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CANCELLATIONS

August 29, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Employee Benefits Corporation-Katherine to discuss options**

STATE OF TEXAS

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COUNTY OF DENTON

FY 2016-2017

COUNTY OF WISE

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Wise County, Texas (hereinafter "Contractor") and Denton County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commissioner of Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate.

The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than The Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, et cetera) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's county.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision there of.

1.7 LOCATION AND OPERATION OF FACILITY

The Contractor shall provide the detention services described herein at the Wise County Jail in Wise County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is \$37.50 per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning i.e., at or before 12:00 Noon). In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit:

Denton County Auditor
401 W. Hickory, Suite 423
Denton, Texas 76201

The County shall make payment to the Contractor within 30 days after receipt of the invoice.

Payment shall be in the name of the Wise County, Texas, and shall be remitted to:

Wise County Treasurer
P.O. Box 554
207 North Church Street
Decatur, Texas 76234

Amounts which are not timely paid in accordance with the above the procedure shall bear interest at the lesser of the annual percentage rate of the 10-percent or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this agreement.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period beginning October 1, 2016 (or the date of execution) and end September 30, 2017.

3.2 RENEWALS

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

3.3 TERMINATION

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff opinion, create a condition of Over crowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility,

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver up such prisoner(s) to the Sheriff or Denton County at the cost and expense of the County.

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility before the inmate is eligible for incarceration at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirement set forth above.

The Contractor reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor facility, the Contractor reserves the right to demand that the County remove that inmate and County may replace said inmate with a non-high risk inmate of the County.

4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of the Contractor's Sheriff upon request of the Contractor's Sheriff.

Inmate may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight hours, Contractor may deliver up such inmate to the Sheriff of Denton County at the cost and expense of County.

4.4 INMATE SENTENCES

Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

4.5 LIABILITY

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of

The Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor 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 Denton County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Contractor.

ARTICLE 5: MISCELLANEOUS

5.1 BINDING NATURE OF AGREEMENT

This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 NOTICE

Either party hereto to the other may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

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

County: Denton County, Texas
 County Judge Mary Horn
 110 W. Hickory St. 2nd Floor
 Denton, Texas 76201

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.3 AMENDMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.4 PRIOR AGREEMENTS

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.5 CHOICE OF LAW AND VENUE

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Decatur, Wise County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Wise County, Texas.

5.6 APPROVALS

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.

Denton County Judge
Denton County, Texas
Pursuant to a resolution of the
Commissioners Court of
Denton County, Texas
Passed the ___ day of
_____ 2016

Date signed _____

Wise County Judge
Wise County, Texas
Pursuant to a resolution of the
Commissioners Court of
Wise County, Texas
Passed the ___ day of
_____ 2016

Date signed _____

Denton County Auditor

Wise County Auditor

Denton County Sheriff
Denton County, Texas

Wise County Sheriff
Wise County, Texas

Attorney Approval as to Form

Attorney Approval as to Form

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STATE OF TEXAS

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COUNTY OF PARKER

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COUNTY OF WISE

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FY 2016-2017

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into by Wise County, Texas (hereinafter "Contractor") and Parker County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County may need emergency housing and care of certain inmates incarcerated or to be incarcerated in its jail and as a safety precaution, if all available beds are filled, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1: DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and the appropriate services for the County to maximum extent authorized by this agreement without regard to race, religion, color, age, sex, and national origin, to wit:

1.1 FACILITIES

Contractor warrants that the facilities provided for the detention of County's prisoners meet the requirement of the Texas Commissioner of Jail Standards.

1.2 HOUSING AND CARE OF INMATES

Contractor agrees to accept and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission of Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail.

1.3 MEDICAL SERVICES

The per-day rate under this agreement covers only routine services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies.

The per-day does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments or surgical and dental care and does not include the costs associated with any hospitalization of an inmate.

The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per-day rate.

When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County through its Sheriff or designated representative as soon as possible to inform the County of the fact that the inmate has been hospitalized and the nature of the illness or injury that has required the hospitalization.

The Contractor will arrange for the hospital or health care provider to bill the costs of the hospitalization and/or medical care directly to the County, rather than The Contractor paying the costs and invoicing the County for the cost of the hospitalization.

If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor such costs within thirty business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.4 MEDICAL INFORMATION

The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.5 TRANSPORTATION AND OFF SITE SECURITY

The County is solely responsible for the transportation of the inmate to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flight, et cetera) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by the law for an inmate admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County shall be responsible for the transportation of its inmates to and from all court proceedings and hearing not arising out of incidents in Contractor's county.

The County is responsible for the transportation of its inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.6 SPECIAL PROGRAMS

The per-day set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs unless provided to similar inmates in Contractor's county. The parties may agree by written amendment to this agreement or by separate agreement for the provision there of.

1.7 LOCATION AND OPERATION OF FACILITY

The Contractor shall provide the detention services described herein at the Wise County Jail in Wise County, Texas.

ARTICLE 2: FINANCIAL PROVISIONS

2.1 PER DIEM RATE

The per diem rate for detention services under this agreement is \$40.00 per man-day. This rate covers one inmate per day.

A portion of any day shall count as a man-day under this agreement except that the County may not be billed for two days when an inmate is admitted one evening (i.e., on or after 6:00 p.m.) and removed the following morning i.e., at or before 12:00 Noon). In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.2 BILLING PROCEDURE

Contractor shall submit an itemized invoice for the services provided each month to the County.

Invoices will be submitted to the office of the County hereby designated to receive the same on behalf of the County to-wit:

Parker County Auditor
1112 Santa Fe Drive
Weatherford, Texas 76086

The County shall make payment to the Contractor within 30 days after receipt of the invoice.

Payment shall be in the name of the Wise County, Texas, and shall be remitted to:

Wise County Treasurer
P.O. Box 554
207 North Church Street
Decatur, Texas 76234

Amounts which are not timely paid in accordance with the above the procedure shall bear interest at the lesser of the annual percentage rate of the 10-percent or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this agreement.

All amounts paid under this agreement shall be made from the current years available funds.

County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 PRIMARY TERM

The primary term of this agreement is for a period of one year beginning October 1, 2016 and ending September 30, 2017.

3.2 RENEWALS

The agreement may be renewed annually by the mutual agreement of the parties.

In the event that the parties seek to renew this agreement at the end of that primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period.

The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and as approved by the Commissioners Court of the respective parties.

3.3 TERMINATION

This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.2.

In addition, this agreement may be terminated upon 60 days written notice delivered by either party to the offices specified herein by the other party to receive notices.

This agreement will likewise terminate upon the happening for any event that renders performance hereunder by the contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE 4: ACCEPTANCE OF INMATES

4.1 COMPLIANCE WITH THE LAW

Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above the permissible numbers of inmates allowed by law or will, in the Contractor's Sheriff opinion, create a condition of Over crowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility or result in possible violation of the constitutional rights of the inmates housed at the facility,

At any times that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, remove said prisoner(s) from the facility within eight hours.

In the event such prisoner(s) are not removed by County, Contractor may deliver up such prisoner(s) to the Sheriff or Parker County at the cost and expense of the County.

4.2 ELIGIBILITY FOR INCARCERATION AT FACILITY

The only inmates of the County eligible for incarceration in the Contractor facility under this agreement are non-high risk inmates.

An inmate must be considered as non-high risk in accordance with State standards and under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility before the inmate is eligible for incarceration at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this Agreement must meet the eligibility requirement set forth above.

The Contractor reserves the right to review the inmate's classification and/or eligibility and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate.

Furthermore, if any inmate's classification changes while incarcerated at the Contractor facility, the Contractor reserves the right to demand that the County remove that inmate and County may replace said inmate with a non-high risk inmate of the County.

4.3 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility and the County shall cooperate with and provide information requested regarding inmate by the Contractor's Sheriff.

The Contractor reserves the right to refuse acceptance of any prisoner of the County.

Likewise, if any inmate's behavior, medical or psychological condition or other circumstance of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility and shall do so within eight hours upon the request of the Contractor's Sheriff upon request of the Contractor's Sheriff.

Inmate may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

In the event of the County's failure to remove such inmate within eight hours, Contractor may deliver up such inmate to the Sheriff of Parker County at the cost and expense of County.

4.4 INMATE SENTENCES

Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge date. All such computation and record keeping shall continue to be the responsibility of the County.

It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten days before such date.

The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date and for the County to discharge the inmate from its own facility.

The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same time.

The County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

4.5 LIABILITY

The Contractor agrees to and accepts full responsibility for the acts, negligence and/or omissions of all the Contractor's employees and agents, the Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of

The Contractor's subcontractors and/or contract laborers and for those of all other persons doing work under a contract or agreement with said Contractor.

The Contractor 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 Parker County.

The County agrees to and accepts full responsibility for the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or omissions of all County's employees and agents, County subcontractors and/or contract laborers and for those all other persons doing work under a contract or agreement with said County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, County's subcontractors and/or contract laborers and all other persons doing work under a contract or agreement with County.

The County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Contractor.

ARTICLE 5: MISCELLANEOUS

5.1 BINDING NATURE OF AGREEMENT

This agreement if contractual and is binding upon the parties hereto and their successors, assigns and representatives.

5.2 NOTICE

Either party hereto to the other may deliver all notices, demands, or other writings by United States mail or other reliable courier at the following address:

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

County: Parker County, Texas
 County Judge Mark Riley
 1 Courthouse Square
 Weatherford, Texas 76086

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.3 AMENDMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.4 PRIOR AGREEMENTS

This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.5 CHOICE OF LAW AND VENUE

The law, which shall govern this agreement, is the law of the State of Texas.

All consideration to be paid and matters to be performed under this agreement are payable and to be performed in Decatur, Wise County, Texas, and venue of any dispute or matter arising under this agreement shall lie in the District Court of Wise County, Texas.

5.6 APPROVALS

The Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act must approve this agreement.

5.7 FUNDING SOURCE

In accordance with the Interlocal Cooperation Act, all amounts due under this agreement are to be paid from current revenues of County.

The signature of the County's Auditor below certifies that there are sufficient funds from the current revenues available to the County to meet its obligations under this agreement.

Parker County Judge
Parker County, Texas

Wise County Judge
Wise County, Texas

Pursuant to a resolution of the
Commissioners Court of
Parker County, Texas
Passed the ___ day of
_____ 2016

Pursuant to a resolution of the
Commissioners Court of
Wise County, Texas
Passed the ___ day of
_____ 2016

Date signed _____

Date signed _____

Parker County Auditor

Wise County Auditor

Parker County Sheriff
Parker County, Texas

Wise County Sheriff
Wise County, Texas

Attorney Approval as to Form

Attorney Approval as to Form

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FISCAL YEAR 2017 MEMORANDUM OF UNDERSTANDING
between
WISE COUNTY
and the
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS'
AREA AGENCY ON AGING

The North Central Texas Council of Governments' Area Agency on Aging (NCTAAA) agrees to:

- ◆ Provide information, referral and assistance; benefits counseling; legal assistance; care coordination; long-term care ombudsman; homemaker; caregiver education and training; residential repair; emergency response; caregiver support coordination; health maintenance; income support; and caregiver respite services to Wise County residents age 60 and over who qualify. Services shall be provided without charge to clients.
- ◆ Provide funding to community-based organizations for nutrition and transportation services, using a methodology that allocates funds on the basis of the county's older residents, low-income older residents, and contractor effectiveness in serving eligible clients.
- ◆ Provide technical support to staff members of the Wise County Committee on Aging as requested.
- ◆ Assist with implementation and maintenance of software system used to report program performance to the NCTAAA and Texas Health and Human Services Commission.
- ◆ Provide timely allocation of funds and reimbursement to the Wise County Committee on Aging for allowable nutrition and transportation services, per the terms of its contract.
- ◆ Conduct required fiscal and programmatic monitoring to enhance program efficiency and compliance with local, state, and federal regulations.
- ◆ Develop a strategic plan that identifies most critical needs of county's older persons and prioritizes services, based on identified needs.
- ◆ Coordinate service delivery with local providers to create and maintain comprehensive network of health and social services for older Wise County residents and their family caregivers.

