warranties are provided by TelQuest International and not the original manufacturer.
6. Should any tax be imposed by law, government agencies, affecting the merchandise billed after this, customer agrees to pay such tax beyond the amount of each invoice.
7. Appropriate charges as provided for by applicable state laws will be imposed in case of customer checks being returned to Telquest International by the customer's bank.
8. Any past due invoice will be subject to a 1.5% service charge for each period of 30 days that it remains past due.
9. In the event legal action and/or the placement of the account with a collection agent TelQuest International will be entitled to recover from customer, it's assigns or successors in interest, the actual cost and expenses resulting from said actions including attorney's fees and collection costs. Customer agrees that the venues will be in Newark, New Jersey for any lawsuit to enforce the terms of the agreement or to collect any amounts owed by customers to TelQuest International. The parties agree that they will interpret this agreement and other agreement between the parties according to the laws of the State of New Jersey.
10. Customer with this certifies that the information that is provided to TelQuest International in this application is true and correct. Customer hereby authorizes all banks and suppliers listed in this application to release information necessary to assist Telquest International in the establishment of a line of credit for customer's account.
11. We authorize TelQuest International to use credit card as a guarantee of payment for all merchandise purchased and received.
12. All faxed material regarding any and all transactions are legally binding.
13. Customer agrees to notify TelQuest International credit department of any ownership, name or address changes.
14. Telquest International, its affiliates and/or assignees is not responsible for any outside work done on any phone system or equipment purchased from Telquest International. Telquest International its affiliates and/or assignees is not responsible for costs to the customer incurred due to delays or misdelivery of equipment, out of box failures, malfunctioning equipment and or any time spent in trouble shooting equipment.
15. The undersigned has read this credit application and agrees to be bound by its statements, terms and conditions stated herein for the purpose of buying from TelQuest, selling to Telquest or any repairs done by TelQuest.

### Overview

### Specifications

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
TelQuest International  
Fairfield, NJ United States

Certificate Number:  
2016-78302

Date Filed:  
06/29/2016

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

Date Acknowledged:  
*8-5-16*

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
12030  
Telecom equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
TelQuest International	Fairfield, NJ United States	X	

5 Check only if there is NO Interested Party.

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

**MARIA CONTE**  
Notary Public  
State of New Jersey  
My Commission Expires Oct. 27, 2019  
I.D.# 2390581

*Angela Pyl*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nelcy Pylkur this the 4th day of August 20 16 to certify which, witness my hand and seal of office.

*Maria Conte*      **MARIA CONTE**      Notary Public  
\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
WISE COUNTY, TEXAS AND NORTHWEST INDEPENDENT SCHOOL DISTRICT  
FOR A SCHOOL RESOURCE OFFICER**

**THIS AGREEMENT** is made, entered into and executed by and between Wise County, Texas, a duly organized political subdivision of the State of Texas, hereinafter "County;" and Northwest Independent School District, a duly organized Texas Independent school district located partly in Wise County, hereinafter "District."

**WHEREAS**, The District has a need for a certified peace officer to assist in the enforcement of state and local laws on District property, especially with respect to the student population at their Seven Hills Elementary School, Prairie View Elementary School and Chisholm Trail Middle School, all located within Wise County.

**WHEREAS**, The County employs certified peace officers to enforce state and local laws and the jurisdiction of the County's peace officers includes the District's property.

**WHEREAS**, The enforcement of state and local laws is a function that both the County and the District are authorized to perform individually, the parties mutually desire to enter into this Agreement for the purpose of providing police protection to the District under the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," which provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the District hereby mutually agree to be subject to the provisions of the Act; and

**NOW THEREFORE**, this Agreement is hereby made and entered into by the County and the District upon and for the mutual consideration stated herein:

**WITNESSETH:**

**I.**

Pursuant to Texas Government Code §791.011, the County offers and the District hereby accepts the services of one (1) full-time certified peace officers "School Resource Officer" to assist the District in enforcing state and local laws on the District's property for a period of one (1) year, subject to renewal on an annual basis as deemed appropriate by the District and County and paid for out of current available revenues. **A school year shall be determined by the District's calendar and, if applicable, shall include the summer session, although the number of School Resource Officer(s) provided during the summer may be reduced at the County's discretion.**

**II.**

The School Resource Officer(s) shall have access to all District premises as needed to perform duties under this Agreement, but shall be primarily assigned to the campuses mentioned above. The School Resource Officer(s) shall be on duty during regularly scheduled school sessions and at selected athletic/extracurricular events as determined on a priority basis.

**III.**

The School Resource Officer shall provide a firearms accident prevention program at least one (1) time each school year in the elementary school as required by Section 1701.603 of the Texas Occupations Code.

**IV.**

The District shall pay \$40,000 per District Financial year to cover the annual salary and benefit costs of the School Resource Officer. The District shall be billed annually on October 1st and shall make payment within thirty (30) days by mailing the payment C/O Wise County Treasurer P.O. Box 554, Decatur, Texas 76234.

**V.**

Services provided to the District under this agreement shall be provided by a officer or officers employed by the County. The School Resource officer shall remain an employee and under the supervision of the County and shall remain subject to all personnel policies and procedures of the County. Such officers shall wear their County uniform and equipment while providing services under this agreement.

**VI.**

This Agreement may be terminated in whole, or in part, by the District or the County upon thirty (30) days written notice to the other party setting forth a substantial failure by the defaulting party to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be affected unless the defaulting party is given: (1) written notice of intent to terminate, setting forth the substantial failure to perform delivered via certified mail, return receipt requested; (2) not less than thirty (30) calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to termination.

**VII.**

This Agreement represents the entire integrated agreement between The District and Wise County and supersedes all prior negotiations, representations and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Wise County:      Wise County Judge  
                                 P.O. Box 393  
                                 Decatur, Texas 76234

For District:            Superintendent  
                                 P.O. 77070  
                                 Fort Worth, Texas 76170

**IV.**

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Wise County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Wise County, Texas.

**X.**

If, for any fiscal year, the District or Wise County fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party 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.

**XII.**

The District agrees to accept full responsibility for the acts, negligence and/or omissions of all District employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the District.

**XIV.**

The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Wise County.

**XV.**

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the District nor the County waive, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims made by third parties.

**XVI.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XVII.**

The undersigned officers and/or agents of the Parties hereto 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.

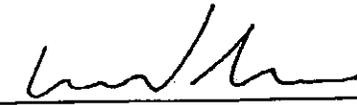
**XVIII.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed.

Executed this 9th day of August, 2016

**NORTHWEST INDEPENDENT SCHOOL DISTRICT WISE COUNTY, TEXAS**

P.O. Box 77070  
Fort Worth Texas 76170

By:   
MARK VECCHIONE

Title: Director of Purchasing +  
Contract Mgmt.

P.O. Box 393  
Decatur, Texas 76234

By: 

Title: County Judge

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# Automobile Physical Proof of Loss

Coverage Document Number	Effective Agreement Year	TAC RMP Claim Number
2490	10-1-15/16	APD-2016-0925-1

By the above referenced Automobile Physical Damage Coverage Agreement, the Member: **WISE COUNTY** is provided coverage against loss or damage as specifically stated in said coverage document and according to the terms and conditions contained herein, the written portion thereof and all endorsements, transfers and assignments thereon, on Automobile and equipment described as follows:

Year	Maker	Model	Vehicle Identification
2009	Chevrolet	Tahoe	IGNLCDEC4BR116202

The loss occurred on the 11<sup>th</sup> Day of April, 2016 which, upon the best knowledge and belief of the Member, was caused by: Hail.

The actual cash value or the repair cost of the vehicle described at the time of the loss, the applicable deductible and any other deduction applicable and the amount claimed under this coverage document are as follows:

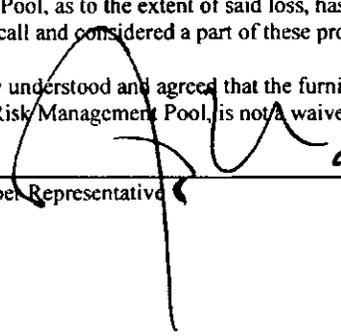
Actual Cash Value	Deductible	Towing	Salvage Amount	Amount Claimed
\$16,375.00	-\$1,000	-0-	\$0	\$15,375.00

The vehicle described belonged, at the time of the loss, to the Member in fee simple and no other person or persons had any interest therein; no assignment or transfer, or encumbrance of the vehicle has been made and no change in the title, use, or possession of the property has occurred since the inception of the applicable coverage, except: none.

There was no other insurance on the vehicle at the time of the loss except: liability limits applicable to Texas County Governmental Entities.

The said loss was not caused by design or procurement on the part of the Member, or this affiant; nothing has been done by or with the privity or consent of the Member or this affiant, to violate the conditions of the coverage document, or render it void; no articles are mentioned herein or in annexed schedules but such as were damaged or destroyed, and belonging to said vehicle and in possession of the said Member at the time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the Risk Management Pool, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished on call and considered a part of these proofs.

It is expressly understood and agreed that the furnishing of this blank to the Member or the preparing of proofs by an adjuster, or any agent of the Risk Management Pool, is not a waiver of any rights of the Risk Management Pool.

  
 \_\_\_\_\_  
 Member Representative

8-15-16  
 \_\_\_\_\_  
 Date

	The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is \$36,381.00.
<b>Change No: 5</b>	<b>Contractual Changes</b>
<p>Current:</p> <p>Section 7. B. In Budget Period 4 (BP4)/FY16, CDC will implement a method of evaluating state and local medical countermeasure operational readiness. This assessment tool is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance.</p>	<p>Revised:</p> <p>Section 7. B. In Budget Period 4 (BP4)/FY16 and Budget Period 5 (BP5)/FY17, CDC will implement a method of evaluating state and local medical countermeasure operational readiness. This assessment tool is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance.</p>
<b>Change No: 6</b>	<b>Contractual Changes</b>
<p>Current:</p> <p>Section 7. K. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:</p> <ol style="list-style-type: none"> <li>1. Be an allowable cost under the applicable federal cost principle;</li> <li>2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;</li> <li>3. Be verifiable within the contractor's (or subcontractor's) records;</li> <li>4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);</li> <li>5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);</li> <li>6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;</li> </ol>	<p>Revised:</p> <p>Section 7. K. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount for each fiscal year as defined in Section A. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:</p> <ol style="list-style-type: none"> <li>1. Be an allowable cost under the applicable federal cost principle;</li> <li>2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;</li> <li>3. Be verifiable within the contractor's (or subcontractor's) records;</li> <li>4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);</li> <li>5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);</li> <li>6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;</li> </ol>
<b>Change No: 7</b>	<b>Programmatic Changes</b>
<p>Current:</p> <p>Section 7. P. 4. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;</p>	<p>Revised:</p> <p>Section 7. P. 4. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review. For FY17, continue to improve the SNS Program by focusing efforts on the recommendations provided by DSHS in the BP4 Operational Readiness Review Tool. Also participate in a technical assistance meeting determined by DSHS;</p>
<b>Change No: 8</b>	<b>Programmatic Changes</b>
<p>Current:</p> <p>Section 7. P. 5 Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1,2016;</p>	<p>Revised:</p> <p>Section 7. P. 5 Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1,2016 for FY16 and by April 1,2017 for FY17;</p>

<p><b>Change No: 9</b></p> <p>Current:</p> <p>Section 7. P. 6. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvement Plan (AAR/IP) sixty days after completion of the drill or by April 1, 2016.</p> <p>a. Staff Call Down; b. Facility Set-up; c. POD Activation; d. Dispensing Throughput; and e. RealOpt usage;</p>	<p><b>Programmatic Changes</b></p> <p>Revised:</p> <p>Section 7. P. 6. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvement Plan (AAR/IP) sixty days after completion of the drill or by April 1, 2016 for FY16 and by April 1, 2017 for FY17.</p> <p>a. Staff Call Down; b. Facility Set-up; c. POD Activation; d. Dispensing Throughput; and e. RealOpt usage;</p>
<p><b>Change No: 10</b></p> <p>Current:</p> <p>Section 7. P. 7. Submit above item Section 7(P)(6) to the DSHS SNS SharePoint Site by April 1, 2016. Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2015 to April 1, 2016;</p>	<p><b>Programmatic Changes</b></p> <p>Revised:</p> <p>Section 7. P. 7. Submit above item Section 7(P)(6) to the DSHS SNS SharePoint Site by April 1, 2016 for FY16. Acceptable FY16 timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2015 to April 1, 2016; Acceptable FY17 timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2016 to April 1, 2017.</p>
<p><b>Change No: 11</b></p> <p>Current:</p> <p>Section 7. P. 8. Submit a current Multi-Year Training &amp; Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015;</p>	<p><b>Programmatic Changes</b></p> <p>Revised:</p> <p>Section 7. P. 8. Submit a current Multi-Year Training &amp; Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015. Submit a current Multi-Year Training &amp; Exercise Plan that covers FY17 through FY22 to DSHS by January 13, 2017</p>
<p><b>Change No: 12</b></p> <p>Current:</p> <p>Section 7. P. 9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements; Contractor will submit to DSHS an exercise notification 60 days prior to the exercise. A joint AAR/IP must be submitted within sixty (60) days of the exercise to the DSHS Preparedness Exercise team inbox (preparednessexercise@dshs.state.tx.us). The AAR/IP must also include a Corrective Action Plan. This exercise must be a functional exercise or a full-scale exercise.</p>	<p><b>Programmatic Changes</b></p> <p>Revised:</p> <p>Section 7. P. 9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2017 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements; Contractor will submit to DSHS an exercise notification 60 days prior to the exercise. A joint AAR/IP must be submitted within sixty (60) days of the exercise to the DSHS Preparedness Exercise team inbox (preparednessexercise@dshs.state.tx.us). The AAR/IP must also include a Corrective Action Plan. This exercise must be a functional exercise or a full-scale exercise.</p>
<p><b>Change No: 13</b></p> <p>Current:</p> <p>Section 7. P. 11. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.</p> <p>a. If using volunteers as provided in this Subsection during FY16, the Contractor must either:</p>	<p><b>Programmatic Changes</b></p> <p>Revised:</p> <p>Section 7. P. 11. If using volunteers as provided in in this Contract during FY17 that encompasses the contract term of July 1, 2016 to June 30, 2017., the Contractor must either:</p> <p>a. Request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or</p> <p>b. Petition DSHS in writing for an exemption from using the</p>

i. Request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

ii. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

b. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet federal requirements that must include but are not limited to:

- i. Must offer Internet-based registration
  - ii. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality
  - iii. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
  - iv. Must be able to verify the credentials of the 20 mandated professions
  - v. Must be able to assign to one of four emergency credential levels
  - vi. Must be able to identify volunteers willing to participate in a federally coordinated emergency response
  - vii. Must be able to re-verify professional credentials every 6 months
  - viii. Must have the ability to include the differing scope of work information for each of the 20 mandated professions
  - ix. Must be able to record All volunteer health professional affiliations
  - x. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
- c. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must meet able to register and collect the credentials and qualifications of the following health professional that are then verified with the issuing entity or appropriate authority:
- i. Physicians
  - ii. Physician Assistants
  - iii. Registered Nurses
  - iv. Licensed Vocational, Nurses
  - v. Nurse Practitioners
  - vi. Pharmacists
  - vii. Pharmacy Technicians
  - viii. Pharmacy Interns
  - ix. Emergency Medical Technicians and Paramedics
  - x. Social Workers
  - xi. Marriage & Family Therapists
  - xii. Licensed Vocational Counselors
  - xiii. Respiratory Therapists
  - xiv. Dentists
  - xv. Veterinarians
  - xvi. Psychologists

TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

c. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet the following federal requirements but are not limited to:

- d. Must offer Internet-based registration;
  - e. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality;
  - f. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
  - g. Must be able to verify the credentials of the 20 mandated professions;
  - h. Must be able to assign to one of four emergency credential levels;
  - i. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
  - j. Must be able to re-verify professional credentials every 6 months
  - k. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
  - l. Must be able to record All volunteer health professional affiliations; and
  - m. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
- n. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the following health professionals entered into the system.

**Change No: 14**

**Programmatic Changes**

Current:

Revised:

Section 7. P. 12. An end-of-year performance report in a

Section 7. P. 12. An end-of-year performance report for each

format specified by DSHS no later than August 15, 2016; and	fiscal year (as defined in Section A), in a format specified by DSHS no later than August 15, 2016 for FY16 and no later than August 15, 2017 for FY17; and
<b>Change No: 15</b>	<b>Programmatic Changes</b>
<p>Current:</p> <p>PERFORMANCE MEASURES:</p> <p>A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in Section 7. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the fiscal year 2016 PHEP base award.</p>	<p>Revised:</p> <p>PERFORMANCE MEASURES:</p> <p>A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in Section 7. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year PHEP base award.</p>
<b>Change No: 16</b>	<b>Special Provisions</b>
<p>Current:</p> <p>A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:</p> <p>When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <a href="http://www.dshs.state.tx.us/contracts/links.shtm">http://www.dshs.state.tx.us/contracts/links.shtm</a>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <a href="http://www.dshs.state.tx.us/contracts/links.shtm">http://www.dshs.state.tx.us/contracts/links.shtm</a>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.</p>	<p>Revised:</p> <p>DELETED</p>
<b>Change No: 17</b>	<b>Special Provisions</b>
<p>Current:</p> <p>C. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.</p>	<p>Revised:</p> <p>C. General Provisions, Final Billing Submission, Section 5.03 is modified to include the following:</p> <p>Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016 for costs incurred between the services dates of July 1, 2015 to June 30, 2016.</p>

Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2017 for costs incurred between the services dates of July 1, 2016 to June 30, 2017.

Change No: 18	Special Provisions
<p><b>Current:</b></p> <p>D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.</p> <p>a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:</p> <ul style="list-style-type: none"> <li>i. Hold Harmless and Indemnification, Section 14.17;</li> <li>ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);</li> <li>iii. Insurance, Section 14.22;</li> <li>iv. Liability Coverage, Section 25.03;</li> <li>vi. Fidelity Bond, Section 25.02;</li> <li>vii. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);</li> <li>viii. Debt to State and Corporate Status, Section 4.01;</li> <li>ix. Application of Payment Due, Section 4.02; and</li> <li>x. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).</li> </ul>	<p><b>Revised:</b></p> <p>D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.</p> <p>a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:</p> <ul style="list-style-type: none"> <li>i. Hold Harmless and Indemnification, Section 15.19;</li> <li>ii. Independent Contractor, Section 14.15(delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);</li> <li>iii. Insurance, Section 14.03;</li> <li>iv. Liability Coverage, Section 14.05;</li> <li>v. Fidelity Bond, Section 14.04;</li> <li>vi. Historically Underutilized Businesses, Section 14.10 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);</li> <li>vii. Debt to State and Corporate Status, Section 4.01;</li> <li>viii. Application of Payment Due, Section 4.02; and</li> <li>ix. Article XVII Claims against the Department (This Article is inapplicable to interagency contracts only).</li> </ul>
Change No: 19	Special Provisions
<p><b>Current:</b></p> <p>G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:</p> <p>Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.</p>	<p><b>Revised:</b></p> <p>DELETED</p>
Change No: 20	Special Provisions
<p><b>Current:</b></p> <p>H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.</p>	<p><b>Revised:</b></p> <p>H. General Provisions, General Operations of Contractor, Article XIV, Section 14.20, is revised to add the following: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 for FY16 and no later than June 30, 2017 for FY17 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016 for FY16 and on or before June 30, 2017 for FY17. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of</p>

the Contract term.

**Change No: 21**

**Special Provisions**

Current:

Revised:

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV. 24.01.

