

**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 Monday, the 8<sup>th</sup> day of May, 2023 at 9:00 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 the Special Meeting held at 9:00 a.m. on Monday, April 24, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court dated through May 8, 2023.
3. Hear the monthly Public Assistance report.
4. Consider and take necessary action to approve the purchase of a 2023 Chevrolet Tahoe from Reliable Chevrolet through Sheriffs' Association of Texas Vehicle Procurement Program for use by the Sheriff's Office.
5. Consider and take necessary action to approve the purchase of a 2023 Chevrolet Silverado from Lake Country Chevrolet through TIPS USA for use by the Sheriff's Office.
6. Consider and take necessary action to approve the auction through Purple Wave of a 2013 White Ford Explorer SUV, a 2012 Gray Ford F150 P/U, and a 2014 Gray Ford F150 P/U from the vehicle fleet in use by the Sheriff's Office.
7. Consider and take necessary action to approve to request Unclaimed Property Capital Credits.
8. Consider and take necessary action to approve the renewal of the Remote Birth Access Contract between Hockley County and Department of State Health Service Vital Statistics Section.
9. Consider and take necessary action to approve the Acceptance Agreement for Drug & Alcohol Program between Allied Compliance Services, Inc., and Hockley County.
10. Consider and take necessary action to approve the Agreement for Document Destruction Services between Hockley County and Goodwill of Lubbock Contract Services, Inc. DBA Goodwill Industries of Northwest Texas.
11. Consider and take necessary action to approve the Hockley County Treasurer's 2023 1<sup>st</sup> Quarterly Financial Report.
12. Review the April 2023 fire runs as submitted by the City of Levelland.
13. Consider and take necessary action to approve the Plat for Lots 1 through 9, Dalton Estates, a Subdivision of a part of Tract 22, Ropesville Farm Project, Hockley County, Texas and located in Precinct 1.
14. Discussion and potential action concerning the six applications submitted by the Levelland Mainstreet Program requesting use the courthouse lawn for the following events on the date specified:
  - a. 1<sup>st</sup> Saturday Shop the Square – May 6<sup>th</sup>, June 3<sup>rd</sup>, July 1<sup>st</sup> and August 5<sup>th</sup>, 2023
  - b. Sip and Swirl – June 9, 2023
  - c. Run the Mosaics 1M, 2M and 10K Race – June 10, 2023
  - d. Trunk or Treat – October 31, 2023
  - e. Ladies Night Out – November 9, 2023
  - f. Festival of Lights – Christmas on the Square – November 30, 2023

Filed for Record  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

MAY 04 2023

  
County Clerk, Hockley County, Texas

15. Consider and take necessary action to approve the Order to Approve the Amendment #7 Irrevocable Standby Letter of Credit No. 10008637 and approve bank depository.
16. Consider and take necessary action to approve the Indigent Defense Improve Grant Program Cooperation Agreement.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.**

BY: Sharla Baldrige  
Sharla Baldrige, 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 4<sup>th</sup> day of May, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 4<sup>th</sup> day of May, 2023.

Jennifer Palermo  
Jennifer Palermo, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKEY COUNTY, TEXAS

SPECIAL MEETING

MAY 8, 2023

Be it remembered that on this the 8th day of MAY A.D. 2023, 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:

Sharla Baldrige	County Judge
Alan D. Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners Court when the following proceedings were had to-wit:

Motion by Commissioner Carter, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners court approved the minutes of the Special Meeting held at 9:00 a.m. on Monday, April 24, 2023.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners court approved all monthly claims and bills submitted to the court and dated through May 8, 2023.

Motion by Judge Baldrige, second by Commissioner Carter, 4 votes yes, 0 votes no that commissioners court tabled the monthly public assistance report.

Motion by Commissioner Wisdom, second by Commissioner Clevenger 4 votes yes, 0 votes no, that Commissioner Court approved the purchase of a 2023 Chevrolet Tahoe from Reliable Chevrolet through Sheriff's Association of Texas Vehicle Procurement program for use by the Sheriff's Office. As per contract pricing worksheet recorded below.