Wise County agrees to:

- ◆ Reimburse the NCTAAA in the amount of \$3,501, as its proportionate share of the NCTAAA's match requirement. Such reimbursement shall be made to the NCTAAA no later than May 30, 2017.
- ◆ Request technical assistance from the NCTAAA as needed.

Period of Performance:

This Memorandum of Understanding between Wise County and the North Central Texas Council of Governments' Area Agency on Aging shall be in effect from October 1, 2016 through September 30, 2017.

FOR: NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS

Mike Eastmond

Date: 8/24/16

WISE COUNTY

[Signature]

8/29/16

149



WISE COUNTY EMS

1101 W. Rose Ave.
Decatur, Texas 76234
(940)627-2002 Fax (940)627-7521

FIRST RESPONDER **LETTER OF AGREEMENT**

In an effort to comply with Chapter 157.14 (c) (1) (2), T.A.C. adopted under the authority of Chapter 773, Article 773.003, Health and Safety Code, this letter of agreement between the County of Wise Emergency Medical Service Department, hereinafter referred to as the Department and Crafton Volunteer Fire Department, hereinafter referred to as the Organization, is adopted for said compliance.

RESPONSIBILITIES AND AUTHORITY OF THE DEPARTMENT'S ADMINISTRATOR

1. Review of compliance with established field performance guidelines for EMS personnel
2. Review of compliance with established training guidelines for EMS personnel
3. Review and recommend revision of the medical protocols and standing orders of the Organization
4. Approval and periodic review of the Organization's ongoing QA program
5. Function as the primary liaison between the Organization, the Department, the EMS Medical Director and the local Medical Community
6. May recommend, to the EMS Medical Director, the withdrawal of approval for the level of prehospital care provided by an EMS volunteer for non-compliance with the Health and Safety Code, Chapter 773, the Texas Administrative Code Chapters 157 and 197, or accepted medical practice, pursuant to the Department's adopted procedure and the Texas Register Act, Texas Civil Statutes, Article 6252-13A
7. Recommends appropriate remedial or corrective measures for the Organization's EMS personnel which may include, but are not limited to, counseling, re-training, testing, probation and/or field preceptorship
8. May recommend suspension of a certified EMS provider from medical care duties within the Organization for due cause pending review and evaluation
9. Approves a comprehensive method for management of patient care incidents, including patient complaints, allegations of substandard care and deviations from established protocols and patient care standards

RESPONSIBILITIES AND AUTHORITY OF THE ORGANIZATION'S CHIEF

1. Submits to the Department's Administrator appropriate forms for individual EMS personnel for approval of the level of prehospital care that they may render locally, before they are permitted to provide such care
2. Reports to the Department's Administrator any non-compliance with the established field performance guidelines by the Organization's EMS personnel
3. Reports to the Department's Administrator the status of the Organization's training guidelines that meet or exceed those established by the Texas Department of Health for EMS personnel
4. Monitors for and reports to the Department's Administrator any deviations from the established medical protocols and standing orders

5. Reports to the Departments Administrator about the Organization's ongoing system audits and QA program
6. Implements the recommendations of the EMS Medical Director on medically related aspects of operation of the Organization including the Department's performance specifications
7. Reports to the Department's Administrator any problems or concerns between the Organization, the Department or the Medical Community
8. Reports to the Department's Administrator any known non-compliance with the Health and Safety Code, Chapter 773, Texas Administrative Code Chapters 157, 197 and/or accepted medical practice on the part of any of the Organization's EMS personnel
9. Considers the Department Administrator's recommendations regarding remedial or corrective measures for the Organization's EMS personnel found to be in need of such measures
10. Considers the suspension from medical duties of any of the Organization's EMS personnel for due cause pending review and evaluation as the Department's Administrator recommends
11. Reports to the Department's Administrator all patient care incidents, patient complaints, allegations of substandard care and/or deviations from established protocols and patient care standards
12. Ensure that First Responder Patient Report forms are available at EVERY scene, and properly filled out for each patient, including "No Transports". A copy of the completed form shall be supplied to the Department upon request
13. When on scene, Organization personnel shall be identified by at least the following: name of service, name of individual and level of certification
14. Maintain program for security of patient confidentiality as required under HIPPA regulations.
15. The Organization shall receive notice to respond to EMS calls primarily through 911 Dispatch. They may also respond to request via direct radio request from a public safety agency or through direct phone request for service.
16. The Organization will provide First Response Emergency Medical Care 24 hours per day, 7 days per week. The response shall be executed as an emergency, code three response in all cases, except in situations where circumstances warrant a lower level of response code. Chain of command in compliance with State NIMS recommendations will be utilized whenever possible.

Wise County Judge

Date: _____

Wise County EMS Medical Director

Date: _____

Wise County EMS Administrator

Date: _____

Fire Chief

Date: _____

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SOLID WASTE LANDFILL-TRANSFER STATION
BID NO. 14-520-010

Extension 3 of 4

Bidder's Name: IESI
Address: 1201 ROACH ST LOT #4
Mailing Address: PO BOX 1287
City/State/Zip: BOWIE TX 76230
Phone Number: () 877-592-5030 Fax Number: () 940-872-4798
Email: CHRIS.HENDERSON@PROGRESSIVEWASTE.COM
Contact Person: CHRIS HENDERSON

The company named above agrees to continue the above mentioned bid for a period of 1 year from October 1, 2016-September 30, 2017 with the same terms/conditions and pricing as in the previous year. Any changes are submitted in writing and attached to this form as indicated below. If changes are submitted, they are subject to the approval of Commissioners' Court.

Changes attached(circle one): NO YES

Signature: 
Typed Name and Title: CHRIS HENDERSON Manager
Date: 8-23-16



August 23, 2016

Wise County Asset Control Office
P.O. BOX 952
400 W Walnut
Decatur, TX 76234

Dear Sirs,

Effective October 1, 2016 thru September 30, 2017 IESI Bowie Transfer Station will increase the gate rates for disposal from \$62.00 per ton to \$63.00 per ton due to increased costs incurred.

IESI thanks you for your business and we look forward to continued business in the future. Please feel free to contact us if you have any questions @ 877-592-5030.

Sincerely

A handwritten signature in black ink, appearing to read 'CHH', written over a horizontal line.

Chris Henderson
Division Manager

Bid: Solid Waste Landfill-Transfer Station, 14-520-010 extension 3 of 4

STATE OF TEXAS

COUNTY OF WISE

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CHRIS HENDERSON known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by IESI hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

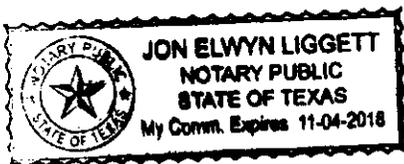
I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: IESI
Signed by: CHRIS HENDERSON CHA
Address: 1201 ROACH ST LOT #4 BOX 1287 BOWIE TX 76230
Telephone: 877-592-5030 Date: 8-23-16

CHA



Affiant

Name: CHRIS HENDERSON

Title: MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23rd day of August, 2016.

Jon Elwyn Liggett
Notary Public in and for the State of Texas

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:
2016-101870

Date Filed:
08/19/2016

Date Acknowledged:

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

I.E.S.I
Bowie, 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 Asset Control Office

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.

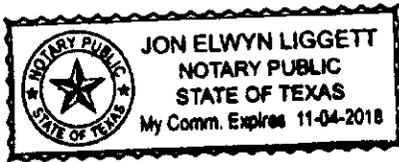
14-520-010
Disposal Facility

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	I.E.S.I	BOWIE, TX 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 Chris Henderson, this the 23rd day of August, 20 16, to certify which, witness my hand and seal of office.

[Handwritten Signature]
Signature of officer administering oath

Jon Elwyn Liggett
Printed name of officer administering oath

Title of officer administering oath

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STANDARD MASTER AGREEMENT RENEWAL

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

1. Pursuant to Section (9) Termination--subsection (a) of said agreement, the Client and Consultant agree to renew this agreement so that it will remain in effect from October 1, 2016 or the signing of this document whichever is later until September 30, 2017.
2. Pursuant to the amendment requirements in Section (19) Miscellaneous Provisions of said agreement, the Client and Consultant agree to amend the hourly rates mentioned in Section (4) Compensation for Services subsection (b) and attached to the Original Standard Master Agreement as the Standard Rate schedule. The amended Standard Rate schedule is attached to this renewal and will become effective October 1st, 2016.
3. Pursuant to the amendment requirements in Section (19) Miscellaneous Provisions of said agreement, the Client and Consultant agree to amend subsection (7) Use of Documents to delete the phrase "...and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorney's fee, resulting there from." Further, Client and Consultant agree to amend subsection (15) Hazardous Substances by completely striking subsection (c) from the document.

Dated this the 29th day of August, 2016.

Client:

WISE COUNTY, TEXAS

By: [Signature]
J.D. Clark
Wise County Judge

Consultant:

KIMLEY-HORN AND ASSOCIATES, INC.

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

ATTEST: [Signature]
Sherry Lemph
Wise County Clerk
[Signature]
Amanda Kux
Chief Deputy



ATTEST: [Signature]
Jennifer Tatum, P.E.
Vice President

STANDARD MASTER AGREEMENT RENEWAL

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Dated this the _____ day of _____, 2016.

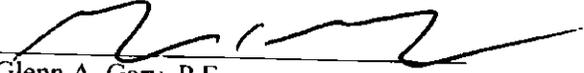
Client:

Consultant:

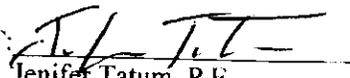
WISE COUNTY, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
J.D. Clark
Wise County Judge

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

ATTEST: _____
Sherry Lemon
Wise County Clerk

ATTEST: 
Jenifer Tatum, P.E.
Vice President

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

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

Effective October 1, 2015

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.
Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2016-102965

Date Filed:
08/23/2016

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:

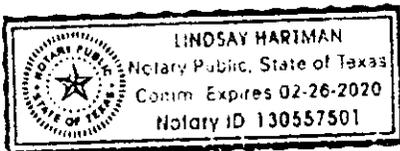
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY17 Development Reviews
Wise County Development Review Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Atz, John	Dallas, TX United States	X	
Peed, Brooks	Dallas, TX United States	X	
Schiller, Mike	Dallas, TX United States	X	
Wilson, Mark	Dallas, TX 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.



Sarah Underwood

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sarah Underwood this the 23rd day of August 2016, to certify which, witness my hand and seal of office.

Lindsay Hartman
Signature of officer administering oath

Lindsay Hartman
Printed name of officer administering oath

Accounting Assistant
Title of officer administering oath

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Flexible Premium Deferred Group Fixed Annuity

The current 457 plan through Security Benefit only offers mutual funds, which fluctuate with the stock market.

The Fixed Option allows participants to transfer or enroll in an interest bearing account (current interest rate is 1.45%), which is not connected at all with the stock market. This gives a more conservative approach for someone getting close to retirement, or someone who doesn't want to be in the stock market.

Roth Option

This option allows employees and participants to enroll or change their contributions from pre-tax to after-tax. The benefit of after tax is no taxes are due upon termination of employment or retirement, as long as the account was open 5 yrs or longer, and the participant is over 59 ½ yrs of age.

This also helps diversify a participant's tax portfolio.

