179

Tally, LLC
315 Lemay Ferry Rd
Saint Louis, Missouri 63125
Toll Free: 1.800.670.4090
FAX: 314.596.9986
www.eavote.com

INVOICE

BILL TO
Sabra Sader
Wise County TX Elections
PO Box 899
Decatur, TX 76234

INVOICE # 1125
DATE 10/04/2016
DUE DATE 11/03/2016
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
ALF - Data Converter EA Data Converter Annual License Fee - Includes licensing, telephone support, and version updates for the EA Data Converter	1	6,900.00	6,900.00

Remit To: Tally LLC.
315 Lemay Ferry Rd.
Suite 119
St. Louis MO. 63125

BALANCE DUE **$6,900.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-119902

Date Filed:
10/04/2016

Date Acknowledged:
10-10-16

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

KNOWINK, LLC
St. Louis, MO 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 TX Elections

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.

Invoice #1125
Software license for electronic poll books.

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

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

6 AFFIDAVIT

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

JEREMY D. NOLAND
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires:
August 24, 2020
Commission #12700699

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kevin J Schott, this the 4th day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Jeremy D Noland — Printed name of officer administering oath | Logistics • Client Fulfillment Mgr. — Title of officer administering oath

179

AssetWORKS

A Successor in Interest to InCircuit Development Corporation

INVOICE

AssetWorks
168 Industry Drive
Pittsburgh, PA 15275
Fax: 412-809-0777

INVOICE NUMBER	705-997
INVOICE DATE	August 22, 2016
Terms	Net 30
Project	WISECO-IC-MA2016

BILL TO

Wise County
County Auditor
PO Box 899
Decatur, TX 76234

DESCRIPTION	RATE	TOTAL
Software Renewal - Scan & Validate Property Manager License	509.85	$509.85
Software Renewal - AMS Full Access User License (2 @ $509.85)	1019.70	$1,019.70
Software Renewal - Scan & Validate Property Scanner Software License	238.84	$238.84
Software Renewal - InCircuit AMS Base (Assets, Contacts, Admin, Reports)	1024.85	$1,024.85
Software Renewal - AMS Depreciation Module	509.85	$509.85
Software Renewal - AMS Read Only License (2 @ $128.75)	257.50	$257.50
Software Renewal - AMS Transfer Module	509.85	$509.85
Coverage Period 10/1/2016 - 9/30/2017		
Software products include system maintenance, unlimited support, free upgrades, hosting fees, and annually renewable licenses for InCircuit SaaS. These fees are bundled into each line item price. Maintenance includes all backups; system performance monitoring and hardware upgrades; Oracle patches, and upgrades as available; security administration; and InCircuit software maintenance. Support includes toll free "Level 2" technical support, internet support, email support, and maintenance on embedded tutorials.		
AssetWorks Federal Tax ID No. 42-1771235	SUBTOTAL	$ 4,070.44
All amounts are shown and payable in US Dollars	TAX	
	INVOICE TOTAL	$ 4,070.44

DIRECT ALL INQUIRIES TO:
Kathy Vancko
kathy.vancko@assetworks.com
412-809-0666

MAKE ALL CHECKS PAYABLE TO:
AssetWorks
P.O. Box 202931
Dallas, TX 75320-2931

BY WIRE:
Wells Fargo Bank
ABA/Routing # 122105278
Swift Address: WFBIUS6S
Account # 6708030785

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-115917

Date Filed:
09/23/2016

Date Acknowledged:
10-10-16

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

AssetWorks LLC
Austin, 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.

DIR-SDD-2093
Asset Management Software Renewal purchased off of TX DIR

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

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

6 AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHY E VANCKO
Notary Public
ROBINSON TWP, ALLEGHENY COUNTY
My Commission Expires Jan 11, 2020

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael B. Borello, this the 23rd day of September 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Kathy E Vancko	Notary Public

17g

SCHEDULE A

TARGETSOLUTIONS

DATE of SUBMISSION	
9/21/2016	
LICENSE TERMS:	12 Months Billed Annually

TargetSolutions

10805 Rancho Bernardo Road, Suite 200

San Diego, CA 92127-5703

877-944-6372 - Toll Free

858-592-7880 - Direct / 713-422-2695 Fax

TS Sales Contact: Robbi King

robbi.king@targetsolutions.com

Phone: 713-701-9298

Proposal To:

Wise County EMS

Charles Dillard

1101 W. Rose Ave

Decatur, TX 76234

(940) 627-2002

crdillard@ems.co.wise.tx.us

TargetSolutions Online Training Platform, License Customized Website, Administration Tools and Applications

Description	Unit Price Per User	Quantity (# of Users)	Total
TargetSolutions Premier Platform 11/01/2016 - 10/31/2017	$109.00	50	$5,450.00
Annual Maintenance Fee	$395.00	1	$395.00
Optional Products and/or Services:			$0.00
			$0.00
			$0.00
One Time Set Up Fee			$0.00
		TOTAL DUE	**$5,845.00**

NOTES: Renewal Agreement of current contract.

$5,845.00	Total price to be paid on 11/01/2016 = Users + Annual Maintenance

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the Target Solutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

http://targetsolutions.com/clients/client-resources/

TARGETSOLUTIONS

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features

3. **Fees and Payments.**

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 2.5% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"), provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term.**

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment.Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client

IN WITNESS WHEREOF, the parties have executed this Agreement as the last date set forth below.

Target Solutions Learning, LLC. 4890 W. Kennedy Blvd, Suite 300 Tampa, FL 33609-1874	Wise County EMS 101 W. Rose Ave Decatur, TX 76234
By:	By:
Jeff Oathout Vice President of Sales	J.D. Clark County Judge
Date: 9/30/16	Date: 10-10-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-115005

Date Filed:
09/21/2016

Date Acknowledged:
10-10-16

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

TargetSolutions Learning, LLC
Tampa, FL United States

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

County of Wise, TX

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.

Continuing Education
LMS and RMS

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

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

6 AFFIDAVIT

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

STACIE GILMORE
MY COMMISSION EXPIRES
July 23, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robbi King, this the 21st day of Sept, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Stacie Gilmore Printed name of officer administering oath | Notary Title of officer administering oath

179

OTIS

One Farm Springs
Farmington, CT 06032

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.
650116	09/20/16	TX65043A16

AMOUNT DUE ON SERVICE CONTRACT: 1,817.24

Enclose This Coupon With Your Payment.
Make Check Payable To:
OTIS ELEVATOR COMPANY

Mail payment to:

OTIS ELEVATOR COMPANY
P.O. BOX 730400
DALLAS TX
75373-0400

MB 01 020740 52599 B 81 A
WISE COUNTY COURTHOUSE
ATTN AUDITOR
PO BOX 899
DECATUR TX 76234-0899

PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

00TX65043A16 0000181724 2

DETACH RETURN DOCUMENT ALONG PERFORATION

INVOICE

OTIS ELEVATOR

SEP 20 2016 AM 11:13

** SERVICE CONTRACT CHARGES **

CUSTOMER NO.	DATE	INVOICE NO.
650116	09/20/16	TX65043A16

BUILDING TX 813291 WISE COUNTY COURTHOUSE
CONTRACT TX 65043

SERVICE FROM 10/01/16 TO 09/30/17	1,873.44	
ADVANCED BILLING DISCOUNT- 3.00%	56.20-	
TOTAL CURRENT CHARGES DUE		1,817.24

- - - PRICE ADJUSTMENT - - -

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT ENTERED INTO BETWEEN US FOR THE SERVICE OF ELEVATOR EQUIPMENT:
THE FORMER PRICE OF 150.91 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURED IN THE ELEVATOR EXAMINERS' COST IN OCT 01,2016. THE ADJUSTED PRICE BECOMES EFFECTIVE OCT 01,2016 AND SHALL REMAIN IN EFFECT UNTIL THE NEXT CHANGE IN ELEVATOR EXAMINERS' COST.
BASED ON CHANGES IN ELEVATOR EXAMINERS' STRAIGHT TIME HOURLY COST:

(A) FORMER EXAMINERS' COST	(B) CURRENT EXAMINERS' COST	(C)=B/A RATIO OF CHANGE	(D) FORMER CONTRACT PRICE	(E)=C*D CURRENT ADJUSTED CONTRACT PRICE
71.0939	73.5466	103.44994	150.91	156.12

LESS DISCOUNT AMOUNT OF 4.68 151.44 NET AMOUNT/MO
YOUR NEW INVOICE AMT 1,817.24 TOTAL

FOR ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: 1-817-284-6434
OR WRITE OTIS ELEVATOR 2516 GRAVEL ROAD, BLDG 18 FORT WORTH TX 76118
PAYMENT DUE UPON RECEIPT-PLEASE PAY PROMPTLY

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-117523

Date Filed:
09/28/2016

Date Acknowledged:
10-10-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Otis Elevator
Fort Worth, 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.
TX 65043
Elevator Services

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

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

6 AFFIDAVIT

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

VIRGINIA G MILLER
My Commission Expires
February 19, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Amanda Haines, this the 28th day of September, 20 16, to certify which, witness my hand and seal of office.

Virginia G. Miller — Signature of officer administering oath
Virginia G. Miller — Printed name of officer administering oath
Required Adm. — Title of officer administering oath

179.

AGREEMENT

THE STATE OF TEXAS §

COUNTY OF WISE § **FY 2016-2017**

THIS AGREEMENT, made and entered into by and between **WISE COUNTY HISTORICAL COMMISSION,** acting herein by and through its duly authorized agent and officer, hereinafter referred to as **THE COMMISSION** and **WISE COUNTY**, acting by and through its County Judge, duly authorized so to act, hereinafter referred to as **COUNTY,**

WITNESSETH

WHEREAS, THE COMMISSION has the responsibility to initiate and conduct programs for the preservation and promotion of Wise County History and the Wise County Heritage Museum per the appointment by the Wise County Commissioners Court under Texas Local Government Code 318 and the Texas Historical Commission (THC).

WHEREAS, The Wise County Commissioners Court hereby finds that the programs and efforts of **THE COMMISSION** benefits the citizens of **WISE COUNTY;**

NOW THEREFORE, COUNTY and **THE COMMISSION** hereby agree as follows:

I.

THE COMMISSION agrees to continue to providing such services already being provided to the citizens of **WISE COUNTY.**

II.

For the services provided above, the **COUNTY** shall provide **THE COMMISSION** a sum not to exceed **$24,000** during the term of this contract for the necessary expenses of the Commission. Per the Wise County budget, **$14,000** shall be paid to the Chairman of the Commission and **$10,000** shall be paid for Historical Commission Projects. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2016 and ending on September 30, 2017.

III.

THE COMMISSION agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servant or employees from any loss, damage, injury or claim arising from the negligent operation of its program.

IV.

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and

shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

V.

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

VI.

THE COMMISSION agrees to provide **COUNTY** all records relating to the programs performed by **THE COMMISSION** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year.

VII.

If any term in this agreement shall be found to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent of the law.

VIII.

The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

DATED to be effective the 1st day of October, 2016

WISE COUNTY HISTORICAL COMMISSION

Kerry Clower, Chairman

WISE COUNTY TEXAS

County Judge

179

AGREEMENT

STATE OF TEXAS

COUNTY OF WISE **FY 2016-2017**

THIS AGREEMENT, made and entered into this by and between **VOICES ADVOCATING FOR CHILDREN**, a private non-profit corporation, acting herein by and through its duly authorized agent and officer, (hereinafter referred to as **VOICES**) and **WISE COUNTY**, acting by and through its County Judge, duly authorized by to act by the Commissioner's Court of Wise County, (hereinafter referred to as **COUNTY**).

WITNESSETH

WHEREAS. VOICES provides services to assist the **COUNTY** and its courts in providing for the best interests of at risk children; and

WHEREAS. WISE COUNTY hereby finds that the programs and efforts of **VOICES** benefit the citizens of the **COUNTY**, particularly children in need of the services provided by **VOICES**.

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

I.

VOICES agrees to continue providing the public services and assistance that is already being provided to the courts and the children of Wise County.

II.

For the public services provided above, the **COUNTY** shall provide **VOICES** a lump sum not to exceed **$23,000** during the term of this contract. All sums to be paid under this contract by the **COUNTY** shall be made from current revenues available after property taxes are received by the **COUNTY**. The term of this contract is one year beginning on October 1, 2016 and ending on September 30, 2017.

III.

VOICES agrees to INDEMNIFY AND HOLD HARMLESS WISE COUNTY, its officers, agents, servants or employees from any loss, damage , injury or claim arising from the negligent operation of its program

IV.

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

V.

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

VI.

VOICES agrees to provide **COUNTY** all records relating to the programs performed by **VOICES** upon written request of **COUNTY** and to provide a final report detailing the manner in which the funds were expended within 60 days of the end of the requested funding year. **VOICES** shall yearly provide **THE COUNTY** all documentation related to their continued status as a **501C Organization.**

VII.

If any term in this agreement shall be found to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

VIII.

The undersigned officers have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IX.

This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

DATED to be effective this the 1st day of October, 2016

VOICES ADVOCATING FOR CHILDREN

WISE COUNTY TEXAS

Wise County Judge

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-121194

Date Filed:
10/06/2016

Date Acknowledged:
10-10-16

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

Voices Youth and Family Services
Decatur, TX United States

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

Wise County

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

2017
Services to Juvenile Probation and Community

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

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

6 AFFIDAVIT

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

KRISTI McQUISTON
Notary Public
STATE OF TEXAS
ID#00075928 1
My Comm. Exp. Jan. 26, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Voices Youth + Family Services, this the 6th day of October, 20 16, to certify which, witness my hand and seal of office.

Kristi McQuiston — Signature of officer administering oath
Kristi McQuiston — Printed name of officer administering oath
JPO — Title of officer administering oath

17g

RENEWALS

October 10, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Zirmed**
2. **NCTTRAC EMTF Responder MOA**

17f/g

FULLY EXECUTED

October 10, 2016

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

1. **Fire Departments-Runaway Bay, Alvord, Sand Flat, Decatur, District #1, Rhome, Newark, Lake Bridgeport**
2. **Library-Decatur, Rhome, Alvord, Chico**
3. **Animal Control-Runaway Bay, Chico, Alvord, Rhome**
4. **Parker County Inmate Housing**
5. **Denton County Inmate Housing**
6. **EMS Medicaid Agreement**
7. **OAG SAVINS**
8. **Physio Control**
9. **1033 LEA Application**

17f

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS AND THE CITY OF RUNAWAY BAY, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER SERVICES

THE STATE OF TEXAS §
§
COUNTY OF WISE §

FISCAL YEAR 2016-2017

WHEREAS, this agreement is made between Wise County, Texas (COUNTY) and the City of Runaway Bay, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responding services outside the corporate limits of municipalities in the COUNTY; and

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

WHEREAS, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Runaway Bay, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

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

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) The CITY's Volunteer Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Volunteer Fire Department. Further, the CITY's Volunteer Fire Department agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the CITY's Volunteer Fire Department. Additionally, the CITY's Volunteer Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

(B) Emergency services other than those concerning fire protection and other emergency response services, as defined in this contract, is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Volunteer Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Volunteer Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Volunteer Fire Department may utilize any COUNTY equipment provided to the CITY's Volunteer Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S VOLUNTEER FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S VOLUNTEER FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S VOLUNTEER FIRE DEPARTMENT WITHIN A MUNICIPALITY.**

(C) The CITY's Volunteer Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Volunteer Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact.

(D) CITY's Volunteer Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection. All fire fighters must be members and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Volunteer Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(E) The CITY's Volunteer Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(F) It is agreed that the CITY's Volunteer Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate COUNTY Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees

(G) The books and records maintained for operating the CITY's Volunteer Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(H) The CITY's Volunteer Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.

(I) The CITY's Volunteer Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(J) The CITY's Volunteer Fire Department shall maintain a "current" status throughout the life of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(K) If the CITY'S Volunteer Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.

(L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of the COUNTY to the *limited* extent said law mandates.

NIMS- National Incident Management Systems: The CITY Fire Departments shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

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

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

Notices:

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

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

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

_____

_____

_____, Texas 76_____

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

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

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

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

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

_____

Wise County Judge

Date: 8/29/16

CITY OF RUNAWAY BAY

By: _____

Title: Mayor

Date: 9-13-16

WISE COUNTY FIRE MARSHAL

_____

Wise County Fire Marshal

Date: 8/29/16

VFD OF RUNAWAY BAY

By: _____

Title: Fire Chief

Date: 9-13-16

17F

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS AND THE CITY OF ALVORD, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER SERVICES

THE STATE OF TEXAS §
§
COUNTY OF WISE § **FISCAL YEAR 2016-2017**

WHEREAS, this agreement is made between Wise County, Texas (COUNTY) and the City of Alvord, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responding services outside the corporate limits of municipalities in the COUNTY; and

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

WHEREAS, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Alvord, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

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

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) The CITY's Volunteer Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Volunteer Fire Department. Further, the CITY's Volunteer Fire Department agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the CITY's Volunteer Fire Department. Additionally, the CITY's Volunteer Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

(B) Emergency services other than those concerning fire protection and other emergency response services, as defined in this contract, is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Volunteer Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Volunteer Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Volunteer Fire Department may utilize any COUNTY equipment provided to the CITY's Volunteer Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S VOLUNTEER FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S VOLUNTEER FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S VOLUNTEER FIRE DEPARTMENT WITHIN A MUNICIPALITY.**

(C) The CITY's Volunteer Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Volunteer Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact.

(D) CITY's Volunteer Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection. All fire fighters must be members and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Volunteer Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(E) The CITY's Volunteer Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(F) It is agreed that the CITY's Volunteer Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate COUNTY Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees

(G) The books and records maintained for operating the CITY's Volunteer Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(H) The CITY's Volunteer Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.

(I) The CITY's Volunteer Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(J) The CITY's Volunteer Fire Department shall maintain a "current" status throughout the life of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(K) If the CITY'S Volunteer Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.

(L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of the COUNTY to the *limited* extent said law mandates.

NIMS- National Incident Management Systems: The CITY Fire Department shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

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

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

Notices:

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

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

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

_____

_____

_____, Texas 76_____

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

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

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

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

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

_____

Wise County Judge

Date: 8/29/16

CITY OF ALVORD

BY: Roy E. King

Title: MAYOR

Date: 9/15/16

CITY OF ALVORD, TEXAS
COUNTY OF WISE

WISE COUNTY FIRE MARSHAL

_____

Wise County Fire Marshal

Date: 8/29/16

VOLUNTEER FIRE DEPARTMENT OF ALVORD

By: Sam Hall

Title: Fire Chief

Date: 9/6/16

17g

AGREEMENT FOR FIRE PROTECTION AND FIRST REPONDER SERVICES WITH AN INCORPORATED VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS §
§ **FISCAL YEAR 2016-2017**
COUNTY OF WISE §

WHEREAS, WISE COUNTY, TEXAS, hereinafter (COUNTY), a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Chapter 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide fire protection and first responder services to an area of the COUNTY that is located outside the municipalities in the COUNTY, and

WHEREAS, the SAND FLAT VOLUNTEER FIRE DEPARTMENT, hereinafter (VFD), an incorporated volunteer fire department located within the COUNTY,

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

WHEREAS, COUNTY is contracting with a private entity to provide a public service because the VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

WHEREAS, This agreement and contract is made between the COUNTY and the VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with private providers for services for the public.

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

VFD OBLIGATION

The VFD as a part of this agreement, and as a condition of the payment by the COUNTY of any and all sums called for under this agreement, agree that:

(a) The VFD will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY. Further, the VFD agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the VFD. Additionally, the VFD agrees that it shall respond to mutual aid calls from any other fire department for fire protection services at any location within the unincorporated area of the COUNTY.

(b) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the VFD from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the VFD does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. In event the VFD provides services not provided for by this contract, **it is expressly agreed and understood that the VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE VFD, AND THE VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH THE VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION.** It is further expressly understood and agreed that no official, employee or agent of the COUNTY has authority to bind the COUNTY to be liable for the manner or means of providing fire protection or other services in an incorporated municipality.

(c) The VFD shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the VFD members, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(d) VFD agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection by the VFD. All fire fighters of the VFD must be

members of the VFD and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(e) The VFD warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(f) It is agreed that the VFD shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees. It is agreed that the VFD shall suspend any member of the VFD who fails to provide information and statements relative to such investigations as lawfully requested by any law enforcement agency, designated agent of the COUNTY for arson investigations, County Sheriff, and/or County or State Fire Marshal and their designees.

(g) The books and records maintained for operating VFD shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(h) VFD shall submit a financial report to the COUNTY no later than three months after the close of the VFD's fiscal year.

(i) The VFD shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(j) VFD shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(k) If the VFD is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the agreement, said property will become subject to forfeit to the COUNTY.

(l) The VFD shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the VFD's performance under this contract. The VFD recognizes that the COUNTY has no responsibility to furnish this coverage and VFD waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to VFD a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this contract immediately.

EFFECTIVE DATE

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the VFD, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

(A) **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

(B) **Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

(C) **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

(D) **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: VFD: Chief and/or Assistant or Deputy Chief; COUNTY: County Commissioner and/or County Judge.

(E) **Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

(F) **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the VFD for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the VFD acts as an agent of the COUNTY to the *limited* extent said law mandates. However, it is understood that the VFD is a private non-profit corporation and not a governmental entity, and is not an agent of the COUNTY for any other purpose.

Severability: If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not tie affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

NIMS- National Incident Management Systems: All VFDs shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The VFD shall submit records for each member documenting completion of NIMS training. The VFD shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

Notices:

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

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

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

_____

_____ Address

_____, Texas 76_____

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

Authority to Contract: The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Governing Law/Venue: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

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

Entire Agreement: This contract is a total and complete integration of any and all understandings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

Wise County Judge

Date: 8/29/16

WISE COUNTY FIRE MARSHAL

Wise County Fire Marshal

Date: 8/29/16

SAND FLAT Volunteer Fire Department

By: Kenny L Carnahey

Title: Chief

Date: 9/8/16

17f.

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS AND THE CITY OF DECATUR, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER SERVICES

THE STATE OF TEXAS §
§
COUNTY OF WISE § **FISCAL YEAR 2016-2017**

WHEREAS, this agreement is made between Wise County, Texas (COUNTY) and the City of Decatur, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responder services outside the corporate limits of municipalities in the COUNTY; and

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

WHEREAS, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the CITY limits of Decatur, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

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

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) The CITY's Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Fire Department. Further, the CITY's Fire Department agrees that it shall be the First Responder for emergency medical protection services within the unincorporated portion of the designated primary service area of the CITY's Fire Department. Additionally, the CITY's Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

(B) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Fire Department may utilize any COUNTY equipment provided to the CITY's Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S FIRE DEPARTMENT WITHIN A MUNICIPALITY.**

(C) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact.

(D) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. All fire fighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(E) The CITY's Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(F) It is agreed that the CITY's Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.

(G) The books and records maintained for operating the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(H) The CITY's Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.

(I) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(J) The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(K) If the CITY'S Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.

(L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes Only: The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY, is not an agent of the COUNTY for any other purpose.

NIMS- National Incident Management Systems: The CITY'S Fire Department shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

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

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

Notices:

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

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

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

Brett Shannon

201 E. Walnut St. Address

Decatur, Texas 76234

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

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

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

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

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

Wise County Judge

Date: 8/29/16

CITY OF DECATUR

BY:

Title: MAYOR

Date: 9/12/2016

CITY OF DECATUR WISE COUNTY, TEXAS

WISE COUNTY FIRE MARSHAL

Wise County Fire Marshal

Date: 8/29/16

DECATUR FIRE DEPARTMENT

By:

Title: Fire Chief

Date: 9/7/16

17f

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS AND WISE COUNTY EMERGENCY SERVICES DISTRICT #1 FOR FIRE PROTECTION SERVICES

THE STATE OF TEXAS §
§
COUNTY OF WISE § **FISCIAL YEAR 2016-2017**

WHEREAS, this agreement is made between Wise County, Texas (COUNTY) and Wise COUNTY Emergency Services District #1 (DISTRICT), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with a political subdivision for the use of fire trucks and other firefighting equipment to provide fire protection and first responder services outside the corporate limits of municipalities in the COUNTY; and

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

WHEREAS, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Boyd, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

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

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

DISTRICT OBLIGATIONS

The DISTRICT, as a part of this agreement, and as a condition of the payment by the COUNTY of any and all sums called for under this agreement, agree that:

(a) The DISTRICT will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the DISTRICT. Further, the DISTRICT agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the DISTRICT. Additionally, the DISTRICT agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

(b) Emergency services other than those concerning fire protection and other emergency response services are not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the DISTRICT from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the DISTRICT does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the DISTRICT may utilize any COUNTY equipment provided to the DISTRICT under this contract. However, it is expressly agreed and understood that the **DISTRICT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE DISTRICT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE DISTRICT WITHIN A MUNICIPALITY.**

(c) The DISTRICT shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the DISTRICT members, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law, including sovereign immunity.

(d) The DISTRICT agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. All fire fighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The DISTRICT further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(e) The DISTRICT warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(f) It is agreed that the DISTRICT shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate COUNTY Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees

(g) The books and records maintained for operating the DISTRICT shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(h) The DISTRICT shall submit a financial report to the COUNTY no later than three months after the close of the DISTRICT's fiscal year.

(i) The DISTRICT shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(j) The DISTRICT shall maintain a "current" status throughout the life of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(k) If the DISTRICT is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.

(l) The DISTRICT shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the DISTRICT's performance under this contract. The DISTRICT recognizes that the COUNTY has no responsibility to furnish this coverage and DISTRICT waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to the DISTRICT a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the DISTRICT, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: DISTRICT: DISTRICT President and/or Chief; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the DISTRICT understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the DISTRICT for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the DISTRICT acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the DISTRICT, is not an agent of the COUNTY for any other purpose.

NIMS- National Incident Management Systems: The DISTRICT shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire DISTRICT as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DISTRICT members shall complete NIMS 100, 200, 700 and 800 training. The DISTRICT shall submit records for each member documenting completion of NIMS training. The DISTRICT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

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

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

Notices:

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

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

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

Wise County ESD #1

P.O. Box 1991 Address

Boyd, Texas 76023

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

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

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

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

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

Wise County Judge

Date: 8/29/16

WISE COUNTY FIRE MARSHAL

Wise County Fire Marshal

Date: 8/29/16

WISE COUNTY EMERGENCY SERVICES DISTRICT OF #1

BY:

Title: President

Date: 9/15/16

17f

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS AND THE CITY OF RHOME, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER SERVICES

THE STATE OF TEXAS §
§
COUNTY OF WISE §

FISCAL YEAR 2016-2017

WHEREAS, this agreement is made between Wise County, Texas (COUNTY) and the City of Rhome, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responding services outside the corporate limits of municipalities in the COUNTY; and

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

WHEREAS, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Rhome, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

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

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

(A) The CITY's Volunteer Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Volunteer Fire Department. Further, the CITY's Volunteer Fire Department agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the CITY's Volunteer Fire Department. Additionally, the CITY's Volunteer Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

(B) Emergency services other than those concerning fire protection and other emergency response services, as defined in this contract, is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Volunteer Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Volunteer Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Volunteer Fire Department may utilize any COUNTY equipment provided to the CITY's Volunteer Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S VOLUNTEER FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S VOLUNTEER FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S VOLUNTEER FIRE DEPARTMENT WITHIN A MUNICIPALITY.**

(C) The CITY's Volunteer Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Volunteer Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact.

(D) CITY's Volunteer Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection. All fire fighters must be members and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Volunteer Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(E) The CITY's Volunteer Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(F) It is agreed that the CITY's Volunteer Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate COUNTY Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees

(G) The books and records maintained for operating the CITY's Volunteer Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(H) The CITY's Volunteer Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.

(I) The CITY's Volunteer Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(J) The CITY's Volunteer Fire Department shall maintain a "current" status throughout the life of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(K) If the CITY'S Volunteer Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.

(L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of the COUNTY to the *limited* extent said law mandates.

NIMS- National Incident Management Systems: The CITY Fire Departments shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

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

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

Notices:

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

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

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

_____

_____

_____, Texas 76_____

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

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

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

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

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

_____

Wise County Judge

Date: 8/29/16

CITY OF RHOME

BY: Michelle Pittman

Title: Mayor

Date: 9/20/2016

WISE COUNTY FIRE MARSHAL

_____

Wise County Fire Marshal

Date: 8/29/16

VOLUNTEER FIRE DEPARTMENT OF RHOME

By: _____

Title: FIRE CHIEF

Date: 9/26/2016

17g

AGREEMENT FOR FIRE PROTECTION AND FIRST REPONDER SERVICES WITH AN INCORPORATED VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS §
§ **FISCAL YEAR 2016-2017**
COUNTY OF WISE §

WHEREAS, WISE COUNTY, TEXAS, hereinafter (COUNTY), a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Chapter 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide fire protection and first responder services to an area of the COUNTY that is located outside the municipalities in the COUNTY, and

WHEREAS, the NEWARK VOLUNTEER FIRE DEPARTMENT, hereinafter (VFD), an incorporated volunteer fire department located within the COUNTY,

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

WHEREAS, COUNTY is contracting with a private entity to provide a public service because the VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

WHEREAS, This agreement and contract is made between the COUNTY and the VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with private providers for services for the public.

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

VFD OBLIGATION

The VFD as a part of this agreement, and as a condition of the payment by the COUNTY of any and all sums called for under this agreement, agree that:

(a) The VFD will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY. Further, the VFD agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the VFD. Additionally, the VFD agrees that it shall respond to mutual aid calls from any other fire department for fire protection services at any location within the unincorporated area of the COUNTY.

(b) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the VFD from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the VFD does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. In event the VFD provides services not provided for by this contract, **it is expressly agreed and understood that the VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE VFD, AND THE VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH THE VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION.** It is further expressly understood and agreed that no official, employee or agent of the COUNTY has authority to bind the COUNTY to be liable for the manner or means of providing fire protection or other services in an incorporated municipality.

(c) The VFD shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the VFD members, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(d) VFD agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection by the VFD. All fire fighters of the VFD must be

members of the VFD and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(e) The VFD warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(f) It is agreed that the VFD shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees. It is agreed that the VFD shall suspend any member of the VFD who fails to provide information and statements relative to such investigations as lawfully requested by any law enforcement agency, designated agent of the COUNTY for arson investigations, County Sheriff, and/or County or State Fire Marshal and their designees.

(g) The books and records maintained for operating VFD shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(h) VFD shall submit a financial report to the COUNTY no later than three months after the close of the VFD's fiscal year.

(i) The VFD shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(j) VFD shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(k) If the VFD is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the agreement, said property will become subject to forfeit to the COUNTY.

(l) The VFD shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the VFD's performance under this contract. The VFD recognizes that the COUNTY has no responsibility to furnish this coverage and VFD waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to VFD a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this contract immediately.

EFFECTIVE DATE

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the VFD, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

(A) **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

(B) **Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

(C) **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

(D) **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: VFD: Chief and/or Assistant or Deputy Chief; COUNTY: County Commissioner and/or County Judge.

(E) **Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

(F) **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the VFD for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the VFD acts as an agent of the COUNTY to the *limited* extent said law mandates. However, it is understood that the VFD is a private non-profit corporation and not a governmental entity, and is not an agent of the COUNTY for any other purpose.

Severability: If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not tie affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

NIMS- National Incident Management Systems: All VFDs shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The VFD shall submit records for each member documenting completion of NIMS training. The VFD shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

Notices:

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

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

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

Newark VFD
P.O Box 478 Address
Newark, Texas 76071

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

Authority to Contract: The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Governing Law/Venue: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

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

Entire Agreement: This contract is a total and complete integration of any and all understandings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

Wise County Judge

Date: 9/1/16

WISE COUNTY FIRE MARSHAL

Wise County Fire Marshal

Date: 10/3/16

NEWARK Volunteer Fire Department

By: James Edgemon

Title: Chief

Date: 10-1-16

179

AGREEMENT FOR FIRE PROTECTION AND FIRST REPONDER SERVICES WITH AN INCORPORATED VOLUNTEER FIRE DEPARTMENT

STATE OF TEXAS §
§
COUNTY OF WISE §

FISCAL YEAR 2016-2017

WHEREAS, WISE COUNTY, TEXAS, hereinafter (COUNTY), a political subdivision of the State of Texas, has the authority under Texas Local Government Code, Chapter 352.001 to contract with an incorporated volunteer fire department that is located within the COUNTY to provide fire protection and first responder services to an area of the COUNTY that is located outside the municipalities in the COUNTY, and

WHEREAS, the LAKE BRIDGEPORT VOLUNTEER FIRE DEPARTMENT, hereinafter (VFD), an incorporated volunteer fire department located within the COUNTY,

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

WHEREAS, COUNTY is contracting with a private entity to provide a public service because the VFD has fire protection vehicles and other equipment designed for the extinguishing of fire, the providing of emergency services, and the prevention of damage to property and injury to persons from fire and other emergencies and has the control and use of volunteer members who are trained to properly utilize such vehicles and equipment and to provide fire protection and emergency services.

WHEREAS, This agreement and contract is made between the COUNTY and the VFD pursuant to the authority of Subchapter A of Chapter 352 of the Texas Local Government Code and pursuant to the general authority of the Commissioners Court to contract with private providers for services for the public.

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

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

VFD OBLIGATION

The VFD as a part of this agreement, and as a condition of the payment by the COUNTY of any and all sums called for under this agreement, agree that:

(a) The VFD will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY. Further, the VFD agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the VFD. Additionally, the VFD agrees that it shall respond to mutual aid calls from any other fire department for fire protection services at any location within the unincorporated area of the COUNTY.

(b) Emergency services other than those concerning fire protection and other emergency response services is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the VFD from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the VFD does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. In event the VFD provides services not provided for by this contract, **it is expressly agreed and understood that the VFD ASSUMES ALL RESPONSIBILITY FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERTATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE VFD, AND THE VFD AGREES TO INDEMNIFY THE COUNTY FOR ANY AMOUNT SPENT BY THE COUNTY IN DEFENDING ITSELF IN ANY COURT ACTION ARISING OUT OF A SITUATION IN WHICH THE VFD UTILIZED SUCH EQUIPMENT TO PROVIDE NON-FIRE RELATED EMERGENCY RESPONSE SERVICES OR WHICH OTHERWISE ARISES FROM THE PROVIDING OF NON-FIRE EMERGENCY RESPONSE SERVICES, INCLUDING ATTORNEY FEES, COSTS OF COURT, AND OTHER EXPENSES REASONABLY NECESSARY IN PREPARING AND PRESENTING ANY DEFENSE IN SUCH MATTER AS WELL AS FOR ANY DAMAGES FOR WHICH THE COUNTY IS HELD RESPONSIBLE BY ANY COURT OF COMPETENT JURISDICTION.** It is further expressly understood and agreed that no official, employee or agent of the COUNTY has authority to bind the COUNTY to be liable for the manner or means of providing fire protection or other services in an incorporated municipality.

(c) The VFD shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the VFD members, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contact. The parties do not hereby waive any immunity, defense, privilege, or remedy provided by law.

(d) VFD agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection by the VFD. All fire fighters of the VFD must be

members of the VFD and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The VFD further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

(e) The VFD warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

(f) It is agreed that the VFD shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees. It is agreed that the VFD shall suspend any member of the VFD who fails to provide information and statements relative to such investigations as lawfully requested by any law enforcement agency, designated agent of the COUNTY for arson investigations, County Sheriff, and/or County or State Fire Marshal and their designees.

(g) The books and records maintained for operating VFD shall be open to inspection by the COUNTY or its designated representatives during normal business hours.

(h) VFD shall submit a financial report to the COUNTY no later than three months after the close of the VFD's fiscal year.

(i) The VFD shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.

(j) VFD shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.

(k) If the VFD is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the agreement, said property will become subject to forfeit to the COUNTY.

(l) The VFD shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the VFD's performance under this contract. The VFD recognizes that the COUNTY has no responsibility to furnish this coverage and VFD waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to VFD a sum not to exceed $4,200.00 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to terminate this contract immediately.

