NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 18TH day of November, 2013, at 10:00 A.M. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- 1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Tuesday, November 12, 2013.
- Read for approval all monthly bills and claims submitted to the court and dated through November 18, 2013.
- 3. Consider and take necessary action to approve refund of overpaid property taxes.
- Consider and take necessary action to approve the participation in the Community Partner Program.
- 5. Consider and take necessary action to approve the purchase of a 2014 140M2 motor grader, for use in Precinct #4, through the Buy Board with a trade-in of one 140M B9D1795 motor grader.
- Consider and take necessary action to approve the Fire Service Agreement between the City of Levelland and Hockley County.
- 7. Closed meeting pursuant to Section 551.071 of the Texas Government Code concerning the pending litigation by and between Ropesville Fire Department and the City of Ropesville.
- 8. Consider and take necessary action concerning the pending litigation by and between Ropesville Fire Department and the City of Ropesville.

BY: Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 15TH day of November, 2013, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 15TH day of November, 2013.

Irene Gumula, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

FILED FOR RECORD

AT_____O'CLOCK___M

NOV 15 2013

County Clerk, Hockley County, Texas

IN THE COMMISSIONER'S COURT OF HOCKLEY COUNTY, TEXAS

SPECIAL MEETING NOVEMBER 18, 2013

Be it remembered that on this the 18th^t day of November A.D. 2013, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge	
Curtis D. Thrash (ABSENT)	Commissioner Precinct No. 1	
Larry Carter	Commissioner Precinct No. 2	
J. L. "Whitey" Barnett	Commissioner Precinct No. 3	
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4	

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 12th day of November A.D. 2013, be approved and stand as read.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through November 18, A.D. 2013, be approved and paid as read.

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of One Thousand Nine Hundred Ninety eight Dollars and Seventy Eight Cents (\$1998.78), to Charles Ray Nichols, approve the tax refund in the amount of Five Hundred Eighty Two Dollars and Nine Cents (\$582.09) to Donnie and Sheila Humphreys, approve the tax refund in the amount of Seven Hundred and Eight Dollars and Eighty Seven Cents (\$708.87) to Joe Richardson, approve the tax refund in the amount of One Thousand Thirty Eighty Dollars and Eighty Two Cents (\$1038.82) to Brandi Sue Hurt, approve the tax refund in the amount of One Thousand Five Hundred Ninety Six Dollars and Twenty Five Cents, to Vernon Williams, per request of Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the participation in the Community Partner Program, as per Letter from Librarian Kay Daniel recorded below.

Hockley County Memorial Library

802 Houston St., Suite 108 Levelland, Texas 79336 (806) 894-6750

November 18, 2013

To whom it may concern:

In order to serve the citizens of Hockley County and any other library patrons who want to access **YourTexasBenefits.com**, I am proposing these guide lines:

- We will post a sign stating that library employees are not authorized to complete personal forms of any nature for any individual due to privacy issues.
- 2. We will designate 2 computers to be used primarily for YourTexasBenefits.com. If one or both of the computers is not being used for the designated purpose, library staff will allow patrons to use them for other purposes (for short periods of time) with the understanding that they will be required to relinquish the equipment in the event that an individual comes in to complete a YourTexasBenefits.com form. A sign explaining this will be posted beside the 2 designated computers.
- 3. The Texas Benefits website address will be posted on the designated computers.
- 4. The website search and forms process should be started no later than 2:00 p.m. due to the amount of time involved to complete the forms. The library computers will be shut down 15 minutes prior to library closing time.

Sincerely,

Kay Daniel, Librarian

MEMORANDUM OF UNDERSTANDING BETWEEN THE

HEALTH & HUMAN SERVICES COMMISSION

AND

HOCKLEY COUNTY

FOR

Online Community-Based Application Assistance Services through the YourTexasBenefits.com

For

Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medicaid, CHIP, Long-Term Care Services programs

THIS Memorandum of Understanding (the "MOU") is entered into between the HEALTH AND HUMAN SERVICES COMMISSION ("HHSC"), an administrative agency within the executive department of the State of Texas with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and the Hockley County ("CP") having an office at 811-B Austin, Levelland, Texas, 79336, for the purpose of assisting with online community-based application assistance in connection with the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children's Health Insurance Programs (CHIP). HHSC and CP may be referred to in this agreement individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of the Community Partner Program is to strengthen community partnerships with organizations that assist people in applying for social service programs using the online application. The CP project will help increase awareness and utilization of online applications and case information that will build efficiencies and benefits for the people, the state and community partners.