A participant will be able to choose if they want their contributions pre-tax or after-tax, or a combination of the two.

There is no cost for adding these 2 options.



Questions? Call our National Service Center at 1-888-724-7526.

Instructions

Please type or print.

1. Provide Owner Information (Applicant - Employer)

Employer EIN 75-6001203

Employer Name Wise County

Mailing Address 207 N Church St Decatur TX 76234
Street Address City State ZIP Code

Daytime Phone Number 940-627-3540 E-mail Katherine.Hudson@
co.wise.tx.us

Plan Name _____
Complete only if different from Employer Name

2. Provide Replacement Information

Do you currently have any existing annuity or insurance policies? Yes No

Does this proposed contract replace or change any existing annuity or insurance policy? Yes No

If Yes, please list the company and policy number.

Company Name _____

Policy Number _____

3. Incentives and Other Considerations

Have you or the annuitant been offered any cash incentive or other consideration (such as free insurance) as an inducement to apply for this annuity contract? Yes No

Does the owner have an insurable interest in the annuitant? Yes No

4. Tax Identification Number Certification

Under penalties of perjury I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person (as defined in the IRS Form W-9 instructions).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X [Signature]
 Signature of Owner (Authorized Plan Official)

Decatur Texas 8-29-16
 Signed at (City-State) Date (mm/dd/yyyy)

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Tax Identification Number.

5. Registered Representative/Insurance Agent/Dealer Information

Will the Annuity being purchased replace any prior insurance or annuities of this or any other Company?

- No, to the best of my knowledge, this application is not involved in the replacement of any life insurance or annuity contract, as defined in applicable insurance department regulations.
- Yes. If yes, please comment below. I have complied with the requirements for disclosure and/or replacements. (Submit a copy of the Replacement Notice with this application and leave the applicant a copy of any written material presented to the applicant.)

Comments: _____

X Deb Reed
Signature of Representative _____ Date (mm/dd/yyyy) _____

Print Name of Representative Deb Reed Representative Number 500

Mailing Address of Representative 2513 Mesquite Deaton TX 76201
Street Address City State ZIP Code

E-mail Address of Representative dreed@isegroup.com

Print Name of Broker/Dealer Institutional Securities Daytime Phone Number 940 595 5331

Please Continue ➡

State Fraud Disclosures

Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. This state fraud disclosure applies to all jurisdictions except KS, MN and the states listed below.

AR Only – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

KY, NM, PA and WV – Any person who, knowingly and with intent to defraud any Insurance Company or other person, files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

AZ Only – Upon written request, the Company will provide additional information regarding the benefits and provisions of this annuity contract to the Owner/Applicant. If for any reason, the Owner/Applicant is not satisfied with this annuity contract, the Owner/Applicant may return the contract within 10 days, or within 30 days if the Owner/Applicant is 65 years of age or older on the date of the application for the annuity contract, after the contract is delivered and received a refund equal to the sum of the difference between the premiums paid, including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract, and the value of the amounts allocated to any separate accounts under the contract on the date the returned contract is received by the Company.

CO Only – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

CT Only – Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud, as determined by a court of competent jurisdiction.

D.C. Only – **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

GA Only – Any person who, with intent to defraud or knowingly that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

LA Only – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MD Only – Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ME Only – **It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**

NJ Only – Any person who includes any false and misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OH Only – Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OK Only – **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR Only – Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a materially false or deceptive statement may be guilty of insurance fraud.

RI Only – Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TN Only – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

TX Only – Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud, as determined by a court of competent jurisdiction.

WA Only – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

DE Residents please note: the contract issued based on this Application will be administered in adherence with Delaware's Civil Union and Equality Act of 2011. However, the Civil Union and Equality Act of 2011 does not supersede federal tax law and the Defense of Marriage Act which provide for disparate tax treatment between opposite-sex spouses and same-sex spouses and civil union partners.

IL Residents please note: the contract issued based on this Application will be administered in adherence with Illinois' Religious Freedom and Civil Union Act of 2011.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Mail to: Security Benefit • PO Box 750497 • Topeka, KS 66675-0497 or

Fax to: 1-785-368-1772

Visit us online at www.securityretirement.com

ROTH 457 AMENDMENT *to Agreement signed 3-17-03*
SMALL BUSINESS JOBS ACT OF 2010 ("SBJA")

**ARTICLE I
PREAMBLE**

- 1.1 Adoption and effective date of amendment. This amendment of the Plan is adopted to reflect amended Code Section 402A, as enacted by the Small Business Jobs Act of 2010 ("SBJA"). This amendment is intended as a good faith compliance with the requirements of the Act and guidance issued thereunder, and shall be interpreted in a manner consistent with such guidance. The amendment shall be effective as of the date indicated below.
- 1.2 Employer's Election. As of the effective date, the Employer adopts the provisions as elected under Article II. These provisions will remain in effect until a document incorporating the provisions of "SBJA" is adopted or if the provisions become obsolete.
- 1.3 Supersession of inconsistent provisions. This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

**ARTICLE II
ADOPTION AGREEMENT ELECTIONS**

- 2.1 **Effective Date.** Roth Elective Deferrals are permitted under the Plan as of _____, 20___. (Enter a date no earlier than January 1, 2011).
- 2.2 **Unforeseeable Emergency.** A Participant may receive a distribution from their Roth Elective Deferral account in the event of an unforeseeable emergency.

**ARTICLE III
ROTH ELECTIVE DEFERRALS**

- 3.1 Roth Elective Deferrals are permitted. The Plan's definitions and terms shall be amended as follows to allow for Roth Elective Deferrals as of the effective date entered at 2.1. Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals for all Plan purposes. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.
- 3.2 Elective Deferrals. For years beginning after January 1, 2011, the term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.
- 3.3 Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Elective Deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her deferral election. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

- 3.4 Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Elective Deferrals that are includible in the Participant's gross income at the time deferred and has been irrevocably designated as Roth Elective Deferrals by the Participant in his or her deferral election. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed). Roth Elective Deferrals are not considered Employee Contributions for Plan purposes.
- 3.5 Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.
- 3.6 Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Code Section 402(g)), and Excess Annual Additions (Code Section 415). Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.
- 3.7 Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority not reflected in this amendment. Any applicable regulations or other binding authority shall supersede any contrary provisions of this amendment. Total contributions to the Elective Deferral account will not exceed the annual deferral limit plus any applicable catch-up provision.

This amendment has been executed this 29 day of August, 2016

Name of Plan: Wise County

Security Benefit Plan #: 612053

EMPLOYER

Name of Employer: Wise County

By: [Signature]

Date signed: 8-30-16

149

New
 Update

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: X 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, Gumercindo	gomezcc@sheriff.co.wise.tx.us	940.627.5971
SCREENER/POC #4	Lanier, Chad	lanierc@sheriff.co.wise.tx.us	940.627.5971
WEAPON/POC	Caddell, Clint	Caddellc@sheriff.co.wise.tx.us	940.627.5971
AIRCRAFT/POC	XXX	XXX	XXX
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)

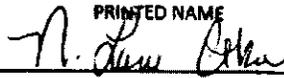
By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY

N. Lane Akin

DATE: 08-17-16

PRINTED NAME



SIGNATURE

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

PRINTED NAME

DATE: _____

SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS

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 (*LEA name*) 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 transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement 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 preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental 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. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

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 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (LEA name) Wise County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (LEA name) Wise County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (LEA name) Wise County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/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) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO 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. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms 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.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures 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.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms 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 small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, 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 property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) 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 DLA Records Schedule. These records include, but are not limited to, the following: 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 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days 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 DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required 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 the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) 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. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. 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 USC 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 USC 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 DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety 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

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Maintenance Agreement

This Agreement is made and entered into on this the 29 day of August, 2016 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and **Wise County**, hereinafter referred to as "Buyer", with it's principal place of business in Decatur, Texas.

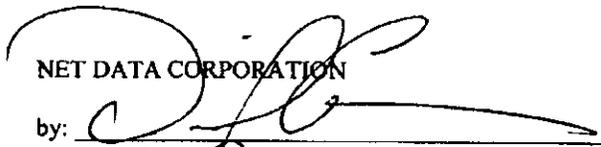
Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2016** through **September 30, 2017** and applies to the following application software Buyer has purchased from Seller.

Jury Selection

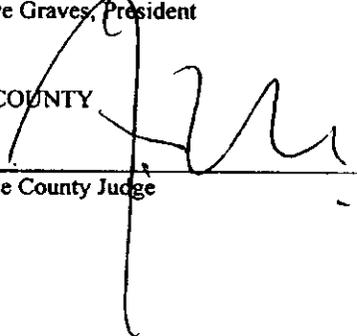
2. During the term of this contract Seller agrees:
 - a) To correct any errors found in the software systems.
 - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
 - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.
4. In consideration of the above mentioned services, Buyer will pay to Seller the sum of \$7,200 by October 15, 2016 other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

by: 

Dave Graves, President

WISE COUNTY

by: 

Wise County Judge

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:
2016-103250

Date Filed:
08/23/2016

Date Acknowledged:

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

NET Data Corporation
Sulphur Springs, 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.

08232016
FY 17 Jury Selection software

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Timko, Lori	Sulphur Springs, TX United States		X
	Graves, Dave	Sulphur Springs, TX United States		X
	Humphries, Tory	Sulphur Springs, TX United States	X	
	Graves, David	Sulphur Springs, TX United States	X	
	Stahl, Scott	Sulphur Springs, TX 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 TO THE ABOVE

Sworn to and subscribed before me, by the said Scott Stahl, this the 25th day of August 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Robin L. Minyard Project Manager
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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Maintenance Agreement

This Agreement is made and entered into on this the 29 day of August, 2016 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and Wise County, hereinafter referred to as "Buyer", with it's principal place of business in Decatur, Texas.

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

1. This agreement shall be in effect from **October 1, 2016 through September 30, 2017** and applies to the following application software Buyer has purchased from Seller.

Tax Collections

2. During the term of this contract Seller agrees:
 - a) To correct any errors found in the software systems.
 - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
 - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.

4. In consideration of the above mentioned services, Buyer will pay to Seller the sum of \$34,975 by October 15, 2016 other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

by: _____

Dave Graves, President

WISE COUNTY

by: _____

Wise County Judge

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:
2016-103254

Date Filed:
08/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NET Data Corporation
Sulphur Springs, 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.
08232016
FY17 Tax Collections software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Timko, Lori	Sulphur Springs, TX United States		X
Graves, Dave	Sulphur Springs, TX United States		X
Stahl, Scott	Sulphur Springs, TX United States	X	
Humphries, Tory	Sulphur Springs, TX United States	X	
Graves, David	Sulphur Springs, TX 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.

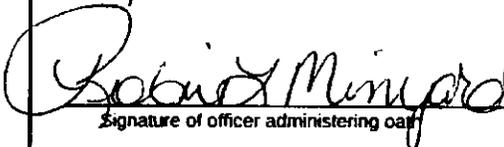


AFFIX NOTARY STAMP HERE
STATE OF TEXAS
EXPIRES ABOVE



Signature of authorized agent of contracting business entity

Sworn to and subscribed to in my presence, by the said Scott Stahl, this the 25th day of August 2016, to certify which, witness my hand and seal of office.

 Robin L. Minyard Project Manager
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

149



North Central Texas Council of Governments

From: Mike Eastland, Executive Director

Date: June 22, 2016

FY17 CASA WX Membership Dues Notice – Collaborative Adaptive Sensing of Atmosphere (CASA WX) Program

With 2017 budget planning underway, we are writing to let you know that your rural County's dues for 2017 to be invoiced in October, will be \$3,000. This region-wide collaborative effort is changing the way our region, including your jurisdiction, schools, citizens and private industry, prepare for and respond to severe weather. Your jurisdiction can be part of this cost share program and gain access to the password protected website to obtain the images and products produced by CASA.