DELETED

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

- Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements
- State, Local and Tribal Governments
  - 2 CFR, Part 225      2 CFR Part 200, Subpart F and UGMS
  - 2 CFR Part 200 and UGMS
- Educational Institutions
  - 2 CFR, Part 220
  - 2 CFR Part 200, Subpart F and UGMS      2 CFR Part 200 and UGMS
- Non Profit Organizations
  - 2 CFR, Part 230
  - 2 CFR Part 200, Subpart F and UGMS
  - 2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular, 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtml>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

**Change No: 22**

**Special Provisions**

Current:

Revised:

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05

DELETED

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

**Change No: 23**

**Special Provisions**

Current:

Revised:

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06

DELETED

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

Department of State Health Services  
 Contract Oversight and Support, Mail Code 1326  
 P.O. Box 149347  
 Austin, Texas 78714-9347  
 Health and Human Services Commission  
 Office of Inspector General  
 Compliance/Audit, Mail Code 1326  
 P.O. Box 85200  
 Austin, Texas 78708-5200

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

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

Change No: 24	Budget Summary
Current:	Revised:
DSHS Funds Requested: Personnel = \$ 27,303.00 Fringe Benefits = \$9,078.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$36,381.00 Indirect Costs = \$0.00 Total = \$36,381.00	DSHS Funds Requested: Personnel = \$ 54,606.00 Fringe Benefits = \$18,156.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$72,762.00 Indirect Costs = \$0.00 Total = \$72,762.00
Cash Match: Personnel = \$2,730.00 Fringe Benefits = \$908.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$3,638.00 Indirect Costs = \$0.00 Total = \$3,638.00	Cash Match: Personnel = \$5,463.00 Fringe Benefits = \$1,817.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$7,280.00 Indirect Costs = \$0.00 Total = \$7,280.00
In Kind Match: Personnel = \$0.00 Fringe Benefits = \$0.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$0.00 Indirect Costs = \$0.00 Total = \$0.00	In Kind Match: Personnel = \$0.00 Fringe Benefits = \$0.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$0.00 Indirect Costs = \$0.00 Total = \$0.00
Category Total: Personnel = \$30,033.00 Fringe Benefits = \$9,986.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$40,019.00 Indirect Costs = \$0.00 Total = \$40,019.00	Category Total: Personnel = \$60,069.00 Fringe Benefits = \$19,973.00 Travel = \$0.00 Equipment = \$0.00 Supplies = \$0.00 Contractual = \$0.00 Other = \$0.00 Total Direct Costs = \$80,042.00 Indirect Costs = \$0.00 Total = \$80,042.00

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

**Contractor Signature**

---

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

Signed by: Hon. J.D. Clark

Date Signed: 06/29/2016

**DSHS Signature**

---

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

Signed by: David Gruber

Date Signed: 06/30/2016

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# CovertTrack Group, Inc.

## Invoice

CovertTrack Group, Inc.  
15600 N. 78th St.  
Scottsdale, AZ 85260 US

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

<b>Date</b>	<b>Invoice #</b>
10/01/2016	17442
<b>Terms</b>	<b>Due Date</b>
Net 80	10/01/2016

<b>Bill To</b>
Wendy Shearin Wise County Sheriff's Office Wendy Shearin Accounts Payable P.O. Box 899 Decatur, TX 76234

<b>Ship To</b>
Wendy Shearin Wise County Sheriff's Office Wendy Shearin/Purchasing 200 Rook Ramsey Dr. Decatur, TX 76234

<b>Amount Due</b>	<b>Enclosed</b>
\$3,000.00	

Please review these prices and bill for the correct amount.

<b>Ship Via</b>	<b>Tracking No.</b>	<b>FO Number</b>
NA	NA	NA

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>• Renewal (1 Year) of Unlimited 5 Second Updates &amp; Annual Subscription to Access the CovertTrack Mapping Product : 10/01/2016 - 09/30/2017</li> <li>Device ID#: A1000021D90049 A1000021D90154 A1000021D90166 A1000021D8FAF0 A1000021D8FB4B</li> <li>• Please note our new address above. Attached you will find an updated W9. Thank you!</li> </ul>	5	600.00	3,000.00

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

<b>Total</b>	3,000.00
--------------	----------

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

CovertTrack Group Inc  
Scottsdale, AZ United States

Certificate Number:  
2016-93692

Date Filed:  
08/02/2016

Date Acknowledged:  
8-15-16

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

Wise County Sheriff

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

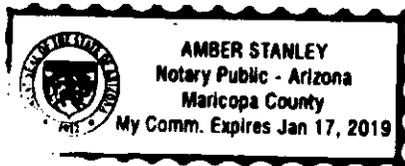
17442  
Surveillance Devices and Mapping Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Welch, Tim	Scottsdale, AZ United States	X	
	Evert, Jeff	Scottsdale, AZ United States	X	
	The Timothy S Welch and Carley L Welch Family Trust	Scottsdale, AZ United States	X	
	Jadene Ida Louise Evert Irrv. Trust	Scottsdale, AZ United States	X	
	Jeffrey Ryan Evert Dynasty Trust	Scottsdale, AZ United States	X	

5 Check only if there is NO interested Party.

**6 AFFIDAVIT**

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



*[Handwritten Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeff Evert, this the 2<sup>nd</sup> day of Aug. 2016, to certify which, witness my hand and seal of office.

Amber Stanley      Amber Stanley      Controller  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

20g

JUL 14 2016 PM 4:30

# NCTTRAC

## Invoice

NORTH CENTRAL TEXAS  
TRAUMA REGIONAL ADVISORY COUNCIL

Date	Invoice #
7/8/2016	3078

600 Six Flags Drive, Suite 160  
Arlington, Texas 76011  
Phone #: 817-608-0390  
Fax #: 817-608-0399

# COPY

**Bill To**

WISE COUNTY EMS  
P. O. BOX 1509  
DECATUR, TX 76234

P.O. No.	Due Date
	10/7/2016

Description	Qty	Rate	Amount
NCTTRAC MEMBERSHIP DUES SEPT. 1, 2016 - AUG. 31, 2017 LICENSED TRANSPORT UNIT	7	100.00	0.00 700.00

15-5-541-481 *RS*

I hereby certify that the goods/services described above have been used in the services of Wise Co. Tx. I certify that to the best of my knowledge they are necessary for the operations of my department. They have been purchased, if necessary, through bidding, they are not a part of a component bidding or billing scheme and they have not been previously paid for.

Signature/Date: *Chad [Signature]*

<b>Total</b>	\$700.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$700.00



# MEMBERSHIP APPLICATION/RENEWAL – FY 17

September 1, 2016 – August 31, 2017

Please return completed Membership Application by mail, fax, or scanned email attachment to NCTTRAC Membership at: NCTTRAC - 600 Six Flags Drive, Suite 160 - Arlington, TX, 76011  
Phone: 817.608.0390 • Fax: 817.608.0399 • Email: Admin@ncttrac.org

Wise County EMS

New Member

(Organization Name)

1101 West Rose Avenue                      Decatur                      Wise                      76234  
(Street)    (City)    (County)    (Zip)

Charles Dillard    Administrator  
(Designated Voting Representative's Name – One per Organization)    Title

(940) 627-2002                      (940) 627-7521                      cdillard@ems.co.wise.tx.us  
(Phone Number)    (Fax Number)    (Email Address)

### MEMBER CLASSIFICATION & DUES (Please remit no later than October 7, 2016)

According to NCTTRAC Bylaws, annual dues (September – August) are assessed based on your classification with the Texas Department of State Health Services as of the invoice date. The attached invoice is based on the information below. Please verify this information for accuracy and report any changes to NCTTRAC at 817.608.0390 or Finance@ncttrac.org.

Voting Membership:		Calculated Fee
<input type="checkbox"/> Hospitals/Medical Facilities	(\$2,000 plus ___ # licensed beds X \$15.00)	= _____
<input type="checkbox"/> Free Standing Emergency Department	(\$2,000 plus ___ # treatment stations X \$15.00)	= _____
<input checked="" type="checkbox"/> EMS/Ambulance	( <u>1</u> # licensed ambulances X \$100)	= <u>700.00</u>
<input type="checkbox"/> Air Ambulance	( ___ # helicopter/fixed wing assets X \$100)	= _____
<input type="checkbox"/> Schools and Colleges	(\$ 100)	= _____
<input type="checkbox"/> Physicians Groups	(\$ 100)	= _____
<input type="checkbox"/> Professional Associations/Organizations	(\$ 100)	= _____
<input type="checkbox"/> First Responders/Volunteers	(\$ 100)	= _____

Initial Membership: If you are a new member, a fee of \$125 is required in addition to the dues listed above.  
 New Member                      (\$125, excluding First Responders/Volunteers)                      = \_\_\_\_\_  
Total Dues/Fee(s) = \_\_\_\_\_

My organization wants to be a voting or active participating NCTTRAC member.  
My organization acknowledge(s) responsibilities as a member and essential component of the emergency healthcare system established by the State of Texas for the nineteen counties comprising Trauma Service Area – E. I affirm its willingness to comply, as appropriate, with state and/or regional guidelines, obligations, and by-laws as presented by the North Central Texas Trauma Regional Advisory Council (NCTTRAC) and its Board, generally found on [www.NCTTRAC.org](http://www.NCTTRAC.org).

Charles Dillard    Charles Dillard    7-13-16  
Authorized Signature (Vice President / Assistant Chief or above)    Printed Name    Date of signature  
Administrator    249008    5-31-15  
Title    Texas Hospital/Provider License #    Expiration Date  
cdillard@ems.co.wise.tx.us    (940) 627-2002  
E-mail Address    Telephone

Current / In Active Pursuit Trauma Designation Level \_\_\_\_\_                       Current Stroke Designation Level \_\_\_\_\_

-----**BELOW THIS LINE FOR NCTTRAC USE ONLY**-----

RECOMMEND / NOT RECOMMEND			
NCTTRAC Staff Recommendation	Comments (if any)	Initials	Date
APPROVED / DISAPPROVED			
NCTTRAC Board Review Discussion	Comments (if any)	Initials	Date

203

RX Date/Time  
08/09/2016

08/09/2016 08:27 Wise County Auditor

09:28

Wise County Auditor

(FAX) 940 627 3388

P.002  
P.002/002

STERLING

STERLING SOLUTIONS, INC.  
5815 1/2 Waters Avenue  
Savannah, GA 31404  
1-800-673-9315

INVOICE DATE: 8/2/16

INVOICE NO: 01843-049

**SOLD TO:**

Wise County Veterans Service Office  
PO Box 1567  
205 N. State Street  
Decatur, TX 76234-6148

**SHIP TO:**

Wise County Veterans Service Office  
PO Box 1567  
205 N. State Street  
Decatur, TX 76234-6148

ACCOUNT NO.	PURCHASE ORDER NO.	SHIP DATE	F.O.B. Destination	TERMS Upon Receipt
01843				

Quantity	Description	Unit Price	Total Price
1	VIMS Maintenance Agreement for One Year	700	700.00

12-5-405-361 *LF*  
 I hereby certify that the goods/services described  
 have been used in the services of Wise Co. Tx. I  
 certify that to the best of my knowledge they are  
 necessary for the operations of my department. They  
 have been purchased, if necessary, through bidding,  
 they are not a part of a component bidding or billing  
 scheme and they have not been previously paid for.

Signature/Date:

Sterling Solutions, Inc.  
5815 1/2 Waters Ave.  
Savannah, GA 31404

<b>SUB TOTAL:</b>	700.00
<b>SALES TAX:</b>	N/A
<b>AMOUNT DUE:</b>	\$ 700.00

THANK YOU FOR YOUR BUSINESS!

*Laura L. Spain 8/5/2016*



## **Sterling Solutions, Inc.**

5815 1/2 Waters Avenue  
Savannah, GA 31404  
(800) 673-9315 Fax (912) 228-5760  
WWW.SSIVIMS.COM

### **VIMS® SOFTWARE MAINTENANCE AGREEMENTS**

Maintenance agreements are available for VIMS programs. Purchase of a VIMS program automatically entitles the license holder to six months of free technical/training support through our toll free number. Maintenance Agreements take effect after the initial six month period. Cost for maintenance agreements are as follows:

**Multi-User model: \$700.00**

The Maintenance Agreement includes:

- VIMS enhancements and updates at no charge. Periodic updates and enhancements are available on the Sterling Solutions, Inc.'s website, [www.ssivims.com](http://www.ssivims.com)
- Updates to automated forms at no charge. If the Department of Veterans Affairs makes revisions, the automated form will be updated.
- Unlimited toll-free service for VIMS software technical and training support.
- Unlimited email support for questions and assistance with the VIMS program.
- Reasonable advice and assistance on hardware problems. However, we cannot assume responsibility for hardware.

The annual fee can be paid in full or arrangements can be made for payment.

If you wish to purchase a maintenance agreement or have any questions, call toll free at 800-673-9315 any time.

Visit our website at [www.ssivims.com](http://www.ssivims.com)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Sterling Solutions, Inc.  
Savannah, GA United States

Certificate Number:  
2016-96946

Date Filed:  
08/09/2016

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

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
01843-049  
Veterans Advocacy Software

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

5 Check only if there is NO Interested Party.

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

**Anne E Miller**  
Notary Public, Chatham County, GA  
My Commission Expires July 1, 2018

*Glenn B Sweigart*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Glenn B Sweigart, this the 10th day of August, 2016, to certify which, witness my hand and seal of office.

*Anne E. Miller*  
Signature of officer administering oath

Anne E. Miller  
Printed name of officer-administering oath

Notary  
Title of officer administering oath

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**CORRECTIONAL DENTAL  
SERVICES AGREEMENT**

THIS AGREEMENT is made as of this 25<sup>th</sup> day of July, 2016 ("Effective Date") and is by and between **CORRECTIONAL DENTAL SERVICES, PLLC** ("PROVIDER") whose address is 5200 Streamwood Lane, Plano, Texas 75093 and **WISE County** on behalf of **WISE COUNTY DETENTION CENTER** ("FACILITY") which is an agency of the state of **TEXAS**.

WHEREAS, FACILITY operates a correctional unit located at 200 Rook Ramsey Dr., Decatur, Texas 76234 and;

WHEREAS, FACILITY, from time to time, has a need for dental services for certain of its inmates in the FACILITY setting ("Patients"); and

WHEREAS, PROVIDER is experienced and qualified to administer dental services to FACILITY's Patients; and

WHEREAS, FACILITY and PROVIDER deem it to be in their mutual interest and in the interest of FACILITY's Patients to enter into an exclusive arrangement under which PROVIDER shall provide dental services to FACILITY's Patients.

THEREFORE, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, it is understood and agreed upon by and between the parties as follows:

**1. DUTIES OF PROVIDER.**

- 1.01 FACILITY hereby engages PROVIDER to provide dental services as may be more fully described on Exhibit B attached hereto and incorporated herein (the "Services") for those Patients of FACILITY as requested by a physician, health services administrator or a nurse in good standing on FACILITY's Medical and Nursing Staffs and duly credentialed by FACILITY ("Approved Physician" or "Approved Nurse"). PROVIDER hereby accepts such engagement. These Services shall be provided by PROVIDER pursuant to mutually agreed upon scheduled times between PROVIDER and FACILITY.
- 1.02 PROVIDER shall provide necessary dental care for FACILITY'S inmates and detainees at its jail one day each month.
- 1.03 PROVIDER will provide appropriate dental treatments based on patient need at time of presentation to the dentist.

- 1.04 PROVIDER will digitally store dental records in a secure on-line storage facility (server).
- 1.05 PROVIDER shall be responsible for repairs, upkeep, maintenance and servicing of equipment provided by PROVIDER.
- 1.06 PROVIDER will place all waste products in appropriate receptacles that will then be disposed of by FACILITY.
- 1.07 PROVIDER and Provider's Staff providing Services to FACILITY under this Agreement shall perform all PROVIDER's duties and obligations set forth herein in accordance with all applicable federal and state laws and regulations.
- 1.08 PROVIDER shall maintain in full force and effect throughout the term of this Agreement a policy of professional liability insurance covering it and PROVIDER's Staff, each having a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of PROVIDER'S obligations under this Agreement. PROVIDER will provide FACILITY with certificates evidencing said insurance, if and as requested. PROVIDER further agrees to maintain, for a period of not less than three (3) years following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis.

2. DUTIES OF FACILITY.

- 2.01 FACILITY shall provide all medications prescribed by PROVIDER.
- 2.02 FACILITY shall provide PROVIDER with sufficient space suitable for the administration of Dental Services. The FACILITY shall transport the Patient to and from such space for treatment, if such transportation is required. FACILITY shall provide sufficient space, capable of being locked and adjacent to, or in reasonable proximity to, the above referenced space, for the storage of equipment and supplies used by PROVIDER as well as all utilities needed by PROVIDER to administer the Services including but not limited to water, electricity and heat/air conditioning. FACILITY shall also provide PROVIDER and all Patients with maintenance, security, communications, pharmacy, access to emergency response system and other reasonably necessary support as it provides to other areas and patients throughout the FACILITY. While on duty at the FACILITY, Provider Staff shall be permitted to utilize the restroom, parking and other public facilities and services available to employees of the FACILITY.
- 2.03 FACILITY shall be responsible for repairs, upkeep, maintenance and servicing of any equipment provided by FACILITY. FACILITY shall not be responsible for repairs or servicing of equipment provided by PROVIDER.
- 2.04 FACILITY shall dispose of all dental waste products including biohazardous waste products.
- 2.05 FACILITY will work collaboratively with PROVIDER in scheduling Services for Patients and providing security while dental services are administered.

- 2.06 FACILITY agrees and acknowledges that PROVIDER is providing the Provider Staff and supplies as set forth herein necessary to provide the Services.
- 2.07 FACILITY shall bill the appropriate State or Federal Entity for Services in accordance with all applicable laws, rules and regulations, and will properly disclose the nature of PROVIDER's services on cost reports or where otherwise required.
- 2.08 FACILITY will provide broadband internet access to PROVIDER during this contract to facilitate PROVIDER dental services and documentation of inmates.
- 2.09 FACILITY shall perform all FACILITY's duties and obligations under this Agreement in accordance with all applicable federal and state laws and regulations.

### 3. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 3.01 With respect to all work, duties, and obligations hereunder, it is mutually understood that:
  - 3.01.1 All Provider Staff are performing Services as independent contractors and not as employees, agents, borrowed servants, joint venturers, or partners of or with FACILITY.
  - 3.01.2 All personnel provided by FACILITY are performing services as employees of the FACILITY and are not employees, agents, borrowed servants, joint venturers, or partners of or with PROVIDER.

### 4. REPORTS AND RECORDS.

- 4.01 PROVIDER shall provide all reports and records reasonably agreed upon and required by FACILITY pertaining to the Services rendered to or for Patients in FACILITY. Such reports and records shall become part of the medical record and property of FACILITY. All original dental records with respect to the Services applicable to each Patient shall remain the property of PROVIDER; however, FACILITY shall have online access to dental records that support dental necessity for the Services. PROVIDER agrees to maintain the confidentiality of all Patient records and information in accordance with the applicable state and federal laws and regulations. To the extent permitted by law, the parties agree to provide each other with reasonable access without charge to such books and records in their possession as may be reasonably necessary to carry out the terms, conditions and purposes of this Agreement and to comply with the reasonable requests by other appropriate parties subject to applicable laws regarding patient confidentiality of medical records.