EFFECTIVE DATE

The effective date of this agreement shall be October 1, 2016, or the date that both parties have signed within the 2016-2017 fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2017.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the VFD, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

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

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

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

DISPUTE RESOLUTION

(A) **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

(B) **Notice.** A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

(C) **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

(D) **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: VFD: Chief and/or Assistant or Deputy Chief; COUNTY: County Commissioner and/or County Judge.

(E) **Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

(F) **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes *Only*: The COUNTY and the VFD understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the VFD for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the VFD acts as an agent of the COUNTY to the *limited* extent said law mandates. However, it is understood that the VFD is a private non-profit corporation and not a governmental entity, and is not an agent of the COUNTY for any other purpose.

Severability: If any term, covenant or condition of this contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not tie affected thereby, and each term, covenant or condition of this contract shall be valid and shall be enforced to the fullest extent permitted by law.

NIMS- National Incident Management Systems: All VFDs shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The VFD shall submit records for each member documenting completion of NIMS training. The VFD shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

Notices:

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

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

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

_____

_____ ___ Address

_____ __, Texas 76_____

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

Authority to Contract: The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Governing Law/Venue: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

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

Entire Agreement: This contract is a total and complete integration of any and all understandings existing between the parties hereto and supersedes any prior oral or written agreements, promises or representations between them. The headings of the various paragraphs of this contract are for convenience only, and shall not define, interpret, affect or prescribe the meaning and interpretation of the provisions of this contract.

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

DATED to be effective this the 1st day of October, 2016

WISE COUNTY

Wise County Judge

Date: 9/1/16

WISE COUNTY FIRE MARSHAL

Wise County Fire Marshal

Date: 10/6/16

LAKE BRIDGEPORT Volunteer Fire Department

By:

Title: Chief

Date: 10-1-16

17g

CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS AND THE DECATUR PUBLIC LIBRARY FOR SERVICES AS A COUNTY LIBRARY

STATE OF TEXAS

COUNTY OF WISE **FY 2016-2017**

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Decatur Public Library, (hereinafter called "Library"), an established Public Library located in the City of Decatur, Texas.

WITNESSETH:

WHEREAS, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

WHEREAS the Library has and maintains an established free library which is capable of and is serving the City of Decatur, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

WHEREAS the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of $45,700.74.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Decatur Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice

of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2016 and ending September 30, 2017.

APPROVED by the governing body of the City of Decatur, Texas in a meeting held on the 12th day of September, 2016 and executed by the Mayor of that governing body and the Librarian of the Decatur Public Library, pursuant to a Resolution of the governing body.

CITY OF DECATUR
WISE COUNTY, TEXAS

BY: _____
Mayor

BY: Patricia Peters
Librarian

APPROVED by the Commissioners' Court of Wise County, Texas, in a meeting held on the 12th day of July, 2016 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: _____
County Judge

179

CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS AND THE RHOME PUBLIC LIBRARY FOR SERVICES AS A COUNTY LIBRARY

STATE OF TEXAS

COUNTY OF WISE

FY 2016-2017

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Rhome Public Library, (hereinafter called "Library"), an established Public Library located in the City of Rhome, Texas.

WITNESSETH:

WHEREAS, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

WHEREAS the Library has and maintains an established free library which is capable of and is serving the City of Rhome, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

WHEREAS the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of $29,822.09.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Rhome Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice

of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2016 and ending September 30, 2017.

APPROVED by the governing body of the Rhome Public Library, Texas in a meeting held on the 19th day of September, 2016 and executed by the Board President of that governing body and the Librarian of the Rhome Public Library, pursuant to a Resolution of the governing body.

BY: Rose Van Meter
Board President

BY: Dawn Wiebert
Librarian

APPROVED by the Commissioners' Court of Wise County, Texas, in a meeting held on the 11 day of July, 2016 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: _____
County Judge

Ng.

CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS AND THE ALVORD PUBLIC LIBRARY FOR SERVICES AS A COUNTY LIBRARY

STATE OF TEXAS

COUNTY OF WISE **FY 2016-2017**

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Alvord Public Library, (hereinafter called "Library"), an established Public Library located in the City of Alvord, Texas.

WITNESSETH:

WHEREAS, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

WHEREAS the Library has and maintains an established free library which is capable of and is serving the City of Alvord, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

WHEREAS the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of $28,995.08.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Alvord Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days

notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2016 and ending September 30, 2017.

APPROVED by the governing body of the City of Alvord, Texas in a meeting held on the 15th day of SEPTEMBER, 2016 and executed by the Mayor of that governing body and the Librarian of the Alvord Public Library, pursuant to a Resolution of the governing body.

BY: _____
Mayor

BY: _____
Librarian

APPROVED by the Commissioners' Court of Wise County, Texas, in a meeting held on the 11 day of July, 2016 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: _____
County Judge

179

CONTRACT OF SERVICE BETWEEN WISE COUNTY, TEXAS AND THE CHICO PUBLIC LIBRARY FOR SERVICES AS A COUNTY LIBRARY

STATE OF TEXAS

COUNTY OF WISE **FY 2016-2017**

This agreement is made between Wise County, Texas, (hereinafter called "County") and the Chico Public Library, (hereinafter called "Library"), an established Public Library located in the City of Chico, Texas.

WITNESSETH:

WHEREAS, The Texas Local Government Code 323.011 allows the County to contract for library privileges with an established Library,

WHEREAS the Library has and maintains an established free library which is capable of and is serving the City of Chico, Texas, and is also capable of serving a segment of the county population that lies outside the limits of any municipality,

WHEREAS the Library and the County have expressed the desire to enter into a contract to provide a free library system to provide enhanced services to both the Library and the County,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Library and County agree:

1. The Library shall provide library service as and shall assume the functions of a County free library for the surrounding county area that lies outside the boundaries of incorporated municipalities.

2. The County shall pay out of current available funds to the Library the sum of $27,903.42.

3. The Library, except as otherwise provided herein, shall have the sole control, administration, and direction of policies over the Library.

4. All citizens of Wise County residing outside the limits of incorporated municipalities shall have equal privileges with respect to library services provided by the Library.

5. The Chico Public Library agrees that the Library Annual Report to the Texas State Library shall be open to inspection by the County or its designated representatives during normal business hours.

6. Either party to the contract may terminate it by giving to the other party six months' notice of its intention to do so. Property acquired under the contract is subject to division upon termination of this contract.

7. If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days

notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

8. This contract shall be for a one-year period commencing October 1, 2016 and ending September 30, 2017.

APPROVED by the governing body of the Chico Public Library, Texas in a meeting held on the 21st day of September, 2016 and executed by the Board President of that governing body and the Librarian of the Chico Public Library, pursuant to a Resolution of the governing body.

BY: _____
Board President

BY: _____
Librarian

APPROVED by the Commissioners' Court of Wise County, Texas, in a meeting held on the ~~21st~~ 11th day of ~~September~~ July, 2016 and executed by the County Judge pursuant to a Resolution of the Commissioners' Court.

County of Wise, Texas

BY: _____
County Judge

17f

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS §

§ **FISCAL YEAR 2016-2017**

COUNTY OF WISE §

THIS AGREEMENT is made and entered into by and between the CITY OF RUNAWAY BAY, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's Department (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, RUNAWAY BAY is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

WHEREAS, the Wise County Sheriff's Department is duly organized and functioning in accordance with the laws of the State of Texas; and

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

WHEREAS, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the CITY currently has a need for such Animal Control Services and is not equipped or able to render such services; and

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

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

INCORPORTATION OF RECITALS

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

COUNTY'S OBLIGATION/SCOPE OF SERVICES

A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.

B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.

C. Animal Control officers are considered:
"On duty":
Monday through Saturday 8 am to 5 pm.
"Off duty":
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays

D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
- Vicious/dangerous animal
- Animal attack/bite against a human

E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services. CITY will provide a 24 hour 7 day a week contact number. CITY agrees that if CITY representative cannot be contacted COUNTY will dispatch Animal Control as needed. CITY also agrees in such cases the CITY will be responsible for the service fees.

F. COUNTY agrees to transport all captured animals to the COUNTY Animal Shelter.

G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.

H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

CITY'S OBLIGATIONS

A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.

B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.

C. CITY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. Any service rendered by the COUNTY which will result in over $1,000.00 of charges to the CITY must be pre-approved by the CITY Administrator or Mayor

CITY RIGHTS PRESERVED

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

CONSIDERATION

A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.

B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. As Authorized per Local Government Code Section 118.131 (See Attachment A)

C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10th) day of every month and mailed to:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

D. The COUNTY will reevaluate all fees prior to October 1st. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January 1st All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

NOTICE OF NONAPPROPRIATION

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

DEFAULT

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL TERMS

The effective date of this agreement shall be October 1, 2016 and shall expire at midnight of September 30, 2017.

TERMINATION

A. **By Mutual Agreement**: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
B. **For Nonappropriation of funds**: As mentioned above, if the Parties fails to appropriate funds necessary for performance of the obligations under this Agreement, the other Party may terminate this Agreement.
C. **By Either party**: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the COUNTY on behalf of the CITY prior to termination shall be the responsibility of the CITY.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY

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

INDEPENDENT CONTRACTOR

A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

DISPUTE RESOLUTION

A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.
B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.
C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.
D. **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.
E. **Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.
F. **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

A. **Severability Clause.** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.
B. **Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
C. **Notices.**

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

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

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

City of Runaway Bay
101 Runaway Bay Dr.
Bridgeport, TX 76426

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

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

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

F. **Entirety of the Agreement and Modifications**: This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

DATED to be effective the 1st day of October, 2016

WISE COUNTY

BY: _____

Wise County Judge

CITY OF RUNAWAY BAY

BY: _____

Title: Mayor

ATTACHMENT A

Animal Control Fees:

Dogs & Cats:

Owner Fees

Impound/first day..... $ 20.00
(each day thereafter)..... $ 6.00
Euthanasia of owned animals..... $ 35.00
Quarantine Fee (10 days & Vet. Check)..... $ 135.00

City Fees

City fee per animal brought to shelter for euthanasia..... $ 35.00
City fee per animal picked up for euthanasia..... $ 50.00

Livestock:

Impound – per head
Large (Horse, Cow & Bull)..... $ 75.00
Small (Goat, Sheep, Hog & Flightless Bird)..... $ 50.00
Hauling/per head..... $ 50.00
Release fee/per head..... $ 25.00
Roundup, loading & care of livestock.....Assessed by Contractor

17f.

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS §

§ **FISCAL YEAR 2016-2017**

COUNTY OF WISE §

THIS AGREEMENT is made and entered into by and between the CITY OF CHICO, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's Department (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, CHICO is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

WHEREAS, the Wise County Sheriff's Department is duly organized and functioning in accordance with the laws of the State of Texas; and

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

WHEREAS, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the CITY currently has a need for such Animal Control Services and is not equipped or able to render such services; and

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

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

INCORPORTATION OF RECITALS

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

COUNTY'S OBLIGATION/SCOPE OF SERVICES

A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.

B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.

C. Animal Control officers are considered:
"On duty":
Monday through Saturday 8 am to 5 pm.
"Off duty":
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays

D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
- Vicious/dangerous animal
- Animal attack/bite against a human

E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services. CITY will provide a 24 hour 7 day a week contact number. CITY agrees that if CITY representative cannot be contacted COUNTY will dispatch Animal Control as needed. CITY also agrees in such cases the CITY will be responsible for the service fees.

F. COUNTY agrees to transport all captured animals to the COUNTY Animal Shelter.

G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.

H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

CITY'S OBLIGATIONS

A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.

B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.

C. CITY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. Any service rendered by the COUNTY which will result in over $1,000.00 of charges to the CITY must be pre-approved by the CITY Administrator or Mayor

CITY RIGHTS PRESERVED

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

CONSIDERATION

A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.

B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. As Authorized per Local Government Code Section 118.131 (See Attachment A)

C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10th) day of every month and mailed to:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

D. The COUNTY will reevaluate all fees prior to October 1st. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January 1st All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

NOTICE OF NONAPPROPRIATION

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

DEFAULT

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL TERMS

The effective date of this agreement shall be October 1, 2016 and shall expire at midnight of September 30, 2017.

TERMINATION

A. **By Mutual Agreement**: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
B. **For Nonappropriation of funds**: As mentioned above, if the Parties fails to appropriate funds necessary for performance of the obligations under this Agreement, the other Party may terminate this Agreement.
C. **By Either party**: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the COUNTY on behalf of the CITY prior to termination shall be the responsibility of the CITY.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY

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

INDEPENDENT CONTRACTOR

A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

DISPUTE RESOLUTION

A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

D. **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

E. **Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

F. **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

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

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

C. **Notices.**

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

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

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

City of Chico
P.O. Box 37
Chico, TX 76431

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

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

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

F. **Entirety of the Agreement and Modifications**: This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

DATED to be effective the 1st day of October, 2016

WISE COUNTY

BY: _____

Wise County Judge

CITY OF CHICO

BY: _____

Title: Mayor Pro-Tem

ATTACHMENT A

Animal Control Fees:
Dogs & Cats:

Owner Fees
Impound/first day..... $ 20.00
(each day thereafter)..... $ 6.00
Euthanasia of owned animals..... $ 35.00
Quarantine Fee (10 days & Vet. Check)..... $ 135.00

City Fees
City fee per animal brought to shelter for euthanasia..... $ 35.00
City fee per animal picked up for euthanasia..... $ 50.00

Livestock:
Impound – per head
Large (Horse, Cow & Bull)..... $ 75.00
Small (Goat, Sheep, Hog & Flightless Bird)..... $ 50.00
Hauling/per head..... $ 50.00
Release fee/per head..... $ 25.00
Roundup, loading & care of livestock.....Assessed by Contractor

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17f.

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS §

§ **FISCAL YEAR 2016-2017**

COUNTY OF WISE §

THIS AGREEMENT is made and entered into by and between the CITY OF ALVORD, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's Department (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, ALVORD is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

WHEREAS, the Wise County Sheriff's Department is duly organized and functioning in accordance with the laws of the State of Texas; and

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

WHEREAS, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the CITY currently has a need for such Animal Control Services and is not equipped or able to render such services; and

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

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

INCORPORTATION OF RECITALS

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

COUNTY'S OBLIGATION/SCOPE OF SERVICES

A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.

B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.

C. Animal Control officers are considered:
"On duty":
Monday through Saturday 8 am to 5 pm.
"Off duty":
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays

D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
- Vicious/dangerous animal
- Animal attack/bite against a human

E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services. CITY will provide a 24 hour 7 day a week contact number. CITY agrees that if CITY representative cannot be contacted COUNTY will dispatch Animal Control as needed. CITY also agrees in such cases the CITY will be responsible for the service fees.

F. COUNTY agrees to transport all captured animals to the COUNTY Animal Shelter.

G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.

H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

CITY'S OBLIGATIONS

A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.

B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.

C. CITY agrees to pay all legally required fees (See Attachment A) associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. For any optional services, The COUNTY will seek preapproval from an authorized CITY representative if such services will result in charges over $250.00 for any one animal.

CITY RIGHTS PRESERVED

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

CONSIDERATION

A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.

B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. As Authorized per Local Government Code Section 118.131 (See Attachment A)

C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10th) day of every month and mailed to:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

D. The COUNTY will reevaluate all fees prior to October 1st. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January 1st. All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

NOTICE OF NONAPPROPRIATION

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

DEFAULT

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL TERMS

The effective date of this agreement shall be October 1, 2016 and shall expire at midnight of September 30, 2017.

TERMINATION

A. **By Mutual Agreement**: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
B. **For Nonappropriation of funds**: As mentioned above, if the Parties fails to appropriate funds necessary for performance of the obligations under this Agreement, the other Party may terminate this Agreement.
C. **By Either party**: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the COUNTY on behalf of the CITY prior to termination shall be the responsibility of the CITY.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY

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

INDEPENDENT CONTRACTOR

A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

DISPUTE RESOLUTION

A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

D. **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

E. **Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

F. **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

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

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

C. **Notices.**

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

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

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

City of Alvord
P.O. Box 63
Alvord, TX 76225

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

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

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

F. **Entirety of the Agreement and Modifications**: This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

DATED to be effective the 1st day of October, 2016

WISE COUNTY

BY: _____

Wise County Judge

CITY OF ALVORD

BY: _____

Title: MAYOR

CITY OF ALVORD, TEXAS
COUNTY OF WISE

ATTACHMENT A

Animal Control Fees:

Dogs & Cats:

Owner Fees

Impound/first day..... $ 20.00
(each day thereafter)..... $ 6.00
Euthanasia of owned animals..... $ 35.00
Quarantine Fee (10 days & Vet. Check)..... $ 135.00

City Fees

City fee per animal brought to shelter for euthanasia..... $ 35.00
City fee per animal picked up for euthanasia..... $ 50.00

Livestock:

Impound – per head
Large (Horse, Cow & Bull)..... $ 75.00
Small (Goat, Sheep, Hog & Flightless Bird)..... $ 50.00
Hauling/per head..... $ 50.00
Release fee/per head..... $ 25.00
Roundup, loading & care of livestock.....Assessed by Contractor

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INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS §

§ **FISCAL YEAR 2016-2017**

COUNTY OF WISE §

THIS AGREEMENT is made and entered into by and between the CITY OF RHOME, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's Department (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, RHOME is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

WHEREAS, the Wise County Sheriff's Department is duly organized and functioning in accordance with the laws of the State of Texas; and

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

WHEREAS, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the CITY currently has a need for such Animal Control Services and is not equipped or able to render such services; and

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

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

INCORPORTATION OF RECITALS

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

COUNTY'S OBLIGATION/SCOPE OF SERVICES

A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.

B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.

C. Animal Control officers are considered:
"On duty":
Monday through Saturday 8 am to 5 pm.
"Off duty":
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays

D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
- Vicious/dangerous animal
- Animal attack/bite against a human

E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services. CITY will provide a 24 hour 7 day a week contact number. CITY agrees that if CITY representative cannot be contacted COUNTY will dispatch Animal Control as needed. CITY also agrees in such cases the CITY will be responsible for the service fees.

F. COUNTY agrees to transport all captured animals to the COUNTY Animal Shelter.

G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.

H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

CITY'S OBLIGATIONS

A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.

B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.

C. CITY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. Any service rendered by the COUNTY which will result in over $1,000.00 of charges to the CITY must be pre-approved by the CITY Administrator or Mayor

CITY RIGHTS PRESERVED

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

CONSIDERATION

A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.

B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. As Authorized per Local Government Code Section 118.131 (See Attachment A)

C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10th) day of every month and mailed to:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

D. The COUNTY will reevaluate all fees prior to October 1st. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January 1st. All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

NOTICE OF NONAPPROPRIATION

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

DEFAULT

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL TERMS

The effective date of this agreement shall be October 1, 2016 and shall expire at midnight of September 30, 2017.

TERMINATION

A. **By Mutual Agreement**: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
B. **For Nonappropriation of funds**: As mentioned above, if the Parties fails to appropriate funds necessary for performance of the obligations under this Agreement, the other Party may terminate this Agreement.
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GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY

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

INDEPENDENT CONTRACTOR

A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

DISPUTE RESOLUTION

A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.
B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.
C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.
D. **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.
E. **Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.
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GENERAL PROVISIONS

A. **Severability Clause.** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.
B. **Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
C. **Notices.**

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

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

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

City of Rhome
P.O. Box 228
Rhome, TX 76078

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

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

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

F. **Entirety of the Agreement and Modifications**: This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

DATED to be effective the 1st day of October, 2016

WISE COUNTY

BY: _____

Wise County Judge

CITY OF RHOME

BY: Michelle Pittman

Title: Mayor

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STATE OF TEXAS	§	
	§	
COUNTY OF PARKER	§	
	§	
COUNTY OF WISE	§	**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 TRANSPORATION 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 county 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 or 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 COMPLICANCE 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 ELIGIBITY 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

Pursuant to a resolution of the
Commissioners Court of
Parker County, Texas
Passed the 12 day of
Sept 2016

Date signed 9-12-2016

Mike Rhater
Parker County Auditor

Parker County Sheriff
Parker County, Texas

Attorney Approval as to Form

Wise County Judge
Wise County, Texas

Pursuant to a resolution of the
Commissioners Court of
Wise County, Texas
Passed the 29 day of
August 2016

Date signed 8-29-16

Ann McCuston
Wise County Auditor

Wise County Sheriff
Wise County, Texas

Attorney Approval as to Form

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STATE OF TEXAS	§	
	§	
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 TRANSPORATION 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 county 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 or 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 COMPLICANCE 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 ELIGIBITY 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 20 day of Sept. 2016	Wise County Judge Wise County, Texas Pursuant to a resolution of the Commissioners Court of Wise County, Texas Passed the 29 day of August 2016
Date signed 9·20·16	Date signed 8-29-16
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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TEXAS MEDICAID & HEALTHCARE PARTNERSHIP
TMHP A STATE MEDICAID CONTRACTOR

PO Box 200795
Austin, TX 78720-0795
Fax: 1-512-514-4214

September 27, 2016

WISE COUNTY EMS
1101 W ROSE AVE
DECATUR TX 76234-3304

RE: Texas State Health-Care Programs Provider Application Reference #: 5988900

Dear WISE COUNTY EMS,

This letter is in response to the application for enrollment of WISE COUNTY EMS as a provider in Texas State Health-Care Programs, dated 6/17/2016. The Texas Medicaid & Healthcare Partnership (TMHP) handles the provider enrollment process on behalf of the Texas Health and Human Services Commission (HHSC).

HHSC has approved your application to become a Texas State Health-Care Programs provider for a term ending on 9/25/2021. HHSC's decision to approve your application is based in part on a recommendation from the HHSC Office of Inspector General (OIG). OIG's authority to make enrollment recommendations is found in Title 1 of the Texas Administrative Code (TAC) Chapter 371. HHSC's authority to make enrollment decisions is found in 1 TAC Chapter 352. Please note, at the end of this term, the Texas Provider Identifier (TPI) assigned to you will automatically terminate without advance notice. Accordingly, in order to participate beyond the contract term, it will be your responsibility to re-enroll within the given timeframe.

Texas Medicaid providers must adhere to the claims-filing deadlines described in the *Texas Medicaid Provider Procedures Manual*, Claims Filing section. All claims for services that are rendered to Texas Medicaid clients who do not have Medicare benefits are subject to a filing deadline of either 95 days from the date of service for in-state providers or 365 days from the date of service for out-of-state providers. If you are a returning provider that was issued the same Texas Provider Identifier (TPI) that was previously assigned to you, these deadlines also apply to you.

An exception is made for newly enrolled providers that are issued a new TPI. If you have been issued a new TPI, your claims must be received within 95 days of the date on which your new TPI was issued, and within 365 days of the date of service.

TMHP must receive all claims for the Children with Special Health Care Needs (CSHCN) Services Program within the required filing deadlines, regardless of enrollment status. Claims that are filed by a provider who has not yet received a provider identifier will be denied; however, if the provider has met the claim filing deadlines, the claims can be resubmitted or appealed after the CSHCN Services Program provider identifier has been assigned. The resubmitted claim may be considered for payment if TMHP receives it within 120 days of the date of denial. All other providers must adhere to the claims-filing deadlines described in the *CSHCN Services Program Provider Manual*, Claims Filing chapter.

Thank you for your participation in Texas State Health-Care Programs. If you have any questions or need assistance, please call the TMHP Contact Center at 1-800-925-9126 or the TMHP-CSHCN Services Program Contact Center at 1-800-568-2413.

TMHP Texas Medicaid & Healthcare Partnership
A STATE MEDICAID CONTRACTOR

Portal Ticket #: 14068777

Date Printed: Friday, June 24, 2016

NPI: 1891700753

Provider Name: WISE COUNTY EMS

Provider Enrollment: Application for Texas State Programs: Privacy Statement

Privacy Statement

With a few exceptions, Texas privacy laws and the Public Information Act entitle you to ask about the information collected on this form, to receive and review this information, and to request corrections of inaccurate information. The Health and Human Services Commission's (HHSC) procedures for requesting corrections are in Title 1 of the Texas Administrative Code, 1 TAC Â§351.17-Â§ 351.23 (although 351.20 should not be included in this citation range, as it deals with Promotoras and is unrelated to provider info).

If you have any questions or would like to request a correction, please contact the TMHP Contact Center at 1-800-925-9126, Monday through Friday, from 7 a.m. to 7 p.m., Central Time.

I Disagree

I do not agree with the above privacy statement and wish to return to the TMHP web site.

I Agree

I have read and understand the above privacy statement and wish to proceed to the provider enrollment web site.

Provider Enrollment: Application for Texas State Programs: Affordable Care Act Enrollment Requirements

Affordable Care Act Enrollment Requirements

Affordable Care Act (ACA) Requirements

In compliance with the Affordable Care Act of 2010 (ACA), all providers are subject to ACA screening procedures for newly enrolling and re-enrolling providers. All participating providers must be screened upon submission of an application, including, but not limited to:

- Applications for providers that are new to Texas Medicaid.
- Applications for providers that are requesting new practice locations.
- Applications for currently enrolled providers that must periodically revalidate their enrollment in Texas Medicaid.

Refer to Code of Federal Regulations (CFR) Title 42, Ch. IV, Part 455, Subpart E-Provider Screening and Enrollment; and Texas Administrative Code (TAC) Title 1, Part 15, Chapter 352, for the statutory provisions for these requirements.

Provider Screening

All providers are categorized by the Centers for Medicare & Medicaid (CMS)-defined risk levels of limited, moderate, and high based on an assessment of potential for fraud, waste, and abuse for each provider type. Providers will be screened according to their risk level and are subject to various screening activities for each risk level. Risk level assignments may be increased at any time at the discretion of HHSC. In these instances, the provider will be notified by HHSC, and the new risk level will apply to enrollment-related transactions.

Provider Revalidation

In compliance with ACA, TMHP is required to revalidate the enrollment of all providers at least every three to five years depending on provider type. Providers will receive notification that they are required to revalidate before their revalidation deadline. The ACA screening criteria applies during revalidation. Providers that do not revalidate their enrollment by the designated date will be disenrolled and will no longer receive reimbursement from Texas Medicaid.

Surety Bond

DME suppliers are required to submit proof of a valid surety bond when submitting: 1) an initial enrollment application to enroll in Texas Medicaid, 2) an enrollment application to establish a new practice location, 3) an enrollment application for re-enrollment in Texas Medicaid.Ambulance providers attempting to renew their Emergency Medical Services (EMS) license to submit a surety bond to TMHP for each license they are attempting to renew. A copy of the surety bond must also be attached to an application for renewal of an EMS license when submitted to the Department of State Health Services (DSHS).

The Surety Bond Form can be found on the TMHP website at www.tmhp.com/Pages/Medicaid/medicaid_forms.aspx.

Provider Enrollment: Application for Texas State Programs: Introductions and Provider Agreement

Introductions and Provider Agreement

Dear Health-care Professional:

Thank you for your interest in becoming a Texas State Health-Care Programs provider. Participation by providers in Texas State Health-Care Programs is vital to the successful delivery of healthcare services, and we welcome your application for enrollment.

As a potential new provider to Texas State Health-Care Programs, you must follow certain claims filing procedures while completing the enrollment process. *This is particularly important if you render services to clients before you are enrolled.*

To access the Texas Medicaid Provider Procedures Manual and Children with Special Health Care Needs (CSHCN) Services Program Provider Manual, visit **www.tmhp.com** and select "Find Publications/File Library" under the "I would like to..." menu on the right-hand side of the page. Select "Provider Manuals" from the menu to view the provider manuals.

There is no guarantee your application will be approved for processing or you will be assigned a Texas Provider Identifier (TPI) number. If you make the decision to provide services to a Texas State Health-Care Programs client prior to approval of the application, you do so with the understanding that, if the application is denied, claims will not be payable by Texas State Health-Care Programs and the law also prohibits you from billing the Texas State Health-Care Programs client for services rendered.

Important Information - Please Read

When medical services are rendered to a Medicaid client in Texas, TMHP must receive claims within 95 days of the DOS on the claim.

- Claims submitted by newly enrolled providers must be received within 95 days of the date the new provider identifier is issued, and within 365 days of the DOS.
- TMHP must receive claims on behalf of an individual who has applied for Medicaid coverage but has not been assigned a Medicaid number on the DOS within 95 days from the date the eligibility was added to the TMHP eligibility file (add date) and within 365 days of the date of service or from the discharge date for inpatient claims.
  * If a client becomes retroactively eligible or loses Medicaid eligibility and is later determined to be eligible, the 95-day filing deadline begins on the date that the eligibility start date was added to TMHP files (the add date). However, the 365-day federal filing deadline must still be met.
- When a service is a benefit of Medicare and Medicaid, and the client is covered by both programs, the claim must be filed with Medicare first. TMHP must receive Medicaid claims within 95 days of the date of Medicare disposition.
- When a client is eligible for Medicare Part B only, the inpatient hospital claim for services covered as Medicaid only is sent directly to TMHP and subject to the 95-day filing deadline (from date of discharge).
- TMHP must receive claims from out-of-state providers within 365 days from the DOS. The DOS is the date the service is provided or performed.

TMHP must receive all CSHCN Services Program claims within the required filing deadlines regardless of enrollment status. Claims filed while waiting to receive a provider identifier are denied. However, after a provider identifier (TPI) is assigned, the provider can resubmit or appeal the claims that were denied while waiting for confirmation of enrollment. The resubmitted claim will be considered for payment if received by TMHP within 120 days of the denial date. Inpatient claims filed by a hospital must be submitted to TMHP within 95 days of the discharge date. Hospitals may submit interim claims prior to discharge, which must be submitted to TMHP within 95 days of the last date of service on the claim. Outpatient hospital services must be submitted to TMHP within 95 days of the date of service. All other claims must be submitted to TMHP within 95 days of each date of service.

The Texas Medicaid Provider Procedures Manual and the Children with Special Health Care Needs (CSHCN) Services Program Provider Manual contains important information about provider responsibilities, filing deadlines and procedures, and much more. It is also available for you to download at **www.tmhp.com** or you may call **1-800-925-9126** to request a printed copy.

For information about TPI requirements, the status of your enrollment, or claims submission, call **TMHP Contact Center toll-free at 1-800-925-9126 or the TMHP-CSHCN Services Program Contact Center at 1-800-568-2413**. TMHP customer service representatives are available Monday through Friday from 7 a.m. to 7 p.m. central standard time.

Thank you for your applying to become a Texas State Health-Care Programs provider.

Sincerely,
Ira Bell, III, M.D., M.B.A.
TMHP Chief Medical Officer

Provider Enrollment : Initial Checklist

Print Checklist

In order to move through this application efficiently please prepare with these three important steps:

1. **Prepare**

   The application will take approximately 30 minutes to complete. Gather the following pieces of information to complete your application:

   - National Provider Identifier (NPI)
   - Primary Taxonomy Code
   - Texas Provider Identifier (TPI) (if applicable)
   - Professional license information (professional licensing board, professional license number, state, etc.) All licensure must be current and not expired within 30 days.
   - Social Security Number
   - Employer's Tax Identification Number
   - Medicare intermediary, certification number (if applicable) and effective date
   - Driver's license number and expiration date
   - CLIA certification information (number and physical address)
   - Texas Education Association (TEA) Number (if applicable)
   - Electronic funds information (bank name, phone number, address, ABA/Transit number, account number, etc.)
   - Surety Bond (if applicable)
   - License/Certification/Accreditation Information (if applicable)

2. **Complete**

   - Any fields marked with a red dot are required.
   - Any addresses listed on the application will be validated against United States Postal Service (USPS) records to confirm the address is valid and conforms to USPS standards.
   - By clicking "Continue and Save" you will be taken to the next page of the application and the data entered on the previous screen will be saved.
   - The application will time out after 30 minutes if no action is taken.
   - If you are unable to complete the application in one session, you can click "Continue and Save" and log off.
   - By clicking "Save as Template" you will be able to create a template of your application that you will be able to reuse for multiple enrollments.
   - To continue a previously saved application or if you received a timeout error:
     - Log into the Provider Enrollment portion of www.tmhp.com
     - Click View Existing Transactions.
     - Click on the Portal Ticket number to open and continue the application.

3. **Review**

   - Review the final checklist available on the Application Submitted screen.
   - Print confirmation letter and required documentation.
   - All correspondence related to this application (i.e., enrollment denials, deficiency letters) will also be mailed to the physical address listed on your application unless otherwise requested. Submit a cover letter listing the contact address and phone number to have deficiency letters mailed elsewhere.
   - Mail in confirmation letter, signed agreements, and the required additional documentation to the following address:

     Mailing Address:
     Texas Medicaid & Healthcare Partnership
     ATTN: Provider Enrollment
     PO Box 200795
     Austin, TX 78720-0795

     Physical Address:
     Texas Medicaid & Healthcare Partnership
     ATTN: Provider Enrollment
     12357-B Riata Trace Pkwy.
     Austin, TX 78727

4. **Out of State Providers**

   Send proof of meeting one of the following criteria:

   - A medical emergency documented by the attending physician or other provider.
   - The client's health is in danger if he or she is required to travel to Texas.
   - Services are more readily available in the state where the client is located.
   - The customary or general practice for clients in a particular locality is to use medical resources in the other state.
   - All services provided to adopted children receiving adoption subsidies (these children are covered for all services, not just emergency).
   - Other out-of-state medical care may be considered when prior authorized.

- The services are medically necessary and the nature of the service is such that providers for this service are limited or not readily available within the state of Texas.
- The services are medically necessary services to one or more dually eligible recipients (i.e., recipients who are enrolled in both Medicare and Medicaid)
- The services are provided by a pharmacy that is a distributor of a drug that is classified by the U.S. Food and Drug Administration (FDA) as a limited distribution drug.
- The services are medically necessary and one or more of the following exceptions for good cause exist and can be documented:
    - Texas Medicaid enrolled providers rely on the services provided by the applicant.
    - Applicant maintains existing agreements as a participating provider through one or more Medicaid managed care organizations (MCO) and enrollment of the applicant leads to more cost-effective delivery of Medicaid services.
- A laboratory may participate as an in-state provider, regardless of the location where any specific service is performed or where the laboratory's facilities are located if:
    - The laboratory or an entity that is a parent, subsidiary, or other affiliate of the laboratory maintains laboratory operations in Texas;
    - The laboratory and each entity that is a parent, subsidiary, or other affiliate of the laboratory, individually or collectively, employ at least 1,000 persons at places of employment located in this state; and
    - The laboratory is otherwise qualified to provide the services under the program and is not prohibited from participating as a provider under any benefit programs administered by a health and human services agency, including HHSC, based on conduct that constitutes fraud, waste, or abuse.

Provider Enrollment: Application for Texas State Programs: Useful Information - Please Read

Frequently Asked Questions

Q. How long does it take to process an enrollment application?

A. It takes up to 60 days to process the enrollment application once TMHP has received all of the information that is necessary to process it. It may take longer in special circumstances.

Q. Can I submit a temporary license?

A. TMHP only accepts temporary licenses from physicians and physician assistants.

Q. Do I have to notify TMHP when I receive my full license or when I update my license?

A. Yes. Providers are also required to submit to TMHP, within 10 days of occurrence, notice that the providerâ€™s license or certification has been partially or completely suspended, revoked, or retired. Not abiding by this license and certification update requirement may impact a providerâ€™s qualification to continued participation in Texas Medicaid.

Q. Should I send my application by regular or certified mail, or should I send it through an express mail service?

A. Do not send certified mail to TMHP. You can send your application by regular mail, but TMHP recommends using an express service, like FedEx or UPS, so that you have a tracking number, a delivery receipt, and a guarantee of quick delivery. Send express mail to our physical address:

TMHP Provider Enrollment
12357B Riata Trace Parkway
Austin, TX 78727

Q. How will I receive my new Texas Provider Identifier (TPI)?

A. Notification letters are printed the business day after an application has been processed. Notifications are mailed to the physical address listed on the application. New providers will also receive a welcome packet that includes orientation information and other important documents.

Q. Does TMHP supply claim forms?

A. TMHP does not supply CMS-1500, Dental ADA, or UB-04 claim forms. You can buy the forms at any medical office supply store. You can submit claims online for free using TexMedConnect.

Q. Should I wait to submit claims until I receive a TPI?

A. No. Please refer to â€œRead Filing Deadline Informationâ€? in the Useful Information section for more information about claims filing deadlines.