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	22-03-1008R	Date Prepared:	3/18/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be emailed to Reliable Chevrolet @ [dadams@reliablechevrolet.com](mailto:dadams@reliablechevrolet.com) or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	HOCKLEY COUNTY	Contractor:	RELIABLE CHEVROLET
Contact Person:		Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	<a href="mailto:dadams@reliablechevrolet.com">dadams@reliablechevrolet.com</a>

Spec #:	99	Description:	2023 TAHOE 9C1 2WHDR
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A. Product Item Base Unit Price Per SAT Contract: MOCKINGBIRD DISTRICT 35026.95

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
BCV - AUTO DOOR LOCK DISABLE	46	PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
V76 - TOW HOOKS	746	5Y1 - DELETE 20% CENTER - REQUIRED	INCL
7X3 - LH SPOTLAMP	728	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
5J0 - FONT PARK ASSIST DISABLED	0	ZAK - POLICE RATED SPARE - REQUIRED	INCL
		VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
		2 KEYS AT DELIVERY	INCL
		5YR/100,000 POWERTRAIN WARRANTY	INCL
		VPV - KERR SHIPTHRU	150
Subtotal From Additional Sheet(s):			
Subtotal B:			1670

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
		EXTERIOR COLOR - BLACK	0
Subtotal C:			0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	36696.95	=	Subtotal D:	36696.95
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E. SAT Order Processing Charge (Amount Per Current Policy) Subtotal E: \$350

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
5.3L V8, AUTO, A/C, CLOTH 40/20/40 FRONT LOCK DIFF, DUAL BATT, TILT/CRUISE	STD	DELIVERY	INCL
Subtotal F:			0

Delivery Date: TBD G. Total Purchase Price (D+E+F): 37046.95

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the purchase of a 2023 Chevrolet Silverado from Lake Country Chevrolet through TIPS USA for use by the Sheriff's Office. As per Product Pricing summary recorded below.



**PRODUCT PRICING SUMMARY**

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: HOCKLEY COUNTY

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: SILVERADO 1500 PPV 91C

Date: April 10, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 27,625.60

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10543	2023 SILVERADO 4WD CREW CAB 91C	\$ 15,995.00	6J7	FLASHER SYSTEM	\$ 75.00
	SHORT BOX		AMF	KEYLESS ENTRY 2 EXTRA	\$ 95.00
L84	ENGINE 5.3L ECO TECH V8	\$ 1,595.00	PED	CHEVY SAFTEY ASSIST	
Z71	OFF ROAD PACKAGE		V76	RECOVERY HOOKS FRONT FRAME	
G80	AUTO LOCKING REAR DIFF		ZLQ	WT FLEET CONVENIENCE PACKAGE	\$ 395.00
NZZ	SKID PLATES		SY1	NO CONSOLE *	
Z82	TRAILERING PACKAGE			Wheels, 20" x 9" Black painted steel	
	7" TOUCH SCREEN			Tires, 275/60R20SL all-terrain, blackwall	
8F2	BADGE DELETE				

Total of B. Published Options: \$ 18,155.00

Published Option Discount (5%) \$ (108.00)

**C. Unpublished Options**

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH HIT	
		VINYL REAR	
		UNIT ON ORDER	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 250.00

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 46,360.10

I. Quantity Ordered 1 x H =

\$ 46,360.10

J. Trade in: \_\_\_\_\_

\$ -

K. \_\_\_\_\_

L. Total Purchase Price

\$ 46,360.10

Motion by Commissioner Carter, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners court approved the auction through Purple Wave of a 2013 White Ford Explorer SUV, a 2012 Gray Ford F150 P/U, and a 2014 Gray Ford F150 P/U from the vehicle fleet in use by the Sheriff's Office. As per Order to approve auction of items recorded below.



THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE AUCTION OF ITEMS**

On this the 8<sup>th</sup> day of May, 2023, upon motion made by Commissioner, Larry Carter and seconded by Commissioner, Alan Wisdom and unanimously carried.

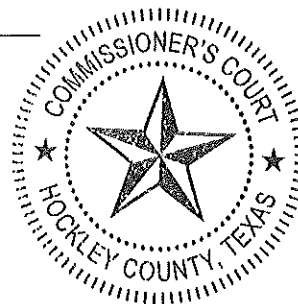
**The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED** that the following vehicles from the fleet in use by the Sheriff's Office shall be sold at auction through Purple Wave:

- a. 2013 White Ford Explorer SUV;
- b. 2012 Gray Ford F150 P/U; and
- c. 2014 Gray Ford F150 P/U

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

ATTEST:

Jennifer Palermo  
Jennifer Palermo, County Clerk,  
Ex-Officio Clerk of Commissioners  
Court of Hockley County, Texas





# INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

Auction Date(s) / Title: 230606 Gov

**SELLER INFORMATION**

Customer No. (if known): 406245 Segment/Industry: Government  
 Company Name: Hockley County, TX  
 Representative Name: Sharla Baldrige Representative Title: County Judge  
 Street: 802 Houston, Ste 101  
 City: Levelland State: TX ZIP: 79336  
 Phone: 8068946856 Alt. Phone: \_\_\_\_\_ Email: sbaldrige@hockleycounty.org

**SETTLEMENT:** Auctioneer will distribute Auction Proceeds to Seller within 15 business days of the Auction date as instructed by the Seller in the Settlement Payment Instructions.