We look forward to your continued participation in the Program and our region's efforts to bring the highest standards in emergency preparedness to our area.

Membership Population Range (Counties)	Annual Dues
Rural	\$3,000
Urban	\$10,000
Special Districts	\$15,000

We look forward to your continued participation in the CASA WX program.
Should you have questions contact Amanda Everly at 817-392-2835 or amanda.everly@fortworthtexas.gov

Membership Population Range (Cities and Towns/Other)	Annual Dues
0-999	\$500
1,000-4,999	\$1,000
5,000-14,999	\$2,000
15,000-29,999	\$3,000
30,000-49,999	\$5,000
50,000-79,999	\$7,500
80,000-119,999	\$10,000
120,000-169,999	\$15,000
170,000-249,999	\$20,000
250,000-399,999	\$25,000
400,000-749,999	\$30,000
750,000-1,000,000 +	\$35,000
Counties	
Rural	\$3,000
Urban	\$10,000
Special Districts	\$15,000

FY17 dues are based on 2016 population estimates posted by the NCTCOG Research and Information Services Department

ME:mmc



North Central Texas Council of Governments

From: Mike Eastland, Executive Director

Date: June 7, 2016

FY17 Membership Dues Notice – Regional Emergency Preparedness Program

With 2017 budget planning underway, we are writing to let you know that your rural County's dues for 2017, to be invoiced in October, will be \$5,000.

Regional collaboration is a crucial element in building strong emergency preparedness capabilities in North Central Texas (NCT). The NCT Emergency Preparedness Program facilitates collaborative regional preparedness efforts through improved efficiency, resource sharing, planning coordination, and other supportive member services. Overall, annual membership program dues increase the scope and effectiveness of regional programs and projects, enhance citizen safety, and help protect critical infrastructure in our region.

We look forward to your continued participation in the Program and our region's efforts to bring the highest standards in emergency preparedness to our area.

Membership Population Range (Counties)	Annual Dues
750,000+	\$12,500
400,000-750,000	\$7,500
Rural Counties	\$5,000

* Each member county receives one permanent seat on the Emergency Preparedness Planning Council.

Should you have questions or wish to familiarize yourself with our Emergency Preparedness projects, meet our staff or discuss your specific jurisdictional needs, please call (817) 695-9138 to schedule an appointment or to speak to our Emergency Preparedness member services representative.

ME:mmc

14g

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

CONTRACT NO. 17-C0085

1. INTRODUCTION

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

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002 and Texas Government Code Section 791.011.

1.3. PURPOSE. County and OAG shall cooperate to:

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

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

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

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

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Child Support Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its members, court order details, and payment history.
Cause Number	A unique case identifier randomly assigned by the District Clerk at the time the original petition is filed.
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Contract	Any contract resulting from this procurement.
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts/Total receipts processed.

Acronym/Term	Definition
Full-Service (FS)	A Child Support Case for which the OAG is providing all IV-D child support services pursuant to: 1) a signed application for services submitted by a CP or NCP; 2) an automatic referral for services pursuant to a county's local rule; or 3) an automatic referral from the Health and Human Services Commission (HHSC) when a CP is certified to receive public assistance.
FVI	Family Violence Indicator
HHSC	Health and Human Services Commission
IV-D (also referred to as Title IV-D)	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq.] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE).
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD (also referred to as OAG)	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as the "Texas Child Support Enforcement System" or TXCSES, T1, or T2.
Registry-Only (RO)	A case for which the IV-D services provided by the OAG are limited to recording and disbursing child support payments.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or other third parties who have forwarded a child support payment to the appropriate child support registry.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. CONTRACT TERM

2.1. The Contract becomes effective on September 1, 2016 and, unless sooner terminated as provided herein, ends on August 31, 2018 (the "initial term"). The Contract shall be automatically renewed for three (3), one (1) year terms with the first one (1) year term beginning on September 1, 2018, unless one (1) party notifies the other in writing of its intention not to renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The parties agree to be bound, for the initial term of the Contract and for any and all renewal terms which the OAG may elect to exercise, by the terms of this Agreement, including the County performance of the within described services at the rates specified herein.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing confidential and/or sensitive information to County in order to perform Contract services, County agrees to assume responsibility for compliance with, and to work closely in cooperation with, OAG to ensure compliance with all applicable state

and federal statutory requirements for confidentiality and information security. See Section 7 INFORMATION PROTECTION PROVISIONS below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Customer Identification (*Attachment A*) prior to responding to an inquiry or updating case and member information.

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

3.1.4. State Case Registry.

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

3.1.4.1.1. enter into the OAG Case Management System the "State Case Registry Complete" data listed in in the "State Case Registry Complete" section below;

3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the "Update Activities" section below, that County has obtained; and

3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

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

3.1.4.3. State Case Registry Complete.

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

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number (SSN) and/or Date of Birth (DOB)
- Family Violence Indicator (FVI) (if applicable)
- Custodial Parent's Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number; and
- Start Date of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

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

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

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

3.1.4.5. Timeframe Requirements.

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

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

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

3.1.4.5.4. County shall forward all misdirected child support payments to the SDU within one (1) business day of receipt and shall notify the Remitter of the correct payment address.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the FVI for Registry-Only Cases in the OAG Case Management System within one (1) business day after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within one (1) business day after it is filed, pursuant to TFC § 85.042(a).

3.1.4.7. New Orders for Existing Full Service Cases.

3.1.4.7.1. OAG and County will develop a mutually agreeable process to ensure that the OAG local field office has copies of new and subsequent orders on existing full service cases.

3.1.5. Local Customer Service.

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

3.1.5.2. Customer Service Activities.

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

- 3.1.5.2.1.1. Payment Inquiry;
- 3.1.5.2.1.2. Payment Research;
- 3.1.5.2.1.3. Employer Payment Related Calls;
- 3.1.5.2.1.4. OAG Payment Related Calls; and
- 3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

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

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

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

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

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

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

3.1.5.3.1.3. Document allowable customer service activities on the OAG Case Management System.

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

3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) business days after receipt.

3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) business days after request.

3.1.5.3.1.7. Provide customers with the OAG's toll free Enterprise Customer Service Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

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

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

3.2.3. The OAG may, with sufficient notice to County, cease processing of any or all of the ICD's listed below.

3.2.3.1. Interface Control Document Files

3.2.3.1.1. ICD012, Full-Service and Registry-Only Collections

3.2.3.1.2. ICD013, Registry-Only Disbursement Data.

3.2.3.1.3. ICD015, Full-Service and Registry-Only Collection Adjustments.

3.2.3.1.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3.1.5. ICD035, Local Customer Service Registry Activities

3.2.3.1.5.1. County may provide the ICD035 ICD to OAG for processing in the OAG Case Management System.

3.2.3.1.5.2. At the request of OAG, County shall provide additional documentation to support the Customer Service Activity claims submitted on the ICD035. Said documentation shall be in the format designated by OAG and shall include the following data elements:

- Customer Service Date
- Customer Service Time
- Cause Number
- OAG Case ID
- Name of caller
- Caller's relationship to the case
- Description of Customer Service Activity

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

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

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

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System or OAG policy and procedures that impact the County's ability to provide Contract Services will be documented through Controlled Correspondence.

3.4. PERFORMANCE REVIEW. County shall allow OAG access to county's case management system, imaging system, and county facilities for the purpose of reviewing and inspecting county processes related to the requirements of this contract.

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

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

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

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

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

3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.

3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.

3.4.4.4. Child Support Orders direct child support payments to the SDU.

3.4.5. OAG will offer assistance with contract, statutory and operational issues.

3.4.6. OAG will provide training during the performance review as needed.

3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING.

3.5.1. Mandatory Training.

3.5.1.1. County shall ensure that, upon notification by OAG, all County staff performing Contract Services comply with mandatory OAG training requirements.

3.5.2. OAG Case Management System.

3.5.2.1. All County staff performing Contract Services must be trained on the OAG Case Management System. Upon request from County, OAG will provide training materials (Reference Guide, CD ROMs, and/or Scenario Guide) on the OAG Case Management System. Training (via phone/webinar or classroom at an OAG regional training center) will be scheduled by OAG Regional Trainers by the end of the quarter following such request. County shall be responsible for any and all travel related costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem. County shall direct training requests to:

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

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. DETERMINATION OF UNSATISFACTORY PERFORMANCE AND CORRECTIVE ACTION.

4.1.1. Failure of County to perform Contract Services shall be considered unsatisfactory performance. Unsatisfactory performance issues shall be communicated to County in writing by the OAG Contract Manager.

4.1.2. County must provide a written response to the OAG Contract Manager within a reasonable timeframe as determined by the OAG.

4.1.3. The OAG Contract Manager will review the County's written response and supporting documentation to make a final determination.

4.1.4. Final determination of performance findings will be documented in controlled correspondence to the County. If the OAG Contract Manager issues a final determination of unsatisfactory performance, County shall provide a corrective action plan.

4.1.4.1. County's corrective action plan must be submitted to the OAG Contract Manager within fifteen (15) business days of the final determination from the OAG of unsatisfactory performance.

4.1.4.2. The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. RIGHT TO WITHHOLD PAYMENTS.

4.2.1. OAG may withhold payment in whole or in part if County fails to:

4.2.1.1. Respond to the OAG's initial correspondence regarding contract service performance issues;

4.2.1.2. Submit a corrective action plan to OAG within the specified time frame; or,

4.2.1.3. Implement the approved corrective action plan within the specified time frame.

4.2.2. If the County's performance does not return to a satisfactory status within four (4) months after implementation of the corrective action plan, OAG may withhold payments in whole or in part.

4.2.3. If the unsatisfactory status persists for a total of six (6) months after implementation of the corrective action plan, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments.

4.2.4. OAG will resume payments to County at such time as OAG finds County has complied with the provisions enumerated in the "Determination of Unsatisfactory Performance and Corrective Action" section above. The first payment after resumption shall include all costs accrued during the period in which payments were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Fourteen Thousand Dollars and No Cents (\$14,000.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. Federal Share.

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

5.2.2. State Case Registry.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is \$12.89.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is \$4.09.

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

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

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$12.89) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.09)] \times \text{Federal Share} = \text{OAG Liability.}$$

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of number of Allowable Customer Service Activities performed on Full Service and Registry-Only Child Support Cases during the calendar month minus the number of Allowable Customer Service Activities performed on Registry-Only Cases during the calendar month multiplied by the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$4.12. For purpose of reference only the Federal Disallowance Percentage for SFY 2015 annualized is 22.31%.

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

$$[((\text{Calendar Month Full Service Inquiries Handled by County Personnel} + \text{Calendar Month Registry-Only Inquiries Handled by County Personnel}) - (\text{Calendar Month Registry-Only Inquiries} \times \text{Federal Disallowance Percentage})) \times \$4.12] \times \text{Federal Share} = \text{OAG Liability.}$$

5.3. REIMBURSEMENT PROCESS.

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

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

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

Jamie Lala, OAG Contract Manager (or successor in office)

Mail Code 062

Office of the Attorney General

PO Box 12017

Austin, TX 78711-2017

Or via facsimile to: (512) 460-6654

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

5.4. LIMITATION OF OAG LIABILITY.

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

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

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

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

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

5.5. AUDIT AND INVESTIGATION.

5.5.1. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. County further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through County and the requirement to cooperate is included in any subcontract it awards.

5.6. FINANCIAL TERMS.

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

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

termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

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

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

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE.