Q. As a Medicaid provider, how long do I have to retain records about the services I render?

A. You must retain records for a minimum of five years from the date of service or until all audit questions, appeal hearings, investigations, and court cases have been resolved. Freestanding rural health clinics (RHCs) must retain records for six years. Hospital-based RHCs must retain records for 10 years. The records retention requirements do not affect any time limits for pursuing administrative, civil, or criminal claims.

Q. How do I update my address, phone number, and other information?

A. You can update your information through your provider portal account on www.tmhp.com. Providers can only update some of their information online. All other information must be updated using the Provider Information Change Form. Providers can update the following information online:

- Address, telephone numbers, and office hours
- Languages spoken
- Additional sites where services are provided
- Accepting new patients
- Additional services offered
- Client age or gender limitations
- Counties served
- Medicaid waiver programs

Q. How long is my enrollment active?

A. All providers are enrolled under a limited enrollment as regulated by Title 42 Code of Federal Regulations (CFR) Â§455.414, and Title 1 Texas Administrative Code (TAC) Â§352.5, and Â§352.9. Providers are required to revalidate their enrollment at least every 3 to 5 years.

Providers must notify TMHP of any changes to their enrollment by submitting the Provider Information Change (PIC) Form, which is available on the Forms page of the TMHP website at www.tmhp.com.

Claims Filing and Filing Deadline Information

There is no guarantee that your application will be approved for processing or that you will be assigned a Texas Provider Identifier (TPI). If you decide to provide services to a Medicaid client before your application has been approved, you do so with the understanding that, if your application is denied, Texas Medicaid will not pay the claims and that the law also prohibits you from billing the Medicaid client for the services that you provided.

If you render services to Medicaid clients before you receive your TPI, you must follow the claims filing procedures and meet the filing deadlines that are specified in the most current Texas Medicaid Provider Procedures Manual.

When a service is a benefit of Medicare and Medicaid, and the client is covered by both programs, the claim must be filed with Medicare first. TMHP only processes one client per Medicare RA. For multiple clients, submit one copy per client. TMHP must receive Medicaid claims within 95 days from the date of Medicare disposition. Providers submit the Medicare Remittance Advice Notice (MRAN) with the client's Medicaid number to TMHP. When a client is eligible for Medicare Part B only, the inpatient hospital claim for services covered as Medicaid only is sent directly to TMHP and subject to the 95-day filing deadline (from date of discharge).

All claims for services rendered to Medicaid clients who do not have Medicare benefits are subject to a filing deadline from date of service of:

- 95 days of the date of service on the claim, or within 95 days from the date a new provider identifier is issued for instate providers and providers located within 50 miles of the Texas state border
- 365 days for OUT-OF-STATE providers or from the discharge date for inpatient claims

Providers who render services to a Medicaid client before they complete the enrollment process and receive a TPI must submit claims within the following deadlines:

- Newly enrolled providers:
  - TMHP must receive claims that were submitted by instate providers and providers located within 50 miles of the Texas state border within 95 days of the date on which the new provider identifier was issued.
  - TMHP must receive the claims within 365 days of the date of service (DOS) (i.e., the date on which the service was provided or performed).
- Newly enrolled clients:
  - TMHP must receive the claims within 95 days of the date on which the clientâ€™s eligibility was added to the TMHP eligibility file (i.e., the â€œadd dateâ€?).
  - TMHP must receive the claims within 365 days of the DOS for professional or outpatient claims or within 365 days of the discharge date for inpatient claims.
- Clients with retroactive eligibility:
  - TMHP must receive the claims within 95 days of the date on which the clientâ€™s eligibility was added to the TMHP eligibility file (i.e., the â€œadd dateâ€?).
  - TMHP must receive the claims within 365 days of the DOS for professional or outpatient claims or within 365 days of the discharge date for inpatient claims.
- Clients with dual Medicare and Medicaid eligibility:
  - When the rendered service is a benefit of Medicare and Medicaid, the claim must be submitted to Medicare first. TMHP must receive the claim for Medicaidâ€™s portion of the payment within 95 days of the date of the Medicare disposition.
  - When a client is only eligible for Medicare Part B, the inpatient hospital claim is sent directly to TMHP. TMHP must receive the inpatient claim within 95 days of the date of discharge.

Note: TMHP only processes one client per Medicare RA. For multiple clients, submit one copy per client.

The Texas Health and Human Services Commission (HHSC) established these deadlines.

Therefore, providers must submit all claims for services that have been provided to Medicaid clients to the following address within the 95-day filing deadline.
Texas Medicaid & Healthcare Partnership
PO Box 200555
Austin, TX 78720-0555

Providers with a pending application should submit any claims that are nearing the 365-day deadline from the date of service. Claims will be rejected by TMHP until a provider identifier is issued. Providers can use the TMHP rejection report as proof of meeting the 365-day deadline and submit an appeal. Procedures for appealing denied or rejected claims are included on the Remittance and Status (R&S) report and in the *Texas Medicaid Provider Procedures Manual.*

TMHP must receive all CSHCN Services Program claims within the required filing deadlines regardless of enrollment status. Claims filed while waiting to receive a provider identifier are denied. However, after a provider identifier (TPI) is assigned, the provider can resubmit or appeal the claims that were denied while waiting for confirmation of enrollment. The resubmitted claim will be considered for payment if received by TMHP within 120 days of the denial date.

Inpatient CSHCN Services Program claims filed by a hospital must be submitted to TMHP within 95 days of the discharge date. Hospitals may submit interim claims prior to discharge, which must be submitted to TMHP within 95 days of the last date of service on the claim. Outpatient hospital services must be submitted to TMHP within 95 days of the date of service. All other CSHCN Services Program claims must be submitted to TMHP within 95 days of each date of service. Procedures for appealing denied or rejected claims are included on the Remittance and Status (R&S) report and in the *Children with Special Health Care Needs (CSHCN) Services Program Provider Procedures Manual.*

Limited ("Lock-In") Information

Clients are placed in the Limited Program if, on review by HHSC and the Office of Inspector General (OIG), their use of Medicaid services shows duplicative, excessive, contraindicated, or conflicting health care services and/or drugs; or if the review indicates abuse, misuse, or fraudulent actions related to Medicaid benefits and services. Clients qualifying for limited primary care provider status are required to choose a primary care provider. The provider can be a doctor, clinic, or nurse practitioner in the State Healthcare Programs. If a limited candidate does not choose an appropriate care provider, one is chosen for the client by HHSC/OIG after obtaining an agreement from the provider. The provider is responsible for determining appropriate medical services and the frequency of such services. A referral by the primary care provider is required if the client is treated by other providers.

Change of Ownership (CHOW)

Under procedures set forth by the Centers for Medicare and Medicaid Services (CMS) and HHSC, a change in ownership of a facility does not terminate Medicare eligibility. Therefore, Medicaid participation may be continued provided that the new owners comply with the following requirements:

1. Obtain recertification as a Title XVIII (Medicare) facility under the new ownership.
2. Complete new State Healthcare Programs provider enrollment packet.
3. Provide TMHP with copy of the Contract of Sale (specifically, a signed agreement that includes the identification of previous and current owners).
4. Give a listing of ALL provider numbers/TPIs affected by the change in ownership.
5. Complete and submit the CHOW Questionnaire and Statement.

Communication Information

Enrollment Applications:

Mailing Address:
Texas Medicaid & Healthcare Partnership
ATTN: Provider Enrollment
PO Box 200795
Austin, TX 78720-0795

Physical Address:
Texas Medicaid & Healthcare Partnership
ATTN: Provider Enrollment
12357-B Riata Trace Pkwy.
Austin, TX 78727

Claims:

Texas Medicaid & Healthcare Partnership
PO Box 200555
Austin, TX 78720-0555

Comprehensive Care Program (CCP) Provider Customer Service..... 1-800-846-7470

TMHP Contact Center..... 1-800-925-9126

TMHP Electronic Data Interchange (EDI) Help Desk..... 1-888-863-3638

Provider Enrollment : Application for Texas State Programs

Delivery Notification
You will be notified of application deficiencies by e-mail unless you choose to receive the paper notification by mail. Choosing to opt out of receiving a notification will increase your overall processing time on your application. TMHP strongly encourages you to receive enrollment notifications via email.

☐ I wish to receive my deficiency notifications by mail

Application Type Identification

Please select all the programs you would like to enroll in:

- ☑ Traditional Medicaid
- ☐ THSteps Medical — For more information about the Texas Health Steps Medical program, click here.
- ☐ CSHCN Services Program — For more information about the Children with Special Health Care Needs (CSHCN) Services Program, click here.
- ☐ THSteps Dental — For more information about the Texas Health Steps Dental (Oral Health) program, click here.
- ☐ Medical Transportation Program (MTP)
- ☐ Ordering and Referring-Only Provider

EXPLANATION OF PREREQUISITES TO ENROLL WITH THSteps Medical:

- Applicant must be currently enrolled in the Texas Medicaid Program
- Please refer to your Texas Medicaid Provider Procedures Manual to verify specific conditions for each provider type.

The following provider types can enroll into THSteps using this form:

- Physicians
- Family and Pediatric Nurse Practitioners
- Certified Nurse Midwives enrolled as providers of THSteps medical checkups for newborns younger than 2 months of age and adolescent females.
- Women's health care nurse practitioners enrolled as providers of THSteps medical checkups for adolescent females
- Adult nurse practitioners enrolled as providers of THSteps checkups for adolescents
- Health care providers or facilities (public or private) capable of performing the required medical checkup procedures under a physician's direction.

A new enrollment application must be completed and a new provider identifier must be issued when one of the following changes:

- Medicare Number-If Medicare has issued a new Medicare number, the provider must complete and submit a Texas Medicaid Provider Enrollment Application in order to enroll the new location or with a new group.
- Ownership-The new owner must do the following
-
    - Obtain recertification as a Title XVIII (Medicare) facility under the new ownership
    - Complete the Texas Medicaid Provider Enrollment Application
    - Provide TMHP with a copy of the Contract of Sale (specifically, a signed agreement that includes the identification of previous and current owners)
    - Provide a listing of all of the provider identifiers affected by the change of ownership
- Provider Status (individual, group, performing provider, or facility)-Providers leaving group practices must send a signed letter on company letterhead to TMHP that states the date of termination. The letter should include the provider identifier, effective date of termination, and the group's provider identifier. The letter should be signed by an authorized representative of the group or the individual provider leaving the group. If the provider is joining a new group practice or enrolling as an individual, the provider must complete and submit a Texas Medicaid Provider Enrollment Application to request enrollment in the new group or as an individual provider.
- Physical Address-If a provider is changing an address, and the address is within the Medicare locality, the provider must complete and submit a Provider Information Change (PIC) Form. A W9 is required if the provider is changing the mailing address. If the address is not within the Medicare locality and Medicare has issued a new Medicare number, the provider must complete and submit a Texas Medicaid Provider Enrollment Application in order to enroll the new location. Dental providers must complete a TMHP Dental Provider Enrollment Application for each practice location.
- Provider Type-Providers must submit a separate Texas Medicaid Provider Enrollment Application for each provider type enrollment requested.

NOTE: Texas Health Steps providers must enroll in Texas Vaccines for Children's Programs to receive free vaccines. Applications may be downloaded at http://www.dshs.state.tx.us/immunize/forms/6-102.pdf or you may call 1 (800) 252-9152 for more information. Medicaid does not reimburse for vaccines that are available from VFC.

EXPLANATION OF REQUIRED ATTACHMENTS FOR ENROLLMENT USING THIS FORM:

- A current IRS W-9 form must be submitted with your completed Enrollment into Texas Health Steps
- Copy of current license and/or any appropriate certifications that does not expire within 30 days
- Approval letter must be attached if required for the program in which you are seeking enrollment
- Provider Information Form (PIF-1) for the provider seeking enrollment into an additional program if the Texas Medicaid Provider Enrollment Application was completed more than 12 months ago
- Principal Information Form (PIF-2) for all owners and principals parties if the Texas Medicaid Provider Enrollment Application was completed more than 12 months ago
- Disclosure of Ownership if the Texas Medicaid Provider Enrollment Application was completed more than 12 months ago.

DISCLAIMER:

- The signature provided on page three of the Enrollment into Texas Health Steps must be signed by the person who is seeking enrollment into an additional program.
-
    - The provider's signature is required on the attached document for any/all enrollment requests for individual practitioner provider numbers.
    - Signatures by the authorized representative of a group or facility only is acceptable for enrollment requests for group/facility provider numbers
- By signing page three of the Application for Enrollment into Texas Health Steps, the provider is agreeing to an extension of the terms included in the Provider Agreement for the provider number listed on page three

Provider Enrollment : Application for Texas State Programs: Provider Type Identification Form

Provider Type Identification

- **Applicant is enrolling as:** ○ Individual ○ Performing Provider ○ Group ● Facility
- ☐ I understand that in the future if I wish to seek reimbursements for services performed to Medicaid recipients I must submit a new enrollment application to be eligible for Medicaid billing.
- **Are you using a Medicare certification number for this enrollment?** ● Yes ○ No To access the Medicare Number Required Provider List Click here.

Do not continue with this application if your Medicare certification number is pending. Once you have received a Medicare certification number, you may submit an online application for enrollment into Texas State Health-Care Programs. Your enrollment effective date will be retroactive to your Medicare certification date. Claims submitted by newly-enrolled providers must be received within 95 days of the date the new provider identifier is issued, and within 365 days of the date of service.

If you are one of the following provider types that is eligible for a Medicare waiver, you may continue with the online application: Audiologist, Dentist (D.D.S., D.M.D.), Nurse Practitioner/Clinical Nurse Specialist (NP/CNS), Optometrist (OD), Orthotist, Physician (DO), Physician (MD), Physician Assistant, Prosthetist.

If you are not one of these types of providers and your provider type is enabled in the Traditional Services box below, you may continue with the online application without a Medicare waiver.

If the provider type you wish to enroll as is not available for selection in the Traditional Services box below, you must submit a paper application for enrollment into Texas State Health-Care Programs.

NPI/API: 1891700753
Please click Verify NPI to validate the NPI you are enrolling against NPPES data.

If you do not have an NPI, choose a provider type: - select -
If the appropriate Provider Type is not available, you are not eligible to enroll as an A-Typical Provider.

CSHCN Services Program
☑ I do not wish to participate as a provider for the Children with Special Health Care Needs (CSHCN) Services Program.

Traditional Services

- ☑ Ambulance/Air Ambulance
- ☐ Ambulatory Surgical Center (ASC)
- ☐ Anesthesiologist Assistant (AA)
- ☐ Audiologist
- ☐ Birthing Center
- ☐ Catheterization Lab
- ☐ Certified Nurse Midwife (CNM)
- ☐ Certified Registered Nurse Anesthetist (CRNA)
- ☐ Chemical Dependency Treatment Facility
- ☐ Chiropractor
- ☐ Clinic/Group Practice
- ☐ Community Mental Health Center
- ☐ Comprehensive Health Center (CHC)
- ☐ Comprehensive Outpatient Rehabilitation Facility (CORF)
- ☐ Consumer Directed Services Agency (CDSA)
- ☐ Dentist
- ☐ Durable Medical Equipment (DME)
- ☐ Family Planning Agency
- ☐ Federally Qualified Health Center (FQHC)
- ☐ Federally Qualified Look-alike (FQL)
- ☐ Federally Qualified Satellite (FQS)
- ☐ Freestanding Psychiatric Facility
- ☐ Freestanding Rehabilitation Facility
- ☐ Genetics
- ☐ HCSSA
- ☐ Hearing Aid
- ☐ Home Health
- ☐ Hospital - In-State
- ☐ Hospital Ambulatory Surgical Center (HASC)
- ☐ Hospital - Military
- ☐ Hospital - Out-of-State
- ☐ Hyperalimentation
- ☐ Independent Diagnostic Testing Facility
- ☐ Independent Lab (Physician Involvement)
- ☐ Independent Lab (No Physician Involvement)
- ☐ Indian Health Services (IHS)
- ☐ Licensed Marriage and Family Therapist (LMFT)
- ☐ Licensed Midwife
- ☐ Licensed Professional Counselor (LPC)
- ☐ Maternity Service Clinic (MSC)
- ☐ Mental Retardation Diagnostic Evaluation (MRDE)
- ☐ Medical Transportation Program (MTP)
- ☐ Milk Bank Donor
- ☐ Nurse Practitioner/Clinical Nurse Specialist
- ☐ Occupational Therapist (OT)
- ☐ Optician
- ☐ Optometrist (OD)
- ☐ Orthotist
- ☐ Outpatient Rehabilitation Facility (ORF)
- ☐ Personal Assistant Services
- ☐ Pharmacist
- ☐ Pharmacy Group
- ☐ Physical Therapist (PT)
- ☐ Physician (DO)
- ☐ Physician (MD)
- ☐ Physician Assistant
- ☐ Physiological Lab
- ☐ Podiatrist
- ☐ Portable X-Ray
- ☐ Prosthetist
- ☐ Prosthetist-Orthotist (Choose if licensed as both)
- ☐ Psychologist
- ☐ Qualified Rehabilitation Professional
- ☐ Radiation Therapy Center
- ☐ Radiological Lab
- ☐ Renal Dialysis Facility
- ☐ Respiratory Care Practitioner
- ☐ Rural Health Clinic - Hospital, Freestanding
- ☐ Skilled Nursing Facility
- ☐ Specialized/Custom Wheeled Mobility
- ☐ Social Worker (LCSW)
- ☐ SHARS - School, Co-Op or School-based health center
- ☐ SHARS - Non-School
- ☐ Service Responsibility Option (SRO)
- ☐ TB Clinic
- ☐ Vision Medical Supplier (VMS)

- ● ☐ I certify my practice is limited to individuals' birth through 20 years of age. I understand if Medicare certification is obtained during or after the completion of the Texas State Health-Care Programs enrollment application, I will be required to submit a new enrollment application listing this Medicare certification information. Performing providers cannot request a Medicare Waiver when joining a group that is Medicare enrolled. **A signed Explanation / Justification letter on company letterhead must be submitted to TMHP with submission of this application's signature page for consideration of the Medicare Waiver Request.**
- ☐ I certify that the service(s) I render is/are not recognized by Medicare for reimbursement. I further certify the claims for these services will not be billed to Medicare (this includes Medicare crossover claims). I understand if Medicare certification is obtained during or after the completion of the Texas State Health-Care Programs enrollment application, I will be required to submit a new enrollment application listing this Medicare certification information. Performing providers cannot request a Medicare Waiver when joining a group that is Medicare enrolled. **A signed Explanation / Justification letter on company letterhead must be submitted to TMHP with submission of this application's signature page for consideration of the Medicare Waiver Request.**

Case Management Services

- ☐ Early Childhood Intervention (ECI)
- ☐ MH Case Management
- ☐ MH Case Management/MH Rehabilitative Services
- ☐ MH Rehabilitative Services
- ☐ Case Management for Children and Pregnant Women (CPW)
- ☐ Blind Children's Vocational Discovery & Development Program
- ☐ Women, Infants & Children (WIC) - Immunization Only
- ☐ Youth Empowerment Services (YES) Waiver
- ☐ Home and Community Based Services - Adult Mental Health

Comprehensive Care Services (CCP)

- [ ] Dietitian
- [ ] Licensed Vocational Nurse
- [ ] Occupational Therapist (OT-CCP)
- [ ] Pharmacy
- [ ] Physical Therapist (PT-CCP)
- [ ] Prescribed Pediatric Extended Care Center
- [ ] Registered Nurse
- [ ] Social Worker (LCSW-ACP)
- [ ] Speech Therapist (SLP)

Texas Health Steps Medical(THSteps) Services (EPSDT):

- [x] I do not wish to participate as a provider for THSteps preventative medical check ups.

Texas Vaccines for Children Program:

- **Do you currently receive free vaccines from the State of Texas?**
(If "no", please answer the next question.)
○ Yes ● No

Does your clinic/practice provide routine recommended vaccines to children ages 0 to 18 years?
If yes, click here to access the TVFC form.
○ Yes ● No

Provider Enrollment : Application for Texas State Programs: Provider Type Specific

Name of Provider Enrolling:

- Group / Company or Last Name: **WISE COUNTY EMS**
- First Name:
- Middle Initial:
- Are you a private or public person/entity? ○ Private ◉ Public
- Are you a person or entity? ○ Person ◉ Entity

Facilities Only:

- Is this a freestanding facility? ◉ Yes ○ No
- Is this a hospital-based facility? ○ Yes ◉ No
- Is this an ESRD facility? ○ Yes ◉ No
- If yes, what is your composite rate?

Provider Enrollment : Application for Texas State Programs: Provider Specialty/Taxonomy

You are required to complete this screen for every provider type that you are enrolling per Enrollment guidelines.

Program: Traditional Medicaid
Services: Ambulance/Air Ambulance

Please select your taxonomies

TMHP has reviewed and assigned all taxonomy codes that reflect services that are a benefit of the Texas State Programs. The taxonomy codes that are listed are specific to the services rendered by the provider type and specialty that you have chosen.

If you are enrolling as a group you will be asked to assign a taxonomy code for the group TPI and each of the performing providers in the group. The group TPI will have the taxonomy code that describes either a multi specialty or single specialty group. The performing provider will have a choice of taxonomy codes specific to the services rendered for the provider.

Primary Specialty: **Ambulance service**

Sub-Specialty: (If applicable)

Re-Enrolling TPI: **088232601**

If the TPI is not found, please contact your Administrator to have the appropriate TPI linked to your account to continue with application process.

Provider demographic information in this application will be pre-populated based on the TPI selected above. If your Administrator is unable to link the correct TPI to your account, please contact the EDI Help Desk at 1-888-863-3638.

Available Codes:

Click here to view Taxonomy definitions from the Washington Publishing Company.

*** Primary Taxonomy Code:**
3416L0300X

Secondary Taxonomy Codes:
(Maximum 15 codes allowed)

Enter Texas Non-Enrolled Taxonomy Code:

All letters in taxonomies must be capitalized.

This button will enable after clicking "Retrieve Taxonomies" above.

Texas Non-Enrolled Taxonomy Codes:
(Maximum of 5 Codes Allowed)

Provider Enrollment : Application for Texas State Programs: Provider Demographics

Existing Medicaid Texas Provider Identifiers (TPIs):
(Please list all other assigned Texas Medicaid TPIs)

Existing TPIs: 088232601

◆ Do you want to be a limited provider? (•) Yes ( ) No

Group/ Company or Last Name: WISE COUNTY EMS

First Name:

Middle Initial:

D.B.A.: WISE COUNTY EMS

Social Security Number:

Date of Birth: mm/dd/yyyy

Provider Business Email:

Provider Business Web Site Address:

Physical Address:
(Where services are rendered to clients and to be included and displayed in the Online Provider Lookup)

◆ Street: 1101 W Rose Ave

Suite:

◆ City: Decatur

◆ State: Texas

◆ ZIP Code: 762343304

Accounting / Billing Address:
(Where provider information is to be sent)

☐ Same as physical address

Street: PO BOX 941608

Suite:

City: HOUSTON

State: Texas

ZIP Code: 770948608

◆ Phone Number: 9406272002 ext. 222

Fax Number: 9406277521

Business Fax Number: 8665795325

◆ Select a reason for applying to join Texas State Health-Care Programs: Re-enrolling a provider under an existing provider identifier

☐ Surety Bond

◆ Legal Name According to the I.R.S.:
(Identical to W-9)
COUNTY OF WISE

◆ Employer's Tax I.D. Number: 756001203

◆ Accepting New Clients? (•) Yes ( ) No

◆ Gender Limitations: Both

◆ Counties Served: Wise

Client Age Restrictions: 0 TO 105

Provider Enrollment : Application for Texas State Programs: Provider Information Form (PIF-1)

Instructions

Each Provider must complete this Provider Information Form (PIF-1) before enrollment. A provider is any person or legal entity that meets the definition below.

Each Provider must also complete a Principal Information Form (PIF-2) for each person who is a Principal of Provider (see the PIF-2 form for a complete definition of every person who is considered to be a Principal of Provider).

All questions on this form must be answered by or on behalf of the Provider, by ALL provider types.

The Provider or a duly authorized representative of the Provider must personally review this completed form and certify to the validity and completeness of the information provided by signing the HHSC Medicaid Provider Agreement.

"Provider" - Any person or legal entity, including a managed care organization and their subcontractors, furnishing Medicaid services under a provider agreement or contract in force with a Medicaid operating agency, and who has a provider number issued by the Commission or their designee to:

- provide medical assistance, Medicaid, under contract or provider agreement with the Commission or its designee; or
- provide third party billing services under a contract or provider agreement with the Commission or its designee

A "Third-Party Biller" is a type of "Provider" under the above definition and is a person, business, or entity that submits claims on behalf of an enrolled health-care provider, but is not the health-care provider or an employee of the health-care provider. For these purposes, an employee is a person for which the health-care provider completes an IRS Form W-2 showing annual income paid to the employee.

Group/ Company or Last Name:	WISE COUNTY EMS
First Name:	
Middle Initial:	
Title/Degree:	
National Provider Identifier (10 digit):	1891700753
Maiden Name:	
Other Alias or Nicknames ever used:	

Physical Address:		Accounting/ Billing Address:	
Street:	1101 W Rose Ave	Street:	PO BOX 941608
Suite:		Suite:	
City:	Decatur	City:	HOUSTON
State:	Texas	State:	Texas
ZIP Code:	762343304	ZIP Code:	770948608

If your accounting address is different from your physical address, please indicate your relationship to the Accounting Address:

(•) Third Party Biller ( ) Management Company ( ) Employer
( ) Self ( ) Other (Specify)

Provider Enrollment: Application for Texas State Programs: Provider Information Form (PIF-1) Continued

Social Security Number:

Employer's Tax ID: 756001203

Specialty of Practice: (Example: Pediatrics, General Practice, etc) Ambulance service

• Medicare Intermediary: NOVATAS

• Medicare Number: 514948 Look up

• Medicare Certification Date: 6/11/1990

Groups participating in Medicare must have a current Medicare number before enrolling with the Texas Medicaid Program. A valid and current Medicare number must be maintained. Performing providers of a Medicare group must also have a current Medicare number before enrolling in the Texas Medicaid Program.

• Professional License/Certification/Accreditation

			Type	Issuer	Number	State	Effective Date	Expiration Date
1	Edit	Delete	Clia	Clinical Laboratory Improvement Amendments (CLIA)	45D0719856		04/25/2016	04/24/2018
2	Edit	Delete	License	TEXAS DEPARTMENTOF STATE HEALTH SERVICES	249008	TX	05/31/2014	05/31/2018

Add Another...

• CLIA Address:

Street: 1101 W Rose Ave

Suite:

City: Decatur

State: Texas

ZIP Code: 762343304

* Independent laboratories, including those located in physicans' offices must answer all CLIA certification questions. The CLIA rules and regulations are available on the CMS website at www.cms.gov.

• Waiver Request:
(A waiver request must include detailed information which explains the difference between the Medicare Certification Effective Date and the License Effective Date.)

The Texas DSHS program renews provider license every 2 years. This explains the difference between the Medicare Certification effective/expiration dates. Our provider license is current with effective date of 05/31/2016 and expires on 05/31/2018. Before the license expires we will submit our renewal.

Previous Physical Address

Street: 1101 W Rose Ave

Suite:

City: Decatur

State: Texas

ZIP Code: 762343304

☐ Same as previous physical address

Previous Account / Billing Address

Street: PO BOX 941608

Suite:

City: Houston

State: Texas

ZIP Code: 77094

• Do you plan to use a Third Party Biller to submit your Medicaid claims? ◉ Yes ○ No

If yes, provide the following information about the billing agent:

Billing Agent Name: INTERMEDIX

Tax ID Number: 205547490

Contact Person Name: RICH KLEMME

Telephone Number: 7135977525 Ext.

Street Address: 78 Regency Pkwy

Suite:

City: Mansfield

State: Texas

ZIP Code: 760637816

List all Providers and medical entities that you have a contractual relationship with and, if known, the NPI/Atypical Provider Identifier (API) or TPI of each Provider or entity:

"Sanction" is defined as recoupment, payment hold, imposition of penalties or damages, contact cancellations, exclusion, debarment, suspension, revocation, or any other synonymous action.

- Have you ever been sanctioned (as defined above) in any state or federal program? ○ Yes ◉ No

If yes, fully explain the details, including date, the state where the incident occurred, the agency taking the action and the program affected.

- Is your professional license or certification currently revoked, suspended or otherwise restricted? ○ Yes ◉ No
- Have you ever had your professional license or certification revoked, suspended, or otherwise restricted? ○ Yes ◉ No
- Are you currently or have you ever been subject to a licensing or certification board order? ○ Yes ◉ No
- Have you voluntarily surrendered your professional license or certification in lieu of disciplinary action? ○ Yes ◉ No

If yes was answered to any of the questions, fully explain the details including date, the state where the incident occurred, name of the board or agency, and any adverse action against your license:

- Have you ever enrolled in or applied to any other State's Medicaid or CHIP program? ○ Yes ◉ No
- Are you currently or have you ever been subject to the terms of a settlement agreement, corporate compliance agreement or corporate integrity agreement in relation to any state or federally funded program? ○ Yes ◉ No
- Do you currently have any outstanding debt in relation to any state or federally funded program? ○ Yes ◉ No

If yes was answered to any of the questions, fully explain the details including date, and the state if applicable.

Provider Enrollment: Application for Texas State Programs: Provider Information Form (PIF-1) Continued

• Are you currently charged with or have you ever been convicted of a crime (excluding Class C misdemeanor traffic citations)?

To answer this question, use the federal Medicaid/Medicare definition of "Convicted" in 42 CFR. § 1001.2 as described below, and which includes deferred adjudications and all other types of pretrial diversion programs. (You may be subject to a criminal history check.)

Convicted means that:

(a) A judgement of conviction has been entered against an individual or entity by a Federal, State or local court, regardless of whether:

- There is a post-trial motion or an appeal pending, or
- The judgement of conviction or other record relating to the criminal conduct has been expunged or otherwise removed;

(b) A Federal, State or local court has made a finding of guilt against an individual or entity;

(c) A Federal, State or local court has accepted a plea of guilty or nolo contendere by an individual or entity, or

(d) An individual or entity has entered into participation in a first offender, deferred adjudication or other program or arrangement where judgment of conviction has been withheld.

○ Yes ◉ No

• Have you been arrested for a crime but not yet charged?
○ Yes ◉ No

• Is there an outstanding warrant for your arrest?
○ Yes ◉ No

If yes, provide the details, including date, the state and county where the conviction occurred, the cause number(s), and specifically what you were convicted of:

• Are you currently subject to court ordered child support payments?
○ Yes ◉ No

• Are you currently behind 30 days or more on court ordered child support payments?
○ Yes ◉ No

If yes, fully explain the details, including date, the state and county where the incident occurred, the cause number(s), and specifically what you were convicted of:

• Country of Citizenship **United States**

If you did not answer "United States of America" above, send a copy of your green card, visa or other documentation demonstrating your right to reside and work in the United States.

Provider Enrollment: Texas State Programs: Electronic Funds Transfer

Instructions

Enter One Texas Provider Identifier (TPI) per Form

- Applications are processed within five business days of receipt. This may be extended in special circumstances.
- Pre-notification to your bank occurs on the weekly cycle following the application processing.
- Future deposits are received electronically after pre-notification.
- The Remittance and Status (R&S) report furnishes the details of individual credits made to the provider's account during the weekly cycle.
- Specific deposits and associated R&S reports are cross-referenced by both the provider identifiers (i.e., NPI, TPI, API) and R&S number.
- EFT funds are released by TMHP to depository financial institutions each Thursday.
- The availability of R&S reports is unaffected by EFT and they continue to arrive in the same manner and time frame as currently received.
- To enroll in the EFT program, complete the Electronic Funds Transfer Authorization Agreement. ***You must return a voided check or a signed letter from your bank on bank letterhead with the agreement to the TMHP address indicated on the form.***
- To enroll in the EFT program at a later time or to modify or cancel EFT enrollment, please visit: http://www.tmhp.com/Pages/Medicaid/medicaid_forms.aspx
- Advantages to EFT Enrollment include: Stop payments are no longer necessary because no paper is involved in the transaction process. Payment theft is less likely to occur because the process is handled electronically rather than by paper. Deposited funds are available for withdrawal within just a few days after completion of the TMHP financial cycle. Upon deposit, the bank considers the transaction immediately collected. No float is attached to EFT deposits for funds. TMHP includes provider and Remittance and Status (R&S) report numbers with each transaction submitted. If the bank's processing software captures and displays the information, both numbers would appear on the banking statement.
- As part of the EFT enrollment process and to comply with the Affordable Care Act CAQH CORE Rule 370, please contact your financial institution to arrange for the delivery of the CORE-required Minimum CCD+ Reassociation Data Elements. These data elements will allow you to easily associate your EFT payment with the appropriate ERA remittance advice. You may read more about the CAQH CORE Rule at the CAQH website http://caqh.org/

Clicking on this link will take you to more instructions about Electronic Funds Transfer.

Note: Complete all sections below and send a voided check or a signed letter from your bank on bank letterhead.

☐ I do not wish to participate in the EFT program

Provider Information

Provider Name	WISE COUNTY EMS
Doing Business as Name (DBA)	WISE COUNTY EMS
Provider Address	
Street	PO BOX 941608
City	HOUSTON
State/Province	Texas
ZIP Code/Postal Code	770948608
Country Code	US - United States

Provider Identifiers Information

● Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)	756001203	Provider License Number	45D0719856
National Provider Identifier (NPI)	1891700753	License Issuer	
Provider Type	Ambulance	Provider Taxonomy Code	3416L0300X
Other Identifiers			
Assigning Authority	Medicaid	Trading Partner ID	088232601
Other Identifier	Add Other Identifier		

Provider Contact Information

Show Provider Contact Information

Provider Contact Name	WISE COUNTY EMS		
Title			
Telephone Number	9406272002	Telephone Number Ext.	222
Email Address	jd.clark@co.wise.tx.us		
Fax Number	9406277521		

Provider Agent Information

Show Provider Agent Information

Provider Agent Name		Provider Agent Contact Name	
Provider Agent Address			

Street		Title	
City		Telephone Number	
State/Province		Telephone Number Extension	
ZIP Code/Postal Code		Email Address	
Country Code	US - United States	Fax Number	

Federal Agency Information

Show Federal Agency Information

Federal Program Agency Name	
Federal Program Agency Identifier	
Federal Agency Location Code	

Retail Pharmacy Information

Show Retail Pharmacy Information

Pharmacy Name		Chain Number	
Parent Organization ID		Payment Center ID	
NCPDP Provider ID Number		Medicaid Provider Number	

Financial Institution Information

• Financial Institution Name	First Financial Bank	• Financial Institution Routing Number	111914849
Financial Institution Address			
• Street	Po Box 92840	• Type of Account at Financial Institution	1. Checking
• City	Southlake	• Provider's Account Number with Financial Institution	93018000374
• State/Province	Texas	• Account Number Linkage to Provider Identifier ○ Provider Tax Identification Number (TIN) ◉ National Provider Identifier (NPI)	 756001203 1891700753
• ZIP Code/Postal Code	76092	A Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered healthcare providers. Covered healthcare providers and all health plans and healthcare clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions.	
Financial Institution Telephone Number	8174102915		
Telephone Number Extension			

Submission Information

• Reason for Submission	◉ New Enrollment ○ Change Enrollment ○ Cancel Enrollment		
Include with Enrollment Submission	○ Voided Check ○ Bank Letter		
• Authorized Signature			
Electronic Signature of Person Submitting Enrollment		Printed Name of Person Submitting Enrollment	Judson D Clark
Written Signature of Person Submitting Enrollment		Printed Title of Person Submitting Enrollment	COUNTY JUDGE
Submission Date	2016/06/24	Requested EFT Start Date	2016/05/31

Provider Enrollment: Application for Texas State Programs: Electronic Funds Transfer (EFT) Authorization Agreement

Instructions

Electronic Funds Transfer (EFT) is a payment method used to deposit funds directly into a provider's bank account. These funds can be credited to either checking or savings accounts, if the provider's bank accepts Automated Clearinghouse (ACH) transactions. EFT also avoids the risks associated with mailing and handling paper checks by ***ensuring funds are directly deposited into a specified account.***

TMHP must provide the following notification according to ACH guidelines:

> Most receiving depository financial institutions receive credit entries on the day before the effective date, and these funds are routinely made available to their depositors as of the opening of business on the effective date. Please contact your financial institution regarding posting time if funds are not available on the release date.
>
> However, due to geographic factors, some receiving depository financial institutions do not receive their credit entries until the morning of the effective day and the internal records of these financial institutions will not be updated. As a result, tellers, bookkeepers, or automated teller machines (ATMs) may not be aware of the deposit and the customer's withdrawal request may be refused. When this occurs, the customer or company should discuss the situation with the ACH coordinator of their institution, who in turn should work out the best way to serve their customer's needs.
>
> In all cases, credits received should be posted to the customer's account on the effective date and thus be made available to cover checks or debits that are presented for payment on the effective date.