5. FEES AND BILLING

- 5.01 FACILITY shall pay to PROVIDER in full satisfaction of Services performed hereunder, fees as set forth in Exhibit B. In the event that the sum of fees billed for dental services does not exceed \$1,000.00, a minimum charge of \$1,000.00 for each day of service will apply.
- 5.02 PROVIDER shall, on or before the tenth (10<sup>th</sup>) day of the month, file with FACILITY an accounting record of all Services, if any, performed by PROVIDER for the prior month. On or before the forty-fifth (45<sup>th</sup>) day of the month, FACILITY shall pay to PROVIDER its fees for the Services performed during the preceding month. PROVIDER will not submit a bill to the Patient or any other party except FACILITY for Services rendered pursuant to this Agreement.
- 5.03 If FACILITY fails to pay all amounts when due, PROVIDER shall have the right to terminate this Agreement as provided in Section 6.01.1 herein.
- 5.04 PROVIDER makes no representation or warranty as to the ability of FACILITY to bill and collect with respect to the Services provided by PROVIDER hereunder. FACILITY shall be solely responsible for acquiring pre-authorization for Services if such pre-authorization is required.
- 5.05 PROVIDER has not, and does not, in any manner whatsoever, represent that FACILITY will receive reimbursement for the Services. FACILITY agrees that it shall bill for the Services using its own billing practices and procedures.

6. GENERAL PROVISIONS

6.01 **THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR ONE (1) YEAR FROM ITS EFFECTIVE DATE. IT CAN BE RENEWED FOR ONE (1) YEAR TERMS AFTER THE INITIAL TERM WITH A NINETY (90) DAY NOTICE TO RENEW.**

6.01.1 This Agreement may be terminated upon the occurrence of any of the following events:

- 6.01.1.1 Default. Default permitting termination shall mean the failure by either party to comply with the material provisions of this Agreement after reasonable written notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to cure, or make reasonable attempts to cure, such non-compliance other than monetary covered in Section 5.03; or
- 6.01.1.2 Bankruptcy, receivership or dissolution of either party or either party making an assignment for the benefit of creditors.
- 6.01.1.3 Either party may terminate this Agreement without cause or penalty upon ninety (90) days prior written notice.

- 6.01.2 PROVIDER shall have no obligation to provide Services to correctional Patients of FACILITY after the termination date. Termination of the Agreement shall not release FACILITY from paying PROVIDER any sums, which may then be due and owing to PROVIDER for services rendered prior to the effective date of termination.
- 6.02 The Parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time (Exhibit A).
- 6.03 This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.
- 6.04 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the Effective Date.
- 6.05 If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of the Agreement.
- 6.06 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
- 6.07 All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties hereto at the addresses set forth in this section, or to such other address as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.
- 6.08 All payments and notices pursuant to this Agreement shall be submitted to the following:

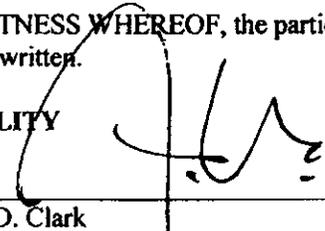
Notice to PROVIDER:  
Correctional Dental Services PLLC  
5200 Streamwood Lane  
Plano, Texas 75093  
Attn: Dr. Richard Ranen

Notice to FACILITY:  
Wise County Jail  
200 Rook Ramsey Dr.  
Decatur, Texas 76234  
Attn: Rick Denney, Jail Administrator

All payments given in the manner prescribed in this section shall be deemed properly served upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**FACILITY**

By: 

J.D. Clark

Title: Wise County Judge

Date: 8-15-16

**PROVIDER**

By: 

Richard G. Ranen, DDS

Title: President

Date: JULY 24, 2016

## **EXHIBIT A**

### **HIPAA Compliance**

PROVIDER agrees to keep private and to secure any information provided by FACILITY that is considered either Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) privacy standards adopted by the U. S. Department of Health and Human Services as they may be amended from time to time, 45 CFR Parts 160 and 164, subparts A and E (“Privacy Rule”) and 45 CFR Parts 160, 162, and 164 subpart C (“Security Rule”). PROVIDER agrees to only use and disclose Protected Health Information (PHI) as required to perform the services outlined in this Agreement, which may include the proper management and administration of the Agreement and PROVIDER may provide data aggregation services to the health care operations of FACILITY. PROVIDER will not use or further disclose PHI other than as permitted under this Agreement and PROVIDER will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. PROVIDER agrees to promptly notify FACILITY of any use or disclosure of PHI not provided for in this Agreement. PROVIDER agrees to notify FACILITY of its corrective actions to cure any breaches as soon as possible. PROVIDER understands that FACILITY may terminate this Agreement immediately if PROVIDER’s actions are not successful in remedying the breach and FACILITY may report the problem to the Secretary of Health and Human Services. PROVIDER shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. PROVIDER agrees to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. PROVIDER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by FACILITY available to the Secretary of Health and Human Services or FACILITY for purposes of determining the PROVIDER’s compliance with the HIPAA Privacy Regulations. After PROVIDER has completed working with or using PHI provided by FACILITY, PROVIDER agrees to return or destroy all PHI if feasible and if not feasible PROVIDER agrees to continue to protect the PHI from wrongful uses and disclosures. If PROVIDER decides to destroy PHI provided by FACILITY under this Agreement, PROVIDER will keep a record of the proper destruction or provide FACILITY with notice and certification of proper destruction of PHI.

**EXHIBIT B**  
**Dental Fee Schedule**

The following list sets forth a description and schedule of charges for Services to be provided by PROVIDER:

Code	Description	Fee
<b>Diagnostic</b>		
D0140	Limited Oral Evaluation Problem Focused*	\$32.57
D0220	Intraoral Peripical First Film*	\$16.79
D0230	Intraoral Peripical Additional Film*	\$11.74
<b>Restorative</b>		
D2920	Recement Crown	\$20.00
D2940	Sedative Filling	\$36.58
<b>Endodontics</b>		
D3221	Therapeutic Pulpotomy*	\$94.33
<b>Oral &amp; Maxillofacial Surgery</b>		
D7140	Extraction Erupted Tooth/Exposed Root*	\$74.88
D7210	Surgical Removal Erupted Tooth*	\$119.28
D7250	Surgical Removal of Residual Tooth Roots*	\$118.54
D7510	Incision & Drainage Of Abscess - Intraoral Soft Tissue	\$90.64
<b>Adjunctive General Services</b>		
D9110	Emergency Treatment/Palliative	\$38.75
D9430	Office Visit For Observation	\$0.00
ZCA022	Patient Refusal	\$0.00
ZCA023	After Hours Call	\$0.00

\* Indicates the most commonly performed procedures

# CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there is a contract.  
Complete Nos. 1, 2, 3, 5, and 6 if there is no contract.

1 Name of business entity filing form of business.  
Correctional Dental Services PLLC  
Plano, TX United States

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

3 Provide the following information:  
Contract No. \_\_\_\_\_  
Contract Date \_\_\_\_\_  
Contract Description \_\_\_\_\_

4 Name of the person filing this form: \_\_\_\_\_

5 Check only if there is NO contract.

6 AFFIDAVIT



NOTARY SIGNATURE

NOTARY PUBLIC

COMMISSION EXPIRES

DATE

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EMERGENCY WATERSHED PROTECTION PROGRAM (EWP)  
OPERATION AND MAINTENANCE AGREEMENT

This Agreement made on August 15, 2016 is between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the NRCS, and Wise County, hereinafter referred to as the Sponsor:

The Sponsor and the NRCS agree to carry out the terms and conditions of this agreement for the operation and maintenance (O&M) of the Floodwater Retarding Structure (FRS) repaired with EWP funding on the following dams:

site 16, site 23A, site 23B, site 26, site 12-1, site 12-2  
site 14-1a1, site 15-2, site 15-3,

This agreement shall remain in effect 10 years from the date of signature.

I. GENERAL

A. The Sponsors shall:

1. Operate, maintain and replace the structure in accordance with this O&M Agreement, the original watershed O&M agreement (if valid), and all applicable Federal, State, local, and tribal laws and regulations;
2. Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the repaired structure;
3. Request assistance from the NRCS for training, site-specific technical assistance, and O&M inspections of the repaired structure;
4. Notify authorities of emergency situations that may result in risks to public health and safety; and
5. Provide the NRCS personnel or its agents the right of free access to the repaired structure at any reasonable time for the purpose of carrying out the terms of the agreement.

B. NRCS shall:

1. Upon request of the sponsor(s), and to the extent that its resources permit, provide consultative assistance in the inspection, operation, maintenance and replacement of the repaired structure.

II. OPERATION

Operation includes the administration, management, and performance of non-maintenance activities needed to keep a practice safe and functioning as planned. This includes being cognizant

of changes in watershed conditions, both upstream and downstream from completed practices, that would alter the intended function of the project during storm events.

### III. MAINTENANCE

Maintenance includes the routine work required to prevent deterioration of practices and to repair or replace practice components. It includes recurring needs, such as replanting, fertilizing and managing vegetation on dams and in channels as well as repairing or replacing side channels and drop structures associated with a channel. Maintenance also includes repairing damages to completed practices caused by normal deterioration, drought, vandalism, or flooding from other than a catastrophic event.

### IV. VIOLATIONS

This Agreement is a legally binding contract which shall be enforced as necessary to protect the interest of the Federal government and the general public. It is understood that if the Sponsor(s) fail to accomplish the provisions of the O&M plan(s), they will be required to reimburse the federal government for the financial assistance provided by the NRCS. The Federal government shall have the right to take any further actions it deems necessary.

Wise County  
Local Organization

By [Signature]

Title County Judge

Date 8-15-16

The signing of this agreement was authorized by a resolution of the governing body of the Sponsoring organization.

[Signature]  
(Secretary, Local Organization)

Sherry Lemon  
Ex-Officio Clerk of Commissioners Court  
County Clerk, Wise County



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**Bentley**  
Sustaining Infrastructure

Bentley Systems, Incorporated  
685 Stockton Drive,  
Exton, PA 19341  
Tel: 1 800 513 5103  
Fax: +1 (610) 458 2779

[www.bentley.com](http://www.bentley.com)

03 July 2016

Wise County  
Attn: Engineer  
PO Box 899  
DECATUR TX 76234-0899  
USA

Business Partner No.:1000367842

SELECT Agreement: 12368565

Dear Sir/Madam,

**RE: Reminder for renewal of Bentley SELECT Subscription for your software licenses**

Our records show that your current Bentley SELECT Agreement is due for renewal on 30 September 2016. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

In accordance with the terms and conditions of your SELECT Program Agreement, we will be sending you an invoice for the next term of your contract as per the attached Renewal Quote. If your organization has a requirement to issue a Purchase Order, please use the attached Renewal Quote 40776379 as your reference. Please ensure you review the detailed listing of all your products and submit your PO promptly to Bentley Systems, Incorporated by 30 August 2016. This will ensure your Bentley SELECT services continue without interruption. Please contact your Bentley Sales Representative if you wish to review or discuss any aspect of this Renewal Quote.

The Bentley SELECT subscription program continues to deliver the most comprehensive investment protection program for your Bentley software, your team and the information they create. Renewal of Bentley SELECT

(<http://www.bentley.com/en-US/Subscriptions/Bentley+SELECT/>) will ensure continuity of the following benefits:

- Flexible Licensing Options, including portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades, to name a few

Your Bentley SELECT Agreement is our commitment to continue to provide you and your organization with the highest levels of service. As an immediate benefit to you, we will be upgrading your SELECTserver to the latest version that will help you with better management of your Bentley assets. For details on the upgrade process, please click [here](#).

Please do not hesitate to contact your Sales representative, or a Bentley representative here if you have any inquiries or require any assistance.

We look forward to continuing our mutually beneficial relationship for many years to come!!

Yours truly,

Tel:  
Fax:  
E-mail:



**Bentley**<sup>®</sup>  
Sustaining Infrastructure

## Renewal Advice

RAS Number: 40776379  
Number of Pages: 2 / 3

Date: 03 July 2016  
Valid Until: 03 September 2016  
Customer ID: 1000367842

Ship-to: Wise County  
Attn: Engineer  
PO Box 899  
DECATUR TX 76234-0899  
USA

Bill-to: Wise County  
Attn: Engineer  
PO Box 899  
DECATUR TX 76234-0899  
USA

Tel No: +1 (940) 627-6655  
Fax No:

Tel No: +1 (940) 627-6655  
Fax No:

If your organization is a subscriber to Bentley SELECT, the pricing listed on this page of the quote is prorated to the end of your current billing cycle. If applicable, future invoices will be generated based on the billing cycle shown on the following pages. The total from this first section of the quote is your immediate purchase value.

### Subscriptions

No.	Part # Description	Quantity	Unit Pricing		Total
10	1005/ MicroStation PowerDraft SELECT Sub Subscription Period 01 October 2016 Through 30 September 2017	1	Gross Value	405.00	405.00
			Net Price	405.00	
<b>Subscription Sub Total</b>					<b>405.00</b>
<b>Total of Immediate Purchase</b>					<b>405.00</b>
<b>Grand Total of Quote (over life of contract)</b>					<b>405.00</b>
<b>Currency</b>					<b>USD</b>

Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation.

**Export Control:**

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see <http://www.bis.doc.gov>

Bentley is subject to the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions Programs regulations. Those regulations require Bentley not engage in transactions (1) with designated persons and entities set forth on OFAC's Specially Designated Nationals List ("SDN List"), see <http://www.treasury.gov/ofac/downloads/ctrylst.txt>, or (2) where a customer intends to finance a purchase of Bentley software and/or technology through new debt or equity by or for entities identified on OFAC's Sectoral Sanctions Identifications List ("SSI List"), see [http://www.treasury.gov/ofac/downloads/ssi/ssi\\_ctrylst.txt](http://www.treasury.gov/ofac/downloads/ssi/ssi_ctrylst.txt). Accordingly, Bentley will not engage in such transactions.

**\*\* Note:**

Pricing is only applicable to the products and quantities contained within this quote and may not be applied to a subset of the quotation. If you are a SELECT Subscriber, the terms of your SELECT Program Agreement shall apply to any purchases made pursuant to this quote.

Your payment term shall be: Net 30 Days

Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

**Agreed and accepted by:**

  
\_\_\_\_\_

(Subscriber's Signature)

JD Clark  
\_\_\_\_\_

(Subscriber's Name)

County Judge  
\_\_\_\_\_

(Title)

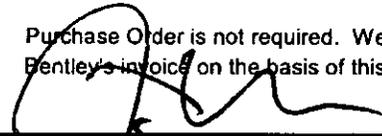
8-15-16  
\_\_\_\_\_

(Date)

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number below and attach a copy with your acceptance of this quote.

Please bill against PO N# \_\_\_\_\_

Purchase Order is not required. We will accept Bentley's invoice on the basis of this signed quote.

  
\_\_\_\_\_

(Subscriber's Signature)

8-15-16  
\_\_\_\_\_

(Date)

**Bentley Contact:**

Name:

Tel:

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Bentley Systems, Incorporated  
Exton, PA United States

Certificate Number:  
2016-95367

Date Filed:  
08/05/2016

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

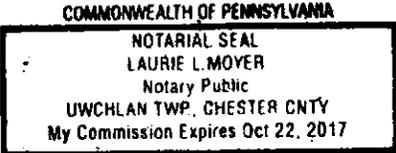
Date Acknowledged:  
*8-15-16*

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
CLA number 12368565  
Software sales and services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bentley, Ray	Exton, PA United States	X	
Bentley, Barry	Exton, PA United States	X	
Bentley, Keith	Exton, PA United States	X	
Bentley, Greg	Exton, PA United States	X	

5 Check only if there is NO Interested Party.

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



*David R. Shuman*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said David R. Shuman, this the 5<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*Laurie L. Moyer*      Laurie L. Moyer      Notary Public  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**JANITORIAL CONTRACT**  
**FOR THE**  
**WISE COUNTY JUVENILE PROBATION OFFICE**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2016-2017**

**WHEREAS**, Bill Austin, the department head for the Wise County Juvenile Probation is in need of a service to clean the Wise County Juvenile Probation Office located at 401 Rook Ramsey Drive Decatur, Texas 76234 (hereinafter Probation Office).

**WHEREAS**, Ms. Brandi Bronniman provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

**NOW THEREFORE**, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

**TERMS**

1. Ms. Bronniman will provide cleaning services to the Probation Office between the hours of 8:00 a.m. and 5:00 p.m Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Bronniman shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$85.00 per week for the aforementioned services.
4. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. All cleaning responsibilities will include all the basic cleaning services required by the Department Head of the Probation Office.
7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Bronniman while providing said Contractual Janitorial work to the Probation Office.
8. Further, Ms. Bronniman is not nor shall she be considered an agent of the County for any purposes.

AGREED by Brandi Bronniman on the 6th day of July 2014

Signature: Brandi Bronniman

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 15 day of August 2014, and

Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: [Signature]

Wise County Judge

Approved:

Signature: Bill Ruston

Wise County Juvenile Probation

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-80725

Date Filed:  
07/06/2016

Date Acknowledged:  
8-15-16

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

Brandi Bronniman  
Decatur, TX United States

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

Wise County

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

FY17 cleaning services  
FY17 cleaning services for Wise County Juvenile Probation

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



Brandi Bronniman  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brandi Bronniman, this the 15th day of July, 2016, to certify which, witness my hand and seal of office.

D Loucks  
Signature of officer administering oath

Danielle Loucks  
Printed name of officer administering oath

Personal Banker  
Title of officer administering oath

209

New  
 Update

CLEAR FORM

### LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

\*\*\*This application must be updated and resubmitted within 30 days of any changes\*\*\*

Federal  State  Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): \_\_\_\_\_

2YTXXX DODAAC (Update Only): \_\_\_\_\_

AGENCY: Wise County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 200 Rook Ramsey Drive

CITY: Decatur STATE: Texas ZIP: 76234

\*\*\*AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM\*\*\*  
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: \_\_\_\_\_ PART-TIME: \_\_\_\_\_

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

\*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Shearin, Wendy	shearinw@sheriff.co.wise.tx.us	940.627.5971
SCREENER/POC #2	Downes, Heinrich	downesh@sheriff.co.wise.tx.us	940.627.5971
SCREENER/POC #3	Gomez, Gumericino		940.627.5971
SCREENER/POC #4	Lanier, Chad		940.627.5971
WEAPON/POC	Caddell, Clint		940.627.5971
AIRCRAFT/POC	XXXX		
VEHICLE/POC	Moseley, Asa	moseleya@sheriff.co.wise.tx.us	940.627.5971

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/  
HEAD OF LOCAL AGENCY

Sheriff - Lane Akin

DATE: 08-07-16

PRINTED NAME  
  
SIGNATURE

STATE COORDINATOR/SPOC:  
(NOT REQUIRED FOR FEDERAL AGENCIES)

Skylor Hearn

DATE: \_\_\_\_\_

PRINTED NAME  
SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16

**TEXAS 1033 SURPLUS PROPERTY PROGRAM  
RELEASE OF LIABILITY**

AGENCY: Wise County Sheriff's Office Decatur, Wise County, Texas  
City, County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)\* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

N. Lane Akin  
Signature

08-02-16  
Date

N. Lane Akin / Sheriff  
Name/Title

AUTHORIZED OFFICIAL (2):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

J.D. Clark / County Judge  
Name/Title

\*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

- (1) Agency Chief Executive Official – Chief of Police or County Sheriff
- (2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

20g.

**STATE PLAN OF OPERATION BETWEEN  
THE STATE OF TEXAS  
AND THE**

Wise County Sheriff's Office

---

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Texas and the Wise County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**III. GENERAL TERMS AND CONDITIONS**

**A. Operational Authority.**

The Governor of the State of Texas has designated in writing with an effective date of August 8, 2011 to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by the Texas Department of Public Safety. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of Texas are as follows:

State Coordinator (SC): Skylor Hearn

(if appointed) State Point of Contact (SPOC): Rolando Ayala

(if appointed) State Point of Contact (SPOC): Laurie Patterson

(if appointed) State Point of Contact (SPOC): John Riddick

The State Coordinator contact information is:

Agency Address/Location: 5805 North Lamar Boulevard, Austin, Texas 78773

EMAIL/Contact Phone Numbers: Texas1033program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: Monday-Friday, 7:00 am – 5:00 pm

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

- B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.
- C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.
- D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.
- E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.
- F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).