II. GOALS

The Online Application Assistance project aims to:

- Strengthen community relationships;
- · Work together to provide information and support;
- Provide report and tracking capabilities to community partners;
- Facilitate the application process for people;
- Increase access for people through the Internet reducing the need to go to offices;
- Increase access to the online application and/or provide application assistance through local organizations;
- · Streamline the eligibility process;
- Reduce data entry for HHSC staff; and
- · Complete online applications to facilitate eligibility determinations.

III. AUTHORITY

HHSC is authorized to disclose confidential information from SNAP, TANF, Medicaid, and CHIP programs based upon client consent and/or as permitted by 7 C.F.R. Section 272 (SNAP); 45 C.F.R. Section 205.50 (TANF); 42 C.F.R. Section 431.300 et. Seq. (Medicaid); 42 C.F.R. Section 457.1110 (CHIP).

IV. AGREEMENT

Hockley County ("CP") having an office at 811-B Austin, Levelland, Texas, 79336, and its legal affiliates, agree to serve as an access point for applicants and recipients of Health and Human Services benefits programs. Community Partner agrees to provide HHSC with a list of its legal affiliates and affiliate staff and volunteers; and agrees to ensure affiliates adhere to the MOU agreement. For purposes of this agreement, Health and Human Services benefits programs include the Medicaid program, Children's Health Insurance Program (CHIP), the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance to Needy Families (TANF) program, the Long-term Care Services program (LTC) and any other public assistance benefits program for which an individual may complete an online application through the YourTexasBenefits.com website.

V. PARTNER LEVELS

The CP and its affiliates agree to provide at least one of the following level(s) of Service as approved by HHSC:

Level I CP (Self Service Site)

The CP will provide access to a computer with an internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. The Community Partner can agree to provide any of the following additional resources to applicants and recipients: printer, copy machine, fax machine, telephone, and/or document scanner. In providing Level I Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC. The CP may not access information from the "YourTexasBenefits.com" website for the benefit of the CP.

Level II CP (Assistance Site)

The CP will provide access to a computer with an Internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. With applicant/recipient consent, the CP will provide staff and/or volunteers to assist recipients and applicants with understanding and completing the online application process. Level II Community Partners that have received specific additional HHSC training and authorization, may help research the client's case status information. This research is done using a Community Partner inquiry function of the Self Service Portal with log-on information supplied by the client. This service will assist clients to determine where in the process their current application is, the benefits they are currently receiving and when their benefit program started or will end. The Community Partner can agree to provide any of the following additional resources: printer, copy

machine, fax machine, telephone, and/or document scanner. The CP will provide assistance and access to a computer after receiving written consent from the applicant or recipient on an HHSC approved form. In providing Level II Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC. The CP may not access information from the "YourTexasBenefits.com" website for the benefit of the CP.

VI. HHSC STATEMENT OF DUTIES:

HHSC, in support of the community partners that assist people in applying for benefits through this MOU, will provide to the CP:

- a) Initial training and training updates as needed on use of the Your Texas Benefits online application web site, for Level II application assistance and case management functions, general information about the HHSC benefit programs, information security, training on confidentiality and any other appropriate training determined necessary by the HHSC;
- b) The standards and process for certifying staff and volunteers providing application assistance;
- c) Materials such as the HHSC signage, applications, brochures, etc.; and access to support for website issues, application questions and client case issue resolution;
- d) Identification of the CP via the Your Texas Benefits public Internet web page as a Community Partner willing to assist applicants or recipients as a Self Service Site or an Assistance Site; and
- e) Provide a process for CPs to request information and technical support.

VII. CP STATEMENT OF DUTIES:

a) Service Duties.

The CP, in support of the HHSC's efforts to provide awareness of and access to social service programs through the <u>YourTexasBenefits.com</u> website will:

- At no cost, provide applicants and recipients access to a computer with an Internet connection; and assist applicants and recipients in applying for the HHSC social service programs if the CP provides Level II assistance services;
- ii) Prominently display appropriate HHSC benefit materials such as HHSC signage, applications, brochures, etc.;
- iii) Ensure all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP in providing Services, are trained and annually retrained on use of the Your Texas Benefits online application web site, Application/Case assistance for Level II services (as applicable), general information about the HHSC benefit programs, information security, confidentiality and any other appropriate training determined necessary by the HHSC;
- iv) Refer people to other public assistance programs, as available;

- v) Allow the HHSC access to monitor partner sites and activities for compliance to the rules of this MOU;
- vi) For Level II CPs, the CP will obtain applicant consent on a signed and valid H0926-CP-AA/H0926-CP-CA, Sharing Facts About Me and My Case form.; and
- vii) Retain records for seven years of applicant consent and lists of employees, volunteers or staff authorized to access or assist applicants to access the yourtexasbenefits.com Self Service Portal.

b) Compliance Duties.