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

6.1.2. Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

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

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one (1) party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

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

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

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

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

With copies to:

Clayton Richter (or successor in office)
Managing Attorney,
Policy, Legal and Program Operations
Transactional Attorneys
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

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

Jamie Lala (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email address: jamie.lala@texasattorneygeneral.gov
Phone: (512) 460-6768

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

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

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

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office Director or Local Registry's office manager as County Contract Manager.

6.3.2.1. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

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

6.4. SUBCONTRACTING.

6.4.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

6.5. NO ASSIGNMENT BY COUNTY.

6.5.1. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE, OR ABUSE.

6.6.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one (1) of the following listed entities:

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

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

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

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

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG.

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

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

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

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

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

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

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

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

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

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

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

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

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions.

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

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

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

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

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

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

7.1.2.1.7. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.8. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.3, PHYSICAL AND SYSTEM SECURITY, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

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

7.1.2.3. Third Parties.

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

7.1.3. Termination for Non-Compliance.

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

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications.

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

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

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

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

7.2.2. Use of OAG Data.

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

7.2.2.2. County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that County shall give OAG, and shall cause County's Agents to give OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with OAG if OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

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

7.2.3. Statutory, Regulatory and Policy Compliance.

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract.

7.2.4. Data Retention and Destruction.

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

- (i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- (ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;

- (iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and
- (iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (*Attachment C*).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall, in accordance with the detailed retention schedule agreed to by County and OAG under Section 7.2.4 above, either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

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

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

7.2.5. Requests to County for Confidential or Public Information.

7.2.5.1. County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. County is not authorized to respond to public information requests on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this contract. County shall forward any information requests to:

Office of the Attorney General, Public Information Coordinator
Fax (512) 494-8017
Email address: Publicrecords@texasattorneygeneral.gov

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

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

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

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

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

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

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

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days of the request.

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

7.3.2. Physical Security.

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

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

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

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4.

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

7.3.3. Logical/Information System Protections.

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

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

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

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

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

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

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

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

7.4. ENCRYPTION.

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

7.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure.

7.5. SECURITY AUDIT.

7.5.1. Right to Audit, Investigate and Inspect.

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

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

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

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

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

7.6. SECURITY INCIDENTS.

7.6.1. Response to Security Incidents.

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

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

7.6.2. Notice.

7.6.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken.

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

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

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

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

7.6.3. Final Report.

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

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

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

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

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

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

7.6.4. Independent Right to Investigate.

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

7.7. REMEDIAL ACTION.

7.7.1. Remedies Not Exclusive and Injunctive Relief.

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

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

7.7.2. Notice and Compensation to Third Parties.

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

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

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

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

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

7.8. COMMENCEMENT OF LEGAL ACTION.

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

8. AMENDMENT

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

9. TERMINATION OF THE CONTRACT

9.1. CONVENIENCE OF THE STATE OF TEXAS.

9.1.1. OAG reserves the right to terminate the contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if OAG determines that such termination is in its best interest. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination. The OAG shall have no other liability including no liability for any costs associated with the termination.

9.2. TERMINATION FOR DEFAULT/CAUSE.

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

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

9.3. CHANGE IN FEDERAL OR STATE REQUIREMENTS.

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

9.4. RIGHTS UPON TERMINATION.

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

9.5. SURVIVAL OF TERMS.

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

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

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

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

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

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of five (5) years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

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

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

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

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. This Contract shall not render County an employee, officer, or agent of the OAG for any purpose. County is and shall remain an independent contractor in relationship to the OAG. The OAG shall not be responsible for withholding taxes from payments made under this Contract. County shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

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

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

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

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

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

10.2.4. News Releases or Pronouncements. The OAG does not endorse any Contractor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

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

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

10.5. BACKGROUND REVIEWS.

10.5.1. By entering into this contract, County acknowledges that the OAG will perform background reviews, to include criminal history record information, of all County Agents before allowing a County Agent to provide contract services. Prior to allowing a county agent to provide contract services, County shall provide the OAG with a completed "New County User Access form" (See *Attachment G*) which includes:

- the County Agent's name (including any other names used);
- day time phone number;
- responsibilities under the contract;
- date of birth;
- driver license number; and
- social security number.

10.5.2. County shall provide the "Request for New County User" form via email to: CSD-CountyAccess@texasattorneygeneral.gov.

10.5.3. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives.

10.5.4. A County Agent who is a registered sex offender or has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud may NOT perform contract services.

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

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

10.5.7. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one (1) business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than thirty (30) calendar days after the date of the arrest. Within one (1) business day after receipt, County in turn shall provide OAG with a copy of such offense report.

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

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

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

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

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

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

10.12. ATTACHMENTS.

- 10.12.1. Attachment A: OAG Procedures for Customer Identification
- 10.12.2. Attachment B: Record of Support, Form 1828
- 10.12.3. Attachment C: Certificate of Destruction for Counties and Vendors
- 10.12.4. Attachment D: County's Incident Response Plan
- 10.12.5. Attachment E: Security Incident Report
- 10.12.6. Attachment F: Certification Regarding Lobbying
- 10.12.7. Attachment G: New County User Access form

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

WISE COUNTY

Mara Flanagan Friesen
Deputy Attorney General for Child Support
(IV-D Director)

The Honorable J.D. Clark
County Judge, Wise County

Signed Date

Signed Date

**OAG Procedures
For
Customer Identification**

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

Identifying Walk-In or Caller

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

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

Unidentifiable Walk-In or Caller

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

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

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

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

Provide a scanned copy of the information to be updated:

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



Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Record of Support

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

Order Information
County Name: Court Number: Cause Number:
Attorney General Case Number: Date of Hearing: Order Sign Date:
Order Type: [] New Order [] Modified Order
Payment Location: [] SDU [] County [] Other
Obligee/Custodial Parent Information
[] Family Violence Protection (FV) (Check if individual below is a victim of family violence)
Name: Date of Birth: Social Security Number:
Address: City: State: Zip:
Sex: [] Male [] Female Driver's License Number:
Home Phone: Work Phone: Cell Phone: Relationship to Child(ren):
Employer Name:
Address: City: State: Zip:
Obligor/Non-Custodial Parent Information
[] Family Violence Protection (FV) (Check if individual below is a victim of family violence)
Name: Date of Birth: Social Security Number:
Address: City: State: Zip:
Sex: [] Male [] Female Driver's License Number:
Home Phone: Work Phone: Cell Phone: Relationship to Child(ren):
Employer Name:
Address: City: State: Zip:



Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Dependent Information			
<input type="checkbox"/> Family Violence Protection (FV) <i>(Check if dependent below is a victim of family violence)</i>			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) <i>(Check if dependent below is a victim of family violence)</i>			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) <i>(Check if dependent below is a victim of family violence)</i>			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) <i>(Check if dependent below is a victim of family violence)</i>			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<i>Attach additional forms if there are more children for this cause</i>			

Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: _____ Phone: _____ Date: _____

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

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_A1th-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type		Media Title / Document Name	
HARD COPY	ELECTRONIC		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization	CLEAR	Who Completed?	Who Verified?
	PURGE	Phone	Phone
	DESTROY	DATE Completed	

Sanitization Method and/or Product Used →

Final Disposition of Media	Reused Internally	Destruction / Disposal
	Reused Externally	Returned to Manufacturer
	Other:	

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:	Type of storage media?
	Physical location?
	Planned destruction date?

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

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

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

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

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

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

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

There are two primary types of media in common use:

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

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

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

FAX to: 512-460-6070

or send as an email attachment to:

Arthur.Cantrell@texasattorneygeneral.gov

Final Distribution of Certificate	Original to:	Arthur Cantrell, Information Security Officer 512-460-6061
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

Wise County Incident Response Plan

Adopted Date: _____

Overview

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

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

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

Incident Response Team

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

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
<p>Chief Information Security Officer (CISO)</p>	<p>Immediately report incident directly to OAG CISO and OAG Contract Manager Determine nature and scope of the incident Contact members of the Incident Response Team Determine which Team members play an active role in the investigation Escalate to executive management as appropriate Contact other departments as appropriate Monitor and report progress of investigation to OAG CISO Ensure evidence gathering and preservation is appropriate Prepare and provide a written summary of the incident and corrective action taken to OAG CISO</p>
<p>Information Technology Operations Center</p>	<p>Central point of contact for all computer incidents Notify CISO to activate Incident Response Team</p>
<p>Information Privacy Office</p>	<p>Document the types of personal information that may have been breached Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information Assist in developing appropriate communication to impacted parties Assess the need to change privacy policies, procedures and/or practices as a result of the breach</p>
<p>Network Architecture</p>	<p>Analyze network traffic for signs of external attack Run tracing tool and event loggers Look for signs of firewall breach Contact external internet service provider for assistance as appropriate Take necessary action to block traffic from suspected intruder Prepare Incident Containment Report, as appropriate, and forward to County CISO</p>
<p>Operating Systems Architecture</p>	<p>Ensure all service packs and patches are current on mission-critical computers Ensure backups are in place for all critical systems Examine system logs of critical systems for unusual activity Prepare Incident Containment Report, as appropriate, and forward to County CISO</p>
<p>Business Applications</p>	<p>Monitor business applications and services for signs of attack Review audit logs of mission-critical servers for signs of suspicious activity Contact the Information Technology Operations Center with any information relating to a suspected breach Collect pertinent information regarding the incident at the request of the CISO</p>
<p>Internal Auditing</p>	<p>Review systems to ensure compliance with information security policy and controls Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches Report any system control gaps to management for corrective action Prepare Incident Eradication Report and forward to County CISO</p>

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Information Security Officer	Arthur Cantrell	512-460-6061	arthur.cantrell@texasattorneygeneral.gov
OAG Contract Manager	Jamie Lala	512-460-6768	jamie.lala@texasattorneygeneral.gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	Steven Melton	(940) 389-5645	sysadmin@co.wise.tx.us
County Contract Manager	Thomas A.A. Berg	(940) 398-1507	thomasaa.berg@co.wise.tx.us
Information Technology Operations Center	Steven Melton	(940) 389-5645	sysadmin@co.wise.tx.us
Information Privacy Office	Brenda RWWC	(940) 627-5535	DistrictClerk@co.wise.tx.us
Network Architecture	Steven Melton	(940) 389-5645	sysadmin@co.wise.tx.us
Operating Systems Architecture	Steven Melton	(940) 389-5645	sysadmin@co.wise.tx.us
Business Applications	Steven Melton	(940) 389-5645	sysadmin@co.wise.tx.us
Internal Auditing	Steven Melton	(940) 389-5645	sysadmin@co.wise.tx.us



CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

To immediately report an incident please contact:

Arthur Cantrell
OAG-CS Information Security Officer
Arthur.Cantrell@texasattorneygeneral.gov
Office (512) 460-6061
Fax (512) 460-6850

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

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

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



CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

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

3. Scope of Incident (Check one)	
<input type="checkbox"/> Critical (e.g., affects public safety or Federal/State/Individual confidential or private information)	
<input type="checkbox"/> High (e.g., affects Contractor's entire network or critical business or mission systems)	
<input type="checkbox"/> Medium (e.g., affects Contractor's network infrastructure, servers, or admin accounts)	
<input type="checkbox"/> Low (e.g., affects Contractor's workstations or standard user accounts only)	
<input type="checkbox"/> Unknown/Other (Please describe below)	
Estimated number of systems affected: (e.g., workstations, servers, mainframes, applications, switches, routers)	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: (e.g., vendors, contractors, partners)	
Additional scope information:	

4. Impact of Incident (Check all that apply)	
<input type="checkbox"/> Loss of access to services	<input type="checkbox"/> Propagation to other networks
<input type="checkbox"/> Loss of productivity	<input type="checkbox"/> Unauthorized disclosure of data/information
<input type="checkbox"/> Loss of revenue	<input type="checkbox"/> Unauthorized modification of data/information
<input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Unknown/Other (Please describe below)
Estimated total cost incurred: (e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)	



CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information (Check all that apply)

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

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

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

6. Users and/or Customers Affected by Incident (Provide as much detail as possible)

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

Additional User and/or Customer details:

7. Systems Affected by Incident (Provide as much detail as possible)

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



CHIEF SUPPORT DIVISION

ATTACHMENT E
SECURITY INCIDENT REPORT
For Contractors or Vendors

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

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

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



CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Detailed incident timeline:

Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned (Provide any other relevant information)

11. List of Attachments (Include the name and date of each attachment)

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

Arthur Cantrell

OAG-CS Information Security Officer

Mail Code 033-1

5500 E. Oltorf : P.O. Box 12017

Austin, TX 78741 : Austin, TX 78711-2017

Office (512) 460-6061

Fax (512) 460-6850

Arthur.Cantrell@texasattorneygeneral.gov

***PLEASE NOTE:**

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)



CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@texasattorneygeneral.gov before access can be granted.