2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).

3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

#### IV. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.

2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.

3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.

4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

**C. State Required Compliance Criteria:**

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.
3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

**V. ANNUAL INVENTORY REQUIREMENT**

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31<sup>st</sup> of each year. The Fiscal Year (FY) is defined as October 1<sup>st</sup> through September 30<sup>th</sup> of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31<sup>st</sup> may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

## **VI. PROGRAM COMPLIANCE REVIEWS**

A. The State of Texas in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

## VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

## IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

i. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

- (a) A review of each selected LEAs LESO Program files.
- (b) A review of the signed State Plan of Operation.
- (c) A review of the LEA application and screener(s) letter.
- (d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.
- (e) A review of property accountability procedures to include the following criteria;

- 1. The proper security and storage of assets. (Secure controlled area with limited access).
- 2. Asset tracking and sign out procedures in place for LESO assets.
- 3. Prior approval of any transfer of high visibility assets.
- 4. Reporting of all lost, missing or stolen assets.
- 5. Identification of all unused property\*\*

\*\*The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

- (f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

## **VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY**

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

- 1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
4. LESO Program files must be segregated from all other records.
5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-2), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

## **X. PROPERTY ALLOCATION**

### **A. The State and LEA's shall:**

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.
2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.
3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.
4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.
5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

## **XI. PROGRAM SUSPENSION & TERMINATION**

A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.

B. The State and/or DLA LESO shall suspend or terminate an LEA:

1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.
4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.
5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.
6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.
7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.
9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.
10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

## **XII. COSTS & FEES**

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

## **XIII. NOTICES**

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

## **XIV. ANTI-DISCRIMINATION**

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

## **XV. INDEMNIFICATION CLAUSE**

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered



**XXI. Amendment**

A. As of November 7, 2014, the DLA LESO implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6) and that now require additional documentation that must accompany requests for specific controllable property. This amends the Law Enforcement Agencies (LEA) responsibilities within the existing State Plan of Operation (SPO) between the State of Texas and the LEA listed in the SPO. This Amendment is effective immediately.

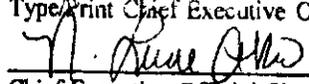
The LEA will adhere to the following program changes.

1. With all requests for Tactical Vehicles, Aircraft and Weapons, the State and/or LEA must certify that they have a training plan which covers the use of the requested equipment. Requests without this supporting documentation will not be approved.
2. The Demilitarization Code of "Q" with Integrity Code of "6" has been considered to be Commerce Control List items (cannot be exported) and is considered controllable property by the Department of Defense and DLA. This replaces any language of the current SPO that refers to the property with a DEMIL code of Q6.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

Wise County Sheriff's Office  
Type/Print Agency Name

N. Lane Akin  
Type/Print Chief Executive Official Name

  
Chief Executive Official Signature

08-02-16  
Date (MM/DD/YYYY)

SKYLOR HEARN  
Type/Print State Coordinator Name

\_\_\_\_\_  
State Coordinator Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

International Business Machines Corporation

Invoice to WISE COUNTY DISTRICT ATTORNEYS Attn: Jack Mcguinn OFFICE WISE COUNTY COURT HOUSE 101 N TRINITY ST #101 DECATUR TX 76234-7638 Address Correction

Invoice Number 8555007 Customer Number 9822429-00

Invoice date JULY 10, 2016

Page 1

Accounts Rec. Department TWP Amount 56.92

Please remit payments to



Invoice to  Installed at

IBM CORPORATION  
P.O. BOX 676673  
DALLAS, TX 75267-6673

Remittance Copy

Customer Support:

ibm.com/customersupport/us

12 333627 9822429 071016 080505050000075 000005692

To assure proper credit please detach this portion and return with remittance.

INVOICE FOR DISTRIBUTED SOFTWARE

BILL TO/IBM# : 0003840145/9822429 BILL TO NAME: WISE COUNTY DISTRICT ATTORNEYS  
PAYER/IBM# : 0003840145/9822429 PAYER NAME: WISE COUNTY DISTRICT ATTORNEYS  
SOLD-TO-PARTY/IBM# : 0003840145/9822429 SOLD TO PARTY NAME: WISE COUNTY DISTRICT ATTORNEYS

SHIP TO/IBM# : 0003840145/9822429 INCO TERMS : FOB SHIPPING POINT

WISE COUNTY DISTRICT ATTORNEYS

ATTN: JACK MCGUINN

OFFICE  
WISE COUNTY COURT HOUSE  
101 N TRINITY ST #101  
DECATUR TX 762347638

SHIP VIA : BEST METHOD  
SALES ORDER NO : 0055947406

ITEM NUMBER	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
10	1	DICUULL MAAS360 BUNDLE FOR SPICEWORKS (SAAS) LEGACY CONTRACT PER MONTH		54.00	54.00

START DATE: 10-AUG-2016 END DATE: 09-AUG-2017

INVOICE SUBTOTAL 54.00  
STATE & LOCAL SALES/USE TAX 2.92  
TOTAL TAX 2.92

RIGHTS TO PAYMENT WITH RESPECT TO THIS INVOICE MAY HAVE BEEN ASSIGNED TO MASTER TRUST I.  
THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

Customer reference FIBE CONTRACT Page 0001 OF 1  
Invoice Number 8555007 Invoice date JULY 10, 2016 E Customer Number 9822429-00

International Business Machines Corporation

56.92

## Non-Satellite Based Computing Device Agreement

This document is a request by the 271<sup>st</sup> Judicial District Attorney's Office (Hosted Agency) of the CJIS System Agency (CSA) for the State of Texas, the Texas Department of Public Safety, for the purpose of hosting State and Federal Criminal Justice data over 1 device internet based device(s) that connect to the State network through equipment at 271<sup>st</sup> Judicial District Attorney's Office (Hosting Agency). The Hosted Agency is responsible for meeting all the requirements of the CJIS Security Policy and NCIC Operating Manual at all times regarding training, network security, physical security, and any other requirements specified in the policies and by the CSA for these devices. The Hosted Agency understands that they will be audited by the CSA regarding their usage of these internet based devices at any time at the discretion of the CSA.

The Hosted Agency understands that they are responsible for ensuring that all system users are identified by a unique user ID and compliant password. All computers connected to the CSA's systems shall be protected by a firewall and ensure that the operating system is kept current regarding security updates. Antivirus software must be used at all times and be updated frequently. If the computing device may be used outside of a secure location, the Hosted Agency must ensure that advanced authentication as defined by the CJIS Security Policy is employed. The CJIS Security Policy currently defines a secure location as a criminal justice facility or a police vehicle.

The Hosted Agency understands that failure to comply with any current or future requirements of the CJIS Security Policy, the NCIC Operating Manual, or any policies required by the CSA will be cause for immediate termination of service at the Hosting Agency. Service will remain terminated until such time as the Hosted Agency can demonstrate their ability to remain fully compliant. This determination shall be at the sole discretion of the CSA.

**Hosted Criminal Justice Agency**

Approved for \_\_\_\_\_ devices:

Signature

Signature

Greg Lowery

Printed Name

Printed Name

DISTRICT ATTORNEY

Title

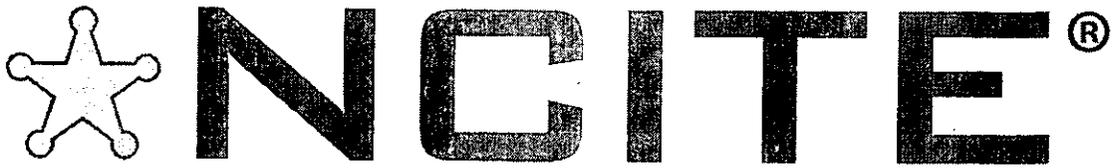
CJIS Security Office - Technical Auditor

Title

July 28, 2015

Date

Date



## System Security Plan

Approved by 271st District Attorneys Office

Signature

Date

7-13-15

Iberon, LLC

5300 Memorial Dr.  
Suite 940  
Houston, TX 77007

277-559-2140

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## Overview

NCITE Mobile Detective™ is an application developed for Android®, iOS® devices that allows a law enforcement officer to run NCIC queries and state specified criminal database queries. Upon accessing the application via a secure login, specified for the particular user, the officer can input a driver's license number, plate number, person's last name/first name/date of birth, or VIN, to check for outstanding warrants, stolen vehicle information, and other information that is available in the NCIC and/or state database.

## Purpose

This document provides an overview of technical and administrative security controls currently implemented to protect the NCITE Mobile Detective™ application.

## Roles and Responsibilities

### Security Officer

Name: Brian Wood  
Title: CIO  
Email: [bwood@iberon.com](mailto:bwood@iberon.com)

### Lead Engineer

Name: C. Jason Harrelson  
Title: Lead Software Engineer  
Email: [cjharrelson@iberon.com](mailto:cjharrelson@iberon.com)

### Project Manager

Name: Jeremy Mattern  
Title: President  
Email: [jmattern@iberon.com](mailto:jmattern@iberon.com)

### Agency - Contact

Name: Greg Lowery  
Title: District Attorney  
Email: [greg.lowery@co.wise.tx.us](mailto:greg.lowery@co.wise.tx.us)

## Iberon, LLC's Facility and Network

NCITE Mobile Detective runs solely on servers installed at the secure NLETS data center in Phoenix, Arizona.

### *Remotely Located Equipment*

Any handheld devices (such as Android® or iOS® smartphones) are to be property of the criminal justice agency, who is responsible for their physical security. Communications with any handheld devices is secured using TLS/SSL and AES, and advanced authentication using two different factors.

## System Integrity

### *Network Security/Internet Access*

- A) Two-factor authentication is required for all Mobile Detective™ transactions.
- B) SonicWALL and additional operating system firewalls are employed to protect access to the Mobile Detective™ servers.
- C) Full disk and database level encryption protects logged data on the Mobile Detective servers. No CJIS data is stored on the mobile devices by the Mobile Detective™ Android®, or iOS® applications.
- D) All data transmitted VIA the Internet is secured using AES encryption by a FIPS 140-2 certified cryptographic module.
- E) All encryption within the Mobile Detective™ server, Android®, and iOS® applications utilize the Open Source Software Institute's OpenSSL FIPS Object Module, which has obtained FIPS 140-2 certification (#1747).

For information regarding the FIPS 140-2 certification of OpenSSL, see: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140crt/FIPS140ConsolidatedCertList0018.pdf> (Certificate #1747)

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140sp/140sp1747.pdf>

### *Firewall and Intrusion Detection*

Servers are located behind a SonicWALL NSA firewall. Intrusion detection and prevention measures are enabled on the SonicWALL device. Additionally, a software firewall is configured on the servers to provide auditing and verification of the SonicWALL firewall.

### *System Access*

All employees and contract employees of Iberon, LLC are rigorously screened. However, only individuals involved in development, quality assurance, and support have access to the sensitive data.

### *Quality Assurance*

A description of the Iberon, LLC QA process is included in Appendix A.

## Personnel Security

### *Background Checks*

All employees and new applicants working on or with NCITE Mobile Detective™ are required to pass a fingerprint background check performed by a law enforcement agency. All employees and new applicants experience a full background investigation that includes contacting past or present employers and personal references. The security officer maintains a list of personnel who successfully completed the background investigation.

### *Storage and Disposal of Printed Media*

Iberon, LLC shreds all sensitive printed material. Each wing of the building contains a shredder accessible by all personnel. No sensitive materials are ever disposed of without first shredding.

### *Sanitation and Fixed Storage Media*

Any fixed storage media will be written over at least seven times and/or in compliance with DoD 5220.22.M.

## NCITE Application Security

NCITE Mobile Detective™ is an application developed and hosted by Iberon, LLC for police departments. Iberon, LLC is responsible for implementation and maintenance of all technical security controls protecting the application, as well as administrative controls dealing with the development and support of the application. 271st District Attorneys Office is responsible for administrative controls related to the operation of the application.

### *Encryption*

NCITE Mobile Detective's™ communications are secured using AES with a minimum key size of 128-bits. Communications between the Mobile Detective™ servers and Android® / iOS® mobile devices are secured using FIPS 140-2 certified cryptographic modules. No clear text CJIS data is ever transmitted (including behind firewalls) between the mobile devices and Mobile Detective servers

## System Security Plan

### *System Authentication*

#### *Passwords shall:*

- ✓ Be a minimum length of (8) characters
- ✓ Contain at least one non-alpha numeric character
- ✓ Not be the same as the users id
- ✓ Be changed within a maximum of every 90 days

### *Device Authentication*

Mobile Detective™ systems utilize two-factor authentication when accessing FBI CJIS data. This includes a user ID and password, and a RSA key pair unique to every device.

### *Password Recovery*

Password changes / recoveries are accomplished on the server side of Mobile Detective™.

## Appendix A

### *Product Development Process*

This section defines the process we use at Iberon, LLC to develop revisions to existing products. We may use a variation of this process for the initial phase of a new product. As we discuss each phase of a revision, we describe the corresponding Pivotal Tracker activity as well. Pivotal Tracker is a web-based tool for tracking product bugs and requests for enhancements (RFE), as well as tracking releases and changes to the production environment.

### *Development*

During this phase of the release, the developers actively code and unit test the components that comprise the list of RFEs. As the developers complete each component, they will change its status in Pivotal Tracker to Complete. Coding and unit testing guidelines as well as the use of Subversion for revision control are beyond the scope of this document. However, it should be noted that a single deployment script will exist for each product that can be used to deploy all of the product components for a specific revision to a specified environment.

Also, during this phase, the QA group will be developing a test plan for the release.

### *Integration Testing (Regression)*

The Lead Developer will normally schedule milestone dates for Mondays and promotion to QA will normally be scheduled for Wednesdays. The Development Team will use the time between the final milestone and the promotion to QA for integration testing of the entire release, which includes all RFEs and their associated components. As a Developer completes each RFE, the Development Team is expected to perform integration testing to verify that the RFE works properly. However, after a Developer completes each RFE, additional development work continues. This final integration testing period will create an opportunity for the Development Team to test the entire release while the code stays in a stable, not changing state.

### *QA Testing*

The QA group will develop a test plan to test all of the RFEs associated with the release. The group will execute this plan after the promotion to QA. In addition to testing the new features, the QA group will perform a regression test to ensure that existing product features do not break at the introduction of the new RFEs.

When a problem is found in QA, a ticket is created in Pivotal Tracker and its document type is set to **bug**. (The QA Tester, Product Manager, or one of the developers may find problems that lead to QA Issues.)

## System Security Plan

The ticket is assigned to the developer responsible for the component or the Lead Developer if a specific component cannot be identified. The QA Issue is used to track the status of the problem and will be assigned back and forth between the QA Tester and Component Developer until the issue is resolved. At that time the QA Tester will set the status of the ticket to fixed. The QA Issue will be automatically set to closed when the release is moved to production.

### *Promotion to Staging*

Before the promotion to staging, the Lead Developer will send an email to the support group informing them of the pending promotion to staging. This email should include a link to the release notes in Pivotal Tracker. It should also include any information about black out periods. A black out period arises when the promotion to staging introduces significant risk to implementation changes moving from staging to production. The black out period will normally start when the Development Team promotes code to staging and it lasts until the Team promotes that same code to production.

The Lead Developer is responsible for deploying the release to production. The Lead Developer will normally schedule promotion to production on a Friday. The same deployment script used to deploy the release to QA deploys the release to production.

### *Promotion to Production*

The Development Team deploys releases to production during the normal maintenance window typically scheduled on Friday mornings from 11:00 a.m. – 12:00 p.m central time.

The Lead Developer is responsible for deploying the release to production. The Lead Developer should deploy to production using the same steps that were used to promote the release to QA and PREP.

After the production move is complete and all changes are verified, the Lead Developer will mark all tickets resolved in the release as closed.

*Agency Identification*

Agency Name 271 <sup>ST</sup> DISTRICT ATTORNEY'S OFFICE		ORI TX249015A
Agency Address 101 N. TRINITY		
City DECATUR		Zip 76234
Agency Representative (Title and Name) GREG LOWERY, DISTRICT ATTORNEY		
Phone Number 940-627-5257		Fax Number
Email address greg.lowery@co.wise.tx.us		

*Contractor Identification*

Company Name IBERON, L.L.C		
Company Address 5300 MEMORIAL DR., STE. 940		
City HOUSTON		State TX
		Zip 77007
Contractor Representative (Title and Name) JEREMY MATTERN, PRESIDENT		
Phone Number 713-357-7151		Fax Number
Email address jmattern@iberon.com		

Submit hard copies and any applicant finger print cards to:

Via USPS:  
Texas Department of Public Safety  
CJIS Security Office \ Information Technology  
P O Box 4143 MSC 214  
Austin TX 78765-4143

Via overnight carrier:  
Texas Department of Public Safety  
CJIS Security Office \ Information Technology  
5805 N. Lamar, Bldg. G  
Austin, TX 78752

Email can be sent to: [Security.Committee@txdps.state.tx.us](mailto:Security.Committee@txdps.state.tx.us)

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM  
Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (b)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

**1.01 Contracting Government Agency (CGA)** - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.02 Contractor** - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

**2.01** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

**3.00 Responsibilities of the Contractor.**

**3.01** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

**4.01** The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM  
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

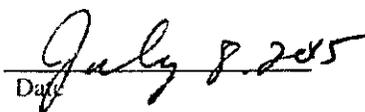
I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.