- i) To the extent applicable, the CP is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.
- ii) To the extent applicable, the CP agrees to assure each of its employees, agents, volunteers or subcontractors who provide Services under the MOU are properly licensed, certified, and/or have proper permits to perform any activity related to the Services and will monitor to ensure all trainings and certifications requirements are met.
- iii) To the extent applicable, the CP warrants that the Services comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify the HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with the CP's failure to comply with or violation of any such law, regulation, code, ordinance, or policy.
- iv) The CP will monitor all staff that have access to confidential information and ensure that all confidential information is accessed only with signed client consent. The CP will retain the signed H0926-CP-AA/H0926-CP-CA, Sharing Facts About Me and My Case client consent form for seven years. It is a breach of the Agreement and a breach of confidential information for any person other than the client, to access confidential information without such signed consent.

c) Security and Confidentiality Duties.

- i) Neither the CP nor the HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq., and regulations adopted under that act. The CP is solely acting on behalf of the people it provides Level II Services to, based on the consent of those individuals described above.
- ii) The CP acknowledges that the information it receives based on individual consent for assistance for Level II services is highly confidential and sensitive. Certain HHSC information may also be highly confidential. The CP agrees that the CP, its staff, employees, agents, volunteers and subcontractors providing Services on the CP's behalf under this agreement will treat all individual and HHSC information received as confidential to the extent that confidential treatment is provided under law and regulations if held by the HHSC.

- iii) The CP will access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose confidential information only in a secure fashion. For purposes of this Agreement, a secure fashion means that the confidential information is rendered unusable, unreadable, or indecipherable to unauthorized persons by either encryption or destruction such that the confidential information cannot be read or otherwise reconstructed. For example the CP will require and ensure all browser activity and history be cleared and deleted between each applicant or recipient the CP assists under Level I or Level II Services, and all paper copies of applicant or recipient information is adequately private and secure.
- iv) The CP will immediately report to the HHSC any actual, potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of confidential information, which has the potential for jeopardizing the confidentiality, integrity or availability of the confidential information (collectively an "incident"). The CP will cooperate fully with the HHSC in addressing any such unauthorized acquisition, access, use or disclosure, or suspected or potential unauthorized acquisition, access, use or disclosure of confidential information to the extent and in the manner determined by the HHSC. The obligation of the CP in this regard begin at the discovery of an Incident and continues as long as related activity continues, until all effects of the incident are mitigated, to the HHSC's satisfaction.
- v) The CP will ensure its officers, directors, employees, agents, subcontractors and volunteers are adequately trained and educated and periodically retrained on the importance of protecting confidential information and promptly reporting any Incident.
- vi) The CP acknowledges any and all unauthorized disclosures or uses of applicant and recipient confidential information or the HHSC's confidential information may cause immediate and irreparable harm to individuals or the HHSC and may constitute a violation of State or federal laws. If the CP, its employees, volunteers, subcontractors, or agents should use or disclose such confidential information to others without authorization, the HHSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

VIII. CIVIL RIGHTS

To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.); and
- The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent
 applicable to this Agreement.
- a) The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national

origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b) To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- c) The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
- d) The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- e) The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f) Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.
- g) The CP must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

IX. MUTUAL RESPONSIBILITIES

The HHSC and the CP will communicate as necessary to successfully manage this agreement. They will work in good faith together to fulfill the purpose of this agreement in assisting people in accessing social service programs through the self-service portal.

X. TERM OF AGREEMENT

This MOU is effective from execution through 1/31/2016 and may be extended by mutual agreement.

XI. TERMINATION OF AGREEMENT

Termination Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

Notice of Breach and Termination for Cause. In the event of a party's failure to comply with a term of this MOU, the non-breaching party will provide notice to the breaching party of the breach. Upon thirty (30) days after such notice, if such breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party, which shall immediately terminate this MOU.