Contact **TMHP Customer Service** at **1-800-925-9126** if you need assistance.

Provider Enrollment: Application for Texas State Programs : Disclosure of Ownership and Control Interest Statement

This form is required for all Individuals, Groups & Facilities (exclude performing providers)

I. Identifying Information

Legal Name according to the I.R.S.: COUNTY OF WISE

DBA: WISE COUNTY EMS

Chain Affiliate Number: *(To be completed by CMS Regional Office)*

Physical Address

- Street: 1101 W Rose Ave
- Telephone Number: 9406272002 ext. 222
- Suite:
- City: Decatur
- State: Texas
- Zip 762343304

II. Answer the following Questions by selecting "Yes" or "No"

If any of the questions are answered "Yes", list names and addresses of individuals or corporations under Section III (c) below.

[redacted]

III.

(a) List the name of every other person or entity with ownership of a controlling interest in the applicant entity (whether such ownership of the controlling interest is direct or indirect). In the case of the persons, provide the entity's name and federal employer identification number (EIN). If the listed person matches the definition of a principal, he/she must also complete a Principal Information Form (PIF-2) to be listed in Section B.

Owners

Owner Name		Owner Address	
Last Name:	CLARK	Street:	1101 W Rose Ave
First Name:	Judson	Suite:	
Middle Initial:	D	City:	Decatur
EIN:	756001203	State:	TX
		ZIP Code:	76234 -

Owner Name		Owner Address	
Last Name:	DILLARD	Street:	1101 W Rose Ave
First Name:	CHARLES	Suite:	
Middle Initial:		City:	Decatur
EIN:	756001203	State:	TX
		ZIP Code:	76234 -

• Do you currently have a creditor with a security interest in a debt that is owed by you?
○ Yes ◉ No

• Is the creditor's security interest protected by at least 5% of your property?
○ Yes ○ No

List each creditor with a security interest in a debt that is owed by you if the creditor's security interest is protected by at least 5% of your property.

Creditors

All listed Creditors must also complete a Principal Information Form (PIF-2).

•(b) Type of Entity - **Select only ONE entity. Must match the entity on W-9**

○ Sole Proprietorship ○ Partnership ○ Corporation
○ Unincorporated ○ Association ◉ Other (Specify): GOVERNMENT

Please Note: When Claiming "Corporation" providers must complete and return the following forms:

- Corporate Board of Directors Resolution Form must be completed with signature and notary stamp or seal
- Certificate of Formation and Certificate of Filing or Certificate of Authority
- Franchise Tax Account Status Page from the Texas State Comptroller's office. It is a requirement of H.B. 175. Documentation can be obtained by contacting:

State Comptroller's Office - Tax Assistance Section

Sales and Use Taxes:	1-800-252-5555
Franchise Tax:	1-800-252-1381
Austin Number:	1-800-252-1386

There is no charge for this request. This certificate must be obtained from the Texas State ComptrollerâÉ™s Office website at www.window.state.tx.us/taxinfo/coasintr.html.

***Do you have a 501(c)(3) Internal Revenue Exemption** ○ Yes ◉ No
Providers who answer "yes" to the question "Do you have 501(c)(3) Internal Revenue Exemption" must submit a copy of their IRS Exemption Letter with submission of this application's signature page. Providers who have a 501(c)(3) Internal Revenue Exemption are not required to submit a copy of the Franchise Tax Account Status Page from the State Comptroller's Office.

(c) If the disclosing entity is a corporation, list directors names, addresses and EIN's for corporations.

Directors

Provider Enrollment: Application for Texas State Programs : Disclosure of Ownership and Control Interest Statement (Continued)

This form is required for all Individuals, Groups & Facilities (exclude performing providers)

IV.

- (a) [redacted] mm/dd/yyyy
- (b) [redacted]
- (c) Do you anticipate any change of ownership or control within the year? ○ Yes ◉ No *If yes, give date:* mm/dd/yyyy
- (d) [redacted] mm/dd/yyyy
- (e) Are any of the new owners related to any of the former owners? ○ Yes ◉ No
- (f) [redacted]

If yes, please list the name of the former owners below.

Former Owners

V.

- Does the provider identified in section I. comprise or include a facility that is operated by a management company or a facility that is leased in whole or in part by another organization? ○ Yes ◉ No *If yes, give date:* mm/dd/yyyy

VI.

- [redacted]

VII.

- (a) Is the provider identified in section I. chain affiliated? ○ Yes ◉ No

  If yes, please provide the name, address, and EIN of the chain's corporate/home office.

Affiliated Chains

VIII.

[redacted]

If yes, give year of change:

[redacted] 0

Prior Beds: 0

Provider Enrollment Application for Texas State Programs

SECTION B: Owners, Partners, Officers, Directors,and Principals

Identify sole proprietor or owners, partners, officers, directors, and principals [as defined in Principal Information Form (PIF-2)] of the applicant by providing social security number, date of birth, driver's license number and state, and list the percentage of ownership, if applicable. As it relates to owners, include all individuals with 5% or more ownership in the company, whether this ownership is direct or indirect.

A Principal Information Form (PIF-2) is required for the CSHCN Services Program and/or THSteps Medical Program for all owners and principal parties if the Texas Medicaid Provider Enrollment Application was completed more than 12 months ago.

If you are an ambulance provider you are required to disclose your Medical Director (a physician who is actively licensed by the Texas Medical Board) and the Medical Director must complete a Principal Information Form (PIF-2).

Name(Last, First M.I.)	Social Security Number	Date of Birth	Driver's License or Other Number	% Owned	Link to PIF-2
DILLARD, CHARLES R	459-35-2771	2/24/1965	10039862	0.00	PIF-2
LEATON, ROGER	509-76-9553	10/26/1967	13121802	0.00	PIF-2
CLARK, JUDSON D	643-18-8162	9/20/1985	1000835	0.00	PIF-2

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2)

Required for any person or entity that meets the definition of a "principal" or "subcontractor" as defined below.

Instructions

NOTE: Any person or entity who is a "Provider" is required to complete a PIF-1, but is NOT required to also complete this form. See the PIF-1 form for a definition of "Provider".

A separate copy of this Principal Information Form (PIF-2) must be completed in full for each Principal or Subcontractor of the Provider, before enrollment.

A 'Principal' of the Provider is defined as one or more of the following:

1. All owners with a direct or indirect ownership or control interest of 5 percent or more.
2. All corporate officers and directors, all limited and non-limited partners, and all shareholders of a provider entity (including a professional corporation, professional association, or limited liability company).
3. All managing employees or agents who exercise operational or managerial control, or who directly or indirectly manage the conduct of day-to-day operations.
4. All individuals, companies, firms, corporations, employees, independent contractors, entities or associations who have been expressly granted the authority to act for or on behalf of the provider.
5. All individuals who are able to act on behalf of the provider because their authority is apparent.

A 'Subcontractor' of the Provider is defined as one or more of the following:

1. An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilites of providing medical care to its patients; or
2. An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies

All spaces must be completed with the correct answer or a "NA" on the questions that do not apply to the Principal or subcontractor.

The Provider or provider's duly authorized representative must personally review each copy of this completed form and certify to the validity and completeness of the information provided by signing the HHSC Medicaid Provider Agreement.

• Select person or entity:
(•) Person ( ) Entity

• Select principal or subcontractor:
(•) Principal ( ) Subcontractor

Name

• Last Name:	DILLARD	Maiden Name:	
• First Name:	CHARLES	Other Alias or Nicknames ever used:	
Middle Initial:	R		
• Percent Owned:	0.00 %		

Address

Physical Address:		Accounting / Billing Address: ☐ Same as physical address	
• Street:	1101 W Rose Ave	Street:	PO BOX 941608
Suite:		Suite:	
• City:	Decatur	City:	Houston
• State:	Texas	State:	Texas
• ZIP Code:	762343304	ZIP Code:	77094

Accounting Address Relationship

If your accounting address is different from your physical address, please indicate your relationship to the accounting address:

(•) Third Party Biller ( ) Management Company
( ) Employer ( ) Self
( ) Billing Agent ( ) Other

Licensing and Medicare Information

Professional Licensing State:		Professional License Number:	
Professional Licensing Board:			
Professional License Issue Date:	mm/dd/yyyy	Professional License Expiration Date:	mm/dd/yyyy
• Social Security Number:	459352771	Federal Tax ID:	
Specialty of Practice: (Example: Pediatrics, General Practice, etc.)			
Medicare Intermediary:			
Medicare Provider Number:		Medicare Effective Date:	mm/dd/yyyy

• Do you have one or more professional licenses, accreditations or certifications? (•) Yes ( ) No

License/Certification/Accreditation

Issuer:	TX DEPT OF STATE HEALTH SERVICE	Issue Date:	2/28/2015
Number:	32653	Expiration Date:	2/28/2019

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2) Continued

◆ ◉ Driver's License Number ○ Other Number

◆ Driver's License or Other Number: 10039862

◆ Driver's License or Other Expiration Date: 2/24/2022

◆ State Issuer: Texas

◆ Date of Birth: 2/24/1965

◆ Gender: ◉ Male ○ Female

Previous Physical Address

☐ ☐

Street:

Suite:

City:

State:

ZIP Code:

☐ Same as previous physical address

Previous Accounting/Billing Address

☐ ☐

Street:

Suite:

City:

State:

ZIP Code:

◆ **Your title in the provider organization for which enrollment is being sought:**

EMS ADMINISTRATOR

◆ **Your duties to the provider organization:**

RESPONSIBLE FOR OVERALL OPERATIONS OF WISE COUNTY EMS

◆ **Your role in the provider organization:**

	Role	Effective Date
○	Managing Employee	11/1/2000

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◆ **Do you have a relationship with a separate provider?**
○ Yes ◉ No

Please explain relationship with separate provider.

List all TPIs, provider names, and physical locations under which you have billed or in which you were a principal. Include current and previous TPIs.

List all medical entities that you have a contractual relationship with and, if known, the NPI/API and TPI of each entity.

"Sanction" is defined as recoupment, payment hold, imposition of penalties or damages, contract cancellations, exclusion, debarment, suspension, revocation, or any other synonymous action.

◆ Have you ever been sanctioned (as defined above) in any state or federal program?
○ Yes ◉ No

If yes, fully explain the details, including date, the state where the incident occurred, the agency taking the action, and the program affected.

◆ Is your professional license or certification currently revoked, suspended or otherwise restricted?
○ Yes ◉ No

◆ Have you ever had your professional license or certification revoked, suspended, or otherwise restricted?
○ Yes ◉ No

◆ Are you currently or have you ever been subject to a licensing certification board order?
○ Yes ◉ No

◆ Have you voluntarily surrendered your professional license or certification in lieu of disciplinary action?
○ Yes ◉ No

◆ Are you currently of have you ever been subject to the terms of a settlement agreement, corporate compliance agreement or corporate integrity agreement in relation to any State or Federally funded program?
○ Yes ◉ No

◆ Do you currently have any outstanding debt in relation to any State or Federally funded program?
○ Yes ◉ No

If yes was answered to any of the questions, fully explain the details including the date, state, name of the board or agency (if applicable), any adverse action against your license (if applicable) and details of outstanding debt or settlement agreements (if applicable).

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2) Continued

◆ Are you currently charged with or have you ever been convicted of a crime (excluding Class C misdemeanor traffic citations)?

To answer this question, use the federal Medicaid/Medicare definition of "Convicted" in 42 CFR. § 1001.2 as described below, and which includes deferred adjudications and all other types of pretrial diversion programs. (You may be subject to a criminal history check.)

Convicted means that:

(a) A judgement of conviction has been entered against an individual or entity by a Federal, State or local court, regardless of whether:

- There is a post-trial motion or an appeal pending, or
- The judgement of conviction or other record relating to the criminal conduct has been expunged or otherwise removed;

(b) A Federal, State or local court has made a finding of guilt against an individual or entity;

(c) A Federal, State or local court has accepted a plea of guilty or nolo contendere by an individual or entity, or

(d) An individual or entity has entered into participation in a first offender, deferred adjudication or other program or arrangement where judgement of conviction has been withheld.

○ Yes ◉ No

◆ Have you been arrested for a crime but not yet charged or is there an outstanding warrant for arrest?
○ Yes ◉ No

If yes, fully explain the details, including date, the state and county where the conviction occurred, the cause number(s), and specifically what you were convicted of:

◆ Are you currently subject to court ordered child support payments?
○ Yes ◉ No

◆ Are you currently behind 30 days or more on court ordered child support payments?
○ Yes ◉ No

If yes, provide details, including date, the state and county where the incident occurred, the cause number(s), and specifically what you were convicted of:

◆ Are you a citizen of the United States?
◉ Yes ○ No

If no, of what country are you a citizen? **United States**

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2)

Required for any person or entity that meets the definition of a "principal" or "subcontractor" as defined below.

Instructions

NOTE: Any person or entity who is a "Provider" is required to complete a PIF-1, but is NOT required to also complete this form. See the PIF-1 form for a definition of "Provider".

A separate copy of this Principal Information Form (PIF-2) must be completed in full for each Principal or Subcontractor of the Provider, before enrollment.

A 'Principal' of the Provider is defined as one or more of the following:

1. All owners with a direct or indirect ownership or control interest of 5 percent or more.
2. All corporate officers and directors, all limited and non-limited partners, and all shareholders of a provider entity (including a professional corporation, professional association, or limited liability company).
3. All managing employees or agents who exercise operational or managerial control, or who directly or indirectly manage the conduct of day-to-day operations.
4. All individuals, companies, firms, corporations, employees, independent contractors, entities or associations who have been expressly granted the authority to act for or on behalf of the provider.
5. All individuals who are able to act on behalf of the provider because their authority is apparent.

A 'Subcontractor' of the Provider is defined as one or more of the following:

1. An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilites of providing medical care to its patients; or
2. An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies

All spaces must be completed with the correct answer or a "NA" on the questions that do not apply to the Principal or subcontractor.

The Provider or provider's duly authorized representative must personally review each copy of this completed form and certify to the validity and completeness of the information provided by signing the HHSC Medicaid Provider Agreement.

• Select person or entity:
(•) Person ( ) Entity

• Select principal or subcontractor:
( ) Principal (•) Subcontractor

Name

• Last Name:	LEATON	Maiden Name:	
• First Name:	ROGER	Other Alias or Nicknames ever used:	
Middle Initial:			
• Percent Owned:	0.00 %		

Address

Physical Address:		Accounting / Billing Address: ☐ Same as physical address	
• Street:	1101 W Rose Ave	Street:	PO BOX 941608
Suite:		Suite:	
• City:	Decatur	City:	Houston
• State:	Texas	State:	Texas
• ZIP Code:	76234	ZIP Code:	77094

Accounting Address Relationship

If your accounting address is different from your physical address, please indicate your relationship to the accounting address:

(•) Third Party Biller ( ) Management Company
( ) Employer ( ) Self
( ) Billing Agent ( ) Other

Licensing and Medicare Information

Professional Licensing State:		Professional License Number:	
Professional Licensing Board:			
Professional License Issue Date:	mm/dd/yyyy	Professional License Expiration Date:	mm/dd/yyyy
* Social Security Number:	509769553	Federal Tax ID:	
Specialty of Practice: (Example: Pediatrics, General Practice, etc.)			
Medicare Intermediary:			
Medicare Provider Number:		Medicare Effective Date:	mm/dd/yyyy

* Do you have one or more professional licenses, accreditations or certifications? (•) Yes ( ) No

License/Certification/Accreditation

Issuer:	TEXAS MEDICAL BOARD	Issue Date:	8/17/1996
Number:	K0332	Expiration Date:	5/31/2018

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2) Continued

* Driver's License Number ○ Other Number

* Driver's License or Other Number: 13121802

* Driver's License or Other Expiration Date: 10/26/2017

* State Issuer: Texas

* Date of Birth: 10/26/1967

* Gender: ● Male ○ Female

Previous Physical Address

Street:
Suite:
City:
State:
ZIP Code:

☐ Same as previous physical address

Previous Accounting/Billing Address

Street:
Suite:
City:
State:
ZIP Code:

*** Your title in the provider organization for which enrollment is being sought:**

MEDICAL DIRECTOR

*** Your duties to the provider organization:**

OVERSEES TREATMENT PROCEDURES AND PROTOCOLS

*** Your role in the provider organization:**

	Role	Effective Date
○	Medical Director	11/2/1998

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*** Do you have a relationship with a separate provider?**
○ Yes ● No

Please explain relationship with separate provider.

List all TPIs, provider names, and physical locations under which you have billed or in which you were a principal. Include current and previous TPIs.

List all medical entities that you have a contractual relationship with and, if known, the NPI/API and TPI of each entity.

"Sanction" is defined as recoupment, payment hold, imposition of penalties or damages, contract cancellations, exclusion, debarment, suspension, revocation, or any other synonymous action.

* Have you ever been sanctioned (as defined above) in any state or federal program?
○ Yes ● No

If yes, fully explain the details, including date, the state where the incident occurred, the agency taking the action, and the program affected.

* Is your professional license or certification currently revoked, suspended or otherwise restricted?
○ Yes ● No

* Have you ever had your professional license or certification revoked, suspended, or otherwise restricted?
○ Yes ● No

* Are you currently or have you ever been subject to a licensing certification board order?
○ Yes ● No

* Have you voluntarily surrendered your professional license or certification in lieu of disciplinary action?
○ Yes ● No

* Are you currently of have you ever been subject to the terms of a settlement agreement, corporate compliance agreement or corporate integrity agreement in relation to any State or Federally funded program?
○ Yes ● No

* Do you currently have any outstanding debt in relation to any State or Federally funded program?
○ Yes ● No

If yes was answered to any of the questions, fully explain the details including the date, state, name of the board or agency (if applicable), any adverse action against your license (if applicable) and details of outstanding debt or settlement agreements (if applicable).

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2) Continued

• Are you currently charged with or have you ever been convicted of a crime (excluding Class C misdemeanor traffic citations)?

To answer this question, use the federal Medicaid/Medicare definition of "Convicted" in 42 CFR. § 1001.2 as described below, and which includes deferred adjudications and all other types of pretrial diversion programs. (You may be subject to a criminal history check.)

Convicted means that:

(a) A judgement of conviction has been entered against an individual or entity by a Federal, State or local court, regardless of whether:

- There is a post-trial motion or an appeal pending, or
- The judgement of conviction or other record relating to the criminal conduct has been expunged or otherwise removed;

(b) A Federal, State or local court has made a finding of guilt against an individual or entity;

(c) A Federal, State or local court has accepted a plea of guilty or nolo contendere by an individual or entity, or

(d) An individual or entity has entered into participation in a first offender, deferred adjudication or other program or arrangement where judgement of conviction has been withheld.

○ Yes ◉ No

• Have you been arrested for a crime but not yet charged or is there an outstanding warrant for arrest?
○ Yes ◉ No

If yes, fully explain the details, including date, the state and county where the conviction occurred, the cause number(s), and specifically what you were convicted of:

• Are you currently subject to court ordered child support payments?
○ Yes ◉ No

• Are you currently behind 30 days or more on court ordered child support payments?
○ Yes ◉ No

If yes, provide details, including date, the state and county where the incident occurred, the cause number(s), and specifically what you were convicted of:

• Are you a citizen of the United States?
◉ Yes ○ No

If no, of what country are you a citizen? **United States**

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2)

Required for any person or entity that meets the definition of a "principal" or "subcontractor" as defined below.

Instructions

NOTE: Any person or entity who is a "Provider" is required to complete a PIF-1, but is NOT required to also complete this form. See the PIF-1 form for a definition of "Provider".

A separate copy of this Principal Information Form (PIF-2) must be completed in full for each Principal or Subcontractor of the Provider, before enrollment.

A 'Principal' of the Provider is defined as one or more of the following:

1. All owners with a direct or indirect ownership or control interest of 5 percent or more.
2. All corporate officers and directors, all limited and non-limited partners, and all shareholders of a provider entity (including a professional corporation, professional association, or limited liability company).
3. All managing employees or agents who exercise operational or managerial control, or who directly or indirectly manage the conduct of day-to-day operations.
4. All individuals, companies, firms, corporations, employees, independent contractors, entities or associations who have been expressly granted the authority to act for or on behalf of the provider.
5. All individuals who are able to act on behalf of the provider because their authority is apparent.

A 'Subcontractor' of the Provider is defined as one or more of the following:

1. An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or
2. An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies

All spaces must be completed with the correct answer or a "NA" on the questions that do not apply to the Principal or subcontractor.

The Provider or provider's duly authorized representative must personally review each copy of this completed form and certify to the validity and completeness of the information provided by signing the HHSC Medicaid Provider Agreement.

• Select person or entity:
(•) Person ( ) Entity

• Select principal or subcontractor:
(•) Principal ( ) Subcontractor

Name

• Last Name:	CLARK	Maiden Name:	
• First Name:	JUDSON	Other Alias or Nicknames ever used:	DONALD
Middle Initial:	D		
• Percent Owned:	0.00 %		

Address

Physical Address:		Accounting / Billing Address: ☐ Same as physical address	
• Street:	1101 W Rose Ave	Street:	PO BOX 941608
Suite:		Suite:	
• City:	Decatur	City:	Houston
• State:	Texas	State:	Texas
• ZIP Code:	76234	ZIP Code:	77094

Accounting Address Relationship

If your accounting address is different from your physical address, please indicate your relationship to the accounting address:

(•) Third Party Biller ( ) Management Company
( ) Employer ( ) Self
( ) Billing Agent ( ) Other

Licensing and Medicare Information

Professional Licensing State:		Professional License Number:	
Professional Licensing Board:			
Professional License Issue Date:	mm/dd/yyyy	Professional License Expiration Date:	mm/dd/yyyy
* Social Security Number:	643188162	Federal Tax ID:	
Specialty of Practice: (Example: Pediatrics, General Practice, etc.)			
Medicare Intermediary:			
Medicare Provider Number:		Medicare Effective Date:	mm/dd/yyyy

* Do you have one or more professional licenses, accreditations or certifications? ○ Yes ◉ No

License/Certification/Accreditation

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2) Continued

◆ ◉ Driver's License Number ○ Other Number

◆ Driver's License or Other Number: 1000835

◆ Driver's License or Other Expiration Date: 9/20/2021

◆ State Issuer: Texas

◆ Date of Birth: 9/20/1985

◆ Gender: ◉ Male ○ Female

Previous Physical Address

Street:

Suite:

City:

State:

ZIP Code:

☐ Same as previous physical address

Previous Accounting/Billing Address

Street:

Suite:

City:

State:

ZIP Code:

◆ **Your title in the provider organization for which enrollment is being sought:**

COUTNY JUDGE

◆ **Your duties to the provider organization:**

RESPONSIBLE FOR OVERSEEING MANAGEMENT, FINANCES AND FACILITIES OF WISE COUNTY

◆ **Your role in the provider organization:**

	Role	Effective Date
○	Elected Official	11/12/2014

Edit This Item | Delete This Item

◆ **Do you have a relationship with a separate provider?**
○ Yes ◉ No

Please explain relationship with separate provider.

List all TPIs, provider names, and physical locations under which you have billed or in which you were a principal. Include current and previous TPIs.

List all medical entities that you have a contractual relationship with and, if known, the NPI/API and TPI of each entity.

"Sanction" is defined as recoupment, payment hold, imposition of penalties or damages, contract cancellations, exclusion, debarment, suspension, revocation, or any other synonymous action.

◆ Have you ever been sanctioned (as defined above) in any state or federal program?
○ Yes ◉ No

If yes, fully explain the details, including date, the state where the incident occurred, the agency taking the action, and the program affected.

◆ Is your professional license or certification currently revoked, suspended or otherwise restricted?
○ Yes ◉ No

◆ Have you ever had your professional license or certification revoked, suspended, or otherwise restricted?
○ Yes ◉ No

◆ Are you currently or have you ever been subject to a licensing certification board order?
○ Yes ◉ No

◆ Have you voluntarily surrendered your professional license or certification in lieu of disciplinary action?
○ Yes ◉ No

◆ Are you currently of have you ever been subject to the terms of a settlement agreement, corporate compliance agreement or corporate integrity agreement in relation to any State or Federally funded program?
○ Yes ◉ No

◆ Do you currently have any outstanding debt in relation to any State or Federally funded program?
○ Yes ◉ No

If yes was answered to any of the questions, fully explain the details including the date, state, name of the board or agency (if applicable), any adverse action against your license (if applicable) and details of outstanding debt or settlement agreements (if applicable).

Provider Enrollment: Application for Texas State Programs: Principal Information Form (PIF-2) Continued

• Are you currently charged with or have you ever been convicted of a crime (excluding Class C misdemeanor traffic citations)?

To answer this question, use the federal Medicaid/Medicare definition of "Convicted" in 42 CFR. § 1001.2 as described below, and which includes deferred adjudications and all other types of pretrial diversion programs. (You may be subject to a criminal history check.)

Convicted means that:

(a) A judgement of conviction has been entered against an individual or entity by a Federal, State or local court, regardless of whether:

- There is a post-trial motion or an appeal pending, or
- The judgement of conviction or other record relating to the criminal conduct has been expunged or otherwise removed;

(b) A Federal, State or local court has made a finding of guilt against an individual or entity;

(c) A Federal, State or local court has accepted a plea of guilty or nolo contendere by an individual or entity, or

(d) An individual or entity has entered into participation in a first offender, deferred adjudication or other program or arrangement where judgement of conviction has been withheld.

○ Yes ◉ No

• Have you been arrested for a crime but not yet charged or is there an outstanding warrant for arrest?
○ Yes ◉ No

If yes, fully explain the details, including date, the state and county where the conviction occurred, the cause number(s), and specifically what you were convicted of:

• Are you currently subject to court ordered child support payments?
○ Yes ◉ No

• Are you currently behind 30 days or more on court ordered child support payments?
○ Yes ◉ No

If yes, provide details, including date, the state and county where the incident occurred, the cause number(s), and specifically what you were convicted of:

• Are you a citizen of the United States?
◉ Yes ○ No

If no, of what country are you a citizen? **United States**

Provider Enrollment: Application for Texas State Programs : Disclosure of Relationship Form

Please disclose any of the following familial relationships between principals and/or the provider:
Husband, Wife, Natural or Adoptive Parent, Natural or Adoptive Child, Natural or Adoptive Sibling.

Relationships

- ☐ There are no known relationships.

HHSC Medicaid Provider Agreement (Traditional Medicaid)

Name of Provider

Last Name:	WISE COUNTY EMS	TPI Number:	
First Name:		Medicare Provider ID Number:	514948
Middle Initial:			

Physical Address

		Accounting/Billing Address (if applicable)	
Street	1101 W Rose Ave	Street	PO BOX 941608
Suite		Suite	
City	Decatur	City	HOUSTON
State	Texas	State	Texas
ZIP Code	762343304	ZIP Code	770948608

Please read the agreement below and check "I Agree."

As a condition for participation as a provider under the Texas Medical Assistance Program (Medicaid), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

I. ALL PROVIDERS

1.1 Agreement and documents constituting Agreement.

The current Texas Medicaid Provider Procedures Manual (Provider Manual) may be accessed via the internet at www.tmhp.com. Provider has a duty to become educated and knowledgeable with the contents and procedures contained in the Provider Manual. Provider agrees to comply with all of the requirements of the Provider Manual, as well as all state and federal laws governing or regulating Medicaid, and provider further acknowledges and agrees that the provider is responsible for ensuring that all employees and agents of the provider also comply. Provider agrees to acknowledge HHSC's provision of enrollment processes and authority to make enrollment decisions as found in Title 1, Part 15, Chapter 352 of the Texas Administrative Code. Provider is specifically responsible for ensuring that the provider and all employees and agents of the Provider comply with the requirements of Title 1, Part 15, Chapter 371 of the Texas Administrative Code, related to waste, abuse and fraud, and provider acknowledges and agrees that the provider and its principals will be held responsible for violations of this agreement through any acts or omissions of the provider, its employees, and its agents. For purposes of this agreement, a principal of the provider includes all owners with a direct or indirect ownership or control interest of five percent or more, all corporate officers and directors, all limited and non-limited partners, and all shareholders of a legal entity, including a professional corporation, professional association, or limited liability company. Principals of the provider further include managing employee (s) or agents who exercise operational or managerial control or who directly or indirectly manage the conduct of day-to-day operations.

1.2 State and Federal regulatory requirements.

1.2.1 By signing this agreement, Provider certifies that the provider and it's principals have not been excluded, suspended, debarred, revoked or any other synonymous action from participation in any program under Title XVIII (Medicare), Title XIX (Medicaid), or under the provisions of Executive Order 12549, relating to federal contracting. Provider further certifies that the provider and its principals have also not been excluded, suspended, debarred, revoked or any other synonymous action from participation in any other state or federal health-care program. Provider must notify the Health and Human Services Commission (HHSC) or its agent within 10 business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B) of the Social Security Act (42 USC §1320a-7), which could result in exclusion from the Medicaid program. Provider agrees to fully comply at all times with the requirements of 48 CFR, Ch.3, relating to eligibility for federal contracts and grants.

1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 CFR Part 455, Subpart B, and provide such information on request to the Texas Health and Human Services Commission (HHSC), Department of State Health Services (DSHS), Texas Attorney General's Medicaid Fraud Control Unit, and the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current at all times by informing HHSC or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, provider licensure, certification, or accreditation, phone number, or provider business addresses. Changes of ownership or control interest must be reported to HHSC or its designee within 30 days of the change. All other changes must be reported to HHSC or its designee within 90 days of the occurrence. Provider agrees to disclose all convictions of Provider or Provider's principals within ten business days of the date of conviction. For purposes of this disclosure, Provider must use the definition of "Convicted" contained in 42 CFR 1001.2, which includes all convictions, deferred adjudications, and all types of pretrial diversion programs. Send the information to Office of Inspector General, P.O. Box 85211 - Mail Code 1361, Austin, Texas 78708. Fully explain the details, including the offense, the date, the state and county where the conviction occurred, and the cause number(s).

1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud, abuse and waste in health care and the Medicaid program. As required by 42 CFR § 431.107, Provider agrees to create and maintain all records necessary to fully disclose the extent and medical necessity of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. On request, Provider also agrees to provide these records immediately and unconditionally to HHSC, HHSC's agent, the Texas Attorney General's Medicaid Fraud Control Unit, DARS, DADS, DFPS, DSHS and the United States Department of Health and Human Services. The records must be retained in the form in which they are regularly kept by the Provider for a minimum of five years from the date of service (six years for freestanding rural health clinics and ten years for hospital based rural health clinics); or, until all investigations are resolved and closed, or audit exceptions are resolved; whichever period is longest. Provider must cooperate and assist HHSC and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse. Provider must also allow these agencies and their agents unconditional and unrestricted access to its records and premises as required by Title 1 TAC, §371.1643. Provider understands and agrees that payment for goods and services under this agreement is conditioned on the existence of all records required to be maintained under the Medicaid program, including all records necessary to fully disclose the extent and medical necessity of services provided, and the correctness of the claim amount paid. If provider fails to create, maintain, or produce such records in full accordance with this Agreement, provider acknowledges, agrees, and understands that the public monies paid the provider for the services are subject to 100 percent recoupment, and that the provider is ineligible for payment for the services either under this agreement or under any legal theory of equity.

1.2.4 The Texas Attorney General's Medicaid Fraud Control Unit, Texas Health and Human Services Commission's Office of Inspector General (OIG), and internal and external auditors for the state and federal government may conduct interviews of Provider employees, agents, subcontractors and their employees, witnesses, and clients without the Provider's representative or Provider's legal counsel present. Provider's employees, agents, subcontractors and their employees, witnesses, and clients must not be coerced by Provider or Provider's representative to accept representation from or by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. Provider will ensure by contract or other means that its agents, employees and subcontractors cooperate fully in any investigation conducted by the Texas Attorney General's Medicaid Fraud Control Unit or the Texas Health and Human Services Commission's Office of Inspector General or its designee. Subcontractors include those persons and entities that provide medical or dental goods or services for which the Provider bills the Medicaid program, and those who provide billing, administrative, or management services in connection with Medicaid-covered services.

1.2.5 Nondiscrimination. Provider must not exclude or deny aid, care, service, or other benefits available under Medicaid or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid clients in the same manner, by the same methods, and at the same level and quality as provided to the general public. Provider agrees to grant Medicaid recipients all discounts and promotional offers provided to the general public. Provider agrees and understands that free services to the general public must not be billed to the Medicaid program for Medicaid recipients and discounted services to the general public must not be billed to Medicaid for a Medicaid recipient as a full price, but rather the Provider agrees to bill only the discounted amount that would be billed to the general public.

1.2.6 AIDS and HIV. Provider must comply with the provisions of Texas Health and Safety Code Chapter 85, and HHSC's rules relating to workplace and confidentiality guidelines regarding HIV and AIDS.

1.2.7 Child Support. (1) The Texas Family Code §231.006 requires HHSC to withhold contract payments from any entity or individual who is at least 30 days delinquent in court-ordered child support obligations. It is the Provider's responsibility to determine and verify that no owner, partner, or shareholder who has at least 25 percent ownership interest is delinquent in any child support obligation. (2) Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in the applicable contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive the specified grant, loan, or payment. (3) If HHSC is informed and verifies that a child support obligor who is more than 30 days delinquent is a partner, shareholder, or owner with at least a 25 percent ownership interest, it will withhold any payments due under this Agreement until it has received satisfactory evidence that the obligation has been satisfied.

1.2.8 Cost Report, Audit and Inspection. Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.

1.3 Claims and encounter data.

1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by HHSC, or other appropriate payer, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, and complete, and that the Provider's records and documents are both accessible and validate the services and the need for services billed and represented as provided. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and federal laws.

1.3.2 Provider must submit encounter data required by HHSC or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement by a Health Maintenance Organization or Insurance Payment Assistance.

1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with HHSC rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the Provider Manual, and within the time limits established by HHSC for submission of claims. Claims for payment or encounter data submitted by the provider to an HMO or IPA are governed by the Provider's contract with the HMO or IPA. Provider understands and agrees that HHSC is not liable or responsible for payment for any Medicaid-covered services provided under the HMO or IPA Provider contract, or any agreement other than this Medicaid Provider Agreement.

1.3.4 Federal and state law prohibits Provider from charging a client or any financially responsible relative or representative of the client for Medicaid-covered services, except where a co-payment is authorized under the Medicaid State Plan (42 CFR §447.20).

1.3.5 As a condition of eligibility for Medicaid benefits, a client assigns to HHSC all rights to recover from any third party or any other source of payment (42 CFR §433.145 and Human Resources Code §32.033). Except as provided by HHSC's third-party recovery rules (Texas Administrative Code Title 1 Part 15 Chapter 354 Subchapter J), Provider agrees to accept the amounts paid under Medicaid as payment in full for all covered services (42 CFR §447.15).

1.3.6 Provider has an affirmative duty to verify that claims and encounters submitted for payment are true and correct and are received by HHSC or its agent, and to implement an effective method to track submitted claims against payments made by HHSC or its agents.

1.3.7 Provider has an affirmative duty to verify that payments received are for actual services rendered and medically necessary. Provider must refund any overpayments, duplicate payments and erroneous payments that are paid to Provider by Medicaid or a third party as soon as any such payment is discovered or reasonably should have been known.