Signature of Contractor Employee

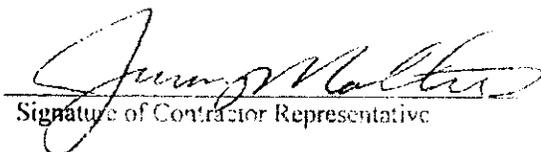
Jeremy Mattern

Printed or Typed Contractor Employee Name



Date

Sex: M Race: W DOB: 04-14-1977 State/ID or DL: TX 10287864



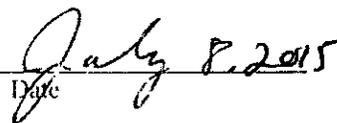
Signature of Contractor Representative

Jeremy Mattern

Printed or Typed Name of Contractor Representative

Iberon, LLC - President

Organization Name and Representative's Title



Date

FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM  
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

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Signature of Contractor Employee

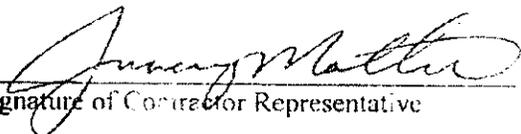
07-08-2015

Date

Michael Baumgarten

Printed or Typed Contractor Employee Name

Sex: M Race: W DOB: 04-25-1980 State/ID or DL: TX 13451195



Signature of Contractor Representative

July 8, 2015

Date

Jeremy Mattern

Printed or Typed Name of Contractor Representative

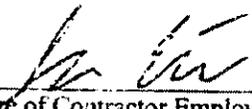
Iberon, LLC - President

Organization Name and Representative's Title

FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM  
CERTIFICATION

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\_\_\_\_\_  
Signature of Contractor Employee

7-8-2015  
\_\_\_\_\_  
Date

Josh Ricken  
\_\_\_\_\_  
Printed or Typed Contractor Employee Name

Sex: M Race: W DOB: 01-16-1985 State/ID or DL: TX 03166132

  
\_\_\_\_\_  
Signature of Contractor Representative

July 8, 2015  
\_\_\_\_\_  
Date

Jeremy Mattern  
\_\_\_\_\_  
Printed or Typed Name of Contractor Representative

Iberon, LLC - President  
\_\_\_\_\_  
Organization Name and Representative's Title

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CRIMINAL JUSTICE INFORMATION SERVICES  
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Paul McKinney  
Signature of Contractor Employee

07/08/15  
Date

Paul McKinney  
Printed or Typed Contractor Employee Name

Sex: M Race: W DOB: 09/17/1968 State/ID or DL: 13210031

Jeremy Mattson  
Signature of Contractor Representative

July 8, 2015  
Date

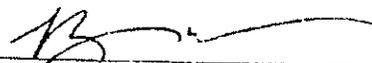
Jeremy Mattson  
Printed or Typed Name of Contractor Representative

Iberon, LLC President  
Organization Name and Representative's Title

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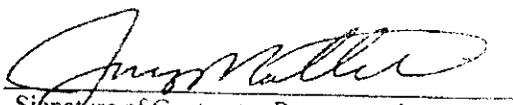
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\_\_\_\_\_  
Signature of Contractor Employee

7-8-2015  
\_\_\_\_\_  
Date

Brian Wood  
\_\_\_\_\_  
Printed or Typed Contractor Employee Name

Sex: M Race: W DOB: 08-10-1979 State/ID or DL: TX 03142135

  
\_\_\_\_\_  
Signature of Contractor Representative

July 8, 2015  
\_\_\_\_\_  
Date

Jeremy Mattern  
\_\_\_\_\_  
Printed or Typed Name of Contractor Representative

Iberon, LLC - President  
\_\_\_\_\_  
Organization Name and Representative's Title

FEDERAL BUREAU OF INVESTIGATION  
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\_\_\_\_\_  
Signature of Contractor Employee

07/08/15  
\_\_\_\_\_  
Date

Christopher J Harrison  
\_\_\_\_\_  
Printed or Typed Contractor Employee Name

Sex: M Race: W DOB: 08-12-1976 State/ID or DL: TX 21158548

  
\_\_\_\_\_  
Signature of Contractor Representative

July 8, 2015  
\_\_\_\_\_  
Date

Jeremy Mattern  
\_\_\_\_\_  
Printed or Typed Name of Contractor Representative

Iberon, LLC - President  
\_\_\_\_\_  
Organization Name and Representative's Title

**Texas Signatory Page**

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Greg Lowery

Printed Name of Agency Representative

  
Signature of Agency Representative

District Attorney

Title

271st District Attorney's Office TX249015A

7-13-15

Agency Name and ORI

Date

Jeremy Maern

Printed Name of Vendor (Contractor) Representative

  
Signature of Vendor (Contractor) Representative

President

Title

Iberon, LLC

Vendor Organization Name

July 8, 2015  
Date

20g

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WISE COUNTY**

**OAG Contract No. 1772250**

This contract is executed between the Office of the Attorney General (OAG) and Wise County (GRANTEE) for certain grant funds. The Office of the Attorney General and Wise County may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with Section 6 of this contract.

**SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

**3.5 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

## **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to

forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such

records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

## **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a**

cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:**

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due

for each quarter) to GRANTEE by September 1, 2016. The Certified Vendor will notify the OAG within twenty (20) days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The quarters for FY2017 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2017 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of the quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the fifth (5th) day of the month following the end of the quarter, as defined above. If an invoice is submitted after the fifth (5th) day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other Party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** 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.

Termination of this contract for any reason or expiration of this contract shall not release the Parties 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. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund

all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

**6.5 Notices to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, 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 confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the

OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this**

**contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR,** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 Special Conditions.** Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section I are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

**WISE COUNTY**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WISE COUNTY**

**OAG Contract No. 1772250**

**EXHIBIT A**

**Population Size: Medium**

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$11,616.48	\$0.00	12	<b>\$11,616.48</b>

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WISE COUNTY**

**OAG Contract No. 1772250**

**EXHIBIT B**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

INTERLOCAL AGREEMENT BY AND BETWEEN WISE COUNTY, TEXAS  
AND THE CITY OF DECATUR, TEXAS

THE STATE OF TEXAS §

COUNTY OF WISE §

WHEREAS, this agreement is made between Wise County, Texas, namely Wise County EMS (COUNTY) and the City of Decatur, Texas, namely Decatur Fire Department (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code for training of CITY firefighters through a ride out program with the COUNTY'S EMS; and

WHEREAS, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the CITY currently has a need for training for first responder services for their employees and the COUNTY is equipped to render such services through Wise County EMS ; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**PUBLIC PURPOSE**

It is agreed by the aforementioned parties to be of mutual interest and advantage that the Decatur firefighters, being that they are first responders on medical emergencies in and around the city of Decatur, be given the benefit of working with and learning the practices of Wise County EMS EMT's and Paramedics in the care of patients. It is also agreed upon that, by allowing the Decatur firefighters to do internship ride outs, this agreement benefits Wise County EMS and the EMS employees by having additional assistance in the treatment and care of patients.

**SPECIFIC RESPONSIBILITIES OF DECATUR FIRE DEPARTMENT**

1. It shall be the responsibility of the Decatur Fire Department after consultation with Wise County EMS to plan, coordinate and implement the program for the internship period.
2. Decatur Fire employees are not to represent themselves as employees of Wise County EMS at any time.
3. Decatur Fire employees will abide by the policies and procedures of Wise County EMS, while using its facilities and Equipment.
4. The Decatur Fire Department will provide Wise County EMS with a schedule containing days of the week and times of the day to be reserved for Decatur Fire Department employee's internship. This schedule will be updated as needed upon agreement of both parties.
5. The Decatur Fire Department will provide the appropriate Decatur Program Director's telephone number.
6. Decatur Fire Department employees will be covered by a blanket liability insurance policy.

7. Decatur Fire Department will indemnify and hold harmless Wise County EMS from acts of negligence occasioned by Decatur Fire employees.
8. The Coordinator of the Decatur Fire Program or his designee will plan coordinating meetings with the EMS Director or his/her designee.

### **SPECIFIC RESPONSIBILITIES OF Wise County EMS**

1. Wise County EMS shall provide facilities for clinical internship program practice in designated areas.
2. Permit the use of available classroom, library, and locker facilities.
3. Provide equipment and supplies needed for the care of the patient.
4. Maintain high quality patient care and an environment in which progress planning is made.
5. Provide the Decatur Fire Department copies of policies and procedures that pertain to interns.
6. Retain responsibility of patient care. Interns found negligent may be refused permission to practice at Wise County EMS.

### **GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)**

**In difference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.**

### **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party 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.

### **DEFAULT**

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled all available options under the termination and dispute resolution sections of this Agreement.

### **TERM AND RENEWAL**

This contract shall be effective on the date stated below and this shall expire at midnight of September 30, 2017. There shall be no automatic renewal of this contract. It is agreed that renewal this Interlocal contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

## TERMINATION

**By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

**For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.

**By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

## GENERAL PROVISIONS

**Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

### **Notices:**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge  
P.O. Box 393  
Decatur, Texas 76234

**To CITY:** Any notice permitted or required to be given to the City hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas 76\_\_\_\_\_

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

**Entire Agreement:** 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.

**Amendment:** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

**DATED** to be effective the latest of the below dated signatures.

**WISE COUNTY**

\_\_\_\_\_

**J,D, Clark--Wise County Judge**

**Date:** \_\_\_\_\_

**CITY OF DECATUR**

**BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**WISE COUNTY EMS DIRECTOR**

\_\_\_\_\_

**Charles Dillard**

**Date:** \_\_\_\_\_

**DECATUR FIRE DEPARTMENT**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

20g

**Amanda Knox**

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**From:** Diana Alexander <diana.alexander@co.wise.tx.us>  
**Sent:** Monday, August 22, 2016 9:17 AM  
**To:** Amanda Knox  
**Subject:** FW: County Choice Silver Retiree Information  
**Attachments:** doc01975920160819094826.pdf

Fully executed and I will also submit the "changed" TAC interlocal(already sent to you) that reflects the addition of the retiree program.

Thanks,  
Diana

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**From:** Katherine Hudson [mailto:treasurer@co.wise.tx.us]  
**Sent:** Friday, August 19, 2016 10:43 AM  
**To:** 'Maria Castillo'; 'Aaberg, Thomas'  
**Cc:** 'J.D. Clark'; 'Auditor'; 'Alexander, Diana'; 'Rameshea Brandon'  
**Subject:** RE: County Choice Silver Retiree Information

Attached is the signed contract on retiree program

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**From:** Maria Castillo [mailto:MariaC@county.org]  
**Sent:** Wednesday, August 17, 2016 3:19 PM  
**To:** 'Aaberg, Thomas'; Hudson, Katherine  
**Cc:** J.D. Clark; Auditor; Alexander, Diana; Rameshea Brandon  
**Subject:** RE: County Choice Silver Retiree Information

Good afternoon all,

Attached is the group paperwork for the retiree program. Please complete and return to me as soon as possible. 2017 rates are also included for your information. Let us know if you have any questions. Thank you, Maria.

---

**From:** Maria Castillo [mailto:MariaC@county.org]  
**Sent:** Tuesday, August 16, 2016 2:38 PM  
**To:** Hudson, Katherine  
**Cc:** J.D. Clark; Auditor; Aaberg, Thomas; Alexander, Diana; Rameshea Brandon; Maria Castillo  
**Subject:** RE: County Choice Silver Retiree Information

Fantastic! I will work on the paperwork and send to you as quickly as possible. On the Interlocal Agreement, please mark the box "County Choice Silver" and send to me. Thank you, Maria.

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**From:** Katherine Hudson [mailto:treasurer@co.wise.tx.us]  
**Sent:** Monday, August 15, 2016 2:07 PM  
**To:** Maria Castillo <MariaC@county.org>  
**Cc:** Clark, JD <jd.clark@co.wise.tx.us>; auditor@co.wise.tx.us; Thomas Aaberg <thomas.aaberg@co.wise.tx.us>; Diana Alexander <diana.alexander@co.wise.tx.us>  
**Subject:** RE: County Choice Silver Retiree Information

Maria

Wise County Commissioner's Court met this morning and they voted to include the County Choice Silver Retiree plan to our retirees, please let me know what additional information you will need from us.

Thank you!  
Katherine

---

**From:** Maria Castillo [<mailto:mariac@county.org>]  
**Sent:** Tuesday, August 09, 2016 12:33 PM  
**To:** [treasurer@co.wise.tx.us](mailto:treasurer@co.wise.tx.us)  
**Subject:** County Choice Silver Retiree Information

**You have received a secure message**

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**Read your secure message by clicking the link below,** The Web browser will be launched and prompt you to log in.

[click this to open the secure message](#)

If you have concerns about the validity of this message, contact the sender directly.

**Help - [Help](#)**

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## UnitedHealthcare Supplement Plan

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) offers a Retiree Medical Benefits Program for Medicare eligible retirees through UnitedHealthcare (UHC). The following contains program information along with requirements that must be met in order to participate in the UHC retiree program.

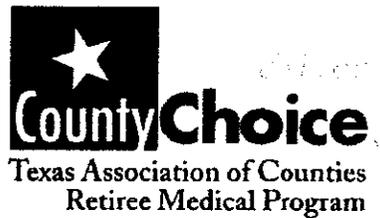
### Program Requirements & Procedures

- Participants must meet the group's retirement qualifications and must be enrolled in Medicare Parts A & B.
- UHC will be the only retiree medical program offered to your Medicare eligible retirees. (No other Medicare supplement or Medicare Advantage program or group plan will be offered to your retirees.)
- By Federal Law this coverage cannot be offered to any ACTIVE employee, regardless of age.
- UHC does not coordinate benefits with any other individual or group coverage plan.
- This program offers two options for medical and prescription drug coverage. The group must elect one option to be offered to all retirees.
  1. **Medical Only** – allows retirees to select their own prescription coverage at their own expense.
  2. **Medical and Prescription** – prescription coverage provided by UHC to all retirees.

*NOTE: Stand alone prescription drug coverage is not available.*

### Billing Options

- Group must sign authorization form to confirm billing option selected. Below are the three options available.
  1. **LIST** (the Employer pays 100% of premiums); the monthly bill is sent to the Employer.
  2. **DIRECT** (the Employer pays \$0 premium); the bill is sent to the retiree monthly.
  3. **SPLIT** (the Employer pays a portion of the premium); employer must indicate the contribution levels for Employer and for Retirees. Bills will be created and sent to the Employer for the Employer portion and to the Retiree for any remaining balance.



## **New Group Enrollments**

- 60 days is required for group set up process and implementation. 30 days to set up new group and 30 days to process retiree enrollment into UHC.

## **Retiree Enrollments**

- Group will be responsible for providing the retiree enrollment packet at the time the employee retires.
- Enrollment requests form must be submitted to TAC HEBP.
- Benefits will be effective the first of the month following the date enrollment form is received.

## **Termination Reporting**

### *TAC HEBP Group Health Terminations*

- All group health employee terminations must be processed by the group prior to the UHC effective date.
- Terminations processed via the TAC HEBP's Online Administrative System (OASYS) must be submitted by the group within the allowed 5 day grace period.
- Terminations reported after the 5th of the next month will be extended to the end of the following month, and the employer is responsible for these contributions.

### *UnitedHealthcare Terminations*

- Termination requests must be submitted in writing to TAC HEBP.
- Termination will be effective the first of the month following the date request is received.

## **Open Enrollment Entries**

Open enrollment for current and new members begins October 15<sup>th</sup> through December 7<sup>th</sup> of this year. This is the **only** time election changes will be accepted by the Centers for Medicare and Medicaid Services (CMS); **midyear changes will no longer be accepted.**



**UnitedHealthcare Supplement Plan**

**PROGRAM REQUIREMENTS & PROCEDURES**

**Acknowledgement**

Wise County (Group Name) acknowledges the attached document has been read and agrees to comply with the retiree program requirements and procedures.

[Signature]  
Signature of County Judge or Contracting Authority

8/18/16  
Date

J.D. Clark  
Print Name

County Judge  
Title

If there are questions about requirements and procedures please contact your Employee Benefits Specialist at 800-456-5974.

**PLEASE PROVIDE A COPY OF THIS NOTICE TO YOUR  
PRIMARY CONTACT AND BILLING CONTACT**



**UnitedHealthcare  
Group Authorization Form**

Wise County (Group Name) elects to offer CountyChoice Silver, retiree medical benefits program and authorizes its retirees to participate in UnitedHealthcare. Furthermore, the group agrees to comply with the participation requirements listed below.

Effective date for retiree benefits: 10/1/2016

Group must complete and sign the following forms:

- New Group Program Requirements and Procedures
- Group Authorization
- Member Contact Designation

Indicate below plan selection and billing method that will be offered to your retirees:

**PLAN OPTIONS (Select one):**

- MEDICAL ONLY** (Requires retirees to select their own prescription coverage at their own expense)  
 2016 Medical Premium - \$235.68 (effective 1/1/2017) 2015 Medical Premium - \$244.71
- MEDICAL AND PRESCRIPTION** (Prescription coverage provided by UHC to all retirees)  
 2016 Medical Premium - \$235.68 (effective 1/1/2017) 2017 Medical Premium - \$244.71  
 2016 RX Premium - \$206.34 2017 RX Premium - \$222.85

**BILLING OPTIONS (Select one):**

- LIST** (the Employer pays 100% of premiums); the monthly invoice is sent to the Employer.
- DIRECT** (the Employer pays \$0 premium); the invoice is sent to the retiree monthly.
- SPLIT\*** (the Employer pays a portion of the premium); employer must indicate the contribution levels below for Employer and for Retirees. Invoices will be created and sent to the Employer for the Employer portion and to the Retiree for any remaining balance.

\*List and Split Bill- indicate amount paid per month:

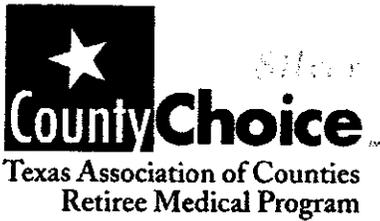
By Retiree \$ \_\_\_\_\_  
By Employer \$ \_\_\_\_\_

Signature of County Judge or Contracting Authority

8/18/16

Date

J.D. Clark, County Judge  
Print Name and Title



## Member Contact Designations

Wise County  
(Group Name)

**Contracting Authority:** As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: Katherine Hudson  
Title: County Treasurer  
Address: PO Box 554  
Decatur, TX 76234  
Phone: 940-627-3540  
Fax: 940-627-3573  
Email: treasurer@co.wise.tx.us

**Primary Contact:** Main contact for daily matters pertaining to the retiree benefits.

Name: Katherine Hudson  
Title: County Treasurer  
Address: PO Box 554  
Decatur, TX 76234  
Phone: 940-627-3540  
Fax: 940-627-3573  
Email: treasurer@co.wise.tx.us

**Billing Contact:** Responsible for receiving all invoices relating to retiree benefits.

**\*\*NOTE: NOT REQUIRED FOR DIRECT BILL GROUPS\*\***

Name: \_\_\_\_\_  
Title: Direct  
Address: \_\_\_\_\_  
Bill  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
HIPAA Secured FAX number: \_\_\_\_\_

[Signature]  
Signature of County Judge or Contracting Authority  
J.D. Clark, County Judge  
Please PRINT Name and Title

8/18/16  
Date

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# **RENEWALS**

**August 15, 2016**

**(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)**

- 1. Buyboard**
- 2. HGAC**
- 3. TCPN**
- 4. TIPS**
- 5. NASPO**
- 6. Lexisnexis Accurint-Fire Marshal**
- 7. Coast to Coast**

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# **FULLY EXECUTED**

**August 15, 2016**

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

- 1. Collin County Community College Training**
- 2. Texas Association of Counties Health Insurance Pool Interlocal**
- 3. NCTCOG Tower Equipment Agreement**

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July 27, 2016

Honorable J.D. Clark  
Wise County Judge  
PO Box 899  
Decatur, TX 76234

Dear Judge Clark:

We are pleased to have Wise County as a new member of the Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP). Enclosed you will find the necessary contract documentation that will need to be reviewed and completed in order to initiate set-up of your group.

All completed original documents need to be returned to your TAC HEBP Employee Benefits Specialist, Maria Castillo, within 7 days of receipt in order to activate your benefits by your effective date of October 1, 2016. Please keep a copy of each document for your files, as well as provide copies to the Wise County Primary Contact.

Enclosures:

- Interlocal Agreement.
- Final Plan Selection Form
- Employer Contribution Schedule and Benefit Confirmation
- Contact Designation Form - includes the Contracting Authority, Primary Contact and Billing Contact. Below is a brief description of each.
  - The Contracting Authority will be responsible for receiving any correspondence regarding the pool or contracts and has the authority to sign contracts.
  - The Primary Contact will communicate with your Employee Benefits Specialist regarding any eligibility questions.
  - The Billing Contact will receive the monthly bills and be responsible for making payments.
- Benefit Highlight Sheets (initial each page)
- Eligibility Procedures & Policies Acknowledgment Form
- TAC Web Access Agreement

Please contact Maria Castillo when you receive this packet to help review and answer any questions you may have. You may reach her at (800) 456-5974 or email at [maria@county.org](mailto:maria@county.org). We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Rameshea Brandon".

Rameshea Brandon  
Employee Benefits Consultant



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## BENEFIT HIGHLIGHTS Plan 1500-NGS

(Non-Grandfathered ACA Plan)

## BlueChoice Network

This is a general summary of your benefits. Please refer to your benefit booklet for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Upon receipt of your benefit booklet, carefully review the plan's limitations and exclusions

### Overall Payment Provisions

#### In-Network Benefits

#### Out-of-Network Benefits

#### Deductibles

Per-admission Deductible  
Deductible  
Applies to all Eligible Expenses except Inpatient Hospital Expenses (unless otherwise indicated)

None  
\$2,500 Individual /  
\$7,500 Family

None  
\$7,500 Individual /  
\$22,500 Family

#### CoShare Stoploss Maximum

Deductibles are not applied to CoShare Stoploss Maximum. Copayment Amounts will apply and will not be required after CoShare Stoploss Maximum has been satisfied. Your benefit booklet will provide more details.