Employee Name:

Lori Janean Kerr

Other Names (i.e. maiden, etc.)

Mosier, Morman

County:

Wise

Daytime Phone Number:

(940) 627-5535

Responsibilities under the contract:

payment history print-out

Date of Birth:

7/14/61

Driver's License Number:

08851568

Social Security Number:

400-37-9856

Blanca Ruano
Supervisor's Signature

Date

8/23/16

District Clerk, Wise County
Title



CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@texasattorneygeneral.gov before access can be granted.

Employee Name: _____

Other Names (i.e. maiden, etc.) _____

County: _____

Daytime Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____

Social Security Number: _____

Supervisor's Signature

Date

Title

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OBERMEYER Biomedical

Obermeyer Biomedical™ Service Agreement · 1 Year

Account Name: Wise County EMS
Address: 1101 Ross Ave
City, State, Zip: Decatur, TX 76234
Start Date: 10/01/2016
Expiration Date: 9/31/2017

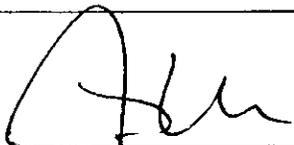
This Obermeyer Biomedical Agreement Includes:

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

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

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


Contract Administrator


Customer Signature

8-29-16
Date Accepted

25 AUG 2016
Date Offered

none
Purchase Order Number

Rep: Bryan Obermeyer

Unit	Serial #	Inspection Price	Start Date	End Date
AED	14089830	\$85.00	10/1/2016	9/31/2017
AED	14089831	\$85.00	10/1/2016	9/31/2017
AED	14089832	\$85.00	10/1/2016	9/31/2017
AED	34057976	\$85.00	10/1/2016	9/31/2017
AED	34057977	\$85.00	10/1/2016	9/31/2017
AED	37353432	\$85.00	10/1/2016	9/31/2017
AED	37353433	\$85.00	10/1/2016	9/31/2017
AED	37353434	\$85.00	10/1/2016	9/31/2017
AED	37353435	\$85.00	10/1/2016	9/31/2017
AED	37353436	\$85.00	10/1/2016	9/31/2017
AED	37353437	\$85.00	10/1/2016	9/31/2017
AED	37353438	\$85.00	10/1/2016	9/31/2017
AED	37353439	\$85.00	10/1/2016	9/31/2017
AED	37353440	\$85.00	10/1/2016	9/31/2017
AED	37353441	\$85.00	10/1/2016	9/31/2017
AED	37353442	\$85.00	10/1/2016	9/31/2017
AED	37353443	\$85.00	10/1/2016	9/31/2017
AED	37353444	\$85.00	10/1/2016	9/31/2017
AED	37353445	\$85.00	10/1/2016	9/31/2017
AED	37353446	\$85.00	10/1/2016	9/31/2017
AED	37353447	\$85.00	10/1/2016	9/31/2017
AED	37353448	\$85.00	10/1/2016	9/31/2017
AED	38323082	\$85.00	10/1/2016	9/31/2017
AED	38323083	\$85.00	10/1/2016	9/31/2017
AED	38323084	\$85.00	10/1/2016	9/31/2017
AED	38323085	\$85.00	10/1/2016	9/31/2017
AED	38323086	\$85.00	10/1/2016	9/31/2017
AED	38323087	\$85.00	10/1/2016	9/31/2017
AED	38323088	\$85.00	10/1/2016	9/31/2017
AED	38323089	\$85.00	10/1/2016	9/31/2017
AED	38323090	\$85.00	10/1/2016	9/31/2017
AED	38323091	\$85.00	10/1/2016	9/31/2017
AED	38323092	\$85.00	10/1/2016	9/31/2017
AED	38323093	\$85.00	10/1/2016	9/31/2017
AED	38323094	\$85.00	10/1/2016	9/31/2017
AED	38323095	\$85.00	10/1/2016	9/31/2017
AED	38323096	\$85.00	10/1/2016	9/31/2017
AED	38323097	\$85.00	10/1/2016	9/31/2017
AED	38323098	\$85.00	10/1/2016	9/31/2017
AED	38323099	\$85.00	10/1/2016	9/31/2017
AED	38227196	\$85.00	10/1/2016	9/31/2017
AED	38227197	\$85.00	10/1/2016	9/31/2017
AED	38515769	\$85.00	10/1/2016	9/31/2017
AED	38515770	\$85.00	10/1/2016	9/31/2017

AED	38515771	\$85.00	10/1/2016	9/31/2017
AED	38515772	\$85.00	10/1/2016	9/31/2017
AED	38515773	\$85.00	10/1/2016	9/31/2017
AED	38515774	\$85.00	10/1/2016	9/31/2017
AED	38515775	\$85.00	10/1/2016	9/31/2017
AED	38515776	\$85.00	10/1/2016	9/31/2017
AED	38515777	\$85.00	10/1/2016	9/31/2017
AED	38515778	\$85.00	10/1/2016	9/31/2017
AED	38515779	\$85.00	10/1/2016	9/31/2017
AED	38515780	\$85.00	10/1/2016	9/31/2017
AED	38515781	\$85.00	10/1/2016	9/31/2017
AED	38515782	\$85.00	10/1/2016	9/31/2017
AED	38515783	\$85.00	10/1/2016	9/31/2017
AED	38515784	\$85.00	10/1/2016	9/31/2017
AED	38515785	\$85.00	10/1/2016	9/31/2017
AED	38515786	\$85.00	10/1/2016	9/31/2017
AED	38515787	\$85.00	10/1/2016	9/31/2017
AED	38515788	\$85.00	10/1/2016	9/31/2017
AED	38515789	\$85.00	10/1/2016	9/31/2017
AED	38515790	\$85.00	10/1/2016	9/31/2017
AED	38515791	\$85.00	10/1/2016	9/31/2017
AED	38515792	\$85.00	10/1/2016	9/31/2017
AED	38515793	\$85.00	10/1/2016	9/31/2017
AED	38515794	\$85.00	10/1/2016	9/31/2017
AED	38515795	\$85.00	10/1/2016	9/31/2017
AED	38515796	\$85.00	10/1/2016	9/31/2017
AED	38515797	\$85.00	10/1/2016	9/31/2017
Total		\$6,035.00		



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

OBERMEYER BIOMEDICAL

AED PERFORMANCE INSPECTION SERVICES

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

AED PERFORMANCE INSPECTION DOCUMENTATION

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

ELECTRODE REPLACEMENT

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

BATTERY RECYCLING

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

ACCEPTANCE-LENGTH OF AGREEMENT

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

SERVICE INVOICING

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

TERMINATION

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

ACCEPTANCE-LENGTH OF AGREEMENT

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

PERFORMANCE EXCLUSIONS

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

SEVERABILITY OF PROVISIONS

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

GOVERNING LAW

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

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.
 Obermeyer Biomedical
 Bedford, TX United States

Certificate Number:
 2016-104597

Date Filed:
 08/25/2016

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

Date Acknowledged:

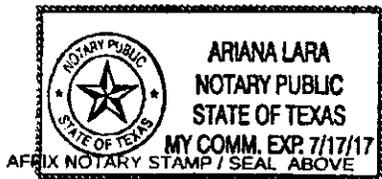
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 3024
 AED Service

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.



Bryan Obermeyer
 Signature of authorized agent of contracting business entity

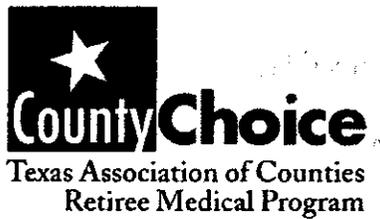
Sworn to and subscribed before me, by the said Bryan E Obermeyer this the 25 day of August 2016 to certify which, witness my hand and seal of office.

Ariana Lara
 Signature of Officer administering oath

Ariana Lara
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath

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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 15th through December 7th 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:

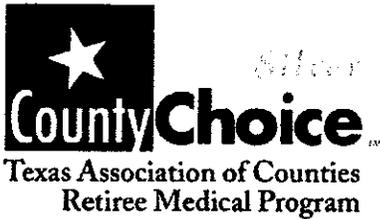
By Retiree \$ _____

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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COOPERATIVE AGREEMENT

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

I. Contracting Parties:

This Agreement is made and entered into by and between the *Texas State Soil and Water Conservation Board*, hereinafter referred to as "RECEIVING AGENCY" whose principal place of business is located at 1497 Country View Lane, Temple, Texas 76501 and Wise County, hereinafter referred to as "PERFORMING AGENCY" whose principal place of business is located at P. O. Box 393 Decatur, TX 76234, with reference to the following facts:

II. Scope of Work:

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

Table 1.

National Inventory of Dams Identification Number	Flood Control Dam Common Name	Structural Repair Activity to be Performed
TX01524	Denton Creek Watershed Site 16	PERFORMING AGENCY costs for construction repair related to the listed dam(s) according to USDA-NRCS approved plans and specifications.
TX01509	Denton Creek Watershed Site 23A	
TX01510	Denton Creek Watershed Site 23B	
TX01473	Denton Creek Watershed Site 26	

- b. The PERFORMING AGENCY agrees to complete the structural repair activities listed in Table 1 in accordance with all applicable local, state, and federal laws and rules, including Texas Administrative Code, Title 31, Chapter 529.
- c. The PERFORMING AGENCY agrees to perform all activities within Table 1 in accordance with the "Consideration/Price" specified in Section IV of this cooperative agreement.

- d. The PERFORMING AGENCY agrees to perform all activities within Table 1 in accordance with engineering plans and design specifications provided to the PERFORMING AGENCY by the USDA NRCS. All deviations from the engineering design specifications require approval by the USDA NRCS prior to initiating work.
- e. Upon completion of structural repair activities specified in Table 1, unexpended funds obligated within this cooperative agreement may be used by the PERFORMING AGENCY to conduct operation and maintenance activities as defined by Texas Administrative Code, Title 31, Part 17, Chapter 529. Utilizing unexpended funds from this cooperative agreement for operation and maintenance activities requires prior approval of the RECEIVING AGENCY.

III. Deliverables:

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

IV. Consideration/Price:

- a. The RECEIVING AGENCY shall provide the PERFORMING AGENCY reimbursement for approved work at the rates set herein for labor, material, and/or completion of work. Invoices will be reimbursed at a **rate of .2375% of eligible cost, not to exceed a maximum agreement amount of \$321,992.00**. Eligible cost includes construction activities. The PERFORMING AGENCY shall successfully complete the services specified in Section II "Scope of Work" in accordance with contract requirements and within the ceiling price and budget as specified.
- b. Project Budget.
 - i. Not more than \$321,992.00 may be expended for construction activities without prior approval by the RECEIVING AGENCY.
- c. The PERFORMING AGENCY's payment requests must comply with the RECEIVING AGENCY's invoice processing procedures. A quarterly invoice and progress report must be completed for the end of each state fiscal quarter – November, February, May, and August – and submitted within 30 days after the end of each quarter. Payment may be withheld by RECEIVING AGENCY until invoice and progress reports are approved.