A breach of Social Security Number, client information, confidentiality, and/or security requirements will be cause for immediate termination of the agreement.

Nonwaiver. Failure of either party to insist on performance of any term or condition of this MOU or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

XII. NOTICES

All written notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telefacsimile number set forth below, by one of the following methods: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission. Either party may at any time give notice in writing to the other party of a change of address or telephone or telefacsimile number.

To the CP:

Larry D. Sprowls/County Judge 811-B Austin Levelland, TX 79336 Telephone: (806) 894-6856 Telefacsimile: (806) 894-2494

E-Mail: lsprowls@hockleycounty.org

To the HHSC:

Texas Health and Human Services Commission Kimberly Tolbert 909 W45th Street, Bldg. 5, MC: 2077

Austin, Texas 78751 Telephone: 512-206-5667 Telefacsimile: 512-206-5538

TEXAS HEALTH AND HUMAN

SERVICES COMMISSION

Email: kimberly.tolbert@hhsc.state.tx.us

XIII. GENERAL TERMS

Amendments. This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by the HHSC and the CP. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on the HHSC unless approved in writing by an authorized representative of the HHSC.

XIV. ASSIGNMENT

Neither party shall assign any right, benefit or duty under this MOU without the other party's prior written consent.

HOCKLEY COUNTY

Motion by Commissioner Clevenger, seconded by Commissioner Carter,
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the purchase of a 2014
140M2 motor grader, for use in Precinct #4, through the Buy Board with a trade-in of one
140M B9D1795 motor grader, as per Bid recorded below.





Quote 145593-01

November 11, 2013

HOCKLEY COUNTY 4 BOARD OF COUNTY COMMISSIONERS 802 HOUSTON ST STE 103 LEVELLAND, Texas 79336-3706

Attention: TOMMY CLEVENGER

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Model: 140M2

STOCK NUMBER: C59175

SERIAL NUMBER: TBA

YEAR: 2014

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Brian Hutcheson Machine Sales Representative

MACHINE SPECIFICATIONS

Description

140M2 MOTOR GRADER

GLOBAL ARRANGEMENT, LOW AMBIENT

CHROME MOLDBOARD, 14' PLUS

HITCH, TOWING

WEATHER, COLD

LINES, STANDARD W/O ACCUMULATOR

PRECLEANER

INSTALLATION AR- BOX FRAME

BASE and 1 (RIP)

LIGHTS, FRONT HEADLIGHTS, HIGH

STARTER, ELECTRIC, HEAVY DUTY

CAB, PLUS (STANDARD GLASS)

PRODUCT LINK, SATELLITE PL321

TIRES, 14.0 24* MP

GUARD GP, HITCH

LANGUAGE, ENGLISH

ANTIFREEZE WINDSHIELD WASHER

COMFORT PACKAGE

LIGHTS, WORKING, PLUS

CAMERA, REAR VISION

MIRRORS, OUTSIDE MOUNTED

GUARD, TRANSMISSION

HEATER, ENGINE COOLANT, 120V

AM/FM Radio

Total Cost	(\$75,800.00)
Guaranteed Minimum Repurchase	(\$ 152,500.00)
Trade Difference	\$76,700.00
Less Gross Trade Allowance (140M B9D1795)	(\$168,000.00)
Buyboard Sell Price	\$244,700.00

WARRANTY

Extended Warranty:

Warren CAT Tier IV Governmental 5 YEAR or 5000 HOUR (whichever comes first) Full Machine Warranty Including Travel Time and Mileage for warrantable repairs.

Accepted by

on

_Signature

- Commissioners' Court tabled the item to approve the Fire Service Agreement between the City of Levelland and Hockley County. No action taken

Commissioners' Court went into close session at 10:20 A. M., pursuant to Section 551.071 of the Texas Government Code concerning the pending litigation by and between Ropesville Fire Department. and the City of Ropesville. Commissioners Court came back into session at 11:00 A. M..

Commissioners' Court did not take any action on the pending litigation between Ropesville Fire Department and City of Ropesville

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioners' Court meeting held on the Lath day of Name and approved.

Commissioner, Precinct No. 1.

Commissioner, Precinct No. 2

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

County Judge

IRENE GUMULA, County Clerk and
Ex-Officio Clerk of Commissioners' Coun

Ex-Officio Clerk of Commissioners' Court

Hockley County, Texas