\$4,350 Individual /  
\$6,200 Family

\$6,000 Individual /  
\$24,000 Family

Network Deductible & CoShare Stoploss Maximum **will only** apply toward Network Deductible & CoShare Stoploss Maximum

Out-of-Network Deductible & CoShare Stoploss Maximum **do not** apply toward Network Deductible & CoShare Stoploss Maximum

Credit for Coshare Stoploss Maximum from prior carrier (Applied on initial group enrollment only)

Yes

Yes

#### Copayment Amounts Required

Physician office visit/consultation  
Refer to Medical/Surgical Expenses section for more information  
Specialty Care Copayment Amount for office visit/consultation when services rendered by a Specialty Care Provider  
Urgent Care  
Outpatient Hospital Emergency Room/Treatment Room  
Refer to Emergency Room/Treatment Room section for more information

\$40 Copayment Amount

N/A-Refer to Medical/Surgical Expense section for benefits  
70% of Allowable Amount after Plan Year Deductible

\$50 Copayment Amount

70% of Allowable Amount

\$40 / \$50 Copayment Amount

\$150 Copayment Amount

\$150 Copayment Amount

#### Maximum Lifetime Benefits

Per Participant

Unlimited

#### Inpatient Hospital Expenses

##### Inpatient Hospital Expenses

All services must be preauthorized  
All usual Hospital services and supplies, including semiprivate room, intensive care, and coronary care units

60% of Allowable Amount

60% of Allowable Amount

Penalty for failure to preauthorize services

None

\$250



BlueCross BlueShield  
of Texas

Initials bc

Date 5/8/16



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Medical/Surgical Expenses

### Medical / Surgical Expenses

Services performed during the Physician's office visit/consultation, including lab & x-ray (does not include Certain Diagnostic Procedures and surgical services)

Lab & x-ray in other outpatient facilities (excluding Certain Diagnostic Procedures)

Allergy Injections

Colonoscopy (All places of treatment and diagnoses)

Physician surgical services performed in any setting

Certain Diagnostic Procedures; such as Bone Scan, Cardiac Stress Test, CT -Scan (with or without contrast), Ultrasound, MRI, Myelogram, PET Scan.

Home Infusion Therapy (Services must be preauthorized)

Organ Transplants

All other outpatient services and supplies

In Vitro Fertilization Services

### In-Network Benefits

### Out-of-Network Benefits

100% of Allowable Amount after \$40 Copayment	70% of Allowable Amount after Plan Year Deductible
100% of Allowable Amount	70% of Allowable Amount after Plan Year Deductible
100% of Allowable Amount	70% of Allowable Amount after Plan Year Deductible
100% of Allowable Amount	70% of Allowable Amount after Plan Year Deductible
60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
Declined	

## Extended Care Expenses

### Extended Care Expenses

All services must be preauthorized

Skilled Nursing Facility  
Home Health Care  
Hospice Care

100% of Allowable Amount	70% of Allowable Amount after Plan Year Deductible
25 day maximum each Plan Year* 60 visit maximum each Plan Year* Unlimited	

## Special Provisions Expenses

### Serious Mental Illness

All services must be preauthorized

#### Inpatient Services

-Hospital services (facility)

-Physician services

#### Outpatient Services

-Services performed during Physician office visit/consultation (does not include psychological testing)

-All outpatient services and psychological testing

80% of Allowable Amount	60% of Allowable Amount
80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
100% of Allowable Amount after \$40 Copayment	70% of Allowable Amount after Plan Year Deductible
80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible

\* Benefits used In-Network and Out-of-Network will apply toward satisfying any day, visit, Plan Year, Annual Maximum, series of treatments benefits indicated

Initials JDC Date 8/8/16



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Special Provisions Expenses, cont.

### In-Network Benefits

### Out-of-network Benefits

#### Mental Health Care/Chemical Dependency

All services must be preauthorized

	In-Network Benefits	Out-of-network Benefits
<b>Inpatient Services</b>		
-Hospital services (facility)	80% of Allowable Amount	60% of Allowable Amount
-Physician services	80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Plan Year Maximum</b>	30 inpatient days/30 inpatient Physician visits each Plan Year*	30 inpatient days/30 inpatient Physician visits each Plan Year*
<b>Outpatient Services</b>		
-Services performed during Physician office visit/consultation (does not include psychological testing)	100% of Allowable Amount after \$40 Copayment Amount	70% of Allowable Amount after Plan Year Deductible
-Emergency Room/Treatment Room	80% of Allowable Amount after \$150 Copayment Amount <i>(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)</i>	60% of Allowable Amount after \$150 Copayment Amount & Plan Year Deductible <i>(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)</i>
-Other Outpatient Services and psychological testing	60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Plan Year Maximum</b>	30 outpatient visits each Plan Year*	
<b>Chemical Dependency Maximum</b> <i>(Inpatient treatment must be provided in a Chemical Dependency Treatment Center)</i>	Limited to three separate series of treatments for each covered individual per lifetime *	

#### Emergency Room/Treatment Room

##### Accidental Injury & Emergency Care

-Facility charges (outpatient Hospital emergency treatment room charges)

80% of Allowable Amount after \$150 Copayment Amount  
*(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)*

-Physician charges

80% of Allowable Amount after Plan Year Deductible

##### Non-Emergency Care

-Facility charges (outpatient Hospital emergency treatment room charges)

80% of Allowable Amount after \$150 Copayment Amount  
*(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)*

60% of Allowable Amount after \$150 Copayment Amount & Plan Year Deductible  
*(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)*

-Physician charges

60% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

#### Ground and Air Ambulance Services

60% of Allowable Amount after Plan Year Deductible

\* Benefits used In-Network and Out-of-Network will apply toward satisfying any day, visit, Plan Year, Annual Maximum, series of treatments benefits indicated

Initials JDC Date 8/8/16



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Special Provisions Expenses, cont.

	In-Network Benefits	Out-of-network Benefits
<b>Preventive Care</b>		
Routine annual physical examinations, well-baby care exams, immunizations 6 years of age & over, vision exams, hearing exams, and any other preventive health services as determined by USPSTF	100% of Allowable Amount	70% of Allowable Amount after Plan Year Deductible
Immunizations for Dependent children through the date of the child's 6 <sup>th</sup> birthday	100% of Allowable Amount	100% of Allowable Amount
<b>Speech and Hearing Services</b>		
Services to restore loss of or correct an impaired speech or hearing function without hearing aids	60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Physical Medicine Services</b>		
Chiropractic Care-Office Services	60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
Plan Year Maximum	35 visit maximum each Plan Year*	
	All other Physical Medicine Services rendered by any other eligible Provider will be allowed on the same basis as any other sickness.	

\* Benefits used In-Network and Out-of-Network will apply toward satisfying any day, visit, Plan Year, Annual Maximum, series of treatments benefits indicated

## EMPLOYEE INFORMATION

This is a general Summary of your benefit design. Please refer to your benefit booklet for other details and for limitations and exclusions.

The following benefits apply to dependent coverage:

- Dependent children are covered to age 26.
- Automatic coverage for newborns for the first 31 days following birth. Infants not enrolled for coverage within the first 31 days after birth will not be eligible for coverage until the following open enrollment period or special enrollment event.

**Payments:** Network providers agree to accept amounts negotiated with BCBSTX and are paid according to this BCBSTX-determined Allowable Amount. Covered individuals are responsible for any required Deductibles, Coinsurance Amounts, and Copayments. Plan benefits paid to Out-of-Network providers are based on the BCBSTX-determined Allowable Amount, except in the event of Emergency Care received in an outpatient hospital emergency treatment room within 48 hours of the incident. For all other services received by an Out-of-Network Provider, the covered individual will be responsible for charges in excess of the Allowable Amount in addition to any applicable Deductibles, Coinsurance Amounts, and Copayments. For cost savings information, refer to the section on ParPlan Providers and the definition of Allowable Amount in the benefit booklet.

**Replacement of Medical Coverage:** In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the following provisions apply to each eligible participant who has health coverage under the employer's plan immediately prior to the effective date of the health contract between the employer and BCBSTX (the contract date):

- Benefits for eligible expenses incurred for any service or supplies prior to the contract date, are not covered under the contract.
- Eligible expenses for services or supplies incurred on or after the effective date will be considered for benefits subject to all applicable contract provisions.

Initials JDC Date 8/8/16

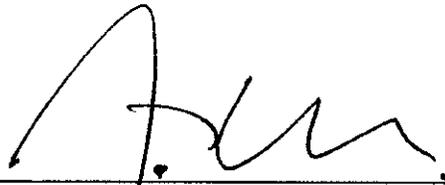


# TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## ELIGIBILITY POLICIES AND PROCEDURES ACKNOWLEDGMENT FORM

Wise County (Entity Name) acknowledges the attached document has been read and agrees to comply with the TAC HEBP Eligibility Policies and Procedures.

Signature of County Judge  
or Contracting Authority:



Date:

8/8/16

Name and Title:

J.D. Clark, County Judge

Please copy these documents for your records and mail the original signature page back to TAC HEBP, P.O. Box 2131, Austin, TX 78768. If there are questions about policies and procedures please contact your Employee Benefits Specialist at 800-456-5974.

**PLEASE PROVIDE A COPY OF THIS NOTICE TO YOUR  
PRIMARY CONTACT AND BILLING CONTACT**



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Wise County Final Plan Selection Form Effective Date: 10/1/16

Please indicate the medical, prescription, dental and/or life plan your Commissioners' Court or Board of Directors has chosen for the coming plan year. Email or fax selection form and initialed rate sheet to (512) 481-8481, no later than 30 days prior to your effective date. Call or email your Employee Benefit Specialist at 1-800-456-5974 with any questions.

Base Medical Plan					
<input type="checkbox"/> 100	<input type="checkbox"/> 610	<input type="checkbox"/> 1100	<input type="checkbox"/> 1300	<input type="checkbox"/> 1510	<input type="checkbox"/> Grandfathered
<input type="checkbox"/> 200	<input type="checkbox"/> 700	<input type="checkbox"/> 1110	<input type="checkbox"/> 1400	<input type="checkbox"/> Private Exchange	<input checked="" type="checkbox"/> Non-Grandfathered
<input type="checkbox"/> 300	<input type="checkbox"/> 800	<input type="checkbox"/> 1200	<input type="checkbox"/> 1410		<input type="checkbox"/> Dual Option
<input type="checkbox"/> 600	<input type="checkbox"/> 810	<input type="checkbox"/> 1210	<input checked="" type="checkbox"/> 1500	<input checked="" type="checkbox"/> With specialist copay	
Base Prescription Drug Plan					
<input type="checkbox"/> \$5/15/30 Option 1	<input type="checkbox"/> \$10/25/40 Option 4	<input type="checkbox"/> No Drug Deductible - A			
<input type="checkbox"/> \$5/20/35 Option 2	<input checked="" type="checkbox"/> \$10/30/50 Option 5	<input type="checkbox"/> \$100 Drug Deductible - B			
<input type="checkbox"/> \$10/20/35 Option 3	<input type="checkbox"/> 50%/50% Option 6	<input checked="" type="checkbox"/> \$250 Drug Deductible - C			
Buy Up Medical Plan					
<input type="checkbox"/> 100	<input type="checkbox"/> 610	<input type="checkbox"/> 1100	<input type="checkbox"/> 1300	<input type="checkbox"/> 1510	<input type="checkbox"/> Grandfathered
<input type="checkbox"/> 200	<input type="checkbox"/> 700	<input type="checkbox"/> 1110	<input type="checkbox"/> 1400	<input type="checkbox"/> Private Exchange	<input checked="" type="checkbox"/> Non-Grandfathered
<input type="checkbox"/> 300	<input type="checkbox"/> 800	<input checked="" type="checkbox"/> 1200	<input type="checkbox"/> 1410		<input type="checkbox"/> Dual Option
<input type="checkbox"/> 600	<input type="checkbox"/> 810	<input type="checkbox"/> 1210	<input type="checkbox"/> 1500	<input checked="" type="checkbox"/> With specialist copay	
Buy Up Prescription Drug Plan					
<input type="checkbox"/> \$5/15/30 Option 1	<input type="checkbox"/> \$10/25/40 Option 4	<input checked="" type="checkbox"/> No Drug Deductible - A			
<input type="checkbox"/> \$5/20/35 Option 2	<input checked="" type="checkbox"/> \$10/30/50 Option 5	<input type="checkbox"/> \$100 Drug Deductible - B			
<input type="checkbox"/> \$10/20/35 Option 3	<input type="checkbox"/> 50%/50% Option 6	<input type="checkbox"/> \$250 Drug Deductible - C			
Dental Plan					
<input type="checkbox"/> Plan I (\$2000 Annual Max)	<input checked="" type="checkbox"/> Plan II (\$1500 Annual Max)	<input type="checkbox"/> Plan III (\$1000 Annual Max)	<input type="checkbox"/> Plan IV (\$750 Annual Max)		
<input type="checkbox"/> With Orthodontics	<input checked="" type="checkbox"/> With Orthodontics	<input type="checkbox"/> With Orthodontics	<input type="checkbox"/> Orthodontics Not Available		
<input type="checkbox"/> Not Applicable - Did Not Elect Dental Coverage					
Life Coverage					
<input checked="" type="checkbox"/> Basic Life and AD&D		<input type="checkbox"/> Retiree Life		<input type="checkbox"/> Voluntary Life	
Volume: <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$30,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$35,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> \$40,000 <input type="checkbox"/> \$20,000 <input type="checkbox"/> \$45,000 <input checked="" type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000		Volume: <input type="checkbox"/> \$2,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> Other _____		<input type="checkbox"/> Voluntary Accident	
<input type="checkbox"/> Other _____ OR		<input type="checkbox"/> Dependent Life: <input type="checkbox"/> \$5,000 OR <input type="checkbox"/> \$10,000		<input type="checkbox"/> Short Term Disability	
Times Annual Salary: <input type="checkbox"/> 1Times OR <input type="checkbox"/> 2 Times		<input type="checkbox"/> Long Term Disability			
<input type="checkbox"/> Not Applicable - Did Not Elect Life Coverage					

### Waiting Period

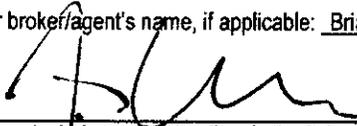
Please indicate your current personal liability for waiting period (ex. Date of Hire, DCH, or # days from DCH, or 1st of month following DCH, etc.) where applicable.

	Employees	Elected Officials
Health	Day following 90 day WP	Day following 90 day WP
Dental	Date of Hire	Date of Hire
Life	<del>Day following 90 day WP</del>	<del>Day following 90 day WP</del>

Indicate your broker/agent's name, if applicable: Brian Stephens, Stephens Bastian & Cartwright, LP

*Date of Hire* JDC

*Date of Hire* JDC



Signature (County Judge or Contracting Authority)

*J.D. Clark, County Judge*

Print Name and Title

*The Texas Association of Counties would like to thank you for your membership in the only county-owned and county directed Health and Employee Benefits Pool in Texas.*



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Prescription Drug Program Option 5C-NG \$250 Deductible

**Prescription Drug Program**  
(Copayments will not apply to Co-Share Stoploss Maximum)

**Network**

### Retail Pharmacy

Plan Year Deductible

Non-Preferred Brand Name Drug

Brand Name Drug

Generic Drug

### Participating CVS Caremark Retail Pharmacy

\$250 Individual /  
\$750 Family

\$50 Copayment Amount  
(When no generic is available or Rx is prescribed  
Dispense as Written-DAW)

\$30 Copayment Amount  
(When no generic is available or Rx is prescribed  
Dispense as Written-DAW)

Lesser of \$10 Copayment Amount  
OR  
Actual Cost

**Note:** Members electing to purchase brand name drugs when "Dispense as Written" (DAW) is not indicated will be required to pay the difference between the cost of the Generic drug and Brand Name drug, plus the Brand Name Copayment.

Specialty and biotech medications are available only through mail order unless purchased and administered through the doctor's office.

### Mail Service Pharmacy-up to a 90-day supply

Non-Preferred Brand Name Drug

Brand Name Drug

Generic Drug

\$100 Copayment Amount

\$60 Copayment Amount

\$20 Copayment Amount

**Note:** Prescription Drug Benefits are provided by CVS Caremark through a master contract with the Texas Association of Counties Health and Employee Benefits Pool. Prescription Drugs are not administered by Blue Cross and Blue Shield of Texas

Initials DC Date 8/8/16



# TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Wise County OASys Access Agreement

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) uses an online administrative system known as OASys. OASys allows county administrators to enroll, change and terminate employee and dependent coverage in the health plan in a secure internet environment. They may also download the monthly bills from this site.

The Contracting Authority must designate the person(s) that will have access to OASys and set their access privileges. The User Name and Password will be emailed to the User after training is completed. Please circle the level of desired access and have each user sign the agreement below. If you have any questions, please call your Employee Benefits Specialist at 800-456-5974.

Name of User/Title	Access Privileges (Circle one)	Email Address (required)
User 1 Katherine Hudson	Admin or View Only	treasure@co.wise.tx.us
User 2 Ann McCuiston	Admin or View Only	auditor@co.wise.tx.us
User 3	Admin or View Only	

As a User of OASys, I understand that I am responsible for maintaining the confidentiality of my password. I understand and agree that TAC HEBP is not responsible for any damages resulting from the unauthorized use of my password or account. I further understand that I must notify TAC HEBP immediately of any unauthorized use of my password or account or any other breach of security.

User 1 Signature Katherine Hudson

User 2 Signature Ann McCuiston

User 3 Signature \_\_\_\_\_

Signature of County Judge or Contracting Authority:  
[Signature]

Print name and title: J.D. Clark, County Judge Date: 8/8/16



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

## Employer Contribution Schedule & Benefit Confirmation

Group: 190667 - Wise County

Anniversary Date: 10/01/2016

Return to TAC by: 08/08/2016

Thank you for choosing the Texas Association of Counties Health and Employee Benefits Pool for your group health coverage. Upon initial enrollment; confirmation statements are sent to each of your employees confirming benefits they have enrolled in. Please help us provide accurate confirmation statements for your employees by providing us with up-to-date information about the employer contribution for your coverage. Confirm your group's benefits and fill out the contribution schedule according to your group's funding levels. Please return this with all other contract information so that we are able to initiate your benefits. Fax to 1-512-481-8481 or email to mariac@county.org.

### BASE MEDICAL PLAN

Medical: Plan 1500 NGS \$40/50 Copay, \$2500 Ded, 80%, \$4350 OOP Max

RX Plan: Option 5C-NG \$10/30/50 Deductible \$250

Tier	New Rates Effective 10/1/2016	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$705.18	\$ 705.18	\$ 0	\$ 0
Employee + Children	\$1,267.02	\$ 1007.17	\$ 259.85	\$ 0
Employee + Spouse	\$1,407.48	\$ 1040.53	\$ 366.95	\$ 0
Employee + Family	\$2,109.80	\$ 1403.98	\$ 705.81	\$ 0

JDC Initial to accept Medical Plan and New Rates.

### BUY UP MEDICAL PLAN

Medical: Plan 1200 NGS \$30/40 Copay, \$1000 Ded, 80%, \$3000 OOP Max

RX Plan: Option 5A-NG \$10/30/50

Tier	New Rates Effective 10/1/2016	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$829.76	\$ 705.18	\$ 124.58	\$ 0
Employee + Children	\$1,493.58	\$ 1007.17	\$ 486.42	\$ 0
Employee + Spouse	\$1,659.52	\$ 1040.53	\$ 619.00	\$ 0
Employee + Family	\$2,489.28	\$ 1403.98	\$ 1085.31	\$ 0

JDC Initial to accept Medical Plan and New Rates.