1.3.8 TMHP EDI and Electronic Claims Submission. Provider may subscribe to the TMHP Electronic Data Interchange (EDI) system, which allows the Provider the ability to electronically submit claims and claims appeals, verify client eligibility, and receive electronic claim status inquiries, remittance and status (R&S) reports, and transfer of funds into a provider account. Provider understands and acknowledges that independent registration is required to receive the electronic funds or electronic R&S report. Provider agrees to comply with the provisions of the Provider Manual and the TMHP EDI licensing agreement regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to HHSC or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detecting and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from HHSC, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

1.3.9 Reporting Waste, Abuse and Fraud. Provider agrees to inform and train all of Provider's employees, agents, and independent contractors regarding their obligation to report waste, abuse, and fraud. Individuals with knowledge about suspected waste, abuse, or fraud in any State of Texas health and human services program must report the information to the HHSC Office of Inspector General (OIG). To report waste, abuse or fraud, go to **www.hhs.state.tx.us** and select "Reporting Waste, Abuse, or Fraud". Individuals may also call the OIG hotline (1-800-436-6184) to report waste, abuse or fraud if they do not have access to the Internet.

II. ADVANCE DIRECTIVES - HOSPITAL AND HOME HEALTH PROVIDERS

2.1 The client must be informed of their right to refuse, withhold, or have medical treatment withdrawn under the following state and federal laws:

(a) The individual's right to self-determination in making health-care decisions;

(b) The individual's rights under the Natural Death Act (Health and Safety Code, Chapter 166) to execute an advance written Directive to Physicians, or to make a non-written directive regarding their right to withhold or withdraw life-sustaining procedures in the event of a terminal condition;

(c) The individual's rights under Health and Safety Code, Chapter 166, relating to written Out-of-Hospital Do-Not-Resuscitate Orders; and,

(d) The individual's rights to execute a Durable Power of Attorney for Health Care under the Probation Code, Chapter XII, regarding their right to appoint an agent to make medical treatment decisions on their behalf in the event of incapacity.

2.2 The Provider must have a policy regarding the implementation of the individual's rights and compliance with state and federal laws.

2.3 The Provider must document whether or not the individual has executed an advance directive and ensure that the document is in the individual's medical record.

2.4 The Provider cannot condition giving services or otherwise discriminate against an individual based on whether or not the client has or has not executed an advance directive.

2.5 The Provider must provide written information to all adult clients on the provider's policies concerning the client's rights.

2.6 The Provider must provide education for staff and the community regarding advance directives.

III. STATE FUND CERTIFICATION REQUIREMENT FOR PUBLIC ENTITY PROVIDERS

3.1 Public providers are those that are owned or operated by a state, county, city, or other local government agency or instrumentality. Public entity providers of the following services are required to certify to HHSC the amount of state matching funds expended for eligible services according to established HHSC procedures:

(a) School health and related services (SHARS)
(b) Case management for blind and visually impaired children (BVIC)
(c) Case management for early childhood intervention (ECI)
(d) Service coordination for mental retardation (MR)

(e) Service coordination for mental health (MH)
(f) Mental health rehabilitation (MHR)
(g) Tuberculosis clinics
(h) State hospitals

IV. CLIENT RIGHTS

4.1 Provider must maintain the client's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.

4.2 The client must have the right to choose providers unless that right has been restricted by HHSC or by waiver of this requirement from the Centers for Medicare and Medicaid Services (CMS). The client's acceptance of any service must be voluntary.

4.3 The client must have the right to choose any qualified provider of family planning services.

V. THIRD PARTY BILLING VENDOR PROVISIONS

5.1 Provider agrees to submit notice of the initiation and termination of a contract with any person or entity for the purpose of billing Provider's claims, unless the person is submitting claims as an employee of the Provider and the Provider is completing an IRS Form W-2 on that person. This notice must be submitted within five working days of the initiation and termination of the contract and submitted in accordance with Medicaid requirements pertaining to Third Party Billing Vendors. Provider understands that any delay in the required submittal time or failure to submit may result in delayed payments to the Provider and recoupment from the Provider for any overpayments resulting from the Providers failure to provide timely notice.

5.2 Provider must have a written contract with any person or entity for the purpose of billing provider's claims, unless the person is submitting claims as an employee of the Provider and the Provider is completing an IRS Form W-2 on that person. The contract must be signed and dated by a Principal of the Provider and the Biller. It must also be retained in the Provider's and Biller's files according with the Medicaid records retention policy. The contract between the Provider and Biller may contain any provisions they deem necessary, but, at a minimum, must contain the following provisions:

(a) Biller agrees they will not alter or add procedures, services, codes, or diagnoses to the billing information received from the Provider, when billing the Medicaid program.

(b) Biller understands that they may be criminally convicted and subject to recoupment of overpayments and imposed penalties for submittal of false, fraudulent, or abusive billings.

(c) Provider agrees to submit to Biller true and correct claim information that contains only those services, supplies, or equipment Provider has actually provided to recipients.

(d) Provider understands that they may be criminally convicted and subject to recoupment of overpayments and imposed penalties for submittal of false, fraudulent, or abusive billings, directly or indirectly, to the Biller or to Medicaid or its contractor.

(e) Provider and Biller agree to establish a reimbursement methodology to Biller that does not contain any type of incentive, directly or indirectly, for inappropriately inflating, in any way, claims billed to the Medicaid program.

(f) Biller agrees to enroll and be approved by the Medicaid program as a Third Party Billing Vendor prior to submitting claims to the Medicaid program on behalf of the Provider.

(g) Biller and Provider agree to notify the Medicaid program within five business days of the initiation and termination, by either party, of the contract between the Biller and the Provider.

VI. TERM AND TERMINATION

6.1 This Agreement will be effective from the date finally executed until the termination date, if any, indicated in the enrollment correspondence issued by HHSC or its agent. If the correspondence/notice of enrollment from HHSC or its agent states a termination date, this agreement terminates on that date with or without other advance notice of the termination date. If the correspondence/notice of enrollment from HHSC or its agent does not state a termination date, this agreement is open-ended and remains effective until either a notice of termination is later issued or termination occurs as otherwise provided in this paragraph. Either party may terminate this Agreement voluntarily and without cause, for any reason or for no reason, by providing the other party with 30 days advance written notice of termination. HHSC may immediately terminate this agreement for cause, with or without advance notice, for the reason(s) indicated in a written notice of termination issued by HHSC or its agent. Cause to terminate this agreement may include the following actions or circumstances involving the provider or involving any person or entity with an affiliate relationship to the provider: exclusion from participation in Medicare, Medicaid, or any other publicly funded health-care program; loss or suspension of professional license or certification; any circumstances resulting in ineligibility to participate in Texas Medicaid; any failure to comply with the provisions of this Agreement or any applicable law, rule or policy of the Medicaid program; and any circumstances indicating that the health or safety of clients is or may be at risk. HHSC also may terminate this agreement due to inactivity, with or without notice, if the Provider has not submitted a claim to the Medicaid program for 24 or more months.

VII. ELECTRONIC SIGNATURES

7.1 Provider understands and agrees that any signature on a submitted document certifies, to the best of the provider's knowledge, the information in the document is true, accurate, and complete. Submitted documents with electronic signatures may be accepted by mail or fax when the sender has met the national and state standards for electronic signatures set by the Health and Human Services and the Texas Uniform Electronic Transactions Act (UETA).

7.2 Provider understands and agrees that both the provider and the provider's representative whose signature is on an electronic signature method bear the responsibility for the authenticity of the information being certified to.

VIII. COMPLIANCE PROGRAM REQUIREMENT

8.1 By checking yes to section VIII, Provider certifies that in accordance with requirement TAC 352.5(b)(11), Provider has a compliance program containing the core elements as established by the Secretary of Health and Human Services referenced in §1866(j)(8) of the Social Security Act (42 U.S.C. §1395cc(j)(8)), as applicable.

I attest that I have a compliance plan. Yes ☐ No ☐

IX. INTERNAL REVIEW REQUIREMENT

9.1 Provider, in accordance with TAC 352.5 (b)(1), has conducted an internal review to confirm that neither the applicant or the re-enrolling provider, nor any of its employees, owners, managing partners, or contractors (as applicable), have been excluded from participation in a program under Title XVIII, XIX, or XXI of the Social Security Act.

I attest that an internal review was conducted to confirm that neither the applicant or the re-enrolling provider nor any of its employees, owners, managing partners, or contractors have been excluded from participation in a program under the Title XVIII, XIX, or XXI of the Social Security Act.
Yes ☐ No ☐

X. PRIVACY, SECURITY, AND BREACH NOTIFICATION

10.1 â€œConfidential Informationâ€ means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the Provider electronically or through any other means that consists of or includes any or all of the following:

(a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as defined in 45 CFR 160.103 and 45 CFR 164.402);
(b) Sensitive Personal Information (as defined in Texas Business and Commerce Code section 521.002);
(c) Federal Tax Information (as defined in IRS Publication 1075);
(d) Personally Identifiable Information (as defined in OMB Memorandum M-07-16);
(e) Social Security Administration data;
(f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

10.2 Any Confidential Information received by the Provider under this Agreement may be disclosed only in accordance with applicable law. By signing this agreement, the Provider certifies that the Provider is, and intends to remain for the term of this agreement, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

(a) The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;
(b) 42 CFR Part 2 and 45 CFR Parts 160 and 164;
(c) The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;
(d) The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. Â§ 552a;
(e) Internal Revenue Code, Title 26 of the United States Code, including IRS Publication 1075;
(f) OMB Memorandum M-07-16;
(g) Texas Business and Commerce Code Chapter 521;
(h) Texas Health and Safety Code, Chapters 181 and 611;
(i) Texas Government Code, Chapter 552, as applicable; and
(j) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Agreement.

10.3 The Provider further certifies that the Provider will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

10.4 Provider will ensure that any subcontractor of Provider who has access to HHSC Confidential Information will sign a HIPAA-compliant Business Associate Agreement with Provider, and Provider will submit a copy of that Business Associate Agreement to HHSC upon request.

XI. ACKNOWLEDGEMENTS AND CERTIFICATIONS

11.1 By signing below, Provider acknowledges and certifies to all of the following:

(a) Provider agrees to notify TMHP if the Provider files or is the subject of a bankruptcy petition. The Provider must provide TMHP and HHSC with notice of the bankruptcy not later than ten days after the case is filed. TMHP and HHSC also request notice of pleadings in the case.

(b) Provider has carefully read and understands the requirements of this agreement, and will comply.

(c) Provider has carefully reviewed all of the information submitted in connection with its application to participate in the Medicaid program, including the provider information forms (PIF-1) and principal information form (PIF-2), and provider certifies that this information is current, complete, and correct.

(d) Provider agrees to inform HHSC or its designee, in writing and within 30 calendar days, of any changes to the information submitted in connection with its application to participate in the Medicaid program, whether such change to the information occurs before or after enrollment.

(e) Provider understands that falsifying entries, concealment of a material fact, or pertinent omissions may constitute fraud and may be prosecuted under applicable federal and state law. Fraud is a felony, which can result in fines or imprisonment.

(f) Provider understands and agrees that any falsification, omission, or misrepresentation in connection with the application for enrollment or with claims filed may result in all paid services declared as an overpayment and subject to recoupment, and may also result in other administrative sanctions that include payment hold, exclusion, debarment, contract cancellation, and monetary penalties.

(g) Provider agrees to abide by all Medicaid regulations, program instructions, and Title XIX of the Social Security Act. The Medicaid laws, regulations, and program instructions are available through the Medicaid contractor. Provider understands that payment of a claim by Medicaid is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the provider's compliance with all applicable conditions of participation in Medicaid.

I agree to the terms and conditions above: ☑

Final Acknowledgement

Application Summary

I certify that the information I have supplied in this document constitutes true, correct, and complete information. I agree to inform HHSC or its designee, in writing, of any changes or if additional information becomes available. I understand that falsifying entries, concealment of a material fact, or pertinent omissions may constitute fraud and may be prosecuted under applicable federal and/or state law. Fraud is a felony, which can result in fines and imprisonment. I understand that any falsification or misrepresentation that, if known, would have resulted in a denial of the application will result in all paid services declared as an overpayment and subject to recoupment. I also understand that other administrative sanctions may be imposed that includes payment hold, exclusion, debarment, contract cancellation, and monetary penalties.

After you accept and submit the application, you cannot make any modifications while TMHP processes it. Please use the Quick Links listed above to review the entire application before you accept and submit it.

I acknowledge that the application is complete and correct. ☐

I will use electronic signatures to complete this application ◉ Yes ○ No

After you accept and submit the application, a finalized PDF will be available in your View Messages. Please allow up to 24 hours for processing.

If you need to generate a preview PDF before you accept and submit the application, please use the following link: Generate Preview PDF The size of the enrollment application will determine the length of time that it will take to generate the preview PDF. The preview PDF will be available in your View Message when complete.

Important: Generating a preview PDF does not complete the application process. Please proceed to the Agreement section below to complete your application.

Enrollment Print

Application Status	PEP Ticket Number
Submitted	**14068777**

Thank you for submitting your application to the Texas Medicaid & Healthcare Partnership (TMHP). You can check the status of your application anytime by visiting www.tmhp.com, selecting Access Provider Enrollment, and clicking View Existing Transactions.

If you have chosen to apply with Medicaid and the CSHCN Services Program at the same time, applications for both programs will be processed concurrently. You may also apply for the CSHCN Services Program once your application to Medicaid has been approved and you have received a Medicaid Texas Provider Identifier (TPI).

Print Options

You can obtain an electronic copy of your online application in 24 hours.

To print for your personal records, log onto www.tmhp.com to View Existing Transactions. Navigate to the Messages screen to locate the Portal Ticket number of the submitted application.

Adobe Acrobat 7.0 or greater is required to view and print from Provider Enrollment on the Portal. For applications with electronically signed agreements, select the â€œPrint/Save E-Signed Documentsâ€? button below to print or save these agreements for your records.

- Print/Save E-Signed Documents

Please print the cover letter and submit with the required supporting documentation to expedite processing.

- Print Cover Letter

Print the final checklist for your records to confirm that all applicable documentation is included for TMHP to complete processing of your application.

Final Checklist

Online Survey on the usability of Provider Enrollment on the Portal

Online Survey

Additional Documentation

Application information must match to the W-9 information submitted.
(http://www.irs.gov/)

Final Checklist

1. If Applicable, Complete the Following Forms:

All forms marked with a red dot may be signed electronically with online submission.

- ☐ **HHSC Medicaid Provider Agreement** ● (One for each group, performing provider within the group, individual, and facility included in this enrollment package)
- ☐ If applying for THSteps Dental, **Dental Provider Agreement** ● (One for each group, performing provider within the group, individual, and facility included in this enrollment package)
- ☐ If applying for CSHCN Services Program, **DSHS-CSHCN Services Program Agreement** ● (One for each group, performing provider within the group, individual, and facility included in this enrollment package)
- ☐ **Electronic Funds Transfer (EFT) Notification** ●

2. If Applicable, Attach the Following Documents:

Documents may be scanned and attached electronically with online submission.

- ☐ **IRS W-9 Form** (Excluding Performing Providers)
- ☐ **Voided Check or signed letter from the bank** to complete the EFT Notification. (The signed letter from the bank must be on the bankâ€™s letterhead.)
- ☐ **Green Card, Visa or other documentation** demonstrating the right to reside and work in the United States for each provider or principal that is not a U.S. Citizen.
- ☐ **Facility Providers â€"** Submit the following, if applicable:
  - Medicaid Audit Form
  - Copy of permit/license
- ☐ **Clinical Laboratory Providers â€"** Attach a copy of your CLIA certificate with approved specialty services as appropriate
- ☐ **FQHC Providers â€"** Submit a copy of the following:
  - Federally Qualified Health Center Affiliation Affidavit
  - Your grant award
- ☐ **Mammography Services Providers â€"**Submit a copy of certification of your mammography systems from the Bureau of Radiation Control (BRC).
- ☐ **Listed Provider Types â€"** Attach a copy of your approval letter or contract
  - TB Clinic
  - Blind Childrenâ€™s Vocational Discovery & Development Program
  - Case Management for Children and Pregnant Women
  - Consumer Directed Services Agency (CDSA)
  - Early Childhood Intervention (ECI)
  - MH Case Management/MR Case Management
  - MH Rehab
  - Service Responsibility Option (SRO)
  - Women, Infants & Children (WIC) â€" Immunization Only
  - Youth Empowerment Services (YES) Waiver
  - Pharmacy
- ☐ **Freestanding RHC Providers â€"** Submit a copy of your encounter rate letter from Medicaid
- ☐ **Out of State Providers â€"** Submit proof of meeting one of the following criteria :

1. A medical emergency documented by the attending physician or other provider.
2. The clientâ€™s health is in danger if he or she is required to travel to Texas.
3. Services are more readily available in the state where the client is located.
4. The customary or general practice for clients in a particular locality is to use medical resources in the other state.
5. All services provided to adopted children receiving adoption subsidies (these children are covered for all services, not just emergency).
6. Other out-of-state medical care may be considered when prior authorized.
7. The services are medically necessary services to one or more dually eligible clients (i.e., clients who are enrolled in both Medicare and Medicaid).
8. The services are medically necessary and the nature of the service is such that providers for this service are limited or not readily available within the state of Texas.
9. The services are provided by a pharmacy that is a distributor of a drug that is classified by the U.S. Food and Drug Administration (FDA) as a limited distribution drug.
10. The services are medically necessary and one or more of the following exceptions for good cause exist and can be documented:
    a. The services are medically necessary and one or more of the following exceptions for good cause exist and can be documented:

i. Texas Medicaid enrolled providers rely on the services provided by the applicant.

ii. Applicant maintains existing agreements as a participating provider through one or more Medicaid managed care organizations (MCO) and enrollment of the applicant leads to more cost-effective delivery of Medicaid services.

11. A laboratory may participate as an in-state provider under any program administered by a health and human services agency, including HHSC, that involves laboratory services, regardless of the location where any specific service is performed or where the laboratoryâ€™s facilities are located if:

    a. the laboratory or an entity that is a parent, subsidiary, or other affiliate of the laboratory maintains laboratory operations in Texas;

    b. the laboratory and each entity that is a parent, subsidiary, or other affiliate of the laboratory, individually or collectively, employ at least 1,000 persons at places of employment located in this state; and

    c. the laboratory is otherwise qualified to provide the services under the program and is not prohibited from participating as a provider under any benefits programs administered by a health and human services agency, including HHSC, based on conduct that constitutes fraud, waste, or abuse.

☐ **Dental Providers-** Submit a copy of your TSBDE Sedation/Anesthesia Permit, Portability Permit, or Anesthesiology Residency (if applicable)

☐ **DME Providers â€"** Submit the following:

- Texas Medicaid Surety Bond Form or Continuation Certificate
- Copy of the Power of Attorney document from the issuing surety company.

☐ **All Providers attesting to court ordered child support-** Submit a copy of your documentation of current compliance or a court approved agreement to come into compliance.

☐ **Institutional Providers â€"** Application fee (if applicable).

- Application Payment
- Proof of Payment (to Medicare, Medicaid, CHIP)

All Providers - The provider does not have to pay an application fee if the provider has paid the fee to enroll in Medicare, another state's Medicaid program, or another Texas state agency. Providers must document their payment to other programs or agencies and submit the documentation to TMHP with this application.

☐ **Providers who have undergone a change of ownership â€"** Submit the following:

- Bill of Sale
- Change of Ownership Questionnaire and Statement

☐ **Incorporated Providers -** Submit the following:

- Corporate Board of Directors Resolution Form â€" Signed and notarized copy
- Certificate of Formation and Certificate of Filing or Certificate of Authority
- Franchise Tax Account Status Page or IRS 501(c)(3) Exemption Letter

☐ **Certified Nurse Midwife (CNM) Providers â€"** Submit the â€œPhysicianâ€™s Letter of Agreementâ€? form found on the provider section of the TMHP website at www.tmhp.com. Click on the â€œFormsâ€? button on the left side of the page.

☐ **Licensed Midwife (LM) Providers â€"** Submit the â€œPhysicianâ€™s Letter of Agreementâ€? form found on the provider section of the TMHP website www.tmhp.com. Click on the â€œFormsâ€? button on the left side of the page.

☐ **CSHCN Dental/Orthodontia Providers â€"** Submit the CSHCN Services Program â€" Required Information for Dental/Orthodontia Providers Form.

☐ **CSHCN Customized DME Providers â€"** Submit the following:

- CSHCN Services Program â€" Required Information for Customized Durable Medical Equipment (DME) Providers Form
- Evidence of having current certification from the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) as an assistive technology practitioner (ATP).

Please make a copy of all documents for your own records.

All correspondence related to this application (i.e., enrollment denials, deficiency letters) will also be mailed to the physical address listed on your application unless otherwise requested. Submit a cover letter listing the contact address and phone number to have deficiency letters mailed elsewhere.

If submitting application on paper or sending additional documentation, mail your documents to the following address

Texas Medicaid & Healthcare Partnership
ATTN: Provider Enrollment
PO Box 200795
Austin, TX 78720-0795

Tooltips

Enrollment

Page	Field	ToolTip
Provider Type Identification Form	Are you enrolled in Medicare?	Medicare Number Required: Advanced Practice Nurse Ambulance/ Air Ambulance Ambulatory Surgical Center (ASC) Audiologist Catherization Lab Certified Nurse Midwife (CNM) Certified Registered Nurse Anesthetist (CRNA) Chiropractor Community Health Mental Center Comprehensive Health Center (CHC) Comprehensive Outpatient Rehabilitation Facility (CORF) Durable Medical Equipment (DME) Federally Qualified Health Center (FQHC) Federally Qualified Look-alike (FQL) Federally Qualified Satellite (FQS) Freestanding Psychiatric Facility Freestanding Rehabilitation Center Home Health Hospital- In State Hospital- Out of State Independent Diagnostic Testing Facility Independent Lab Optician Optometrist (OD) Physician (excluding OB/GYN and Pediatrics) Physician Assistance Physiological Lab Podiatrist Portable X-Ray Psychologist Radiation Treatment Center Renal Dialysis Facility Rural Health Clinic (RHC)- Hospital & Freestanding Skilled Nursing Facility (SNF)
Provider Type Identification Form	Applicant is enrolling as: Individual (radio button)	An individual practitioner who is not affiliated with a group.
Provider Type Identification Form	Applicant is enrolling as: Performing Provider (radio button)	An individual practitioner within a business group; Medicare enrollment status must follow the Groups enrollment. If the Group is enrolled in Medicare including Pediatrician and OB\GYN the performing provider will also be required to have the same Medicare enrollment status.
Provider Type Identification Form	Applicant is enrolling as: Group (radio button)	A business group of one or more individual practitioners, who practice with different areas of specialization as a multi-specialty or all of the individuals practice with the same area of specialty as a single specialty groups.
Provider Type Identification Form	Applicant is enrolling as: Facility (radio button)	A facility or a distinct part of a facility that is required to enroll in order for the Texas State Programs to consider services rendered for payment. For enrollment purposes a business such as a Durable Medical Equipment or a Home Health Services is considered a Facility.
Provider Type Identification Form	Enrolling As: Performing Provider (radio button)	Performing providers of a Medicare group must also have a current Medicare number before enrolling in the Texas Medicaid Program
Provider Type Identification Form	NPI	National Plan and Provider Enumeration System
Provider Type Identification Form	CSHCN	The Children with Special Health Care Needs (CSHCN) Services Program is the oldest governmentally-administered continuous medical assistance program in Texas. In 1933, state legislative action initiated funding two years in advance of the first federal initiative, Title V of the Social Security Act. From its inception, the program has provided assistance to low income children with special health care needs. In response to Senate Bill 374, passed by the 76th Texas Legislature, the name and scope of the program changed. In accordance with the Act, other provisions became effective July 1, 2001. Among these provisions was the implementation of a comprehensive health benefits plan that provides medical checkups, mental health services, preventive services, and therapeutic medical and dental services to all eligible clients.
Provider Type Identification Form	Advanced Practice Nurse	To enroll in the Texas Medicaid Program, an advanced practice nurse (APN) must be licensed as a registered nurse and be recognized as an APN by the Board of Nurse Examiners for the State of Texas. All APNs are enrolled within the categories of practice as determined by the Board of Nurse Examiners. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required. APNs can enroll as groups or into multi-specialty groups.
Provider Type Identification Form	Ambulance/Air Ambulance	To enroll in the Texas Medicaid Program, ambulance providers must:1) Operate according to the laws, regulations, and guidelines governing ambulance services under Medicare Part B. 2) Equip and operate under the appropriate rules, licensing, and regulations of the state in which they operate. 3) Acquire a license from Texas Department of State Health Services (DSHS) approving equipment and training levels of the crew. 4) Enroll in Medicare, a hospital-operated ambulance provider must be enrolled as an ambulance provider and submit claims using the ambulance Texas Provider Identifier (TPI) not the hospital TPI.
Provider Type Identification Form	Ambulatory Surgical Center (ASC)	To enroll in the Texas Medicaid Program, Ambulatory Surgical Centers (ASCs) must: meet and comply with applicable state and federal laws and provisions of the state plan under Title XIX of the Social Security Act for Medical Assistance, and be enrolled in Medicare. Out-of-state ASCs must be certified by Medicare, certified as an ASC in the state where they are located and provide services to a Texas Medicaid client that is included in participation in the Texas Medicaid Program.
Provider Type Identification Form	Audiologist	To enroll in the Texas Medicaid Program, hearing aid professionals (physicians, audiologists, and fitters and dispensers) who provide hearing evaluations or fitting and dispensing services must be licensed by the licensing board of their profession to practice in the state where the service was performed and be enrolled as a Medicare provider. Additionally, audiologists must also be currently certified by the American Speech, Language, and Hearing Association or meet the Association's equivalency requirements. Audiologists can enroll as groups. Medicare enrollment is a prerequisite for enrollment as a Medicaid group. An Audiologist cannot enroll into a multi-specialty group.
Provider Type Identification Form	Birthing Center	To enroll in the Texas Medicaid Program, a birthing center must be licensed by DSHS. Texas Medicaid only reimburses birthing center services that provide a level of service equal to the professional skills of a physician or certified nurse-midwife (CNM) who acts as the birth attendant. A birthing center is defined as a facility or institution where a woman is scheduled to give birth following an uncomplicated (low-risk) pregnancy. This term does not include a hospital, ambulatory surgical center, nursing facility, or residence of the woman giving birth.
Provider Type Identification Form	Catheterization Lab	To enroll in the Texas Medicaid Program, a catheterization lab must be Medicare-certified.

Provider Type Identification Form	Certified Nurse Midwife (CNM)	To enroll in the Texas Medicaid Program, a certified nurse-midwife (CNM) must be a licensed registered nurse who is recognized by the Board of Nurse Examiners for the State of Texas as an advanced practice nurse in nurse-midwifery and certified by the American College of Nurse-Midwives. Medicare enrollment is a prerequisite for enrollment as a Medicaid provider.
Provider Type Identification Form	Certified Registered Nurse Anesthetist (CRNA)	CRNAs can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Chemical Dependency Treatment Facility	Chemical dependency treatment facilities licensed by HHSC are eligible to enroll in the Texas Medicaid Program. Chemical dependency treatment facility services are those facility services determined by a qualified credentialed professional, as defined by the Texas Commission on Alcohol and Drug Abuse Chemical Dependency Treatment Facility Licensure Standards, to be reasonable and necessary for the care of a person younger than age 21 who is chemically dependent.
Provider Type Identification Form	Chiropractor	To enroll in the Texas Medicaid Program, a doctor of chiropractic (DC) medicine must be licensed by the Texas Board of Chiropractic Examiners and enrolled as a Medicare provider.
Provider Type Identification Form	Community Mental Health Center	Community mental health centers (CMHC) can enroll in the Texas Medicaid Program without the approval of DADS, but must be enrolled in Medicare.
Provider Type Identification Form	Comprehensive Health Center (CHC)	To enroll in the Texas Medicaid Program to provide medical services, physicians (MD and DO) and doctors (DMD, DDS, OD, DPM, and DC) must be licensed by the licensing authority of their profession to practice in the state where the service is performed at the time services are provided. All physicians except pediatricians and physicians doing only THSteps medical screens must be enrolled in Medicare before Medicaid enrollment. TMHP may waive the Medicare enrollment prerequisite for pediatricians or physicians whose type of practice and service may never be billed to Medicare.
Provider Type Identification Form	Comprehensive Outpatient Rehabilitation Facility	To enroll in the Texas Medicaid Program, a Comprehensive Outpatient Rehab Facility (CORF) must be Medicare-certified. CORFs are public or private institutions primarily engaged in providing, under medical direction, diagnostic, therapeutic, and restorative services to outpatients, and are required to meet specified conditions of participation.
Provider Type Identification Form	Consumer Directed Services Agency (CDSA)	To enroll in the Texas Title XIX Medicaid Program, Consumer Directed Services Agency providers must complete the Texas Medicaid enrollment application. Providers of personal assistance services must submit their contract with the Department of Aging and Disability Services as a Consumer Directed Services Agency provider.
Provider Type Identification Form	Dentist	A dentist must complete an enrollment application for each separate practice location and will receive a unique nine-digit Medicaid provider identification number for each practice location.
Provider Type Identification Form	Durable Medical Equipment (DME)	To be eligible to participate in the Comprehensive Care Program (CCP), providers of durable medical equipment (DME) must be enrolled in Medicare (Palmetto). Enrolled providers of DME or expendable medical supplies are issued a DMEH TPI that is specific to home health services. Providers of customized, nonbasic medical equipment, orthotic or prosthetic providers are also enrolled as a DME provider. Prescriptions, insulin and insulin syringes are covered through the Medicaid Vendor Drug Program. Refer to the Pharmacy section for more information on pharmacies enrolled as CCP providers.
Provider Type Identification Form	Durable Medical Equipment / Home Health	Enrolled providers of DME or expendable medical supplies are issued a DMEH TPI that is specific to home health services. These providers must be Medicare-certified as a DME/medical supplier to obtain a DME Home Health Texas Provider Number.
Provider Type Identification Form	Family Planning Agency	To enroll in the Texas Medicaid Program, family planning agencies must ensure that all services are furnished by, prescribed by, or provided under the direction of a licensed physician and have a medical director who is a physician currently licensed to practice medicine in Texas. Agencies must have an established record of performance in the provision of both medical and educational/counseling family planning services as verified through client records, established clinic hours, and clinic site locations; provide family planning services in accordance with the Department of State Health Services (DSHS) standards of client care for family planning agencies; and be approved for family planning services by the DSHS Family Planning Program. Family planning services are payable under the existing FQHC TPI using family planning procedure codes.
Provider Type Identification Form	Federally Qualified Health Center (FQHC)	To enroll in the Texas Medicaid Program, a Federally Qualified Health Center (FQHC) must be receiving a grant under Section 329, 330, or 340 of the Public Health Service Act or designated by the U.S. Department of Health and Human Services to have met the requirements to receive this grant. A copy of the Public Health Service issued notice of grant award reflecting the project period and the current budget period must be submitted with the enrollment application. A current notice of grant award must be submitted to the TMHP Provider Enrollment Department annually. Centers are required to notify TMHP of all satellite centers that are affiliated with the parent FQHC and their actual physical addresses.
Provider Type Identification Form	Federally Qualified Look-alike (FQL)	FQHC "look-alikes" are not required to enroll in Medicare but may elect to do so to receive reimbursement for crossovers.
Provider Type Identification Form	Federally Qualified Satellite (FQS)	FQHCs and their satellites are required to enroll in Medicare to be eligible for Medicaid enrollment. All FQHC satellite centers billing Medicaid for FQHC services must also be approved by the Public Health Service. For accounting purposes, centers may elect to enroll the Public Health Service-approved satellites using an FQS TPI that ties back to the parent FQHC TPI and tax ID. This procedure allows for the parent FQHC to have one provider agreement as well as one cost report combining all costs from all approved satellites and the parent FQHC. If an approved satellite chooses to bill the Texas Medicaid Program directly, the center must have a separate TPI from the parent FQHC and will be required to file a separate cost report.
Provider Type Identification Form	Freestanding Psychiatric Facility	To be eligible to participate in the THSteps-CCP, a psychiatric hospital/facility must be accredited by the Joint Commission, have a valid provider agreement with HHSC, and have completed the TMHP enrollment process. Facilities certified by Medicare must also meet the JCAHO accreditation requirements. Freestanding psychiatric hospitals enrolled in Medicare may also receive payment for Medicare deductible and coinsurance amounts with the exception of clients ages 21-64.
Provider Type Identification Form	Freestanding Rehabilitation Facility	To be eligible to participate in the THSteps-Comprehensive Care Program (CCP), a freestanding rehabilitation hospital must be certified by Medicare, have a valid Provider Agreement with HHSC, and have completed the TMHP enrollment process. The Texas Medicaid Program enrolls and reimburses freestanding rehabilitation hospitals for CCP services and Medicare deductible/coinsurance. The information in this section is applicable to CCP services only.
Provider Type Identification Form	Genetics	Only full-service genetic providers may enroll in the Texas Medicaid Program. Before enrolling, the provider must contract with DSHS for the provision of genetic services. Basic contract requirements are as follows. 1) The provider's medical director must be a clinical geneticist (MD or DO) who is board eligible/certified by the American Board of Medical Geneticists (ABMG). The physician must oversee the delivery and content of all medical services. 2) The provider must use a team of professionals to provide genetic evaluative, diagnostic, and counseling services. The team rendering the services must consist of at least the following professional staff. 3) The clinical geneticist (MD or DO) and at least one of the following: nurse, genetic associate, social worker, medical geneticist, or genetic counselor. Administrative personnel and support staff may also be involved. Additionally, each genetic professional providing clinical services must obtain a performing TPI from TMHP. For more contracting information, contact: DSHS Genetic Screening and Case Management Division, 1100 West 49th Street, Austin TX 78756-3199, 512-458-7111 X2193.
Provider Type Identification Form	HCSSA	Home and Community Support Services Agency (HCSSA) To enroll in the Texas Medicaid Program, HCSSA providers must complete the Texas Medicaid enrollment application. These providers must be certified by the Texas Department of Aging and Disability Services as a Licensed Home Health. HCSSAs are eligible to enroll as a Durable Medical Equipment Home Health; Palmetto enrollment is not required.
Provider Type Identification Form	Hearing Aid	To enroll in the Texas Medicaid Program, hearing professionals (physicians, audiologists, and fitters and dispensers) who provide hearing evaluations or fitting and dispensing services must be licensed by the licensing board of their profession to practice in the state where the service was performed. Additionally, audiologists must also be currently certified by the American Speech, Language, and Hearing Association or meet the Association's equivalency requirements. Audiologists do not have to provide separate licensure to enroll as a fitter and dispenser because the audiology licensure encompasses and constitutes refistration to fit and dispense hearing instruments.
Provider Type Identification Form	Home Health	To enroll in the Texas Title XIX Medicaid program home health services providers must complete the Texas Medicaid enrollment application. Home Healths are also eligible to enroll as a Durable Medical Equipment Home Health; Palmetto enrollment is not required.
Provider Type Identification Form	Hospital - In-State	To be eligible to participate in the Texas Medicaid Program, a hospital must be certified by Medicare, have a valid provider agreement with HHSC, and have completed the TMHP enrollment process.
Provider Type Identification Form	Hospital Ambulatory Surgical Center (HASC)	Hospitals certified and enrolled in the Texas Medicaid Program are assigned a nine-character TPI (HASC) exclusively for billing day surgeries.
Provider Type Identification Form	Hospital - Military	To enroll in the Texas Medicaid Program, a military hospital must be certified by Medicare, have a valid provider agreement with HHSC, and have completed the TMHP enrollment process. Veteran's Administration (VA) hospitals are eligible to receive Texas Medicaid payment only on claims that have crossed over from Medicare.
Provider Type Identification	Hospital - Out-of-	To be eligible to participate in the Texas Medicaid Program, a hospital must be certified by Medicare, have a valid provider