- d. The RECEIVING AGENCY may reject requests for payment which fail to demonstrate that costs are allowable and eligible for reimbursement or which fail to conform to the conditions in this Agreement. The PERFORMING AGENCY'S costs that are incurred before the beginning date of this agreement are not eligible for reimbursement.

V. Term of Contract:

This contract begins upon execution by both parties and ends July 31, 2018. Final bill is due August 1, 2018. Contract may be extended, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

VI. Other Administrative Terms:

- a. This contract is subject to cancellation, without penalty, either whole or in part, if funds are not appropriated by the Texas Legislature.
- b. Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If the performing agency receives a request for open records relating to the project, the performing agency will immediately provide a copy of that request to the receiving agency.
- c. The PERFORMING AGENCY hereby assigns to RECEIVING AGENCY, any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01, et. seq. to the extent of RECEIVING AGENCY's reimbursement provided in accordance with Section IV, *supra*.
- d. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the RECEIVING AGENCY and the PERFORMING AGENCY to resolve all disputes arising under this contract.
- e. The PERFORMING AGENCY will, to the extent allowed by the laws and Constitution of the State of Texas, indemnify, defend and hold harmless the RECEIVING AGENCY against any action or claim brought against the RECEIVING AGENCY that is based on a claim

that software used by PERFORMING AGENCY to complete the work listed in Section IV, *supra* infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. PERFORMING AGENCY will pay any damages attributable to such claim that are awarded against the RECEIVING AGENCY in a judgment or settlement. If RECEIVING AGENCY's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of RECEIVING AGENCY, PERFORMING AGENCY shall, at its sole expense (1) procure for RECEIVING AGENCY the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

- f. The PERFORMING AGENCY possesses or will acquire all land rights, easements, licenses, or right-of-ways as will be needed in connection with accomplishing the work outlined in the "Scope of Work".

- g. PERFORMING AGENCY shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, PERFORMING AGENCY shall furnish RECEIVING AGENCY with satisfactory proof of its compliance. The PERFORMING AGENCY shall be responsible for damage to RECEIVING AGENCY's equipment, and/or the workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. To the extent required by law, and without waiving any governmental immunity available to THE PERFORMING PARTY, the PERFORMING AGENCY shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for RECEIVING AGENCY under this Contract. The PERFORMING AGENCY shall provide all labor and equipment necessary to furnish the goods or perform the service. All employees shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of employees and contractors will be allowed on work site unless they are bona fide employees or contractors of the PERFORMING AGENCY under this Contract. PERFORMING AGENCY's liability under this section shall be limited to that authorized by the laws and Constitution of the State of Texas.

- h. The PERFORMING AGENCY shall not assign or subcontract the whole or any part of the contract without RECEIVING AGENCY's prior written consent. The PERFORMING AGENCY may assign its right to receive payment to such third parties as the contractor may desire without the prior written consent of the RECEIVING AGENCY, provided that PERFORMING AGENCY gives written notice (including evidence of such assignment) to the state thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
- i. To the extent allowed by the laws and Constitution of the State of Texas, the PERFORMING AGENCY shall defend, indemnify, and hold harmless the RECEIVING AGENCY, its officers, and employees and contractors from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of PERFORMING AGENCY or any agent, employee, subcontractor, or supplier of PERFORMING AGENCY in the execution or performance of this contract.
- j. PERFORMING AGENCY shall procure and maintain at its expense during the term of the contract or any extensions thereof, workers compensation and liability insurance as appropriate.
- k. If the PERFORMING AGENCY defaults on the contract, RECEIVING AGENCY reserves the right to cancel the contract without notice and re-award the contract to the next best responsive and responsible respondent. The defaulting PERFORMING AGENCY will not be considered in the re-award and may not be considered in future awards for the same type of work, unless the specification or scope of work is significantly changed. The period of suspension will be determined by the RECEIVING AGENCY based on the seriousness of the default.
- l. PERFORMING AGENCY understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, agency name or any successor agency, to conduct an audit or investigation in connection with those funds. PERFORMING AGENCY further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. PERFORMING AGENCY shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING AGENCY and the requirement to cooperate is included in any subcontract it awards.

- m. RECEIVING AGENCY may grant relief from performance of the contract if the PERFORMING AGENCY is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the PERFORMING AGENCY. The burden of proof for the need of such relief shall rest upon the PERFORMING AGENCY. To obtain release based on force majeure, the PERFORMING AGENCY shall file a written request with RECEIVING AGENCY.

- n. Except as required by the Texas Public Information Act, other applicable state or federal law, or an order of a court of competent jurisdiction, PERFORMING AGENCY will not disclose any information to which it is privy under this Contract without the prior consent of the RECEIVING AGENCY. PERFORMING AGENCY will indemnify and hold harmless the RECEIVING AGENCY, its officers and employees for any claims or damages that arise from the disclosure by PERFORMING AGENCY or its contractors of information held by the State of Texas.

- o. Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the RECEIVING AGENCY by the PERFORMING AGENCY upon completion, termination, or cancellation of this contract, with the exception of one (1) copy of all work product described above, which may be retained by PERFORMING AGENCY for its records and for compliance with state and federal requirements and its own records retention policy. RECEIVING AGENCY may, at its own expense, keep copies of all its writings for its personal files. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works; however PERFORMING AGENCY may copy the work product described above as needed to comply with public information law or to maintain the documents in accordance with its records retention policy. All deliverables, publications, dissemination, and information required as performance of the agreement will require review and approval of RECEIVING AGENCY. Publications outside of the agreement but based on work done through the agreement would be subject to the sixty (60) day review for confidential information.

- p. This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
- q. RECEIVING AGENCY reserves the right to terminate the contract at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the PERFORMING AGENCY shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. RECEIVING AGENCY name shall be liable for payments limited only to the portion of work authorized by RECEIVING AGENCY in writing and completed prior to the effective date of cancellation, provided that RECEIVING AGENCY shall not be liable for any work performed that is not acceptable to RECEIVING AGENCY and/or does not meet contract requirements. All work products produced by the PERFORMING AGENCY and paid for by RECEIVING AGENCY shall become the property of RECEIVING AGENCY and shall be tendered upon request, but it is expressly agreed that "work product" excludes all physical work done on the flood control dam itself, and no ownership interest in any real property owned by PERFORMING AGENCY shall be created pursuant to this Agreement.
- r. Substitutions are not permitted without the written approval of RECEIVING AGENCY.
- s. PERFORMING AGENCY represents and warrants that, to the extent permitted by applicable competitive bidding laws and without waiving its discretion to utilize public funds in the most efficient way possible, it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- t. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of RECEIVING AGENCY.
- u. The PERFORMING AGENCY expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain

statutory requirements relating to accessibility by persons with visual impairments.

- v. Neither RECEIVING AGENCY nor PERFORMING AGENCY may be liable to the other for any delay in, or failure of performance caused by force majeure. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as defense.
- w. PERFORMING AGENCY must comply will all laws, regulations, requirements, and guidelines that currently exist and as they are amended throughout the term of this agreement. The RECEIVING AGENCY reserves the right, in its sole discretion, to unilaterally amend this agreement throughout its term only to incorporate any modification necessary for the RECEIVING AGENCY's or PERFORMING AGENCY's compliance with all applicable State and Federal laws and regulations.
- x. PERFORMING AGENCY represents and warrants that neither the PERFORMING AGENCY nor any person or entity that will participate financially in this agreement has received compensation from the RECEIVING AGENCY for participation in preparation of specifications for this agreement. The PERFORMING AGENCY represents and warrants that it has not given, offered to give, and does not intend to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this agreement.
- y. The RECEIVING AGENCY, or designated agents, may review and inspect products and services purchased through this agreement to ensure compliance with specifications. The RECEIVING AGENCY, or designated agents, may also review and inspect products and services before they are purchased under this agreement.

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

RECEIVING AGENCY

PERFORMING AGENCY

**Texas State Soil and Water
Conservation Board**

Wise County

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

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WATGUA



WatchGuard Video
PO Box 678196, Dallas, TX 75267-8196
PH 800-606-6734 FX 214-383-6703

INVOICE

4BOINV0001317
6/28/2016
1

EIN: 11-3717781

Bill To:

Wise County Sheriff's Office
Attn: Accounts Payable
P O Box 899
Decatur TX 76234

WALK TO COURT
AUG 15 2016

Ship To:

Wise County Sheriff's Office
Attn: Heinrich Downes
200 Rook Ramsey Dr.
Decatur TX 76234

DOWNES	WISE COUNTY	Don't	UPS GROUND	Net 30	7/28/2016	480ORD001415	
1	1	0	SVC-ELB-RMT-UPG	Evidence Library Software Upgrade with Software Maintenance (WG-TS) & Doc.	\$0.00	\$1,500.00	\$1,500.00
<p>ENTERED AUG 15 2016</p>				<p>12-5-509-361</p> <p>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.</p> <p>Signature/Date: <i>Steve North 8-9-16</i></p>			
				<p>Approved by Commissioner's Court Date _____</p>			

\$1,500.00
\$0.00
\$0.00
\$0.00
\$1,500.00



We provide a first year standard Hardware Warranty
with each VISTA camera purchased.

VISTA Standard Hardware Warranty

- Complete Hardware Protection – Factory Repair (not on-site)
- Covers Hardware & Components (*excluding cables, mounting devices or damages*)
- Allows Any User Immediate Access to Service & Repairs
- Advanced Replacement Program – Ships Within 24 Hours
- Unlimited Phone Support
- Free Remote Technical Support – VPN Access Required
- Component Batteries Included
- UPS Shipping & Return Labels Included

**Unlimited, No-Fault Warranty / Evidence Library Software
Maintenance "Bundle" for VISTA HD Body Camera**

"Body-worn cameras live in a harsh environment. We designed VISTA with robust, military-grade and industrial-rated materials to withstand the daily beating that a camera takes during an officer's shift. Our no-fault warranty covers the extreme circumstances an officer may encounter in the line of duty."

"A motorcycle officer was rear-ended and skidded chest first across the highway. Thankfully the officer survived, as did the video, but the camera was damaged. With WatchGuard's no-fault warranty, the replacement was covered and shipped out same-day."

To extend coverage beyond the limited standard hardware warranty, we are offering "No Fault" extended Warranty on your new VISTA body cameras. If you choose to place the order for the bundle before the first year standard warranty has expired, then you would have the "no fault" coverage from the day you authorize it through the end of the 3rd year

- *This Warranty goes beyond the factory one year warranty, giving protection on anything that can potentially happen to your unit such as, neglect or abuse, accidents, scratched screens, broken or damaged mounting hardware, cables, water damage, etc.*
- In fact, *no matter what happens*, as long as you can send the unit (or pieces) in, we will replace it; *no questions asked!*
- Unlimited Replacements

Hardware Warranty & Evidence Library Software Maintenance*
Bundled and discounted for units connected to Evidence Library full version:

Pricing: 580.00 per VISTA for coverage through the end of year 3

This is only being offered before the first-year expires
(all current or future VISTA units must be covered)

4RE HARDWARE WARRANTY / EVIDENCE LIBRARY SOFTWARE MAINTENANCE

Budgeting Guide

We provide a one-year Hardware Warranty with each 4RE In-Car-Video system at no charge. Like most Hardware and Software Products, we offer extended Warranties / Maintenance for additional years. Hardware Warranty and Software Maintenance are separate entities. 2nd- 5th Year "Bundle" available

See rates *per unit / per year* on the reverse side of this document to use as a guide for budget planning.