**DENTAL**

Dental: Plan II w/Ortho – 100% Prevent., \$50 Ded, 80% Basic, 50% Major, \$1500 Plan Year Max

Tier	New Rates Effective 10/1/2016	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$24.20	\$ <u>0</u>	\$ <u>24.20</u>	\$ <u>0</u>
Employee + Children	\$54.70	\$ <u>0</u>	\$ <u>54.70</u>	\$ <u>0</u>
Employee + Spouse	\$58.34	\$ <u>0</u>	\$ <u>58.34</u>	\$ <u>0</u>
Employee + Family	\$89.56	\$ <u>0</u>	\$ <u>89.56</u>	\$ <u>0</u>

JDC Initial to accept Dental Plan and New Rates.

**LIFE - BASIC**

Basic Life Products:  
(Rates are per thousand)

Coverage Volume per Employee: \$25,000

	New Rates Effective 10/1/2016	Amount Employer Pays	Amount Employee/Retiree Pays (if applicable)
Basic Term Life	\$0.1950	100%	0%
Basic AD&D	\$0.02	100%	0%

JDC Initial to accept Life Plan and New Rates.

**WAITING PERIODS**

Waiting period applies to health ~~and life~~ <sup>life</sup> benefits.

**Employees**

**Elected Officials**

\_\_\_\_\_ YES

\_\_\_\_\_ YES

Waiting period applies to dental benefits.

**Employees**

**Elected Officials**

\_\_\_\_\_ NO

\_\_\_\_\_ NO

**COBRA ADMINISTRATION**

Please indicate how your group manages COBRA administration:

- County/Group Processes COBRA on OASys  
\*County/Group is responsible for fulfilling COBRA notification process and requirements.
- BCBS COBRA Department processes COBRA  
\*BCBS COBRA Department administers via COBRA contract with the County/Group.
- Other, please indicate COBRA Administrator: \_\_\_\_\_

JDC Initial to confirm COBRA Administration.

**PLAN INFORMATION**

**Broker or Consultant Information**

**Please confirm your broker or consultant's name, if applicable: Brian Stephens**

Agency Name: Stephens Bastian & Cartwright, LP

Agency Address: 2351 FM 51 South, Suite 300  
Number and Street

Decatur TX 76234  
City State Zip

Broker Representative or Consultant's Name: Brian Stephens

Contact Phone Number: 940-627-8888

Contact Email Address: BStephens@sbcinsurance.net

DC Initial to confirm Broker or Consultant information

- Broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/08/2016** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept new plan and rates.

# TAC HEBP Member Contact Designation Wise County

## CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member Group. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Name / Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

## BILLING CONTACT

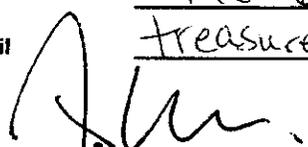
Responsible for receiving all invoices relating to HEBP products and services.

Name / Title Katherine Hudson, County Treasurer  
Address PO Box 554  
Decatur TX 76234  
Phone 940-627-3540  
Fax 940-627-3573  
Email treasurer@co.wise.tx.us  
HIPAA \_\_\_\_\_  
Secured Fax \_\_\_\_\_

## PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Name / Title Katherine Hudson, County Treasurer  
Address PO Box 554  
Decatur, TX 76234  
Phone 940-627-3540  
Fax 940-627-3573  
Email treasurer@co.wise.tx.us

  
\_\_\_\_\_  
Signature of County Judge or Contracting Authority  
J.D. Clark, County Judge  
Please PRINT Name and Title

Date: 8/8/16

*The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.*



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## BENEFIT HIGHLIGHTS Plan 1200-NGS (Non-Grandfathered ACA)

## BlueChoice Network

This is a general summary of your benefits. Please refer to your benefit booklet for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Upon receipt of your benefit booklet, carefully review the plan's limitations and exclusions.

### Overall Payment Provisions

#### In-Network Benefits

#### Out-of-Network Benefits

#### Deductibles

Per-admission Deductible  
Deductible  
Applies to all Eligible Expenses except Inpatient Hospital Expenses (unless otherwise indicated)

\$0  
\$1,000 Individual /  
\$3,000 Family

\$0  
\$3,000 Individual /  
\$9,000 Family

#### CoShare Stoploss Maximum

Deductibles are not applied to CoShare Stoploss Maximum. Copayment Amounts will apply and will not be required after CoShare Stoploss Maximum has been satisfied. Your benefit booklet will provide more details.

\$5,000 Individual /  
\$9,000 Family

\$6,000 Individual /  
\$18,000 Family

Network Deductible & CoShare Stoploss Maximum **will only** apply toward Network Deductible & CoShare Stoploss Maximum

Out-of-Network Deductible & CoShare Stoploss Maximum **do not** apply toward Network Deductible & CoShare Stoploss Maximum

Credit for Coshare Stoploss Maximum from prior carrier (Applied on initial group enrollment only)

Yes

Yes

#### Copayment Amounts Required

Physician office visit/consultation  
Refer to Medical/Surgical Expenses section for more information  
Specialty Care Copayment Amount for office visit/consultation when services rendered by a Specialty Care Provider  
Urgent Care  
Outpatient Hospital Emergency Room/Treatment Room  
Refer to Emergency Room/Treatment Room section for more information

\$30 Copayment Amount

N/A-Refer to Medical/Surgical Expense section for benefits  
70% of Allowable Amount after Plan Year Deductible

\$40 Copayment Amount

70% of Allowable Amount

\$30 / \$40 Copayment Amount

\$150 Copayment Amount

\$150 Copayment Amount

#### Maximum Lifetime Benefits

Per Participant

Unlimited

### Inpatient Hospital Expenses

#### Inpatient Hospital Expenses

All services must be preauthorized  
All usual Hospital services and supplies, including semiprivate room, intensive care, and coronary care units

60% of Allowable Amount

60% of Allowable Amount

Penalty for failure to preauthorize services

None

\$250



BlueCross BlueShield  
of Texas

Initials

JDC

Date

8/8/16



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Medical/Surgical Expenses

### In-Network Benefits

### Out-of-Network Benefits

#### Medical / Surgical Expenses

Services performed during the Physician's office visit/consultation, including lab & x-ray (does not include Certain Diagnostic Procedures and surgical services)

100% of Allowable Amount after \$30 Copayment

70% of Allowable Amount after Plan Year Deductible

Lab & x-ray in other outpatient facilities (excluding Certain Diagnostic Procedures)

100% of Allowable Amount

70% of Allowable Amount after Plan Year Deductible

Allergy Injections

100% of Allowable Amount

70% of Allowable Amount after Plan Year Deductible

Colonoscopy (All places of treatment and diagnoses)

100% of Allowable Amount

70% of Allowable Amount after Plan Year Deductible

Physician surgical services performed in any setting

60% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

Certain Diagnostic Procedures; such as Bone Scan, Cardiac Stress Test, CT -Scan (with or without contrast), Ultrasound, MRI, Myelogram, PET Scan.

60% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

Home Infusion Therapy (Services must be preauthorized)

60% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

Organ Transplants

80% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

All other outpatient services and supplies

80% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

In Vitro Fertilization Services

Declined

## Extended Care Expenses

#### Extended Care Expenses

All services must be preauthorized

Skilled Nursing Facility  
Home Health Care  
Hospice Care

100% of Allowable Amount

70% of Allowable Amount after Plan Year Deductible

25 day maximum each Plan Year\*  
60 visit maximum each Plan Year\*  
Unlimited

## Special Provisions Expenses

#### Serious Mental Illness

All services must be preauthorized

##### Inpatient Services

-Hospital services (facility)

80% of Allowable Amount

60% of Allowable Amount

-Physician services

80% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

##### Outpatient Services

-Services performed during Physician office visit/consultation (does not include psychological testing)

100% of Allowable Amount after \$30 Copayment

70% of Allowable Amount after Plan Year Deductible

-All outpatient services and psychological testing

80% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

\* Benefits used In-Network and Out-of-Network will apply toward satisfying any day, visit, Plan Year, Annual Maximum, series of treatments benefits indicated

Initials JAC Date 8/8/16



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Special Provisions Expenses, cont.

### In-Network Benefits

### Out-of-network Benefits

#### Mental Health Care/Chemical Dependency

All services must be preauthorized

	In-Network Benefits	Out-of-network Benefits
<b>Inpatient Services</b>		
-Hospital services (facility)	80% of Allowable Amount	60% of Allowable Amount
-Physician services	80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Plan Year Maximum</b>	30 inpatient days/30 inpatient Physician visits each Plan Year*	30 inpatient days/30 inpatient Physician visits each Plan Year*
<b>Outpatient Services</b>		
-Services performed during Physician office visit/consultation (does not include psychological testing)	100% of Allowable Amount after \$30 Copayment Amount	70% of Allowable Amount after Plan Year Deductible
-Emergency Room/Treatment Room	80% of Allowable Amount after \$150 Copayment Amount (Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)	60% of Allowable Amount after \$150 Copayment Amount & Plan Year Deductible (Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)
-Other Outpatient Services and psychological testing	80% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Plan Year Maximum</b>	30 outpatient visits each Plan Year*	
<b>Chemical Dependency Maximum</b> (Inpatient treatment must be provided in a Chemical Dependency Treatment Center)	Limited to three separate series of treatments for each covered individual per lifetime *	

#### Emergency Room/Treatment Room

##### Accidental Injury & Emergency Care

-Facility charges (outpatient Hospital emergency treatment room charges)

80% of Allowable Amount after \$150 Copayment Amount  
(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)

-Physician charges

80% of Allowable Amount after Plan Year Deductible

##### Non-Emergency Care

-Facility charges (outpatient Hospital emergency treatment room charges)

80% of Allowable Amount after \$150 Copayment Amount  
(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)

60% of Allowable Amount after \$150 Copayment Amount & Plan Year Deductible  
(Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply)

-Physician charges

60% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

#### Ground and Air Ambulance Services

60% of Allowable Amount after Plan Year Deductible

\* Benefits used In-Network and Out-of-Network will apply toward satisfying any day, visit, Plan Year, Annual Maximum, series of treatments benefits indicated

Initials JDC Date 8/8/16



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

<b>Special Provisions Expenses, cont.</b>	<b>In-Network Benefits</b>	<b>Out-of-network Benefits</b>
<b>Preventive Care</b>		
Routine annual physical examinations, well-baby care exams, immunizations 6 years of age & over, vision exams, hearing exams, and any other preventive health services as determined by USPSTF	100% of Allowable Amount	70% of Allowable Amount after Plan Year Deductible
Immunizations for Dependent children through the date of the child's 6 <sup>th</sup> birthday	100% of Allowable Amount	100% of Allowable Amount
<b>Speech and Hearing Services</b>		
Services to restore loss of or correct an impaired speech or hearing function without hearing aids	60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Physical Medicine Services</b>		
Chiropractic Care-Office Services	60% of Allowable Amount after Plan Year Deductible	60% of Allowable Amount after Plan Year Deductible
<b>Plan Year Maximum</b>	35 visit maximum each Plan Year*	
	<i>All other Physical Medicine Services rendered by any other eligible Provider will be allowed on the same basis as any other sickness.</i>	

\* Benefits used In-Network and Out-of-Network will apply toward satisfying any day, visit, Plan Year, Annual Maximum, series of treatments benefits indicated

## EMPLOYEE INFORMATION

This is a general Summary of your benefit design. Please refer to your benefit booklet for other details and for limitations and exclusions.

The following benefits apply to dependent coverage:

- Dependent children are covered to age 26.
- Automatic coverage for newborns for the first 31 days following birth. Infants not enrolled for coverage within the first 31 days after birth will not be eligible for coverage until the following open enrollment period or special enrollment event.

**Payments:** Network providers agree to accept amounts negotiated with BCBSTX and are paid according to this BCBSTX-determined Allowable Amount. Covered individuals are responsible for any required Deductibles, Coinsurance Amounts, and Copayments. Plan benefits paid to Out-of-Network providers are based on the BCBSTX-determined Allowable Amount, except in the event of Emergency Care received in an outpatient hospital emergency treatment room within 48 hours of the incident. For all other services received by an Out-of-Network Provider, the covered individual will be responsible for charges in excess of the Allowable Amount in addition to any applicable Deductibles, Coinsurance Amounts, and Copayments. For cost savings information, refer to the section on ParPlan Providers and the definition of Allowable Amount in the benefit booklet.

**Replacement of Medical Coverage:** In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the following provisions apply to each eligible participant who has health coverage under the employer's plan immediately prior to the effective date of the health contract between the employer and BCBSTX (the contract date):

- Benefits for eligible expenses incurred for any service or supplies prior to the contract date, are not covered under the contract.
- Eligible expenses for services or supplies incurred on or after the effective date will be considered for benefits subject to all applicable contract provisions.

Initials JDC Date 8/8/16



**ACA Reporting and Tracking Service (ARTS)  
2016 Program Agreement  
HEBP Member (Fully Insured or ASO)**

**Program Services**

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking beginning January 1, 2016 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if historical data is provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Upon request, reduction of a data file to produce your county/district's 1094C and 1095C forms (optional direct mail service);*
- *Upon request, production of a data file to produce your county/district's 1094B and 1095B forms (applies to self-insured groups only)*

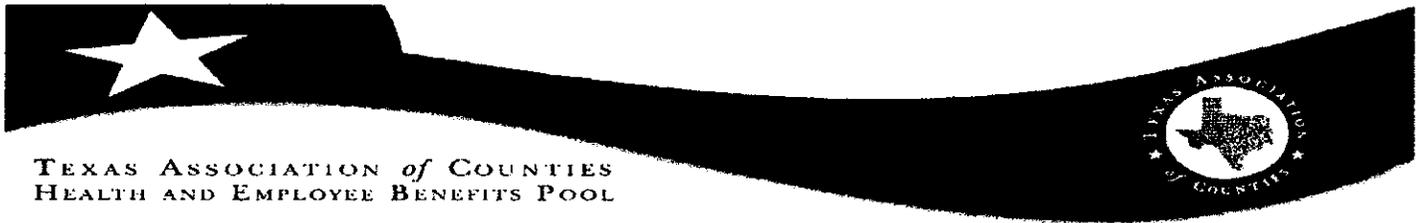
**Program Requirements**

- 1) Participants must provide employer, payroll, employee and unpaid leave of absence files related to the group's Health Benefits Plan in the format designated by TAC HEBP, as described on Attachment A: "ARTS File Specifications". This data must be provided at each payroll cycle.
- 2) Group agrees to pay program fees as described in the ARTS Fee Schedule, attached as Attachment.

**Enrollment and Data Submission Deadlines**

- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than September 1, 2016 in order to participate.
- Data file transmission to TAC HEBP must begin no later than October 1, 2016 to avoid late fees.

DC Initials



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

**ACA Reporting and Tracking Service (ARTS)  
HEBP Member (Fully Insured or ASO)  
2016 Fee Schedule**

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.25 / form	Waived
2	<input type="checkbox"/>	Optional Forms Distribution ( <i>group chooses to have TAC mail employee forms</i> )	\$ 1.47 / form	Will be billed in January 2017 when forms are produced
3	<input checked="" type="checkbox"/>	One time Activation Service Fee <i>(based on number of employees, non-refundable)</i>	\$7.86 /employee	Waived
4	<input type="checkbox"/>	Late fee for service election form <i>(after 9/1/2016)</i>	\$1,575	
5	<input type="checkbox"/>	Late fee for data submission <i>(after 10/1/2016)</i>	\$2,625	
6	<input type="checkbox"/>	Cancellation Fee <i>(9/1 through 12/31/2016)</i>	\$4,200	
<p align="center"><b>Total Amount Due:</b> <i>(if zero, enter 0.00)</i></p>			<p align="right">\$ <u>2.00</u></p>	

*\*Per 1094/1095C form and 1094/1095 B form if applicable*

*Fees subject to change annually*

JDC Initials



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

## ACA Reporting and Tracking Service (ARTS) Contact Designation Form

**Contracting Authority:** Wise County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Primary Contact:** Main contact for data file and reporting matters pertaining to the ARTS program.

**Name:** George Anna Bray **Title:** HR

**Address:** PO Box 554 Decatur, TX 76234

**Phone:** 940-627-3540 **Fax:** 940-627-3573

**HIPAA Secured FAX number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Other Contact Emails for ARTS correspondence regarding data files, if any:**



8/8/16

Signature of County Judge or Contracting Authority

Date

J.D. Clarke, County Judge

Print Name and Title

Payroll Software provider: _____ Software Version #: _____
---



# TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between Wise County, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS' COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791) ("Interlocal Cooperation Act", acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

### 1. RECITALS

- 1.1 The Member is a political subdivision of the State of Texas as defined in the Texas Political Subdivision Employees Uniform Group Benefits Act (TEX. LOC. GOV'T CODE, Chapter 172) ("Group Benefits Act").
- 1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Interlocal Cooperation Act § 791.003.
- 1.3 The Member desires to contract with HEBP to obtain one or more of the following, as indicated by Member on Attachment A to this Agreement, which is incorporated herein: 1) health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages; 2) administrative services or stop-loss coverage in support of Member's self-funded health and employee benefits plan; 3) the benefits available to retirees of the Member through the County Choice Silver Program or other similar programs; 4) Affordable Care Act Reporting and Tracking Services (ARTS); and 5) such other related programs as HEBP's board of trustees determines to make available to members of HEBP.
- 1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP

may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

- 1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP.

## 2. AGREEMENT

- 2.1 Entry Into HEBP. For and in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, to achieve efficiencies and economies of scale in connection with the provision of one or more of the programs or services listed in paragraph 1.3 above.

- 2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits and related services provided by HEBP are authorized pursuant to the Group Benefits Act, the Interlocal Cooperation Act, and other applicable Texas law.

- 2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and operations of HEBP and supervise the performance of the Agreement.

## 3. TERMS AND CONDITIONS

- 3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice not less than 30 days before the end of the original term or any renewal term.

- 3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and HEBP's Bylaws, policies and procedures, which collectively establish the conditions for membership in HEBP. HEBP's Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out, except that Articles III(E), IX(B), and XV(B) shall apply to members that obtain only administrative services, County Choice Silver benefits, or ARTS services from HEBP only to the extent the Member's contributions contribute to any surplus that may be distributed.

Any amendment to the Bylaws becomes binding on the Member immediately upon its adoption.

- 3.3 Benefit Plans. For a Member that participates in the pooled HEBP's health and employee benefits plan, HEBP will make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages ("Benefit Plans"). HEBP will provide all benefits under the authority of the laws of the State of Texas, including the Group Benefits Act and the Interlocal Cooperation Act. Each Member will adopt its own Benefit Plan from those made available by HEBP. The Member's Benefit Plan may combine insured, self-insured, and pooled liabilities.

For a Member that does not participate in HEBP's pooled health and employee benefits plan, HEBP shall make available administrative services, stop-loss coverage, County Choice Silver or other retiree benefits, ARTS services and other benefits and services as the board of trustees determines to make available.

- 3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.
- 3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.
- 3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of a Member, or the dependents of these officials, employees or retirees.
- 3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and reinsurance as provided by law, and each Member is subject to the terms and conditions of HEBP's insurance, stop loss or excess loss coverage, or reinsurance. A self-insured Member that obtain administrative services only will obtain stop-loss coverage from or

through HEBP. If HEBP is unable to provide appropriate coverage, the Member will obtain other stop-loss coverage that is satisfactory to HEBP.