Form	State	agreement with HHSC, and have completed the TMHP enrollment process.
Provider Type Identification Form	Hyperalimentation	To enroll in the Texas Medicaid Program, providers of in-home total parenteral hyperalimentation must be enrolled in Medicare (Palmetto) as in-home total parenteral hyperalimentation supplier providers.
Provider Type Identification Form	Independent Diagnostic Testing Facility	To enroll in the Texas Medicaid Program, the Independent Diagnostic Testing Facility must: 1.Enroll in Medicare 2.Medicare enrollment must reflect diagnostic testing
Provider Type Identification Form	Independent Lab (Physician Involvement)	To enroll in the Texas Medicaid Program, the independent (freestanding) laboratory must: 1) Independent from a physician's office or hospital 2) Meet staff, equipment, and testing capability standards for certification by HHSC 3) Have Medicare certification
Provider Type Identification Form	Independent Lab (No Physician Involvement)	To enroll in the Texas Medicaid Program, the independent (freestanding) laboratory must: 1) Independent from a physician's office or hospital 2) Meet staff, equipment, and testing capability standards for certification by HHSC 3) Have Medicare certification
Provider Type Identification Form	Indian Health Services (IHS)	The Indian Health Services (IHS) provider must have Medicare certification before enrolling in the Medicaid Program. Therefore, if they have Medicare certification and are designated under Medicare as an IHS provider, they do not need to provide a HRSA designation letter to enroll in the Medicaid Program." IHS must enroll as a facility.
Provider Type Identification Form	Licensed Marriage and Family Therapist (LMFT)	To enroll in the Texas Medicaid Program, whether as an individual or as part of a group, a licensed marriage and family therapist (LMFT) must be licensed by the Texas State Board of Examiners of Licensed Marriage and Family Therapists. LMFTs are covered as Medicaid-only providers. Therefore, enrollment in Medicare is not a requirement. LMFTs can enroll as part of a multi-specialty group whether or not they are enrolled in Medicare. Providers that hold a temporary license are not eligible to enroll in the Texas Medicaid Program.
Provider Type Identification Form	Licensed Professional Counselor (LPC)	To enroll in the Texas Medicaid Program, independently or as a group of practicing licensed professional counselors (LPCs), you must be licensed by the Texas State Board of Examiners of Professional Counselors. LPCs are covered as Medicaid-only providers; therefore, enrollment in Medicare is not a requirement for enrollment in Medicaid. Practitioners holding a temporary license are not eligible to enroll in Medicaid. LPCs can enroll as groups or into multi-specialty and Behavioral Health groups. The Provider Agreement, Provider Information Form (PIF-1) and, Principal Information Form (PIF-2) must be completed for the group and each performing provider enrolling into the group.
Provider Type Identification Form	Maternity Service Clinic (MSC)	To enroll in the Texas Medicaid Program, maternity service clinics (MSC) must ensure that the physician prescribing the services is employed by or has a contractual agreement/formal arrangement with the clinic to assume professional responsibility for the services provided to clinic patients. To meet this requirement a physician must see the patient at least once, prescribe the type of care provided, and if the services are not limited by the prescription, periodically review the need for continued care. Medicare certification is not a prerequisite for MSC enrollment. An MSC must: 1) be a facility that is not an administrative, organizational, or financial part of a hospital 2) be organized and operated to provide maternity services to outpatients 3) comply with all applicable federal, state, and local laws and regulations 4) an MSC wanting to bill and receive reimbursement for case management services to high-risk pregnant adolescents, women, and infants must meet the criteria specified in the Case Management for Children and Pregnant Women section.
Provider Type Identification Form	Mental Retardation Diagnostic Evaluation (MRDE)	To enroll in the Texas Medicaid Program, Mental Retardation Diagnostic Evaluation providers must be an approved Mental Health Mental Retardation (MHMR) Facility, TMHP is required to verify approval with Department of State Health Services-Mental Retardation (DSHS-MR).
Provider Type Identification Form	Milk Bank Donor	Milk Donor Banks adheres to quality guidelines consistent with the Human Milk Bank Association of Northern America. HHSC has determined that a physician must prescribe the donor milk. The age restriction will be 0 through 2 years of age. Out-of-state providers do not have to provide the Certificate of Incorporation/Authority or the Franchise Tax Account Status Page if the corporation is not exempt from the Franchise Tax.
Provider Type Identification Form	Multi-Specialty Group	Multi-Specialty Group are a business group of one or more individual practitioners, who practice with different areas of specialization.
Provider Type Identification Form	Occupational Therapist (OT)	HHSC allows Medicaid enrollment of independently practicing licensed occupational therapists in the THSteps-Comprehensive Care Program (CCP). Some occupational therapy services are also available under Home Health.
Provider Type Identification Form	Optician	To enroll in the Texas Medicaid Program, doctors of optometry must be licensed by the licensing board of their profession to practice in the state where the service was performed, at the time the service was performed, and be enrolled as Medicare Providers. Opticians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Optometrist (OD)	To enroll in the Texas Medicaid Program, doctors of optometry must be licensed by the licensing board of their profession to practice in the state where the service was performed, at the time the service was performed, and be enrolled as Medicare Providers. Opticians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Outpatient Physical Therapy Service (ORF)	Outpatient Physical Therapy Services (ORF) are centers which could be public or private institutions primarily engaged in providing under medical direction diagnostic, therapeutic, and restorative services to outpatients and are required to meet specified conditions of participation.
Provider Type Identification Form	Personal Assistant Services	To enroll in the Texas Medicaid Program, personal assistance services providers must complete the Texas Medicaid enrollment application. Providers of personal assistance services must be licensed by the Home and Community Support Services Agency as a Personal Assistance (PAS) provider.
Provider Type Identification Form	Physical Therapist (PT)	To enroll in the Texas Medicaid Program, independently practicing licensed physical therapists must be enrolled in Medicare. The Medicare enrollment requirement is waived for therapists providing services only to THSteps-eligible clients who are under 21 and not receiving Medicare benefits. If you are currently enrolled with the Texas Medicaid Program or plan to provide regular acute care services to clients with Medicaid coverage, enrollment in the THSteps-Comprehensive Care Program (CCP) is not necessary. All non-CCP physical therapy services must be billed with your current Medicaid TPI.
Provider Type Identification Form	Physician DO	To enroll in the Texas Medicaid Program to provide medical services, physicians (MD and DO) and doctors (DMD, DDS, OD, DPM, and DC) must be licensed by the licensing authority of their profession to practice in the state where the service is performed at the time services are provided. All physicians except pediatricians, OB-GYNs, and physicians doing only THSteps medical screens must be enrolled in Medicare before Medicaid enrollment. TMHP may waive the Medicare enrollment prerequisite for pediatricians or physicians whose type of practice and service may never be billed to Medicare. Physicians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Physician MD	To enroll in the Texas Medicaid Program to provide medical services, physicians (MD and DO) and doctors (DMD, DDS, OD, DPM, and DC) must be licensed by the licensing authority of their profession to practice in the state where the service is performed at the time services are provided. All physicians except pediatricians, OB-GYNs, and physicians doing only THSteps medical screens must be enrolled in Medicare before Medicaid enrollment. TMHP may waive the Medicare enrollment prerequisite for pediatricians or physicians whose type of practice and service may never be billed to Medicare. Physicians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Physician Assistant	To enroll in the Texas Medicaid Program, a Physician Assistant (PA) must be licensed as a physician assistant and be recognized as the PA by the Texas Medical Board. All PAs are covered under the scope of practice as determined by the Texas Medical Board. PAs can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Physiological Lab	To enroll in the Texas Medicaid Program, radiological and physiological laboratories and portable X-ray suppliers must be enrolled in Medicare. Both radiological and physiological laboratories must be directed by a physician.
Provider Type Identification Form	Podiatrist	Podiatrists (DPM) must be Medicare-certified and enrolled as Medicaid providers are authorized to perform procedures on the ankle or foot as approved by the Texas Legislature under their licensure as a DPM when such procedures would also be reimbursable to a physician (MD or DO) under the Texas Medicaid Program. Podiatrist can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Portable X-Ray	To enroll in the Texas Medicaid Program, radiological and physiological laboratories and portable X-ray suppliers must be enrolled in Medicare. A physician must direct both radiological and physiological laboratories.
Provider Type Identification Form	Psychologist	To enroll in the Texas Medicaid Program, an independently practicing psychologist must be licensed by the Texas State Board of Examiners of Psychologists and be enrolled as a Medicare provider. Psychologists can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	Radiation Treatment Center	To enroll in the Texas Medicaid Program, Radiation Treatment Centers must be Medicare-certified and certified by HHSC Bureau of Radiation Control.

Provider Type Identification Form	Radiological Lab	To enroll in the Texas Medicaid Program, radiological and physiological laboratories and portable X-ray suppliers must be enrolled in Medicare. A physician must direct both radiological and physiological laboratories.
Provider Type Identification Form	Renal Dialysis Facility	To enroll in the Texas Medicaid Program, a renal dialysis facility must be Medicare-certified in the state that it is located to provide services. Facilities must also adhere to the appropriate rules, licensing, and regulations of the state where they operate.
Provider Type Identification Form	Rural Health Clinic - Hospital, Freestanding	To enroll in the Texas Medicaid Program and qualify for participation as a Title XIX rural health clinic (RHC), RHC must be enrolled in Medicare.
Provider Type Identification Form	Social Worker (LCSW)	To enroll in the Texas Medicaid Program independently or as a group, a licensed clinical social worker (LCSW) must be licensed through the State Board of Social Work Examiners as a LCSW and be enrolled in Medicare or obtain a pediatric practice exemption through TMHP Provider Enrollment. Practitioners holding a temporary license are not eligible to enroll in Medicaid. Social Workers can enroll as groups or into multi-specialty or Behavioral Health groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
Provider Type Identification Form	SHARS - School, Co-Op or School-based health center	To enroll in the Texas Medicaid Program, school districts, share service arrangements, and individuals or entities must meet Medicaid-approved or recognized certification and licensing requirements. These requirements must be consistent with state and federal laws and regulations and are subject to approval by HHSC. A qualified provider may be an institution, agency, person, or organization chosen by the parent who agrees in writing with HHSC to: 1) provide SHARS as listed in the individual education plan (IEP); 2) provide SHARS in the least restrictive environment as set forth in the IEP; 3) maintain and submit all records and reports required by the school district to ensure compliance with the IEP.
Provider Type Identification Form	SHARS - Non-School	To enroll in the Texas Medicaid Program, school districts, share service arrangements, and individuals or entities must meet Medicaid-approved or recognized certification and licensing requirements. These requirements must be consistent with state and federal laws and regulations and are subject to approval by HHSC. A qualified provider may be an institution, agency, person, or organization chosen by the parent who agrees in writing with HHSC to: 1) provide SHARS as listed in the individual education plan (IEP); 2) provide SHARS in the least restrictive environment as set forth in the IEP; 3) maintain and submit all records and reports required by the school district to ensure compliance with the IEP.
Provider Type Identification Form	Service Responsibility Option (SRO)	To enroll in the Texas Title XIX Medicaid Program, Service Responsibility Option providers must complete the Texas Medicaid enrollment application. Providers of personal assistance services must submit their contract with the Department of Aging and Disability Services as a Service Responsibility Option provider.
Provider Type Identification Form	TB Clinic	To enroll in the Texas Medicaid Program, the tuberculosis (TB) clinic must be: 1) A public entity operating under DSHS tax identification number (TB regional clinic) or a public entity operating under a non-DSHS tax identification number (city/county/local clinic) or a non-hospital based entity for private providers 2) A provider of TB-related clinic services must apply to the DSHS Tuberculosis Elimination Division. For more information about provider qualifications, contact the Tuberculosis Elimination Division, Financial Services and Medicaid Unit at 512-458-7447. To receive a provider application form or provider supplement, send a request to the following address: Tuberculosis Elimination Division, ATTN: Financial Services and Medicaid Unit, 1100 West 49th Street, Austin TX 78756-3199.
Provider Type Identification Form	Vision Medical Supplier (VMS)	To enroll in the Texas Medicaid Program, doctors of optometry must be licensed by the licensing board of their profession to practice in the state where the service was performed, at the time the service was performed, and be enrolled as Medicare (Palmetto) Providers.
Provider Type Identification Form	Early Childhood Intervention (ECI)	To enroll in the Texas Medicaid Program, an ECI provider must comply with all applicable federal, state, local laws, and regulations regarding the services provided. The ECI provider must contact the Texas ECI Program at 512-424-6770. After meeting the case management criteria of the Texas ECI Program, providers must request a Medicaid application from TMHP Provider Enrollment.
Provider Type Identification Form	MH Case Management	To enroll in the Texas Medicaid Program, MH Case Management providers must contact Texas Department of State Health Services (DSHS) at (512) 206-5830 to be approved. Local mental health (MH) providers, with the approval of DSHS, are eligible to apply for MH case management.
Provider Type Identification Form	MH Case Management/MH Rehabilitative Services	To enroll in the Texas Medicaid Program, MH Rehabilitative Service providers must contact Texas Department of State Health Services (DSHS) at (512) 206-5830 to be approved. Local mental health (MH) providers, with the approval of DSHS, are eligible to apply to become MH rehabilitative service providers. To enroll in the Texas Medicaid Program, MH Case Management providers must contact Texas Department of State Health Services (DSHS) at (512) 206-5830 to be approved. Local mental health (MH) providers, with the approval of DSHS, are eligible to apply for MH case management.
Provider Type Identification Form	MH Rehabilitative Services	To enroll in the Texas Medicaid Program, MH Rehabilitative Service providers must contact Texas Department of State Health Services (DSHS) at (512) 206-5830 to be approved. Local mental health (MH) providers, with the approval of DSHS, are eligible to apply to become MH rehabilitative service providers.
Provider Type Identification Form	Women, Infants & Children (WIC) - Immunization Only	Enrollment for CPW providers is a two-step process. 1: Potential providers must submit a Department of State Health Services (DSHS) Case Management for Children and Pregnant Women provider application to the DSHS Health Screening and Case Management Unit. Step 2: Upon approval by DSHS, potential providers must enroll as a Medicaid provider for CPW and submit a copy of their DSHS approval letter. Facility providers must enroll as a CPW group, and each eligible case manager must enroll as a performing provider for the group. Federally qualified health center (FQHC) facilities that provide CPW services use their FQHC number and will not apply for an additional provider number for CPW.
Provider Type Identification Form	Blind Children's Vocational Discovery & Development Program	The Department of Assistive and Rehabilitative Services (DARS) Division for Blind Services (DBS), is the Medicaid provider of case management for children younger than 16 years of age who are blind and visually impaired. Providers must meet educational and work experience requirements that are commensurate with their job responsibilities and must be trained in DBS case management activities.
Provider Type Identification Form	Women, Infants & Children (WIC) - Immunization Only	To be eligible as a qualified provider for presumptive eligibility determinations the following federal requirements must be met. The provider must be 1) an eligible Medicaid provider 2) provide outpatient hospital services, rural health clinic services, or clinic services furnished by or under the direction of a physician without regard to whether the clinic itself is administered by a physician (includes family planning clinics) 3) receive funds from or participate in the WIC program.
Provider Type Identification Form	Dietitian	Independently practicing licensed dietitians may enroll in Texas Medicaid to provide services to THSteps-Comprehensive Care Program (THSteps-CCP) clients. Providers of nutritional services and counseling must be licensed by the Texas State Board of Examiners of Dietitians in accordance with the Licensed Dietitians Act, Article 4512h.
Provider Type Identification Form	Licensed Vocational Nurse	Independently enrolled licensed vocational nurses may also enroll to provide private duty nursing under the Texas Medicaid THSteps-Comprehensive Care. Providers who wish to provide THSteps Comprehensive Care Program Private Duty Nursing services under the licensed only home health (LHH) category must enroll as providers under the LHH category. Medicare certification is not required for the LHH category.
Provider Type Identification Form	Occupational Therapist (OT)	HHSC allows Medicaid enrollment of independently practicing licensed occupational therapists in the THSteps-Comprehensive Care Program (CCP). Some occupational therapy services are also available under Home Health.
Provider Type Identification Form	Pharmacy	Pharmacy providers are eligible to participate in THSteps-CCP. To be enrolled in CCP, the pharmacy must also be enrolled in the Vendor Drug Program (VDP). Pharmacy providers currently enrolled with VDP are also enrolled in THSteps-CCP with TMHP. This enrollment allows pharmacy providers to bill for those medications and supplies payable by Medicaid for clients younger than 21 years of age but not covered by VDP (e.g., some over-the-counter drugs, diapers, and disposable or expendable medical supplies). Pharmacy providers must continue to bill HHSC for drugs covered under VDP.
Provider Type Identification Form	Physical Therapist (PT)	To enroll in the Texas Medicaid Program, independently practicing licensed physical therapists must be enrolled in Medicare. The Medicare enrollment requirement is waived for therapists providing services only to THSteps-eligible clients who are under 21 and not receiving Medicare benefits. If you are currently enrolled with the Texas Medicaid Program or plan to provide regular acute care services to clients with Medicaid coverage, enrollment in the THSteps-Comprehensive Care Program (CCP) is not necessary. All non-CCP physical therapy services must be billed with your current Medicaid TPI.
Provider Type Identification Form	Registered Nurse	Independently enrolled registered nurses may also enroll to provide private duty nursing under the Texas Medicaid THSteps-Comprehensive Care. Providers who wish to provide THSteps Comprehensive Care Program Private Duty Nursing services under the licensed only home health (LHH) category must enroll as providers under the LHH category. Medicare certification is not required for the LHH category.
Provider Type Identification Form	Social Worker (LCSW-ACP)	To enroll in the Texas Medicaid Program independently or as a group, a licensed clinical social worker (LCSW) must be licensed through the State Board of Social Work Examiners as a LCSW and be enrolled in Medicare or obtain a pediatric practice exemption through TMHP Provider Enrollment. Practitioners holding a temporary license are not eligible to enroll in Medicaid. Social Workers can enroll as groups or into multi-specialty or Behavioral Health groups. If enrolling into a Medicare enrolled multi-specialty group,

		Medicare enrollment is required.
Provider Type Identification Form	Speech Therapist (SLP)	HHSC allows enrollment of independently practicing licensed speech-language pathologists under the THSteps-CCP. The Texas Medicaid Program enrolls and reimburses speech-language pathologists for CCP services only.
Provider Type Identification Form	Texas Health Steps Medical(THSteps) Services (EPSDT) (checkbox)	To enroll in the Texas Medicaid and THSteps Program, providers must be licensed physicians (MD, DO); health care providers of facilities (public or private) capable of performing the required medical checkup procedures under the direction of a physician; (such as regional and local health departments; family planning clinics; migrant health clinics; community-based hospitals and clinics; maternity clinics; rural health clinics; home health agencies; and school districts). Family and pediatric nurse practitioners may enroll independently as THSteps providers. Certified nurse-midwives may be enrolled as providers of THSteps medical checkups for newborns, up to two months of age, and adolescent females. Women's health care nurse practitioners may be enrolled as providers of THSteps medical checkups for adolescent females and adult nurse practitioners may enroll as providers of THSteps checkups for people older than age 14.
Provider Type Identification Form	Are you a private or public entity?	Public providers are those that are owned or operated by a city, state, county, or other government agency or instrumentality, according to the Code of Federal Regulations, including any agency that can do intergovernmental transfers to the State. Public agencies include those that can certify and provide state matching funds.
ProviderTypeSpecificForm	Is this an ESRD facility?	End Stage Renal Disease
Provider Specialty Taxonomy	Do you provide Hearing Services for Children?	The Hearing Services for Children designation identifies providers that choose to administer diagnostic hearing services, hearing aids, and hearing aid accessories to children who are 20 years of age or younger.
Provider Specialty Taxonomy	Enter THSteps Taxonomy Code	All letters in taxonomies must be capitalized
Provider Demographics	Do you want to be a limited provider?	Clients are placed in the Limited Program if, on review by HHSC and the Office of Inspector General (OIG), their use of Medicaid services shows duplicative, excessive, contraindicated, or conflicting health care services and/or drugs; or if the review indicates abuse, misuse, or fraudulent actions related to Medicaid benefits and services. Clients qualifying for limited primary care provider status are required to choose a primary care provider. The provider can be a doctor, clinic, or nurse practitioner in the Medicaid program. If a limited candidate does not choose an appropriate care provider, one is chosen for the client by HHSC/OIG after obtaining an agreement from the provider. The provider is responsible for determining appropriate medical services and the frequency of such services. A referral by the primary care provider is required if the client is treated by other providers.
Provider Demographics	Physical Address	Address should be where the services are being rendered, this address can not be a P.O. Box. If billing Medicare crossover claims, the address should match the physical address on file with Medicare.
Provider Demographics	Accounting / Billing Address	This address must match the address on the IRS W-9 Form. If adding to an existing group, the performing provider must match address on file for the group.
Provider Demographics	Professional License Number	TMHP is required to verify the license for every provider enrolled in the Texas State Healthcare Programs. Every provider is required to submit a valid license for all licensed or certified professionals except for the providers listed below
Provider Demographics	Legal Name According to the I.R.S.	The legal name must match the name on the IRS W-9 Form.
Provider Demographics	Accepting New Clients?	Are you accepting new Title XIX Medicaid, CSHCN, or Family Planning clients with in your demographic area.
Provider Demographics	Medicare Certification Date:	The Medicare Certification date must not be prior to your temporary or permanent license issue date.
Provider Demographics	Out of State Providers:	You must submit proof of meeting one of the following criteria prior to being able to enroll with the Texas Medicaid program: • Services are more readily available in the state where the client is temporarily located. • The customary or general practice for clients in a particular locality is to use medical resources in the other state (this is limited to providers located in a state bordering Texas). The following are subject to a 90 day enrollment: • A medical emergency documented by the attending physician or other provider. • The client's health is in danger if he or she is required to travel to Texas. • All services provided to adopted children receiving adoption subsidies (these children are covered for all services, not just emergency). • Other out-of-state medical care may be considered when prior authorized. • Medicare primary, Medicaid secondary for coinsurance and/or deductible payments only.
Provider Information Form Page2	CLIA Number	Effective for dates of service on or after September 1, 1992, CMS implemented CLIA rules and regulations. The CLIA regulations were published in the February 28, 1992, Federal Register and have been amended several times since. The regulations are found at Title 42 Code of Federal Regulations, Part 493. The CLIA rules and regulations are available on the CMS website at www.cms.gov. CLIA regulations set standards designed to improve quality in all laboratory testing and include specifications for quality control (QC), quality assurance (QA), patient test management, personnel, and proficiency testing (PT). These regulations govern all laboratory testing used for the assessment of human health or the diagnosis, prevention, or treatment of disease. Under CLIA '88, all clinical laboratories (including those located in physicians' offices), regardless of location, size, or type of laboratory, must meet standards based on the complexity of the test(s) they perform. CLIA certificates may limit the holder to performing only certain tests. Medicaid bills must accurately reflect those services authorized by the CLIA program and no other procedures. Two types of certificates limit holders to only certain test procedures: Waiver and PPMP certificates. A list of those test procedures is located in the Texas Medicaid Provider Procedures Manual which can be located at TMHP.com.
Provider Information Form Page 2	Do you plan to use a Third Party Biller to submit your Medicaid claims?	Third-party billers are persons, businesses, or entities (excluding state agencies) that submit claims on behalf of a provider, but are not the provider or an employee of the provider. For these purposes, an employee is a person for which the provider completes an IRS Form W-2 that shows annual income paid to the employee. All others meet the definition of a third-party biller.
CSHCN Services Program Identification Form	Advanced Nurse Practitioner	To enroll in the Texas Medicaid Program, an advanced practice nurse (APN) must be licensed as a registered nurse and be recognized as an APN by the Board of Nurse Examiners for the State of Texas and actively enrolled in Medicaid as an Advanced Nurse Practitioner. [illegible] within the categories of practice as determined by the Board of Nurse Examiners. [illegible] Medicare enrollment is required. APNs can enroll as private or into multi-specialty groups.
CSHCN Services Program Identification Form	Ambulatory Surgical Center (ASC)	To enroll in the Texas Medicaid Program, Ambulatory Surgical Centers (ASCs) must: meet and comply with applicable state and federal laws and provisions of the state plan under Title XIX of the Social Security Act for Medical Assistance, and be enrolled in Medicare. The facility also must be actively enrolled in Medicaid as an ASC. Out-of-state ASCs that are Medicare-certified as an ASC in the state where they are located and provide services to a Texas Medicaid client may be entitled to participate in the Texas Medicaid Program.
CSHCN Services Program Identification Form	Ambulance/Air Ambulance Services	To enroll in the Texas Medicaid Program, ambulance providers must: [illegible] 1) Operate according to the laws, regulations, and guidelines governing ambulance services under Medicare Part B 2) Equip and operate under the appropriate rules, licensing, and regulations of the state in which they operate 3) Acquire a license from Texas Department of State Health Services (DSHS) approving equipment and training levels of the crew. 4) Enroll in Medicare, a hospital-operated ambulance provider must be enrolled as an ambulance provider and submit claims using the ambulance Texas Provider Identifier (TPI), not the hospital TPI.

		5) Actively enrolled in Medicaid as an Ambulance/Air Ambulance
CSHCN Services Program Identification Form	Audiologist	To enroll in the Texas Medicaid Program, hearing aid professionals (physicians, audiologists, and fitters and dispensers) who provide hearing evaluations or fitting and dispensing services must be licensed by the licensing board of their profession to practice in the state where the service was performed and be enrolled as a Medicare provider. Additionally, audiologists must also be currently certified by the American Speech, Language, and Hearing Association or meet the Association's equivalency requirements. Audiologists can enroll as groups. Medicare enrollment is a prerequisite for enrollment as a Medicaid group. An Audiologist cannot enroll into a multi-specialty group.
CSHCN Services Program Identification Form	Augmentative Communicative Devices	To enroll in the CSHCN Services Program, ACD providers must be current members of the Communication Aid Manufacturers Association (CAMA). ACD providers also must be actively enrolled in the Texas Medicaid Program, have a valid CSHCN Services Program Provider Number.
CSHCN Services Program Identification Form	Certified Registered Nurse Anesthetist (CRNA)	To enroll in the Texas Medicaid Program, a certified registered nurse anesthetist (CRNA) must be a registered nurse approved as an advanced practice nurse by the state in which they practice and be currently certified by either the Council on Certification of Nurse Anesthetists or the Council on Recertification of Nurse Anesthetists. Medicare enrollment is a prerequisite for enrollment as a Medicaid provider. CRNAs can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Comprehensive Cleft/Craniofacial Team (C/C)	To become a provider of THSteps or Craniofacial-Maxillofacial Reconstruction dental services, a dentist must be licensed by the Texas State Board of Dental Examiners and complete an enrollment application with TMHP.
CSHCN Services Program Identification Form	Comprehensive Outpatient Rehabilitation Facility	To enroll in the Texas Medicaid Program, a Comprehensive Outpatient Rehab Facility (CORF) must be Medicare-certified. CORFs are public or private institutions primarily engaged in providing, under medical direction, diagnostic, therapeutic, and restorative services to outpatients, and are required to meet specified conditions of participation.
CSHCN Services Program Identification Form	Custom DME	To enroll in the CSHCN Services Program, DME providers must be actively enrolled in the Texas Medicaid Program, have a valid CSHCN Services Program Provider Agreement, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements.
CSHCN Services Program Identification Form	Dental Services	To enroll in the CSHCN Services Program, dental providers must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state dental providers must be located in the United States, within 50 miles of the Texas state border.
CSHCN Services Program Identification Form	Expendable Medical Supplies	To enroll in the CSHCN Services Program, providers of expendable medical supplies must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements.
CSHCN Services Program Identification Form	Free-Standing Surgical Centers	To enroll with the CSHCN Services Program, freestanding surgical centers must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements.
CSHCN Services Program Identification Form	Hemophilia Blood Factor Products	To enroll in the CSHCN Services Program, providers of hemophilia blood factor products must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements.
CSHCN Services Program Identification Form	Hospice	CSHCN Services Program enrolls hospice organizations and home health agencies licensed to provide hospice services. To enroll in the CSHCN Services Program, agencies must be actively enrolled in the Texas Medicaid Program, have a valid provider agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state hospice providers must meet all these conditions, and be located in the United States, within 50 miles of the Texas state border.
CSHCN Services Program Identification Form	General Acute Care or Long Term	To enroll in the CSHCN Services Program, a hospital must be actively enrolled in Medicaid, have a valid Provider Agreement with the CSHCN Services Program, have completed the TMHP-CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state hospitals must be located in New Mexico, Oklahoma, Arkansas, or Louisiana within 50 miles of the Texas state border and approved by the Department of State Health Services (DSHS). Hospital providers must be Joint Commission on Accreditation of Healthcare Organizations (JCAHO)-approved and Medicare certified.
CSHCN Services Program Identification Form	Hearing Aid	To enroll in the Texas Medicaid Program, hearing professionals (physicians, audiologists, and fitters and dispensers) who provide hearing evaluations or fitting and dispensing services must be licensed by the licensing board of their profession to practice in the state where the service was performed. Additionally, audiologists must also be currently certified by the American Speech, Language, and Hearing Association or meet the Association's equivalency requirements. Audiologists do not have to provide separate licensure to enroll as a fitter and dispenser because the audiology licensure encompasses and constitutes refistration to fit and dispense hearing instruments.
CSHCN Services Program Identification Form	Hospital - Private Full Care	To enroll in the CSHCN Services Program, a hospital must be actively enrolled in Medicaid, have a valid Provider Agreement with the CSHCN Services Program, have completed the TMHP-CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state hospitals must be located in New Mexico, Oklahoma, Arkansas, or Louisiana within 50 miles of the Texas state border and approved by the Department of State Health Services (DSHS). Hospital providers must be Joint Commission on Accreditation of Healthcare Organizations (JCAHO)-approved and Medicare certified.
CSHCN Services Program Identification Form	Hospital - Private Outpatient	To enroll in the CSHCN Services Program, a hospital must be actively enrolled in Medicaid, have a valid Provider Agreement with the CSHCN Services Program, have completed the TMHP-CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state hospitals must be located in New Mexico, Oklahoma, Arkansas, or Louisiana within 50 miles of the Texas state border and approved by the Department of State Health Services (DSHS). Hospital providers must be Joint Commission on Accreditation of Healthcare Organizations (JCAHO)-approved and Medicare certified.
CSHCN Services Program Identification Form	Hospital - Rehabilitation	To enroll in the CSHCN Services Program, a hospital must be actively enrolled in Medicaid, have a valid Provider Agreement with the CSHCN Services Program, have completed the TMHP-CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state hospitals must be located in New Mexico, Oklahoma, Arkansas, or Louisiana within 50 miles of the Texas state border and approved by the Department of State Health Services (DSHS). Hospital providers must be Joint Commission on Accreditation of Healthcare Organizations (JCAHO)-approved and Medicare certified.
CSHCN Services Program Identification Form	Hospital Ambulatory Surgical Center (HASC)	To enroll in the CSHCN Services Program, a hospital must be actively enrolled in Medicaid, have a valid Provider Agreement with the CSHCN Services Program, have completed the TMHP-CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state hospitals must be located in New Mexico, Oklahoma, Arkansas, or Louisiana within 50 miles of the Texas state border and approved by the Department of State Health Services (DSHS). Hospital providers must be Joint Commission on Accreditation of Healthcare Organizations (JCAHO)-approved and Medicare certified.
CSHCN Services Program Identification Form	Independent Diagnostic Testing Facility	To enroll in the CSHCN Services Program, Independent Diagnostic Testing Facilities must be actively enrolled in the Texas Medicaid Program, have a valid provider agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state providers must meet all these conditions, and be located in the United States, within 50 miles of the Texas state border. Radiological laboratories must be directed by a Physician.
CSHCN Services Program Identification Form	Independent Lab (Physician Involvement)	To enroll in the CSHCN Services Program, Independent laboratories must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Independent laboratory providers not located in Texas must be located in the United States, within 50 miles of the Texas state border, and approved by the Department of State Health Services (DSHS).
CSHCN Services Program Identification Form	Independent Lab (No Physician Involvement)	To enroll in the CSHCN Services Program, Independent laboratories must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Independent laboratory providers not located in Texas must be located in the United States, within 50 miles of the Texas state border, and approved by the Department of State Health Services (DSHS).
CSHCN Services Program Identification Form	Licensed Clinical Social Worker (LCSW)	To enroll in the CSHCN Services Program, a licensed clinical social worker (LCSW) must be licensed by the Texas State Board of Social Worker Examiners, must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state providers must meet all these conditions, and be located in the United States, within 50 miles of the Texas state border.
CSHCN Services Program Identification Form	Licensed Professional Counselor (LPC)	To enroll in the Texas Medicaid Program, independently or as a group of practicing licensed professional counselors (LPCs), you must be licensed by the Texas Board of Examiners of Professional Counselors. LPCs are covered as Medicaid-only providers; therefore, enrollment in Medicare is not a requirement for enrollment in Medicaid. Practitioners holding a temporary license are not eligible to enroll in Medicaid. LPCs can enroll as groups or into multi-specialty and Behavioral Health groups. The Provider

		Agreement, Provider Information Form (PIF-1) and, Principal Information Form (PIF-2) must be complete for the group and each performing provider enrolling into the group.
CSHCN Services Program Identification Form	Medical Foods	To enroll in the CSHCN Services Program, providers of medical foods are not required to be actively enrolled in the Texas Medicaid Program. However, they must have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state medical food providers may enroll and must meet all these conditions.
CSHCN Services Program Identification Form	Medical Nutritional Products	To enroll in the CSHCN Services Program, providers of medical nutritional products must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN enrollment process, and comply with all applicable state laws and requirements. Out-of-state medical nutrition products providers may enroll and must meet all these conditions. To enroll in the CSHCN Services Program, providers of nutritional counseling services must be actively enrolled in the Texas Medicaid Program, and must be enrolled as licensed dietitians, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN enrollment process, and comply with all applicable state laws and requirements. Out-of-state medical nutritional counseling services providers must meet all these conditions, and be located in the United States within 50 miles.
CSHCN Services Program Identification Form	Medical Nutritional Services	To enroll in the CSHCN Services Program, providers of medical nutritional products must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN enrollment process, and comply with all applicable state laws and requirements. Out-of-state medical nutrition products providers may enroll and must meet all these conditions. To enroll in the CSHCN Services Program, providers of nutritional counseling services must be actively enrolled in the Texas Medicaid Program, and must be enrolled as licensed dietitians, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN enrollment process, and comply with all applicable state laws and requirements. Out-of-state medical nutritional counseling services providers must meet all these conditions, and be located in the United States within 50 miles.
CSHCN Services Program Identification Form	Non Custom DME	To enroll in the CSHCN Services Program, DME providers must be actively enrolled in the Texas Medicaid Program, have a valid CSHCN Services Program Provider Agreement, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements.
CSHCN Services Program Identification Form	Occupational Therapy Services	HHSC allows Medicaid enrollment of independently practicing licensed occupational therapists in the THSteps-Comprehensive Care Program (CCP). Some occupational therapy services are also available under Home Health.
CSHCN Services Program Identification Form	Optician	To enroll in the Texas Medicaid Program, doctors of optometry must be licensed by the licensing board of their profession to practice in the state where the service was performed, at the time the service was performed, and be enrolled as Medicare Providers. Opticians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Optometrist	To enroll in the Texas Medicaid Program, doctors of optometry must be licensed by the licensing board of their profession to practice in the state where the service is performed, at the time the service is performed, and be enrolled as Medicare providers.
CSHCN Services Program Identification Form	Orthotic Services	To enroll in the CSHCN Services Program, an orthotics and prosthetics provider must be actively enrolled in the Texas Medicaid Program as a durable medical equipment (DME) provider, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Orthotics and prosthetics providers not located in Texas must be located in the United States, within 50 miles of the Texas state border, and approved by the Department of State Health Services (DSHS).
CSHCN Services Program Identification Form	Physical Therapy Services	To enroll in the Texas Medicaid Program, independently practicing licensed physical therapists must be enrolled in Medicare. The Medicare enrollment requirement is waived for therapists providing services only to THSteps-eligible clients who are under 21 and not receiving Medicare benefits. If you are currently enrolled with the Texas Medicaid Program or plan to provide regular acute care services to clients with Medicaid coverage, enrollment in the THSteps-Comprehensive Care Program (CCP) is not necessary. All non-CCP physical therapy services must be billed with your current Medicaid TPI.
CSHCN Services Program Identification Form	Physician Services (D.O.)	To enroll in the Texas Medicaid Program to provide medical services, physicians (MD and DO) and doctors (DMD, DDS, OD, DPM, and DC) must be licensed by the licensing authority of their profession to practice in the state where the service is performed at the time services are provided. All physicians except pediatricians, OB-GYNs, and physicians doing only THSteps medical screens must be enrolled in Medicare before Medicaid enrollment. TMHP may waive the Medicare enrollment prerequisite for pediatricians or physicians whose type of practice and service may never be billed to Medicare. Physicians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Physician Services (M.D.)	To enroll in the Texas Medicaid Program to provide medical services, physicians (MD and DO) and doctors (DMD, DDS, OD, DPM, and DC) must be licensed by the licensing authority of their profession to practice in the state where the service is performed at the time services are provided. All physicians except pediatricians, OB-GYNs, and physicians doing only THSteps medical screens must be enrolled in Medicare before Medicaid enrollment. TMHP may waive the Medicare enrollment prerequisite for pediatricians or physicians whose type of practice and service may never be billed to Medicare. Physicians can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Podiatrist - Group	Podiatrists (DPM) must be Medicare-certified and enrolled as Medicaid providers are authorized to perform procedures on the ankle or foot as approved by the Texas Legislature under their licensure as a DPM when such procedures would also be reimbursable to a physician (MD or DO) under the Texas Medicaid Program. Podiatrist can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Podiatrist - Individual or Performing Providers	Podiatrists (DPM) must be Medicare-certified and enrolled as Medicaid providers are authorized to perform procedures on the ankle or foot as approved by the Texas Legislature under their licensure as a DPM when such procedures would also be reimbursable to a physician (MD or DO) under the Texas Medicaid Program. Podiatrist can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Prosthetic Services	To enroll in the CSHCN Services Program, an orthotics and prosthetics provider must be actively enrolled in the Texas Medicaid Program as a durable medical equipment (DME) provider, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Orthotics and prosthetics providers not located in Texas must be located in the United States, within 50 miles of the Texas state border, and approved by the Department of State Health Services (DSHS).
> CSHCN Services Program Identification Form	Psychologist	To enroll in the Texas Medicaid Program, an independently practicing psychologist must be licensed by the Texas State Board of Examiners of Psychologists and be enrolled as a Medicare provider. Psychologists can enroll as groups or into multi-specialty groups. If enrolling into a Medicare enrolled multi-specialty group, Medicare enrollment is required.
CSHCN Services Program Identification Form	Radiation Treatment Center	To enroll in the Texas Medicaid Program, Radiation Treatment Centers must be Medicare-certified and certified by HHSC Bureau of Radiation Control.
CSHCN Services Program Identification Form	Renal Dialysis Facility	To enroll in the Texas Medicaid Program, a renal dialysis facility must be Medicare-certified in the state that it is located to provide services. Facilities must also adhere to the appropriate rules, licensing, and regulations of the state where they operate.
CSHCN Services Program Identification Form	Respiratory Care Practitioner	To enroll in the Texas Medicaid Program, a respiratory care practitioner (CRCP) must be certified by HHSC to practice under Texas Civil Statutes, Article 4512L. As of January 1, 1988, the National Board for Respiratory Care Exam must be passed to be certified by HHSC. Medicare certification is not a prerequisite for Medicaid enrollment.
CSHCN Services Program Identification Form	Skilled Nursing Services (Home Health Agency)	To enroll in the CSHCN Services Program, home health agencies providing skilled nursing services must be actively enrolled in the Texas Medicaid Program, have a valid provider agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, be a licensed and certified home and community services support agency (HCSSA), and comply with all applicable state laws and requirements. Out-of-state home health (skilled nursing) providers must be located in the United States, within 50 miles of the Texas state border, and approved by the Department of State Health Services (DSHS).
CSHCN Services Program Identification Form	Speech-Language Pathology Services	To enroll in the CSHCN Services Program, speech-language pathology (SLP) providers must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements. Out-of-state SLP providers must be located in the United States, within 50 miles of the Texas state border, and be approved by the Department of State Health Services (DSHS).
CSHCN Services Program Identification Form	Stem Cell Transplant Facility	To enroll in the CSHCN Services Program, stem cell transplant facilities must be actively enrolled in the Texas Medicaid Program and approved as specialty centers by the CSHCN Services Program. Facilities must confirm in writing that the center meets the American Society for Blood and Marrow Transplantation (ASBMT) guidelines on a signed statement in the CSHCN Services Program provider enrollment application. If the specialty center requirements are not met, all services related to the stem cell transplant are denied.