Please let us know if you have any questions, requests or need a synopsis / quote or invoice.

Parts, Labor, Shipping, downtime & other related expenditure can be costly; a whole lot more expensive than the cost of Warranty & Maintenance!

4RE Hardware Warranty

- Complete 4RE Hardware Warranty – Factory Repair (not on-site)
- Covers In-Car Wireless Hardware and Components
- Allows Any User Immediate Access to Service & Repairs
- Advanced Replacement Program – Ships Within 24 Hours*
- Unlimited Phone Support
- Free Remote Technical Support – VPN Access Required
- Component Batteries Included
- Covers Building Related Wi-Fi Access Points (if purchased from WG)
- UPS Shipping / Return Labels Included

Without Warranty; all parts, labor, shipping and other charges will be billed on a case-by-case basis

*Only units with an active Warranty will have replacement parts, repair parts or an Advanced Replacement Unit Shipped within 24 Hours, when needed
Otherwise, without Warranty Protection the Normal Repair Time backlog is 3-5 Weeks

Evidence Library Software Maintenance

- Complete EL Software & Firmware Maintenance
- Includes All New Upgrades to Evidence Library (Major Upgrade coming)**
- Firmware Updates to the DVR are pushed out from the Server (New Features and Benefits are constantly being released)
- Evidence Library Server Updates
- Evidence Library Transfer Client Updates
- Access to EL4 Cloud Share, Utilizing a CJIS Compliant Data Center

**Without Software Maintenance; all Software Upgrades / Firmware Updates and other charges would be billed on a case-by-case basis*

Software Maintenance covers not only the Evidence Library software but also the firmware on the 4RE DVR / VISTA units. Software Maintenance is billed and charged annually on a per unit basis (regardless if they are 4RE or VISTA body cameras) in service making use of Evidence Library. All units must be covered in order to receive Evidence Library software / 4RE and VISTA firmware upgrades with no additional costs incurred.

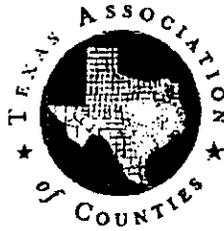
14g

FULLY EXECUTED

August 29, 2016

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

- 1. Texas Association of Counties Health Insurance Pool Interlocal updated to reflect Retiree Pool**



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 mariac@county.org. We look forward to working with you.

Sincerely,

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

Deductibles

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

In-Network Benefits

Out-of-Network Benefits

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.

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

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

Maximum Lifetime Benefits

Per Participant

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

Penalty for failure to preauthorize services

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

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

\$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

Yes

Yes

\$40 Copayment Amount

N/A-Refer to Medical/Surgical Expense section for benefits

\$50 Copayment Amount

70% of Allowable Amount after Plan Year Deductible

\$40 / \$50 Copayment Amount

70% of Allowable Amount

\$150 Copayment Amount

\$150 Copayment Amount

Unlimited



Initials bc Date 5/8/16



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 \$40 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

100% of Allowable Amount

70% of Allowable Amount after Plan Year Deductible

Skilled Nursing Facility
Home Health Care
Hospice Care

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 \$40 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 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

Inpatient Services
-Hospital services (facility)

-Physician services

Plan Year Maximum

80% of Allowable Amount

60% of Allowable Amount

80% of Allowable Amount after
Plan Year Deductible

60% of Allowable Amount after Plan
Year Deductible

30 inpatient days/30 inpatient Physician
visits each Plan Year*

30 inpatient days/30 inpatient
Physician visits each Plan Year*

Outpatient Services

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

-Emergency Room/Treatment Room

-Other Outpatient Services and psychological testing

Plan Year Maximum

Chemical Dependency Maximum
(inpatient treatment must be provided in a Chemical Dependency
Treatment Center)

100% of Allowable Amount after \$40
Copayment Amount

70% of Allowable Amount after Plan
Year Deductible

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)

60% of Allowable Amount after
Plan Year Deductible

60% of Allowable Amount after Plan
Year Deductible

30 outpatient visits each Plan Year*

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)

-Physician charges

Non-Emergency Care

-Facility charges (outpatient Hospital emergency treatment room
charges)

-Physician charges

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

80% of Allowable Amount after Plan Year Deductible

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)

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 Table

Preventive Care

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

Immunizations for Dependent children through the date of the child's 6th birthday

100% of Allowable Amount

70% of Allowable Amount after Plan Year Deductible

100% of Allowable Amount

100% of Allowable Amount

Speech and Hearing Services

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

Physical Medicine Services

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.

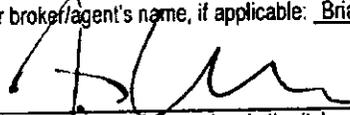
Base Medical Plan					
<input type="checkbox"/> 100	<input type="checkbox"/> 610	<input type="checkbox"/> 1100	<input type="checkbox"/> 1300	<input type="checkbox"/> 1510	<input type="checkbox"/> Grandfathered
<input type="checkbox"/> 200	<input type="checkbox"/> 700	<input type="checkbox"/> 1110	<input 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:		Volume:		<input type="checkbox"/> Voluntary Accident	
<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$30,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> Short Term Disability	
<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$35,000	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> Long Term Disability	
<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$40,000	<input type="checkbox"/> Other _____			
<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$45,000				
<input checked="" type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000				
<input type="checkbox"/> Other _____ OR		<input type="checkbox"/> Dependent Life: <input type="checkbox"/> \$5,000 OR		<input type="checkbox"/> \$10,000	
Times Annual Salary:		<i>Voluntary Life Products are for HEBP Members with Basic Life only; subject to Minimum Requirements and Underwriting</i>			
<input type="checkbox"/> 1Times OR	<input type="checkbox"/> 2 Times				
<input type="checkbox"/> Not Applicable - Did Not Elect Life Coverage					

Waiting Period

Please indicate your current personal policy for waiting period (e.g. Date of Hire (DOH), or # days from DOH or 31st of month following DOH, 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	Day following 90 day WP <i>Date of Hire</i>	Day following 90 day WP <i>Date of Hire</i>

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


 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 JDC Date 8/5/16



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~~ ^{life} benefits.

Employees

Elected Officials

WFO
life

WFO

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.

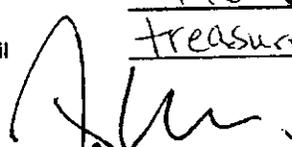
Name / Title Katherine Hudson, County Treasurer

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

Date: 8/8/16

J.D. Clark, County Judge
Please PRINT Name and Title

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 <i>Applies to all Eligible Expenses except Inpatient Hospital Expenses (unless otherwise indicated)</i>	\$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. Credit for Coshare Stoploss Maximum from prior carrier (Applied on initial group enrollment only)	\$5,000 Individual / \$9,000 Family <i>Network Deductible & CoShare Stoploss Maximum will only apply toward Network Deductible & CoShare Stoploss Maximum</i> Yes	\$6,000 Individual / \$18,000 Family <i>Out-of-Network Deductible & CoShare Stoploss Maximum do not apply toward Network Deductible & CoShare Stoploss Maximum</i> Yes
Copayment Amounts Required Physician office visit/consultation <i>Refer to Medical/Surgical Expenses section for more information</i> Specialty Care Copayment Amount for office visit/consultation when services rendered by a Specialty Care Provider Urgent Care Outpatient Hospital Emergency Room/Treatment Room <i>Refer to Emergency Room/Treatment Room section for more information</i>	\$30 Copayment Amount \$40 Copayment Amount \$30 / \$40 Copayment Amount \$150 Copayment Amount	N/A-Refer to Medical/Surgical Expense section for benefits 70% of Allowable Amount after Plan Year Deductible 70% of Allowable Amount \$150 Copayment Amount
Maximum Lifetime Benefits Per Participant	Unlimiteo	
Inpatient Hospital Expenses		
Inpatient Hospital Expenses <i>All services must be preauthorized</i> <i>All usual Hospital services and supplies, including semiprivate room, intensive care, and coronary care units</i> Penalty for failure to preauthorize services	60% of Allowable Amount None	60% of Allowable Amount \$250



BlueCross BlueShield
of Texas

Initials *JDC* Date *8/8/11*



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

100% of Allowable Amount after \$30 Copayment

100% of Allowable Amount

100% of Allowable Amount

100% of Allowable Amount

80% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

80% of Allowable Amount after Plan Year Deductible

80% of Allowable Amount after Plan Year Deductible

80% of Allowable Amount after Plan Year Deductible

Declined

70% of Allowable Amount after Plan Year Deductible

60% of Allowable Amount after Plan Year Deductible

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

80% of Allowable Amount

60% of Allowable Amount

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)

-All outpatient services and psychological testing

100% of Allowable Amount after \$30 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.

Mental Health Care/Chemical Dependency

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

Plan Year Maximum

30 inpatient days/30 inpatient Physician
visits each Plan Year*

30 inpatient days/30 inpatient
Physician visits each Plan Year*

Outpatient Services

-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

60% of Allowable Amount after \$150
Copayment Amount & Plan Year
Deductible

(Copayment Amount waived if admitted,
Inpatient Hospital Expenses will apply)

(Copayment Amount waived if
admitted, Inpatient Hospital Expenses
will apply)

-Other Outpatient Services and psychological testing

60% of Allowable Amount after
Plan Year Deductible

60% of Allowable Amount after Plan
Year Deductible

Plan Year Maximum

30 outpatient visits each Plan Year*

Chemical Dependency Maximum

(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 8/18/16



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

Special Provisions Expenses cont.	In-Network Benefits	Out-of-Network Benefits
Preventive Care 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 th birthday	100% of Allowable Amount	100% of Allowable Amount
Speech and Hearing Services 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
Physical Medicine Services 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 JJC 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, production 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.

JDC 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">Total Amount Due: <i>(if zero, enter 0.00)</i></p>			<p align="center">\$ <u>0.00</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:


 Signature of County Judge or Contracting Authority
J.D. Clarke, County Judge
 Print Name and Title

8/5/16
 Date

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

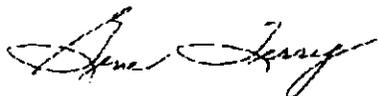
and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

- 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

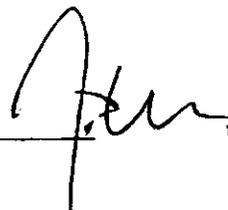
MEMBER'S POOL COORDINATOR

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-State, Hospice Maximum) *Network*

<i>Retail Pharmacy</i>	<i>Participating CVS Caremark Retail Pharmacy</i>
Deductible	<i>\$0 Individual / \$0 Family</i>
Non-Preferred Brand Name Drug	<i>\$50 Copayment Amount (When no generic is available or Rx is prescribed Dispense as Written-DAW)</i>
Brand Name Drug	<i>\$30 Copayment Amount (When no generic is available or Rx is prescribed Dispense as Written-DAW)</i>
Generic Drug	<i>Lesser of \$10 Copayment Amount OR Actual Cost</i>

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.

<i>Mail Service Pharmacy-up to a 90-day supply</i>	
Non-Preferred Brand Name Drug	<i>\$100 Copayment Amount</i>
Brand Name Drug	<i>\$60 Copayment Amount</i>
Generic Drug	<i>\$20 Copayment Amount</i>

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*

14g

RENEWALS

August 29, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Cottondale Fire Department Dump Site Lease**
- 2. NACO**
- 3. Tarrant Regional Transportation Coalition**
- 4. Tex-21**