- 3.8 Coordinators. Each Member shall appoint, and designate in the space provided below, a Pool Coordinator of department head rank or above. Each Member agrees that HEBP is not required to contact or provide notices to any person other than the Pool Coordinator. Any notice to a Member's Pool Coordinator related to service or a claim under this Agreement is binding on the Member. Each Member may change its Pool Coordinator at any time by giving written notice to HEBP.
- 3.9 Audits. HEBP will be audited annually by an independent certified public accountant, and the audit will be filed as required by the laws of the State of Texas including the Group Benefits Act.
- 3.10 Plan Administrator. HEBP will serve as the plan administrator, as defined by the Health Insurance Portability and Accountability Act, for a Member participating in the pooled health and employee Benefits Plan. Each self-insured Member will serve as its own plan administrator, retains the right, duties and privileges of the plan administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.
- 3.11 Self-Insured Member Responsibility. Each Member acknowledges that, to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan if HEBP fails to make payments.
- 3.12 ARTS Participant Responsibility. A Member who participates in the ARTS Program is responsible for providing HEBP with detailed payroll information, including leave of absence, and health benefits information for each full time employee. HEBP is not responsible for verification of information provided by or on behalf of a Member under the ARTS Program. Each participating Member acknowledges that it remains responsible for the accuracy of the information provided to HEBP, and for any fines, penalties, or damages resulting from reports generated from the information.

#### 4. ADMINISTRATIVE PROVISIONS

- 4.1 Amendment. This Agreement may only be amended or modified by written agreement signed by the parties, or as otherwise provided under this Agreement.

- 4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.
- 4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege be considered as a waiver of that right or privilege.
- 4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties Health and Employee Benefits Pool  
Attention: Director, Health and Benefits Services Department  
1210 San Antonio  
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

- 4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in state district court in Austin, Travis County, Texas.
- 4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

# EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL



Executive Director,  
Texas Association of Counties

Date: July 29, 2016

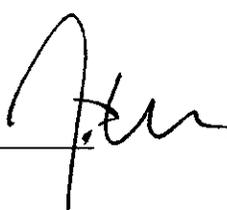
MEMBER'S POOL COORDINATOR

Name: J.D. Clark

Address: 101 N. Trinity  
DECATUR, TX. 76234

Phone Number: 940-627-5743

E-Mail Address: cojudge@co.wise.tx.us

Wise County   
MEMBER

By: J.D. Clark  
Printed Name:

Title: County Judge

Date: 8/8/16

## ATTACHMENT A

The Member must select the HEBP services that it will obtain through its membership in HEBP. Please indicate your choices by checking the appropriate box.

- A. Pooled Coverage**

**[You may also select services under D and E, below. Do not select services under B and C, below.]**

The Member will participate in the pooled HEBP health and employee benefits plan. HEBP will provide health and employee benefit plans for the Member's officials, employees, retirees, and eligible dependents, that may include accident, health, dental, disability and other appropriate coverages. Member will adopt its own Benefit Plan from those made available by HEBP. HEBP will provide administrative and other necessary services in support of the Benefit Plan chosen by the Member.

- B. Administrative Services**

**[Do not select this box if you selected option A, above. You may select any of the services below.]**

The Member has established its own self-funded health and employee benefits plan for its officials, employees, retirees and their eligible dependents. The Member does not want to participate in the pooled HEBP health and employee Benefits Plans, but will obtain from HEBP administrative services in support of Member's self-funded Benefits Plan. HEBP will provide these administrative services under the terms of the Administrative Services Agreement between HEBP and the Member, attached as Exhibit 1 if applicable.

- C. Stop-Loss Coverage**

**[Do not select this box if you selected option A, above. If you select this option C, you MUST also select option B, above. You may also select services under D or E, below.]**

The Member has established a fund to provide its own health and employee benefits plan for its officials, employees, retirees and their eligible dependents.

The Member does not want to participate in the pooled HEBP health and employee benefits plan, but will obtain from HEBP stop-loss coverage in support of its self-funded Plan. HEBP will provide stop-loss coverage to Member pursuant to the terms of the Stop-Loss Coverage Agreement between Member and HEBP, attached as Exhibit 2 if applicable.

**D. Retiree Health Benefit Plans**

**[You may select this option in addition to any other service.]**

The Member will participate in the retiree medical program for Medicare eligible retirees of a Member, according to the terms agreed to by Member and HEBP, as described in the Retiree Benefit Plan attached as Exhibit 3 if applicable.

**E. ACA Reporting and Tracking Service (ARTS)**

**[You may select this option in addition to any other service.]**

The Member will participate in the Affordable Care Act (ACA) Reporting and Tracking Service Program, which provides reporting specific to the Member's employees regarding various ACA rules and thresholds, and produces related annual forms required by the Internal Revenue Code, based on data submitted to HEBP by Member, according to the terms and pricing agreed to by Member and HEBP, attached. As Exhibit 4, if applicable.



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Prescription Drug Program Option 5A-NG No Deductible

**Prescription Drug Program**  
*(Copayments will not apply to Co-Share Stoploss Maximum)*

**Network**

### **Retail Pharmacy**

Deductible

Non-Preferred Brand Name Drug

Brand Name Drug

Generic Drug

### **Participating CVS Caremark Retail Pharmacy**

*\$0 Individual /  
\$0 Family*

*\$50 Copayment Amount  
(When no generic is available or Rx is prescribed  
Dispense as Written-DAW)*

*\$30 Copayment Amount  
(When no generic is available or Rx is prescribed  
Dispense as Written-DAW)*

*Lesser of \$10 Copayment Amount  
OR  
Actual Cost*

**Note:** Members electing to purchase brand name drugs when "Dispense as Written" (DAW) is not indicated will be required to pay the difference between the cost of the Generic drug and Brand Name drug, plus the Brand Name Copayment.

Specialty and biotech medications are available only through mail order unless purchased and administered through the doctor's office.

### **Mail Service Pharmacy-up to a 90-day supply**

Non-Preferred Brand Name Drug

Brand Name Drug

Generic Drug

*\$100 Copayment Amount*

*\$60 Copayment Amount*

*\$20 Copayment Amount*

**Note:** Prescription Drug Benefits are provided by CVS Caremark through a master contract with the Texas Association of Counties Health and Employee Benefits Pool. Prescription Drugs are not administered by Blue Cross and Blue Shield of Texas

Initials JDC Date 8/8/16

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# Collin College

## Third Party Billing Contract

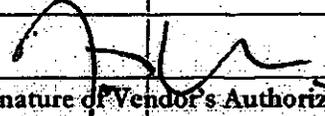
Vendor Name WISE COUNTY SHERIFF'S OFFICE  
 Primary Contact WENDY SHEARIN  
 Billing Address P.O. BOX 899  
DECATUR, TX 76234  
 Phone Number (940) 627.5971  
 FAX Number (940) 627.3797  
 E-mail Address SHEARINW@SHERIFF.CO.WISE.TX.US

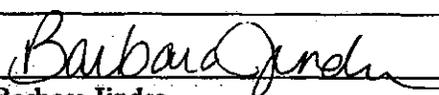
Collin College (Collin) and WISE COUNTY SHERIFF'S OFFICE (Vendor) enter into a third party billing contract (Contract) whereupon Vendor agrees to pay Collin for tuition, fees, books, supplies and/or other services as authorized by the Vendor in this Contract. The duration of the Contract, specific costs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

Duration of Contract (not to exceed two years): 2 years Oct 1, 2016-Sept 30, 2018  
 Costs paid by Vendor (indicate with an 'X'):  Tuition  Fees  Books  Supplies  Other\*  
 Maximum per student: \$ (as needed)  
 And/or maximum per this agreement: \$ (as needed)

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

\*Special Instructions: \_\_\_\_\_

  
 Signature of Vendor's Authorized Agent

  
 Barbara Jindra  
 Associate Vice President, Administrative Services

Printed Name/Title:  
JDC Clark, County Judge

Date 6-27-16

Date received 6.29.16

Fax completed forms to: (972)548-6589  
 Or  
 Mail to: Central Park Campus  
Attn: Law Enforcement Academy  
2200 W. University Drive  
McKinney, TX 75069-8001  
 For questions call (972) 548-6863

For Office Use Only	Vendor ID	100034243
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## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and WISE COUNTY, a local government, hereinafter referred to as "Participant," having its principal place of business at 200 Rook Ramsey Drive, Decatur, Texas 76234.

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the operation, management and facilitation of emergency communication services in North Texas; and

**WHEREAS**, NCTCOG and PARTICIPANT entered into an Interlocal Agreement dated August 24<sup>th</sup>, 2015 for E9-1-1 Service, Equipment, Addressing and GIS/Database Maintenance ("9-1-1 Service Agreement"); and

**WHEREAS**, in reliance on such authority, NCTCOG, as part of its 9-1-1 Services Program, has contracted to construct multiple telecommunication towers on selected sites throughout North Texas, many of which sites are located on property owned/leased by other local governments; and

**WHEREAS**, Participant has agreed to allow for the location of one such tower on property owned by Participant and has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on July 25<sup>th</sup>, 2016, and that it desires to contract with NCTCOG on the terms set forth below; and

**WHEREAS**, NCTCOG and PARTICIPANT wish to enter into this agreement as an extension of the 9-1-1 Service Agreement;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: DESCRIPTION OF PROJECT**

NCTCOG agrees to construct at its expense a telecommunication tower on property owned by Participant at the location described on Exhibit A. The description of the tower, including height, design and materials is set forth on Exhibit B. Construction shall commence no later than December 31st, 2016 unless otherwise agreed by the parties. NCTCOG agrees during the term hereof to maintain the tower and related facilities at its sole expense. The tower shall at all times be exclusively owned by NCTCOG. NCTCOG shall have the right at all times to allow third parties access to the

tower for installation of additional third party equipment. Participant shall also have the non-exclusive right of access to the tower for installation of Participant's equipment so long as it does not materially interfere with tower operations. All expenses incurred in the installation of Participant's equipment, including structural analysis and possible tower improvements shall be paid by Participant. Participant shall maintain such equipment at its sole expense.

### **ARTICLE 3: TOWER REVENUE; INSURANCE & LIABILITY**

All revenue generated from tower operations, with the exception of Participant equipment, shall be the property of NCTCOG. All taxes and fees, if any, assessed on such revenue shall be paid by NCTCOG. PARTICIPANT shall at all times maintain adequate insurance on the tower and all related improvements, including comprehensive general liability coverage that includes NCTCOG as the tower owner. Participant shall at all times maintain adequate insurance on its equipment, if any, located on the tower and shall insure NCTCOG to the extent of its interest in the tower.

NCTCOG agrees to and accepts full responsibility for the acts, negligence and/or omissions of all NCTCOG employees, subcontractors and/or contract laborers and for those of all persons doing work under a contract or agreement with said Contractor. NCTCOG understands and agrees that the Contractor, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the PARTICIPANT.

PARTICIPANT agrees to and accepts full responsibility for the acts, negligence and/or omissions of all PARTICIPANT employees, subcontractors and/or contract laborers and for those of all persons doing work under a contract or agreement with said Contractor. PARTICIPANT understands and agrees that the Contractor, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the PARTICIPANT.

### **ARTICLE 4: TERM**

This Agreement shall be effective on the Effective Date shown below and shall remain in full force and effect for ten (10) years. This Agreement shall automatically renew for successive five (5) year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below. Upon termination of this Agreement NCTCOG shall be responsible at its expense for removing the tower and all related equipment from the tower site.

### **ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

### **ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for cause provided written notice is provided to the other party specifying the nature of the cause and allowing the defaulting party six (6) months' time to cure any alleged default under the Agreement. If the default is not cured, this Agreement will terminate upon thirty (30) days written notice by certified mail to the other party. The parties may also terminate this Agreement by mutual agreement.

### **ARTICLE 7: AVAILABILITY OF FUNDING**

Except for tort or tort-related claims, this Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and then current availability of funds which are received from the funding agencies by NCTCOG and that are dedicated for the

purposes of this Agreement. NCTCOG will give prompt written notice to Participant in the event NCTCOG loses funding. In the event NCTCOG loses funding, Participant and NCTCOG shall immediately terminate this Agreement.

#### **ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

#### **ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Wise County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, together with the 9-1-1 Service Agreement constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

**North Central Texas  
Council of Governments**  
Next Generation 911 Services Program  
616 Six Flags Drive  
Arlington, Texas 76011

\_\_\_\_\_  
NCTCOG Executive Director or Designee



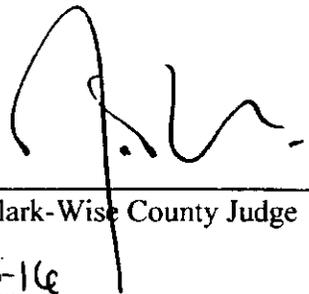
\_\_\_\_\_  
Signature of Executive Director or Designee

Date: 8/2/16

**EFFECTIVE DATE:** \_\_\_\_\_, 2016

**Participant**

Wise County



By: \_\_\_\_\_  
J.D. Clark-Wise County Judge

Date: 7-25-16

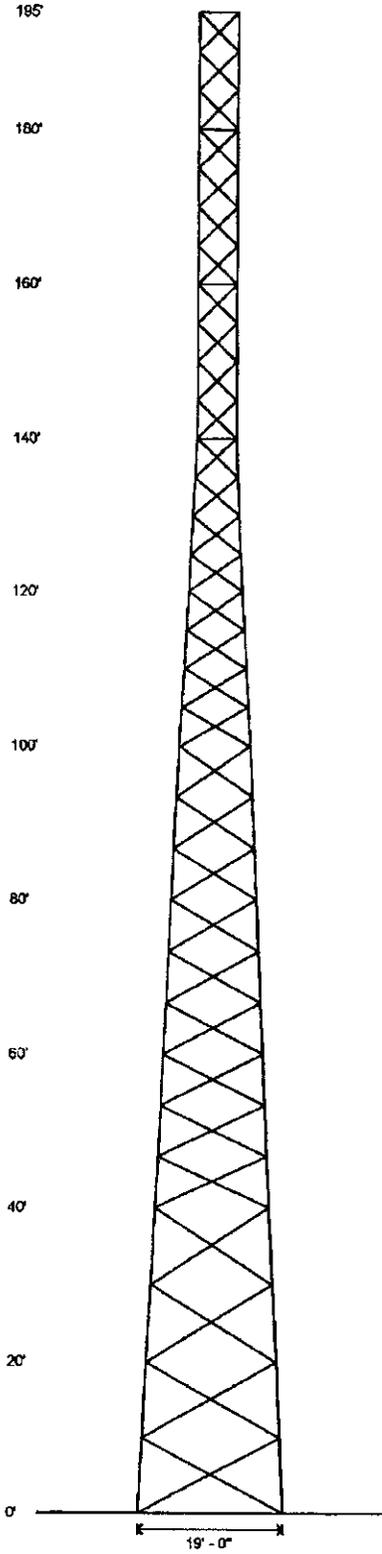
Wise County  
200 Rook Ramsey Road  
Decatur, Texas 76234

**EXHIBIT A**  
(Legal Description of Tower location)

**EXHIBIT B**  
**(Tower Description)**

SIZES ARE PRELIMINARY AND MAY CHANGE UP ON FINAL DESIGN

Legs	5.563 OD X .375	5.563 OD X .258	4.500 OD X .287	4.000 OD X .228	3.500 OD X .210	2.375 OD X .21E	2.375 OD X .154
Diagonals	L 3 1/2 X 3 1/2 X 1/4	L 3 X 3 X 3/16	L 2 1/2 X 2 1/2 X 3/16	L 2 X 2 X 3/16	L 2 X 2 X 1/8	L 2 X 2 X 3/16	L 2 X 2 X 1/8
Horizontals	NONE						
Brace Bolts	(1) 3/4"						
Top Face Width	17'	15'	13'	9'	7'	S	
Panel Count/height	4 @ 10'	9 @ 8.6667'		19 @ 5'			
Section Weight	2958	1992	2033	1401	1108	938	721
			1005				505



**Designed Appurtenance Loading**

Elev	Description	Tx-Line
160	Leg Dish Mount	
160	(1) 3' Solid Dish w/ Radome	(1) LMR-400
145	Leg Dish Mount	
145	(1) 6' Solid Dish w/ Radome	(1) LMR-400
75	Leg Dish Mount	
75	(1) 2' Solid Dish w/ Radome	(1) LMR-400

**Base Reactions**

Total Foundation		Individual Footing	
Shear (kips)	25.15	Shear (kips)	15.06
Axial (kips)	59.91	Compression (kips)	152
Moment (ft-kips)	2406	Uplift (kips)	136
Torsion (ft-kips)	-11.53		

**Material List**

Display	Value
A	L 2 X 2 X 1/8
B	L 2 X 2 X 3/16

**Notes**

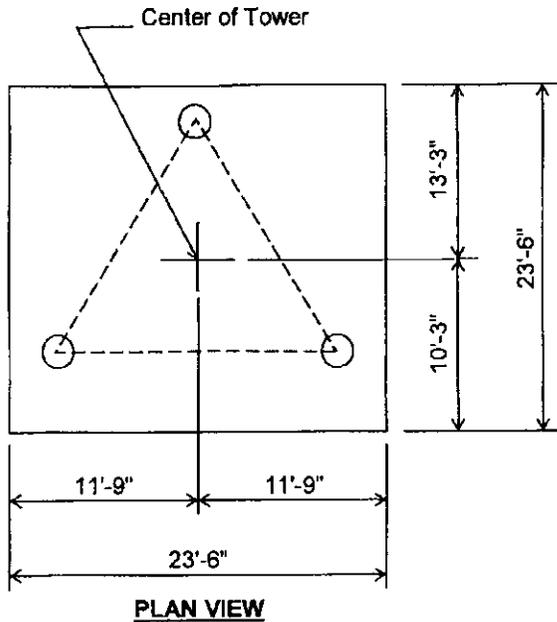
- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 6 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1" dia. F1554 grade 105 anchor bolts per leg. Minimum 35.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) This structure has been designed with a 250% increase in antenna and line loading.

	<b>Sabre Communications Corporation</b> 7101 Southridge Drive P.O. Box 668 Slouss City, IA 51102-0668 Phone: (712) 252-0950 Fax: (712) 275-0814		Order: 16-4090-JAC Customer: JTS INC Site Name: Wise County SO, TX Description: 195' S3TL Date: 11/18/2015 By: KJL Page: 1
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code CA. 690 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>		

**Customer: JTS INC**  
**Site: Wise County SO, TX**

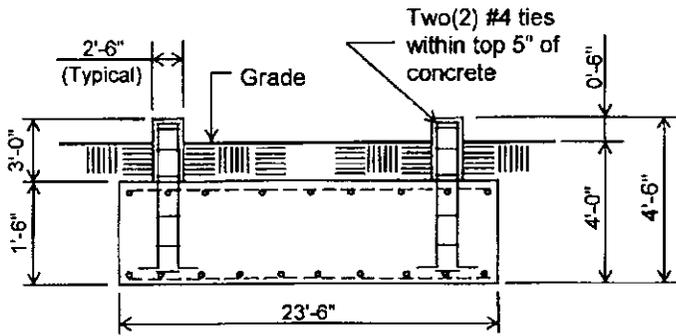
195 ft. Model S3TL Series HD1 Self Supporting Tower At  
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.

**PRELIMINARY - NOT FOR CONSTRUCTION-**



**Notes:**

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete comers to be chamfered 3/4".
- 5). The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.



- 6). The foundation is based on the following factored loads:  
Factored download (kips) = 16.43  
Factored overturn (kip-ft) = 2406.28  
Factored shear (kips) = 25.15

**ELEVATION VIEW**  
(32.32 Cu. Yds.)  
(1 REQ.; NOT TO SCALE)

**CAUTION:** Center of tower is not in center of slab.

Rebar Schedule per Mat and per Pier	
Pier	(12) #6 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(28) #6 horizontal rebar evenly spaced each way top and bottom. (112 total)

- 8). 2.5 ft of soil cover is required over the entire area of the foundation slab.

Name: Wise CO SO

Latitude: 33.231518°

Longitude: -97.610344°

Description

Style, Color

View

Altitude

Add link...

Add image...

Cancel