CSHCN Services Program Identification Form	Total Parenteral Nutrition (TPN)	To enroll in the CSHCN Services Program, a provider of total parenteral nutrition (TPN)/hyperalimentation must be actively enrolled in the Texas Medicaid Program, have a valid Provider Agreement with the CSHCN Services Program, have completed the CSHCN Services Program enrollment process, and comply with all applicable state laws and requirements.
CSHCN Services Program Identification Form	Transportation of Remains	The CSHCN Services Program provides coverage for the costs of transporting a deceased client who expires in an approved facility (including nonbilling facilities) while receiving services, if the facility is not in the family's city of residence. Transportation costs of the parent or other responsible person accompanying the deceased client may also be paid.
CSHCN Services Program Identification Form	Vision Medical Supplier (VMS)	To enroll in the Texas Medicaid Program, doctors of optometry must be licensed by the licensing board of their profession to practice in the state where the service was performed, at the time the service was performed, and be enrolled as Medicare (Palmetto) Providers.
CSHCN Services Program Identification Form	Do you provide Hearing Services for Children?	The Hearing Services for Children designation identifies providers that choose to administer diagnostic hearing services, hearing aids, and hearing aid accessories to children who are 20 years of age or younger.
Section B	principals	All owners with a direct or indirect ownership or control interest of 5 percent or more in a provider entity. All corporate officers and directors, all limited and nonlimited partners, and all shareholders of a provider entity (including a professional corporation, professional association, or limited liability company). All managing employees or agents (at the enrolling location) who exercise operational or managerial control, or who directly or indirectly manage the conduct of day-to-day operations.

Electronic Funds Transfer (EFT) Notification

By submitting a signed copy of the EFT Notification form I agree to the following:

I (we) hereby authorize Texas Medicaid & Healthcare Partnership (TMHP) to present credit entries into the bank account referenced above and the depository named above to credit the same to such account. I (we) understand that I (we) am responsible for the validity of the information on this form. If the company erroneously deposits funds into my (our) account, I (we) authorize the company to initiate the necessary debit entries, not to exceed the total of the original amount credited for the current pay period.

I (we) agree to comply with all certification requirements of the applicable program regulations, rules, handbooks, bulletins, standards, and guidelines published by the Texas Health and Human Services Commission (HHSC) or its contractor. I (we) understand that payment of claims will be from federal and state funds, and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

I (we) will continue to maintain the confidentiality of records and other information relating to clients in accordance with applicable state and federal laws, rules, and regulations.

As part of the EFT enrollment process and to comply with the Affordable Care Act CAQH CORE Rule 370, please contact your financial institution to arrange for the delivery of the CORE-required Minimum CCD+ Reassociation Data Elements. These data elements will allow you to easily associate your EFT payment with the appropriate ERA remittance advice. You may read more about the CAQH CORE Rule at the CAQH website: **http://caqh.org/**

Complete the required fields on the EFT Notification form as follows:

Provider Information	
Provider Name	Enter the provider's legal name according to the Internal Revenue Service (IRS).
Provider Address	Enter the provider's address including the street, city, state/province and ZIP code/postal code.
Provider Identifiers Information	
Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)	Enter the provider's TIN or EIN.
National Provider Identifier (NPI)	Enter the provider's NPI.
Other Identifier(s)	The Billing TPI and other related TPIs (up to a total of nine) for this enrollment.
Assigning Authority	Organization that issues and assigns the additional identifier requested on the form, e.g., Medicare, Medicaid.
Financial Institution Information	
Financial Institution Name	Enter the name of the provider's financial institution
Financial Institution Address:	Enter the provider's financial institution's address including the street, city, state/province and ZIP code/postal code.
Financial Institution Routing Number	Enter the 9-digit routing identifier of the financial institution where EFT payments are to be deposited.
Type of Account at Financial Institution	Enter the type of account the provider will use to receive EFT payments (e.g., checking, saving).
Provider's Account Number with Financial Institution	Enter the provider's account number at the financial institution where EFT payments are to be deposited.
Account Number Linkage to Provider Identifier	Enter the provider's preference for grouping (bulking) claim payments.

Electronic Funds Transfer (EFT) Notification

Submission Information	
Reason for Submission	Select the most appropriate reason for submission of the EFT Notification form: • New Enrollment (New EFT request) • Change Enrollment (EFT change request) • Cancel Enrollment (EFT cancellation request)
Include with Enrollment Submission	Select which document is included with the EFT Notification form.
Authorized Signature	
Written Signature of Person Submitting Enrollment	Signature of an individual authorized by the provider or its agent to initiate, modify or terminate an enrollment.
Submission Date	Enter the date the EFT Notification form was signed.
Printed Name of Person Submitting Enrollment	Enter the printed name of the person signing the EFT Notification form.
Printed Title of Person Submitting Enrollment	Enter the printed title of the person signing the EFT Notification form.
Requested EFT Start/Change/Cancel Date	Enter the date on which the requested action is to begin.

Other Data Elements
The other data elements within this form will allow providers to easily associate EFT and Electronic Remittance Advice (ERA) transactions. Refer to the Council for Affordable Quality Healthcare (CAQH) website, **http://caqh.org/** for more information about CORE Rule 370 and the other data elements on the EFT Notification form.

Electronic Funds Transfer (EFT) Notification

Provider Information	
Provider Name *	Doing Business As Name (DBA)
WISE COUNTY EMS	WISE COUNTY EMS
Provider Address *Street* * *City* * *State/Province* * *ZIP Code/Postal Code* * *Country Code*	
PO BOX 941608, HOUSTON, TX, 770948608	

Provider Identifiers Information	
Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN) *	National Provider Identifier (NPI) *
xxxxx1203	1891700753
Other Identifier(s) *	Assigning Authority *
	Medicaid
Trading Partner ID	
xxxxx2601	
Provider License Number	License Issuer
Provider Type	Provider Taxonomy Code
Ambulance	3416L0300X

[illegible]	
Provider Contact Name	Title
WISE COUNTY EMS	
Telephone Number / Telephone Number Extension	Email Address
9406272002 222	jd.clark@co.wise.tx.us
Fax Number	
9406277521	

[illegible]	
Provider Agent Name	
Agent Address *Street* *City* *State/Province* *ZIP Code/Postal Code* *Country Code*	
Provider Agent Contact Name	Title
Telephone Number / Telephone Number Extension	Email Address
Fax Number	

* Required field

Electronic Funds Transfer (EFT) Notification

Federal Agency Information	
Federal Program Agency Name	
Federal Program Agency Identifier	Federal Agency Location Code

Retail Pharmacy Information	
Pharmacy Name	Chain Number
Parent Organization ID	Payment Center ID
NDCP Provider ID Number	Medicaid Provider Number

Financial Institution Information	
Financial Institution Name *	
First Financial Bank	
Financial Institution Address *Street* * *City* * *State/Province* * *ZIP Code/Postal Code* *	
Po Box 92840, Southlake, TX, 76092	
Financial Institution Telephone Number Telephone Number Extension	
8174102915	
Financial Institution Routing Number *	Type of Account at Financial Institution *
111914849	C
Provider's Account Number with Financial Institution *	Account Number Linkage to Provider Identifier *
xxxxxxx0374	☐ Provider Tax Identification Number (TIN): xxxxx1203 ☒ National Provider Identification (NPI): 1891700753

Reason for Submission *	Include with Enrollment Submission *
☒ New Enrollment ☐ Change Enrollment ☐ Cancel Enrollment	☐ Voided Check ☒ Bank Letter

Signature	
Written Signature of Person Submitting Enrollment *	
Judson D Clark Judson D Clark (Jun 24, 2016)	
Printed Name of Person Submitting Enrollment *	Printed Title of Person Submitting Enrollment *
Judson D Clark	COUNTY JUDGE
Requested EFT Start/Change/Cancel Date *	Submission Date *
05/31/2016	Jun 24, 2016

* Required field

HHSC Medicaid Provider Agreement

Name of provider enrolling:	
WISE COUNTY EMS	
Medicaid TPI: *(if applicable)*	**Medicare provider ID number:** *(if applicable)*
088232601	514948
Physical address (where health care is rendered): *Providers MUST enter the physical address where the services are rendered to clients. If the accounting, corporate, or mailing address is entered in this physical address field, the application may be denied.* Number Street Suite City State ZIP	
1101 W Rose Ave, Decatur, TX, 762343304	
Accounting/billing address: *(if applicable)* Number Street Suite City State ZIP	
PO BOX 941608, HOUSTON, TX, 770948608	

As a condition for participation as a provider under the Texas Medical Assistance Program (Medicaid), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

I. ALL PROVIDERS

1.1 Agreement and documents constituting Agreement.

The current *Texas Medicaid Provider Procedures Manual* (Provider Manual) may be accessed via the internet at www.tmhp.com. Provider has a duty to become educated and knowledgeable with the contents and procedures contained in the Provider Manual. Provider agrees to comply with all of the requirements of the Provider Manual, as well as all state and federal laws governing or regulating Medicaid, and provider further acknowledges and agrees that the provider is responsible for ensuring that all employees and agents of the provider also comply. Provider agrees to acknowledge HHSC's provision of enrollment processes and authority to make enrollment decisions as found in Title 1, Part 15, Chapter 352 of the Texas Administrative Code. Provider is specifically responsible for ensuring that the provider and all employees and agents of the Provider comply with the requirements of Title 1, Part 15, Chapter 371 of the Texas Administrative Code, related to waste, abuse and fraud, and provider acknowledges and agrees that the provider and its principals will be held responsible for violations of this agreement through any acts or omissions of the provider, its employees, and its agents. For purposes of this agreement, a principal of the provider includes all owners with a direct or indirect ownership or control interest of five percent or more, all corporate officers and directors, all limited and non-limited partners, and all shareholders of a legal entity, including a professional corporation, professional association, or limited liability company. Principals of the provider further include managing employee(s) or agents who exercise operational or managerial control or who directly or indirectly manage the conduct of day-to-day operations.

1.2 State and Federal regulatory requirements.

1.2.1 By signing this agreement, Provider certifies that the provider and its principals have not been excluded, suspended, debarred, revoked or any other synonymous action from participation in any program under Title XVIII (Medicare), Title XIX (Medicaid), or under the provisions of Executive Order 12549, relating to federal contracting. Provider further certifies that the provider and its principals have also not been excluded, suspended, debarred, revoked or any other synonymous action from participation in any other state or federal health-care program. Provider must notify the Health and Human Services Commission (HHSC) or its agent within 10 business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B) of the Social Security Act (42 USC §1320a-7), which could result in exclusion from the Medicaid program. Provider agrees to fully comply at all times with the requirements of 48 CFR, Ch. 3, relating to eligibility for federal contracts and grants.

1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 CFR Part 455, Subpart B, and provide such information on request to the Texas Health and Human Services Commission (HHSC), Department of State Health Services (DSHS), Texas Attorney General's Medicaid Fraud Control Unit, and the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current at all times by informing HHSC or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, provider licensure, certification, or accreditation, phone number, or provider business addresses. Changes of ownership or control interest must be reported to HHSC or its designee within 30 days of the change. All other changes must be reported to HHSC or its designee within 90 days of the occurrence.

Provider agrees to disclose all convictions of Provider or Provider's principals within ten business days of the date of conviction. For purposes of this disclosure, Provider must use the definition of "Convicted" contained in 42 CFR 1001.2, which includes all convictions, deferred adjudications, and all types of pretrial diversion programs. Send the information to Office of Inspector General, P.O. Box 85211 – Mail Code 1361, Austin, Texas 78708. Fully explain the details, including the offense, the date, the state and county where the conviction occurred, and the cause number(s).

1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud, abuse and waste in health care and the Medicaid program. As required by 42 CFR § 431.107, Provider agrees to create and maintain all records necessary to fully disclose the extent and medical necessity of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. On request, Provider also agrees to provide these records immediately and unconditionally to HHSC, HHSC's agent, the Texas Attorney General's Medicaid Fraud Control Unit, DARS, DADS, DFPS, DSHS and the United States Department of Health and

Human Services. The records must be retained in the form in which they are regularly kept by the Provider for a minimum of five years from the date of service (six years for freestanding rural health clinics and ten years for hospital based rural health clinics); or, until all investigations are resolved and closed, or audit exceptions are resolved; whichever period is longest. Provider must cooperate and assist HHSC and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse. Provider must also allow these agencies and their agents unconditional and unrestricted access to its records and premises as required by Title 1 TAC, §371.1667. Provider understands and agrees that payment for goods and services under this agreement is conditioned on the existence of all records required to be maintained under the Medicaid program, including all records necessary to fully disclose the extent and medical necessity of services provided, and the correctness of the claim amount paid. If provider fails to create, maintain, or produce such records in full accordance with this Agreement, provider acknowledges, agrees, and understands that the public monies paid the provider for the services are subject to 100 percent recoupment, and that the provider is ineligible for payment for the services either under this agreement or under any legal theory of equity.

1.2.4 The Texas Attorney General's Medicaid Fraud Control Unit, Texas Health and Human Services Commission's Office of Inspector General (OIG), and internal and external auditors for the state and federal government may conduct interviews of Provider employees, agents, subcontractors and their employees, witnesses, and clients without the Provider's representative or Provider's legal counsel present. Provider's employees, agents, subcontractors and their employees, witnesses, and clients must not be coerced by Provider or Provider's representative to accept representation from or by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. Provider will ensure by contract or other means that its agents, employees and subcontractors cooperate fully in any investigation conducted by the Texas Attorney General's Medicaid Fraud Control Unit or the Texas Health and Human Services Commission's Office of Inspector General or its designee. Subcontractors include those persons and entities that provide medical or dental goods or services for which the Provider bills the Medicaid program, and those who provide billing, administrative, or management services in connection with Medicaid-covered services.

1.2.5 Nondiscrimination. Provider must not exclude or deny aid, care, service, or other benefits available under Medicaid or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid clients in the same manner, by the same methods, and at the same level and quality as provided to the general public. Provider agrees to grant Medicaid recipients all discounts and promotional offers provided to the general public. Provider agrees and understands that free services to the general public must not be billed to the Medicaid program for Medicaid recipients and discounted services to the general public must not be billed to Medicaid for a Medicaid recipient as a full price, but rather the Provider agrees to bill only the discounted amount that would be billed to the general public.

1.2.6 AIDS and HIV. Provider must comply with the provisions of Texas Health and Safety Code Chapter 85, and HHSC's rules relating to workplace and confidentiality guidelines regarding HIV and AIDS.

1.2.7 Child Support. (1) The Texas Family Code §231.006 requires HHSC to withhold contract payments from any entity or individual who is at least 30 days delinquent in court-ordered child support obligations. It is the Provider's responsibility to determine and verify that no owner, partner, or shareholder who has at least 25 percent ownership interest is delinquent in any child support obligation. (2) Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in the applicable contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive the specified grant, loan, or payment. (3) If HHSC is informed and verifies that a child support obligor who is more than 30 days delinquent is a partner, shareholder, or owner with at least a 25 percent ownership interest, it will withhold any payments due under this Agreement until it has received satisfactory evidence that the obligation has been satisfied.

1.2.8 Cost Report, Audit and Inspection. Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.

1.3 Claims and encounter data.

1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by HHSC, or other appropriate payer, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, and complete, and that the Provider's records and documents are both accessible and validate the services and the need for services billed and represented as provided. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and federal laws.

1.3.2 Provider must submit encounter data required by HHSC or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement by a Health Maintenance Organization or Insurance Payment Assistance.

1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with HHSC rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the Provider Manual, and within the time limits established by HHSC for submission of claims. Claims for payment or encounter data submitted by the provider to an HMO or IPA are governed by the Provider's contract with the HMO or IPA. Provider understands and agrees that HHSC is not liable or responsible for payment for any Medicaid-covered services provided under the HMO or IPA Provider contract, or any agreement other than this Medicaid Provider Agreement.

1.3.4 Federal and state law prohibits Provider from charging a client or any financially responsible relative or representative of the client for Medicaid-covered services, except where a co-payment is authorized under the Medicaid State Plan (42 CFR §447.20).

1.3.5 As a condition of eligibility for Medicaid benefits, a client assigns to HHSC all rights to recover from any third party or any other source of payment (42 CFR §433.145 and Human Resources Code §32.033). Except as provided by HHSC's third-party recovery rules (*Texas Administrative Code* Title 1 Part 15 Chapter 354 Subchapter J), Provider agrees to accept the amounts paid under Medicaid as payment in full for all covered services (42 CFR §447.15).

1.3.6 Provider has an affirmative duty to verify that claims and encounters submitted for payment are true and correct and are received by HHSC or its agent, and to implement an effective method to track submitted claims against payments made by HHSC or its agents.

1.3.7 Provider has an affirmative duty to verify that payments received are for actual services rendered and medically necessary. Provider must refund any overpayments, duplicate payments and erroneous payments that are paid to Provider by Medicaid or a third party as soon as any such payment is discovered or reasonably should have been known.

1.3.8 TMHP EDI and Electronic Claims Submission. Provider may subscribe to the TMHP Electronic Data Interchange (EDI) system, which allows the Provider the ability to electronically submit claims and claims appeals, verify client eligibility, and receive electronic claim status inquiries, remittance and status (R&S) reports, and transfer of funds into a provider account. Provider understands and acknowledges that independent registration is required to receive the electronic funds or electronic R&S report. Provider agrees to comply with the provisions of the Provider Manual and the TMHP EDI licensing agreement regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to HHSC or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detecting and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from HHSC, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

1.3.9 Reporting Waste, Abuse and Fraud. Provider agrees to inform and train all of Provider's employees, agents, and independent contractors regarding their obligation to report waste, abuse, and fraud. Individuals with knowledge about suspected waste, abuse, or fraud in any State of Texas health and human services program must report the information to the HHSC Office of Inspector General (OIG). To report waste, abuse or fraud, go to **www.hhs.state.tx.us** and select "Reporting Waste, Abuse, or Fraud". Individuals may also call the OIG hotline (1-800-436-6184) to report waste, abuse or fraud if they do not have access to the Internet.

II. ADVANCE DIRECTIVES – HOSPITAL AND HOME HEALTH PROVIDERS

2.1 The client must be informed of their right to refuse, withhold, or have medical treatment withdrawn under the following state and federal laws:

(a) The individual's right to self-determination in making health-care decisions;

(b) The individual's rights under the Natural Death Act (Health and Safety Code, Chapter 166) to execute an advance written Directive to Physicians, or to make a non-written directive regarding their right to withhold or withdraw life-sustaining procedures in the event of a terminal condition;

(c) The individual's rights under Health and Safety Code, Chapter 166, relating to written Out-of-Hospital Do-Not-Resuscitate Orders; and,

(d) The individual's rights to execute a Durable Power of Attorney for Health Care under the Probation Code, Chapter XII, regarding their right to appoint an agent to make medical treatment decisions on their behalf in the event of incapacity.

2.2 The Provider must have a policy regarding the implementation of the individual's rights and compliance with state and federal laws.

2.3 The Provider must document whether or not the individual has executed an advance directive and ensure that the document is in the individual's medical record.

2.4 The Provider cannot condition giving services or otherwise discriminate against an individual based on whether or not the client has or has not executed an advance directive.

2.5 The Provider must provide written information to all adult clients on the provider's policies concerning the client's rights.

2.6 The Provider must provide education for staff and the community regarding advance directives.

III. STATE FUND CERTIFICATION REQUIREMENT FOR PUBLIC ENTITY PROVIDERS

3.1 Public providers are those that are owned or operated by a state, county, city, or other local government agency or instrumentality. Public entity providers of the following services are required to certify to HHSC the amount of state matching funds expended for eligible services according to established HHSC procedures:

(a) School health and related services (SHARS)

(b) Case management for blind and visually impaired children (BVIC)

(c) Case management for early childhood intervention (ECI)

(d) Service coordination for mental retardation (MR)

(e) Service coordination for mental health (MH)

(f) Mental health rehabilitation (MHR)

(g) Tuberculosis clinics

(h) State hospitals

IV. CLIENT RIGHTS

4.1 Provider must maintain the client's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.

4.2 The client must have the right to choose providers unless that right has been restricted by HHSC or by waiver of this requirement from the Centers for Medicare and Medicaid Services (CMS). The client's acceptance of any service must be voluntary.

4.3 The client must have the right to choose any qualified provider of family planning services.

V. THIRD PARTY BILLING VENDOR PROVISIONS

5.1 Provider agrees to submit notice of the initiation and termination of a contract with any person or entity for the purpose of billing Provider's claims, unless the person is submitting claims as an employee of the Provider and the Provider is completing an IRS Form W-2 on that person. This notice must be submitted within five working days of the initiation and termination of the contract and submitted in accordance with Medicaid requirements pertaining to Third Party Billing Vendors. Provider understands that any delay in the required submittal time or failure to submit may result in delayed payments to the Provider and recoupment from the Provider for any overpayments resulting from the Providers failure to provide timely notice.

5.2 Provider must have a written contract with any person or entity for the purpose of billing provider's claims, unless the person is submitting claims as an employee of the Provider and the Provider is completing an IRS Form W-2 on that person. The contract must be signed and dated by a Principal of the Provider and the Biller. It must also be retained in the Provider's and Biller's files according with the Medicaid records retention policy. The contract between the Provider and Biller may contain any provisions they deem necessary, but, at a minimum, must contain the following provisions:

(a) Biller agrees they will not alter or add procedures, services, codes, or diagnoses to the billing information received from the Provider, when billing the Medicaid program.

(b) Biller understands that they may be criminally convicted and subject to recoupment of overpayments and imposed penalties for submittal of false, fraudulent, or abusive billings.

(c) Provider agrees to submit to Biller true and correct claim information that contains only those services, supplies, or equipment Provider has actually provided to recipients.

(d) Provider understands that they may be criminally convicted and subject to recoupment of overpayments and imposed penalties for submittal of false, fraudulent, or abusive billings, directly or indirectly, to the Biller or to Medicaid or its contractor.

(e) Provider and Biller agree to establish a reimbursement methodology to Biller that does not contain any type of incentive, directly or indirectly, for inappropriately inflating, in any way, claims billed to the Medicaid program.

(f) Biller agrees to enroll and be approved by the Medicaid program as a Third Party Billing Vendor prior to submitting claims to the Medicaid program on behalf of the Provider.

(g) Biller and Provider agree to notify the Medicaid program within five business days of the initiation and termination, by either party, of the contract between the Biller and the Provider.

VI. TERM AND TERMINATION

6.1 This Agreement will be effective from the date finally executed until the termination date, if any, indicated in the enrollment correspondence issued by HHSC or its agent. If the correspondence/notice of enrollment from HHSC or its agent states a termination date, this agreement terminates on that date with or without other advance notice of the termination date. If the correspondence/notice of enrollment from HHSC or its agent does not state a termination date, this agreement is open-ended and remains effective until either a notice of termination is later issued or termination occurs as otherwise provided in this paragraph. Either party may terminate this Agreement voluntarily and without cause, for any reason or for no reason, by providing the other party with 30 days advance written notice of termination. HHSC may immediately terminate this agreement for cause, with or without advance notice, for the reason(s) indicated in a written notice of termination issued by HHSC or its agent. Cause to terminate this agreement may include the following actions or circumstances involving the provider or involving any person or entity with an affiliate relationship to the provider: exclusion from participation in Medicare, Medicaid, or any other publicly funded health-care program; loss or suspension of professional license or certification; any circumstances resulting in ineligibility to participate in Texas Medicaid, any failure to comply with the provisions of this Agreement or any applicable law, rule or policy of the Medicaid program; and any circumstances indicating that the health or safety of clients is or may be at risk. HHSC also may terminate this agreement due to inactivity, with or without notice, if the Provider has not submitted a claim to the Medicaid program for 24 or more months.

VII. ELECTRONIC SIGNATURES

7.1 Provider understands and agrees that any signature on a submitted document certifies, to the best of the provider's knowledge, the information in the document is true, accurate, and complete. Submitted documents with electronic signatures may be accepted by mail or fax when the sender has met the national and state standards for electronic signatures set by the Health and Human Services and the Texas Uniform Electronic Transactions Act (UETA).

7.2 Provider understands and agrees that both the provider and the provider's representative whose signature is on an electronic signature method bear the responsibility for the authenticity of the information being certified to.

VIII. COMPLIANCE PROGRAM REQUIREMENT

8.1 By signing section VIII, Provider certifies that in accordance with requirement TAC 352.5(b)(11), Provider has a compliance program containing the core elements as established by the Secretary of Health and Human Services referenced in §1866(j)(8) of the Social Security Act (42 U.S.C §1395cc(j)(8)), as applicable.

I attest that I have a compliance plan. ☒ Yes ☐ No

IX. INTERNAL REVIEW REQUIREMENT

9.1 Provider, in accordance with TAC 352.5 (b)(1), has conducted an internal review to confirm that neither the applicant or the re-enrolling provider, nor any of its employees, owners, managing partners, or contractors (as applicable), have been excluded from participation in a program under Title XVIII, XIX, or XXI of the Social Security Act.

I attest that an internal review was conducted to confirm that neither the applicant or the re-enrolling provider nor any of its employees, owners, managing partners, or contractors have been excluded from participation in a program under the Title XVIII, XIX, or XXI of the Social Security Act." ☒ Yes ☐ No

X. PRIVACY, SECURITY, AND BREACH NOTIFICATION

10.1 "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the Provider electronically or through any other means that consists of or includes any or all of the following:

(a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as defined in 45 CFR 160.103 and 45 CFR 164.402);

(b) Sensitive Personal Information (as defined in Texas Business and Commerce Code section 521.002);

(c) Federal Tax Information (as defined in IRS Publication 1075);

(d) Personally Identifiable Information (as defined in OMB Memorandum M-07-16);

(e) Social Security Administration data;

(f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

10.2 Any Confidential Information received by the Provider under this Agreement may be disclosed only in accordance with applicable law. By signing this agreement, the Provider certifies that the Provider is, and intends to remain for the term of this agreement, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

(a) The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;

(b) 42 CFR Part 2 and 45 CFR Parts 160 and 164;

(c) The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;

(d) The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;

(e) Internal Revenue Code, Title 26 of the United States Code, including IRS Publication 1075;

(f) OMB Memorandum M-07-16;

(g) Texas Business and Commerce Code Chapter 521;

(h) Texas Health and Safety Code, Chapters 181 and 611;

(i) Texas Government Code, Chapter 552, as applicable; and

(j) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Agreement.

10.3 The Provider further certifies that the Provider will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

10.4 Provider will ensure that any subcontractor of Provider who has access to HHSC Confidential Information will sign a HIPAA-compliant Business Associate Agreement with Provider and Provider will submit a copy of that Business Associate Agreement to HHSC upon request.

XI ACKNOWLEDGEMENTS AND CERTIFICATIONS

11.1 By signing below, Provider acknowledges and certifies to all of the following:

(a) Provider agrees to notify TMHP if the Provider files or is the subject of a bankruptcy petition. The Provider must provide TMHP and HHSC with notice of the bankruptcy no later than ten days after the case is filed. TMHP and HHSC also request notice of pleadings in the case.

(b) Provider has carefully read and understands the requirements of this agreement, and will comply.

(c) Provider has carefully reviewed all of the information submitted in connection with its application to participate in the Medicaid program, including the provider information forms (PIF-1) and principal information form (PIF-2), and provider certifies that this information is current, complete, and correct.

(d) Provider agrees to inform HHSC or its designee, in writing and within 30 calendar days, of any changes to the information submitted in connection with its application to participate in the Medicaid program, whether such change to the information occurs before or after enrollment.

(e) Provider understands that falsifying entries, concealment of a material fact, or pertinent omissions may constitute fraud and may be prosecuted under applicable federal and state law. Fraud is a felony, which can result in fines or imprisonment.

(f) Provider understands and agrees that any falsification, omission, or misrepresentation in connection with the application for enrollment or with claims filed may result in all paid services declared as an overpayment and subject to recoupment, and may also result in other administrative sanctions that include payment hold, exclusion, debarment, contract cancellation, and monetary penalties.

(g) Provider agrees to abide by all Medicaid regulations, program instructions, and Title XIX of the Social Security Act. The Medicaid laws, regulations, and program instructions are available through the Medicaid contractor. Provider understands that payment of a claim by Medicaid is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the provider's compliance with all applicable conditions of participation in Medicaid.

Name of Applicant: Wise County EMS

Applicant's Signature: Judson D Clark Date: Jun 24, 2016

Judson D Clark (Jun 24, 2016)

For applicants that are entities, facilities, groups, or organizations, and an authorized representative is completing this application with authority to sign on the applicant's behalf, the authorized representative must sign above and print their name and title where indicated below.

Representative's Name: Judson D Clark

Representative's Position/Title: County Judge

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
COUNTY OF WISE

2 Business name/disregarded entity name, if different from above
WISE COUNTY EMS

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1101 WEST ROSE AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
DECATUR, TX 76234

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Or

Employer identification number
7 5 – 6 0 0 1 2 0 3

Part II 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 (c) 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 (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, 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 TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 01/04/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FIRST FINANCIAL BANK

10995

88-112/1113
93

COUNTY OF WISE
WISE COUNTY EMERGENCY SERVICE
P O BOX 554
DECATUR, TX 76234

PAY TO THE ORDER OF

$

DOLLARS

COUNTY TREASURER/COUNTY AUDITOR

MEMO

AUTHORIZED SIGNATURE

VOID

VOID

⑈010995⑈ ⑆111301122⑆ ⑈9301800037 4⑈

COUNTY OF WISE

10995

COUNTY OF WISE

10995

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

WISE COUNTY EMS

License Number: 249008

has submitted acceptable evidence of compliance with the Texas Health and Safety Code, Chapter 773, the Texas EMS Act, and is hereby granted a License as a **TEXAS EMERGENCY MEDICAL SERVICES PROVIDER**. This License is not transferable and is valid only for use by the provider named above.

Expiration Date: 5/31/2018

JOHN HELLERSTEDT MD
COMMISSIONER

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.state.tx.us**

Document Number: 5547

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

WISE COUNTY EMS
1101 W ROSE AVE
DECATUR, TX 76234-3304

LABORATORY DIRECTOR

CHARLES R DILLARD

CLIA ID NUMBER

45D0719856

EFFECTIVE DATE

08/23/2014

EXPIRATION DATE

08/22/2016

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

20193 Certs1_080514

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF REGISTRATION

LABORATORY NAME AND ADDRESS

WISE COUNTY EMS
1101 W ROSE AVE
DECATUR, TX 76234

CLIA ID NUMBER

45D0719856

EFFECTIVE DATE

04/25/2016

LABORATORY DIRECTOR

ROGER R LEATON D.O.

EXPIRATION DATE

04/24/2018

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

1526 - Cert1 - 042616

WISE COUNTY EMS

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

July 7, 2016

Texas Medicaid & Healthcare Partnership
Attn: Provider Enrollment Department
PO Box 200795
Austin, TX 78720-0795

Re: County of Wise
D/B/A: Wise County EMS

Dear TMHP Medicaid,

The County of Wise, DBA Wise County EMS is totally government, owned and operated by the County of Wise.

Sincerely,

Judson D. Clark
County Judge

WISE COUNTY EMS

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

August 9, 2016

To Whom It May Concern:

Beverly Kalisek's association with Wise County EMS terminated on October 1, 2014.

Thank you,

Charles Dillard
Administrator

TMHP Texas Medicaid & Healthcare Partnership
A STATE MEDICAID CONTRACTOR

P O Box 200795
Austin, TX 78720-0795
1-800-925-9126
Fax: 1-512-514-4214

WISE COUNTY EMS

1101 W ROSE AVE
DECATUR,TX,76234-3304

Kintana # 5988900

Intitals: MNB Date: August 19, 2016

Dear WISE COUNTY EMS,

Thank you for your application to enroll in the Texas Medicaid Program. The attached forms are being returned to obtain additional information. To continue processing your application, we must receive the requested information within 30 days of the date of this letter.

If your application was submitted online through the TMHP Provider Enrollment on the Portal (PEP), you can submit updates through PEP by choosing "View Existing Transactions", selecting the portal ticket number of the application you wish to update, and clicking "Edit". After making the necessary revisions, submit the application by navigating to the "Final Acknowledgement" screen at the end of the application and click "I Accept".

If you submitted a paper enrollment application, you must submit revisions, along with a copy of this letter, to:

Texas Medicaid & Healthcare Partnership
Attn: Provider Enrollment Department
PO Box 200795
Austin, TX 78720-0795

Pages that do not require your signature can be faxed to 1-512-514-4214.

If you have any questions, please call the TMHP Contact Center at 1-800-925-9126, and select Option 2.

Please do not submit claims for services provided to eligible Medicaid clients until you have completed your enrollment with TMHP and received a letter with your Texas Provider Identifier (TPI). After you have received your TPI, please submit claims promptly to ensure that claims are received within 95 days of the date of your enrollment in the Texas Medicaid Program.

Your application is being returned because your application is missing information on one or more of the following documents:

Additional Comments

1891700753: WISE COUNTY EMS

Section B/C

- Please provide a Provider Information Change form for the facility name change for processing

HHSC Traditional Medicaid Provider Agreement

- When e-sign agreements require corrections, the admin user who assigns the application for signature must select "Clear" and resend the signature request in order to make corrections to the agreement.
- Per Medicare the facility name has changed to City of Wise. TMHP will need to also update this in out system. Please review and correct the HHSC to match with Medicare for processing

Kintana # 5988900

HHSC Medicaid Provider Agreement

COUNTY OF WISE			
088232601	514948		
1101 ROSE AVE	DECATUR	TX	76234
PO BOX 941608	HOUSTON	TX	77094

As a condition for participation as a provider under the Texas Medical Assistance Program (Medicaid), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

I. ALL PROVIDERS

1.1 Agreement and documents constituting Agreement.

The current *Texas Medicaid Provider Procedures Manual* (Provider Manual) may be accessed via the internet at www.tmhp.com. Provider has a duty to become educated and knowledgeable with the contents and procedures contained in the Provider Manual. Provider agrees to comply with all of the requirements of the Provider Manual, as well as all state and federal laws governing or regulating Medicaid, and provider further acknowledges and agrees that the provider is responsible for ensuring that all employees and agents of the provider also comply. Provider agrees to acknowledge HHSC's provision of enrollment processes and authority to make enrollment decisions as found in Title 1, Part 15, Chapter 352 of the Texas Administrative Code. Provider is specifically responsible for ensuring that the provider and all employees and agents of the Provider comply with the requirements of Title 1, Part 15, Chapter 371 of the Texas Administrative Code, related to waste, abuse and fraud, and provider acknowledges and agrees that the provider and its principals will be held responsible for violations of this agreement through any acts or omissions of the provider, its employees, and its agents. For purposes of this agreement, a principal of the provider includes all owners with a direct or indirect ownership or control interest of five percent or more, all corporate officers and directors, all limited and non-limited partners, and all shareholders of a legal entity, including a professional corporation, professional association, or limited liability company. Principals of the provider further include managing employee(s) or agents who exercise operational or managerial control or who directly or indirectly manage the conduct of day-to-day operations.

1.2 State and Federal regulatory requirements.

1.2.1 By signing this agreement, Provider certifies that the provider and its principals have not been excluded, suspended, debarred, revoked or any other synonymous action from participation in any program under Title XVIII (Medicare), Title XIX (Medicaid), or under the provisions of Executive Order 12549, relating to federal contracting. Provider further certifies that the provider and its principals have also not been excluded, suspended, debarred, revoked or any other synonymous action from participation in any other state or federal health-care program. Provider must notify the Health and Human Services Commission (HHSC) or its agent within 10 business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B) of the Social Security Act (42 USC §1320a-7), which could result in exclusion from the Medicaid program. Provider agrees to fully comply at all times with the requirements of 48 CFR, Ch. 3, relating to eligibility for federal contracts and grants.

1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 CFR Part 455, Subpart B, and provide such information on request to the Texas Health and Human Services Commission (HHSC), Department of State Health Services (DSHS), Texas Attorney General's Medicaid Fraud Control Unit, and the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current at all times by informing HHSC or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, provider licensure, certification, or accreditation, phone number, or provider business addresses. Changes of ownership or control interest must be reported to HHSC or its designee within 30 days of the change. All other changes must be reported to HHSC or its designee within 90 days of the occurrence.

Provider agrees to disclose all convictions of Provider or Provider's principals within ten business days of the date of conviction. For purposes of this disclosure, Provider must use the definition of "Convicted" contained in 42 CFR 1001.2, which includes all convictions, deferred adjudications, and all types of pretrial diversion programs. Send the information to Office of Inspector General, P.O. Box 85211 – Mail Code 1361, Austin, Texas 78708. Fully explain the details, including the offense, the date, the state and county where the conviction occurred, and the cause number(s).

1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud, abuse and waste in health care and the Medicaid program. As required by 42 CFR § 431.107, Provider agrees to create and maintain all records necessary to fully disclose the extent and medical necessity of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. On request, Provider also agrees to provide these records immediately and unconditionally to HHSC, HHSC's agent, the Texas Attorney General's Medicaid Fraud Control Unit, DARS, DADS, DFPS, DSHS and the United States Department of Health and

Human Services. The records must be retained in the form in which they are regularly kept by the Provider for a minimum of five years from the date of service (six years for freestanding rural health clinics and ten years for hospital based rural health clinics); or, until all investigations are resolved and closed, or audit exceptions are resolved; whichever period is longest. Provider must cooperate and assist HHSC and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse. Provider must also allow these agencies and their agents unconditional and unrestricted access to its records and premises as required by Title 1 TAC, §371.1667. Provider understands and agrees that payment for goods and services under this agreement is conditioned on the existence of all records required to be maintained under the Medicaid program, including all records necessary to fully disclose the extent and medical necessity of services provided, and the correctness of the claim amount paid. If provider fails to create, maintain, or produce such records in full accordance with this Agreement, provider acknowledges, agrees, and understands that the public monies paid the provider for the services are subject to 100 percent recoupment, and that the provider is ineligible for payment for the services either under this agreement or under any legal theory of equity.

1.2.4 The Texas Attorney General's Medicaid Fraud Control Unit, Texas Health and Human Services Commission's Office of Inspector General (OIG), and internal and external auditors for the state and federal government may conduct interviews of Provider employees, agents, subcontractors and their employees, witnesses, and clients without the Provider's representative or Provider's legal counsel present. Provider's employees, agents, subcontractors and their employees, witnesses, and clients must not be coerced by Provider or Provider's representative to accept representation from or by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. Provider will ensure by contract or other means that its agents, employees and subcontractors cooperate fully in any investigation conducted by the Texas Attorney General's Medicaid Fraud Control Unit or the Texas Health and Human Services Commission's Office of Inspector General or its designee. Subcontractors include those persons and entities that provide medical or dental goods or services for which the Provider bills the Medicaid program, and those who provide billing, administrative, or management services in connection with Medicaid-covered services.

1.2.5 Nondiscrimination. Provider must not exclude or deny aid, care, service, or other benefits available under Medicaid or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid clients in the same manner, by the same methods, and at the same level and quality as provided to the general public. Provider agrees to grant Medicaid recipients all discounts and promotional offers provided to the general public. Provider agrees and understands that free services to the general public must not be billed to the Medicaid program for Medicaid recipients and discounted services to the general public must not be billed to Medicaid for a Medicaid recipient as a full price, but rather the Provider agrees to bill only the discounted amount that would be billed to the general public.

1.2.6 AIDS and HIV. Provider must comply with the provisions of Texas Health and Safety Code Chapter 85, and HHSC's rules relating to workplace and confidentiality guidelines regarding HIV and AIDS.

1.2.7 Child Support. (1) The Texas Family Code §231.006 requires HHSC to withhold contract payments from any entity or individual who is at least 30 days delinquent in court-ordered child support obligations. It is the Provider's responsibility to determine and verify that no owner, partner, or shareholder who has at least 25 percent ownership interest is delinquent in any child support obligation. (2) Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in the applicable contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive the specified grant, loan, or payment. (3) If HHSC is informed and verifies that a child support obligor who is more than 30 days delinquent is a partner, shareholder, or owner with at least a 25 percent ownership interest, it will withhold any payments due under this Agreement until it has received satisfactory evidence that the obligation has been satisfied.

1.2.8 Cost Report, Audit and Inspection. Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.

1.3 Claims and encounter data.

1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by HHSC, or other appropriate payer, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, and complete, and that the Provider's records and documents are both accessible and validate the services and the need for services billed and represented as provided. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and federal laws.

1.3.2 Provider must submit encounter data required by HHSC or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement by a Health Maintenance Organization or Insurance Payment Assistance.

1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with HHSC rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the Provider Manual, and within the time limits established by HHSC for submission of claims. Claims for payment or encounter data submitted by the provider to an HMO or IPA are governed by the Provider's contract with the HMO or IPA. Provider understands and agrees that HHSC is not liable or responsible for payment for any Medicaid-covered services provided under the HMO or IPA Provider contract, or any agreement other than this Medicaid Provider Agreement.

1.3.4 Federal and state law prohibits Provider from charging a client or any financially responsible relative or representative of the client for Medicaid-covered services, except where a co-payment is authorized under the Medicaid State Plan (42 CFR §447.20).

1.3.5 As a condition of eligibility for Medicaid benefits, a client assigns to HHSC all rights to recover from any third party or any other source of payment (42 CFR §433.145 and Human Resources Code §32.033). Except as provided by HHSC's third-party recovery rules (*Texas Administrative Code* Title 1 Part 15 Chapter 354 Subchapter J), Provider agrees to accept the amounts paid under Medicaid as payment in full for all covered services (42 CFR §447.15).

1.3.6 Provider has an affirmative duty to verify that claims and encounters submitted for payment are true and correct and are received by HHSC or its agent, and to implement an effective method to track submitted claims against payments made by HHSC or its agents.

1.3.7 Provider has an affirmative duty to verify that payments received are for actual services rendered and medically necessary. Provider must refund any overpayments, duplicate payments and erroneous payments that are paid to Provider by Medicaid or a third party as soon as any such payment is discovered or reasonably should have been known.

1.3.8 TMHP EDI and Electronic Claims Submission. Provider may subscribe to the TMHP Electronic Data Interchange (EDI) system, which allows the Provider the ability to electronically submit claims and claims appeals, verify client eligibility, and receive electronic claim status inquiries, remittance and status (R&S) reports, and transfer of funds into a provider account. Provider understands and acknowledges that independent registration is required to receive the electronic funds or electronic R&S report. Provider agrees to comply with the provisions of the Provider Manual and the TMHP EDI licensing agreement regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to HHSC or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detecting and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from HHSC, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

1.3.9 Reporting Waste, Abuse and Fraud. Provider agrees to inform and train all of Provider's employees, agents, and independent contractors regarding their obligation to report waste, abuse, and fraud. Individuals with knowledge about suspected waste, abuse, or fraud in any State of Texas health and human services program must report the information to the HHSC Office of Inspector General (OIG). To report waste, abuse or fraud, go to **www.hhs.state.tx.us** and select "Reporting Waste, Abuse, or Fraud". Individuals may also call the OIG hotline (1-800-436-6184) to report waste, abuse or fraud if they do not have access to the Internet.

II. ADVANCE DIRECTIVES – HOSPITAL AND HOME HEALTH PROVIDERS

2.1 The client must be informed of their right to refuse, withhold, or have medical treatment withdrawn under the following state and federal laws:

(a) The individual's right to self-determination in making health-care decisions;

(b) The individual's rights under the Natural Death Act (Health and Safety Code, Chapter 166) to execute an advance written Directive to Physicians, or to make a non-written directive regarding their right to withhold or withdraw life-sustaining procedures in the event of a terminal condition;

(c) The individual's rights under Health and Safety Code, Chapter 166, relating to written Out-of-Hospital Do-Not-Resuscitate Orders; and,

(d) The individual's rights to execute a Durable Power of Attorney for Health Care under the Probation Code, Chapter XII, regarding their right to appoint an agent to make medical treatment decisions on their behalf in the event of incapacity.

2.2 The Provider must have a policy regarding the implementation of the individual's rights and compliance with state and federal laws.

2.3 The Provider must document whether or not the individual has executed an advance directive and ensure that the document is in the individual's medical record.

2.4 The Provider cannot condition giving services or otherwise discriminate against an individual based on whether or not the client has or has not executed an advance directive.

2.5 The Provider must provide written information to all adult clients on the provider's policies concerning the client's rights

2.6 The Provider must provide education for staff and the community regarding advance directives.

III. STATE FUND CERTIFICATION REQUIREMENT FOR PUBLIC ENTITY PROVIDERS

3.1 Public providers are those that are owned or operated by a state, county, city, or other local government agency or instrumentality. Public entity providers of the following services are required to certify to HHSC the amount of state matching funds expended for eligible services according to established HHSC procedures:

(a) School health and related services (SHARS)

(b) Case management for blind and visually impaired children (BVIC)

(c) Case management for early childhood intervention (ECI)

(d) Service coordination for mental retardation (MR)

(e) Service coordination for mental health (MH)

(f) Mental health rehabilitation (MHR)

(g) Tuberculosis clinics

(h) State hospitals

IV. CLIENT RIGHTS

4.1 Provider must maintain the client's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.

4.2 The client must have the right to choose providers unless that right has been restricted by HHSC or by waiver of this requirement from the Centers for Medicare and Medicaid Services (CMS). The client's acceptance of any service must be voluntary.

4.3 The client must have the right to choose any qualified provider of family planning services.

V. THIRD PARTY BILLING VENDOR PROVISIONS

5.1 Provider agrees to submit notice of the initiation and termination of a contract with any person or entity for the purpose of billing Provider's claims, unless the person is submitting claims as an employee of the Provider and the Provider is completing an IRS Form W-2 on that person. This notice must be submitted within five working days of the initiation and termination of the contract and submitted in accordance with Medicaid requirements pertaining to Third Party Billing Vendors. Provider understands that any delay in the required submittal time or failure to submit may result in delayed payments to the Provider and recoupment from the Provider for any overpayments resulting from the Providers failure to provide timely notice.

5.2 Provider must have a written contract with any person or entity for the purpose of billing provider's claims, unless the person is submitting claims as an employee of the Provider and the Provider is completing an IRS Form W-2 on that person. The contract must be signed and dated by a Principal of the Provider and the Biller. It must also be retained in the Provider's and Biller's files according with the Medicaid records retention policy. The contract between the Provider and Biller may contain any provisions they deem necessary, but, at a minimum, must contain the following provisions:

(a) Biller agrees they will not alter or add procedures, services, codes, or diagnoses to the billing information received from the Provider, when billing the Medicaid program.

(b) Biller understands that they may be criminally convicted and subject to recoupment of overpayments and imposed penalties for submittal of false, fraudulent, or abusive billings.

(c) Provider agrees to submit to Biller true and correct claim information that contains only those services, supplies, or equipment Provider has actually provided to recipients.

(d) Provider understands that they may be criminally convicted and subject to recoupment of overpayments and imposed penalties for submittal of false, fraudulent, or abusive billings, directly or indirectly, to the Biller or to Medicaid or its contractor.

(e) Provider and Biller agree to establish a reimbursement methodology to Biller that does not contain any type of incentive, directly or indirectly, for inappropriately inflating, in any way, claims billed to the Medicaid program.

(f) Biller agrees to enroll and be approved by the Medicaid program as a Third Party Billing Vendor prior to submitting claims to the Medicaid program on behalf of the Provider.

(g) Biller and Provider agree to notify the Medicaid program within five business days of the initiation and termination, by either party, of the contract between the Biller and the Provider.

VI. TERM AND TERMINATION

6.1 This Agreement will be effective from the date finally executed until the termination date, if any, indicated in the enrollment correspondence issued by HHSC or its agent. If the correspondence/notice of enrollment from HHSC or its agent states a termination date, this agreement terminates on that date with or without other advance notice of the termination date. If the correspondence/notice of enrollment from HHSC or its agent does not state a termination date, this agreement is open-ended and remains effective until either a notice of termination is later issued or termination occurs as otherwise provided in this paragraph. Either party may terminate this Agreement voluntarily and without cause, for any reason or for no reason, by providing the other party with 30 days advance written notice of termination. HHSC may immediately terminate this agreement for cause, with or without advance notice, for the reason(s) indicated in a written notice of termination issued by HHSC or its agent. Cause to terminate this agreement may include the following actions or circumstances involving the provider or involving any person or entity with an affiliate relationship to the provider: exclusion from participation in Medicare, Medicaid, or any other publicly funded health-care program; loss or suspension of professional license or certification; any circumstances resulting in ineligibility to participate in Texas Medicaid; any failure to comply with the provisions of this Agreement or any applicable law, rule or policy of the Medicaid program; and any circumstances indicating that the health or safety of clients is or may be at risk. HHSC also may terminate this agreement due to inactivity, with or without notice, if the Provider has not submitted a claim to the Medicaid program for 24 or more months.

VII. ELECTRONIC SIGNATURES

7.1 Provider understands and agrees that any signature on a submitted document certifies, to the best of the provider's knowledge, the information in the document is true, accurate, and complete. Submitted documents with electronic signatures may be accepted by mail or fax when the sender has met the national and state standards for electronic signatures set by the Health and Human Services and the Texas Uniform Electronic Transactions Act (UETA).

7.2 Provider understands and agrees that both the provider and the provider's representative whose signature is on an electronic signature method bear the responsibility for the authenticity of the information being certified to.

VIII. COMPLIANCE PROGRAM REQUIREMENT

8.1 By signing section VIII, Provider certifies that in accordance with requirement TAC 352.5(b)(11), Provider has a compliance program containing the core elements as established by the Secretary of Health and Human Services referenced in §1866(j)(8) of the Social Security Act (42 U.S.C. §1395cc(j)(8)), as applicable.

I attest that I have a compliance plan. ☒ Yes ☐ No

IX. INTERNAL REVIEW REQUIREMENT

9.1 Provider, in accordance with TAC 352.5 (b)(1), has conducted an internal review to confirm that neither the applicant or the re-enrolling provider nor any of its employees, owners, managing partners, or contractors (as applicable), have been excluded from participation in a program under Title XVIII, XIX, or XXI of the Social Security Act.

I attest that an internal review was conducted to confirm that neither the applicant or the re-enrolling provider nor any of its employees, owners, managing partners, or contractors have been excluded from participation in a program under the Title XVIII, XIX, or XXI of the Social Security Act." ☒ Yes ☐ No

X. PRIVACY, SECURITY, AND BREACH NOTIFICATION

10.1 "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to the Provider electronically or through any other means that consists of or includes any or all of the following:

(a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as defined in 45 CFR 160.103 and 45 CFR 164.402);

(b) Sensitive Personal Information (as defined in Texas Business and Commerce Code section 521.002);

(c) Federal Tax Information (as defined in IRS Publication 1075);

(d) Personally Identifiable Information (as defined in OMB Memorandum M-07-16);

(e) Social Security Administration data;

(f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

10.2 Any Confidential Information received by the Provider under this Agreement may be disclosed only in accordance with applicable law. By signing this agreement, the Provider certifies that the Provider is, and intends to remain for the term of this agreement, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

(a) The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;

(b) 42 CFR Part 2 and 45 CFR Parts 160 and 164;

(c) The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;

(d) The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;

(e) Internal Revenue Code, Title 26 of the United States Code, including IRS Publication 1075;

(f) OMB Memorandum M-07-16;

(g) Texas Business and Commerce Code Chapter 521;

(h) Texas Health and Safety Code, Chapters 181 and 611;

(i) Texas Government Code, Chapter 552, as applicable; and

(j) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Agreement.

10.3 The Provider further certifies that the Provider will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

10.4 Provider will ensure that any subcontractor of Provider who has access to HHSC Confidential Information will sign a HIPAA compliant Business Associate Agreement with Provider and Provider will submit a copy of that Business Associate Agreement to HHSC upon request.

Kintana # 5988900

XI ACKNOWLEDGEMENTS AND CERTIFICATIONS

11.1 By signing below, Provider acknowledges and certifies to all of the following:

(a) Provider agrees to notify TMHP if the Provider files or is the subject of a bankruptcy petition. The Provider must provide TMHP and HHSC with notice of the bankruptcy no later than ten days after the case is filed. TMHP and HHSC also request notice of pleadings in the case.

(b) Provider has carefully read and understands the requirements of this agreement, and will comply.

(c) Provider has carefully reviewed all of the information submitted in connection with its application to participate in the Medicaid program, including the provider information forms (PIF-1) and principal information form (PIF-2), and provider certifies that this information is current, complete, and correct.

(d) Provider agrees to inform HHSC or its designee, in writing and within 30 calendar days, of any changes to the information submitted in connection with its application to participate in the Medicaid program, whether such change to the information occurs before or after enrollment.

(e) Provider understands that falsifying entries, concealment of a material fact, or pertinent omissions may constitute fraud and may be prosecuted under applicable federal and state law. Fraud is a felony, which can result in fines or imprisonment.

(f) Provider understands and agrees that any falsification, omission, or misrepresentation in connection with the application for enrollment or with claims filed may result in all paid services declared as an overpayment and subject to recoupment, and may also result in other administrative sanctions that include payment hold, exclusion, debarment, contract cancellation, and monetary penalties.

(g) Provider agrees to abide by all Medicaid regulations, program instructions, and Title XIX of the Social Security Act. The Medicaid laws, regulations, and program instructions are available through the Medicaid contractor. Provider understands that payment of a claim by Medicaid is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), and on the provider's compliance with all applicable conditions of participation in Medicaid.

Name of Applicant: COUNTY OF WISE

Applicant's Signature: _____ Date: 9/1/16

For applicants that are entities, facilities, groups, or organizations, and an authorized representative is completing this application with authority to sign on the applicant's behalf, the authorized representative must sign above and print their name and title where indicated below.

Representative's Name: JUDSON D CLARK

Representative's Position/Title: COUNTY JUDGE

Kintana # 5988900

Provider Information Change Form

Texas Medicaid fee-for-service and Children with Special Health Care Needs (CSHCN) Services Program providers can complete and submit this form to update their provider enrollment file. Print or type all of the information on this form. Mail or fax the completed form and any additional documentation to the address at the bottom of the page.

Date: 08 / 23 / 2016

Nine-Digit Texas Provider Identifier (TPI): 088232601	Provider Name: WISE COUNTY EMS
National Provider Identifier (NPI): 1891700753	Primary Taxonomy Code: 3416L0300X
Atypical Provider Identifier (API):	Benefit Code:

List any additional TPIs that use the same provider information:

TPI:	TPI:	TPI:
TPI:	TPI:	TPI:
TPI:	TPI:	TPI:

Physical Address—The physical address cannot be a PO Box. Ambulatory Surgical Centers enrolled with Traditional Medicaid who change their ZIP Code must submit a copy of the Medicare letter along with this form.

Street address 1101 W ROSE AVE City ~~DECAUR~~ Decatur County State TX Zip Code 76234

Telephone: ( )	Fax Number: ( )	Email:

Accounting/Mailing Address—All providers who make changes to the Accounting/Mailing address must submit a copy of the W-9 Form along with this form.

Street Address PO BOX 941608 City HOUSTON State TX Zip Code 77094

Telephone: ( )	Fax Number: ( )	Email:

Secondary Address

Street Address City State Zip Code

Telephone: ( )	Fax Number: ( )	Email:

Type of Change (check the appropriate box)

- ☐ Change of physical address, telephone, and/or fax number
- ☐ Change of billing/mailing address, telephone, and/or fax number
- ☐ Change/add secondary address, telephone, and/or fax number
- ☐ Change of provider status (e.g., termination from plan, moved out of area, specialist) *Explain in the Comments field*
- ☒ Other (e.g., panel closing, capacity changes, and age acceptance) Update Legal Name: County of Wise

Comments: There is no change of ownership, we just need the Legal Name updated to: County of Wise

Tax Information—Federal Tax Identification (ID) Number and Name for the Internal Revenue Service (IRS)

Federal Tax ID number:	Effective Date:

Exact name reported to the IRS for this Tax ID:

Provider Demographic Information—Note: This information can be updated on www.tmhp.com.

Languages spoken other than English:

Provider office hours by location:

Accepting new clients by program (check one): Accepting new clients ☐ Current clients only ☐ No ☐

Patient age range accepted by provider: Additional services offered (check one): HIV ☐ High Risk OB ☐

Participation in Healthy Texas Women (HTW)? Yes ☐ No ☐ Patient gender limitations: Female ☐ Male ☐ Both ☐

Signature and date are *required* or the form will *not* be processed.

Provider signature: [signature] Date: 9/1/16

Mail or fax the completed form to: Texas Medicaid & Healthcare Partnership (TMHP)
Provider Enrollment
PO Box 200795
Austin, TX 78720-0795
Fax: 512-514-4214

Kintana # 5988900

Provider Information Change Form

Texas Medicaid fee-for-service and Children with Special Health Care Needs (CSHCN) Services Program providers can complete and submit this form to update their provider enrollment file. Print or type all of the information on this form. Mail or fax the completed form and any additional documentation to the address at the bottom of the page.

Date: 08 / 23 / 2016

Nine-Digit Texas Provider Identifier (TPI): 088232601	Provider Name: WISE COUNTY EMS
National Provider Identifier (NPI): 1891700753	Primary Taxonomy Code: 3416L0300X
Atypical Provider Identifier (API):	Benefit Code:

List any additional TPIs that use the same provider information:

TPI:	TPI:	TPI:
TPI:	TPI:	TPI:
TPI:	TPI:	TPI:

Physical Address—The physical address cannot be a PO Box. Ambulatory Surgical Centers enrolled with Traditional Medicaid who change their ZIP Code must submit a copy of the Medicare letter along with this form.

Street address 1101 W ROSE AVE City ~~DECATUR~~ Decatur County State TX Zip Code 76234

Telephone: ( )	Fax Number: ( )	Email:

Accounting/Mailing Address—All providers who make changes to the Accounting/Mailing address must submit a copy of the W-9 Form along with this form.

Street Address PO BOX 941608 City HOUSTON State TX Zip Code 77094

Telephone: ( )	Fax Number: ( )	Email:

Secondary Address

Street Address City State Zip Code

Telephone: ( )	Fax Number: ( )	Email:

Type of Change (check the appropriate box)

- ☐ Change of physical address, telephone, and/or fax number
- ☐ Change of billing/mailing address, telephone, and/or fax number
- ☐ Change/add secondary address, telephone, and/or fax number
- ☐ Change of provider status (e.g., termination from plan, moved out of area, specialist) *Explain in the Comments field*
- ☒ Other (e.g., panel closing, capacity changes, and age acceptance) Update Legal Name: County of Wise

Comments: There is no change of ownership, we just need the Legal Name updated to: County of Wise

Tax Information—Federal Tax Identification (ID) Number and Name for the Internal Revenue Service (IRS)

Federal Tax ID number:	Effective Date:

Exact name reported to the IRS for this Tax ID:

Provider Demographic Information—Note: This information can be updated on www.tmhp.com.

Languages spoken other than English:

Provider office hours by location:

Accepting new clients by program (check one): Accepting new clients ☐ Current clients only ☐ No ☐

Patient age range accepted by provider:	Additional services offered (check one): HIV ☐ High Risk OB ☐
Participation in Healthy Texas Women (HTW)? Yes ☐ No ☐	Patient gender limitations: Female ☐ Male ☐ Both ☐

Signature and date are required or the form will *not* be processed.

Provider signature: [signature] Date: 9/1/16

Mail or fax the completed form to: Texas Medicaid & Healthcare Partnership (TMHP)
Provider Enrollment
PO Box 200795
Austin, TX 78720-0795

Fax: 512-514-4214

Instructions for Completing the Provider Information Change Form

Signatures

- The provider's signature is required on the Provider Information Change Form for any and all changes requested for individual provider numbers.
- A signature by the authorized representative of a group or facility is acceptable for requested changes to group or facility provider numbers.

Address

- Performing providers (physicians performing services within a group) may *not* change accounting information.
- For Texas Medicaid fee-for-service and the CSHCN Services Program, changes to the accounting or mailing address require a copy of the W-9 form.
- For Texas Medicaid fee-for-service, a change in ZIP Code requires copy of the Medicare letter for Ambulatory Surgical Centers.

Federal Tax Identification Number (TIN)

- Federal TIN changes for individual practitioner provider numbers can only be made by the individual to whom the number is assigned.
- Performing providers *cannot* change the Federal TIN.

Provider Demographic Information

An online provider lookup (OPL) is available, which allows users such as clients and providers to view information about Texas State Health-Care Programs providers. To maintain the accuracy of your demographic information, please visit the OPL at www.tmhp.com. Please review the existing information and add or modify any specific practice limitations accordingly. This will allow clients more detailed information about your practice.

General

- TMHP must have either the nine-digit Texas Provider Identifier (TPI), or the National Provider Identifier (NPI)/Atypical Provider Identifier (API), primary taxonomy code, physical address, and benefit code (if applicable) in order to process the change. Forms will be returned if this information is not indicated on the Provider Information Change Form.
- The W-9 form is required for *all* name and TIN changes.
- Mail or fax the completed form to:

  Texas Medicaid & Healthcare Partnership (TMHP)
  Provider Enrollment
  PO Box 200795
  Austin, TX 78720-0795
  Fax: 512-514-4214

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

OAG Contract No. 1772250

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

SECTION 1. PURPOSE OF THE CONTRACT

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

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

SECTION 2. TERM OF THE CONTRACT

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

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

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

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

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

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

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

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

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

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

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

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

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

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

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

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

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

records and other information.

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

4.2 Programmatic Reports

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

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

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

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

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

4.3 Financial Matters

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

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

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

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

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

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

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. <u>THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:</u>

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. OBLIGATIONS OF OAG

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

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

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

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

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

SECTION 6. TERMINATION

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

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

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

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

7.3 **Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

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

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

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

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

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

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

OAG-Grants@texasattorneygeneral.gov

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

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

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

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

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

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

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

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

SECTION 10. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

SECTION 11. SPECIAL TERMS AND CONDITIONS

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

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

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

contract.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

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

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

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

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

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

OFFICE OF THE ATTORNEY GENERAL

Cedrienne McFarland

Printed Name: _____
Office of the Attorney General

WISE COUNTY

Printed Name: JD Clark
Authorized Official

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

OAG Contract No. 1772250

EXHIBIT A

Population Size: Medium

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

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

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

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

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

OAG Contract No. 1772250

EXHIBIT B

SPECIAL CONDITIONS

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

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

The following Special Conditions apply to this contract:

- None

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PHYSIO CONTROL

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

Charles Dillard
WISE CTY EMS
1101 W ROSE AVE
DECATUR, TX 76234
(940) 393-9789
crdillard@ems.co.wise.tx.us

Quote Number	00052083
Revision #	Renewal
Created Date	9/7/2016
Sales Consultant	MichaelGlass 903-654-1202
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30

Renewal of PB16T188

Plan Coverage: 10/01/2016-9/30/2017
Payable in ANNUAL installments
15% discount on accessories and electrodes
Fax: 800-772-3340
Territory Code: WECC58

Expiration Date 9/30/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000118	Zone2: (26 to 50Mi) or (41 to 81Km)	1.00	79.00	0.00	79.00	79.00
LP15-OSPMSIRP-1-POS	LIFEPAK 15 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus.	9.00	1,480.00	-148.00	1,332.00	11,988.00
LUCAS-OSPMSIRP-1	LUCAS Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus.	7.00	1,400.00	0.00	1,400.00	9,800.00

Subtotal	USD 21,867.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 21,867.00

Pricing Summary Totals

List Price Total	USD 23,199.00
Total Contract Discounts Amount	USD -1,332.00
Total Discount	USD 0.00

Jennifer Stawski
Jennifer Stawski Contract Coordinator
9-30-16

Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00
GRAND TOTAL FOR THIS QUOTE	USD 21,867.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME: JD Clark

TITLE: County Judge

DATE: 9-26-16

Reference Number JS/00585501/109003

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Doc.warranty/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. ~~All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.~~

JDC TA

Quote Number: 00052083

Additional Terms for Purchase and Sale of Service Plans.
In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at http://www.physio-control.com/~service/Programs.aspx for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear excepted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Quote Number: 00052083

PHYSIO CONTROL

PO Waiver for U.S. and Canada

Valued Customer,

To ensure payment will be received for goods and services purchased, Physio-Control's policy requires a hard copy Purchase Order be submitted for any value $5,000 or greater.

In the event your company does not utilize a purchase order system, this letter confirms that you acknowledge and agree that payment will be made, in full, for the total value of the service, based on Physio-Control's standard terms and conditions located on the quote provided by Physio-Control.

Sincerely,

Physio-Control

Please check one of the two boxes below, fill in the required information and email back to us at the appropriate email address.

☐ **Work Orders**, email: rs.seafieldserviceparts@physio-control.com
☑ **Service Plan**, email: rs.seaservicecontracts@physio-control.com

00052083
Physio-Control reference number

WISE CTY EMS
Company Name

JD Clark
Customer Representative – Print

9-26-16
Date

Customer Representative – Signature
[Please print and add your signature]

Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 695 5898
Fax 866 430 6115

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PHYSIO CONTROL

Limited Warranty

US/Canada

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized resellers for use in the United States of America and Canada and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight Years:

- New LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five Years:

- New LIFEPAK® 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two Years:

- CodeManagement Module™ for use with the LIFEPAK 20/20e defibrillator/monitor
- New Trainer 1000 trainer

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which includes use in out-of-hospital and mobile applications
- New LIFEPAK 12 defibrillator/monitor series, which includes use in out-of-hospital and mobile applications
- RELI™ LIFEPAK 12 defibrillator/monitor series
- New LUCAS® Chest Compression System
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- Battery charging systems and power adapters
- All batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® patient cables and reusable sensors
- New TrueCPR™ Coaching Device

180 Days:

- Masimo® SET SpO_2 only patient cables and reusable sensors

90 Days:

- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:

- Internal paddles and internal paddle handles

(continued on back)

Limited warranty time limits begin on the date of delivery to the First Owner.[1]

Physio-Control warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio-Control. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Physio-Control factory in any way which, in the judgment of Physio-Control, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Physio-Control, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio-Control at the purchaser's facility or an authorized Physio-Control facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio-Control, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **PHYSIO-CONTROL MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF PHYSIO-CONTROL PRODUCTS SHALL BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THE CAUSE OF ACTION, OR BE BARRED FOREVER. IN NO EVENT SHALL PHYSIO-CONTROL'S LIABILITY UNDER THIS WARRANTY OR OTHERWISE EXCEED THE GREATER OF $50,000 OR THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

1 First Owner means the first purchaser or lessee of the products listed above, directly from Physio-Control, through a Physio-Control corporate affiliate, or from an authorized Physio-Control reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

Physio-Control will pass through warranties offered by Third Party Manufacturers.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com

PHYSIO CONTROL

Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

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GDR 3315020_C

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-113070

Date Filed:
09/16/2016

Date Acknowledged:
9-26-16

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

Physio-Control, Inc.
Redmond, WA 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 EMS

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.

PB16T188
Contract renewal for defibrillator maintenance

4

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

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

6 AFFIDAVIT

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

REBECCA M JOSEPH
NOTARY PUBLIC
STATE OF WASHINGTON
My Comm. Expires Mar. 1, 2020

AFFIX NOTARY STAMP ABOVE

- Strategic Pricing Analyst
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Brent Van Fossen, this the 16th day of September 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Rebecca M. Joseph
Printed name of officer administering oath

Notary Public
Title of officer administering oath

17g

○ New
◉ Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

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

○ Federal ◉ State ○ Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): NUR

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: 30 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	gomezc@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 — Lane Akin (PRINTED NAME) — DATE: 08-17-16

SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES) — Skylor Hearn (PRINTED NAME) — DATE: 8-30-2016

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 Avala

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

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

N. Lane Akin / Sheriff
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature — 8/17/16 Date (MM/DD/YYYY)

J.D. Clark / County Judge
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature — 8-29-16 Date (MM/DD/YYYY)

Skylor Hearn
Type / Print State Coordinator Name

State Coordinator Signature — 8/30/16 Date (MM/DD/YYYY)