**SELLER FEES:** Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 0 % of the winning bid(s). Other Listing Fee Waived

Internal Use Only  
G

**ENCUMBRANCES:** Does any of the Property have a lien filed against it (or a secured line of credit)? No  Yes  (if Yes, list below)

Lending Institution	Lender Contact	Phone

Seller has listed all known encumbrances above and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Seller will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property if a third party claims to have any interest in the Property.

The Seller has a recent, current, or pending bankruptcy, lawsuit, tax lien, SBA Covid-19 EIDL loan, or any other circumstance that could result in another party making a claim against the Property or the Auction Proceeds. Yes  No

**SIGNATURES:** The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1, Listing Sheets, updated Property List, Settlement Payment Instructions or other addendums, if any, is the whole agreement between the parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on Page 2,

Seller: Sharla Baldrige Sharla Baldrige Hockley County Judge 05 / 13 / 2023  
Signature Printed Title Date

Auctioneer: Dray K. Sikes Dray K. Sikes 05 / 15 / 2023  
Signature Printed Title Date

# Internet Auction Agreement Terms and Conditions

## THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

## THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/lien prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on [www.purplewave.com](http://www.purplewave.com) or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

**EXCLUSIVE LISTING** Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

**USE OF WEBSITE** The Property will sell in an Internet-only auction on Auctioneer's website [www.purplewave.com](http://www.purplewave.com). The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

**TITLES** Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

**RIGHT TO POSTPONE** In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

**PROPERTY CONDITION** The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

**UNRESERVED AUCTION** The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on [www.purplewave.com](http://www.purplewave.com) and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

**SHILL BIDDING PROHIBITED** It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared the winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

**COLLECTIONS** Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

**COMPENSATION** Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

**RELEASE TO BUYERS** Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

**NON-DISPARAGEMENT** Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

**JURISDICTION** This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

Copyright © 2022 | Purple Wave, Inc. | CNTRCT-IAA01



# EXHIBIT 1 PROPERTY LIST

Seller: Sharla Baldrige Customer Number: 406245

This Exhibit 1 established the assets that will be auctioned under the terms and conditions of the attached Auction Agreement and includes by reference any other assets the Seller makes available to the Auctioneer for sale, included on any subsequent or updated Property List, and posted for bidding on the purplewave.com website.

Description of asset(s)	Additions
<i>Example: Cat D8R dozer</i>	<i>Example: Cat D8R dozer</i>
2013 - Ford Explorer	
2012 Ford F150	
2014 Ford F150	

You will provide a separate list of assets to be consigned as Exhibit 1.

Seller Signature: Sharla Baldrige Date 05 / 13 / 2023

Title Auction Agreement for Sharla Baldrige - 406245 - 06.12.23  
 File name contract-page-1-6-28-22.pdf and 2 others  
 Document ID 975594cb6082768a4206fe352a74fdf2434520b3  
 Audit trail date format MM / DD / YYYY  
 Status Signed

Document History



05 / 12 / 2023  
10:18:52 UTC-5

Sent for signature to Sharla Baldrige (sbaldrige@hockleycounty.org) and Dray Sikes (dray.sikes@purplewave.com) from agreement@purplewave.com  
IP: 52.71.126.50



05 / 12 / 2023  
10:27:32 UTC-5

Viewed by Sharla Baldrige (sbaldrige@hockleycounty.org)  
IP: 174.244.81.222



05 / 13 / 2023  
10:15:54 UTC-5

Signed by Sharla Baldrige (sbaldrige@hockleycounty.org)  
IP: 216.75.249.226



05 / 15 / 2023  
07:10:05 UTC-5

Viewed by Dray Sikes (dray.sikes@purplewave.com)  
IP: 52.129.125.31



05 / 15 / 2023  
07:10:23 UTC-5

Signed by Dray Sikes (dray.sikes@purplewave.com)  
IP: 52.129.125.31



05 / 15 / 2023  
07:10:23 UTC-5

The document has been completed.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners Court approved the request Unclaimed Property Capital Credits. As per Unclaimed Property Capital Credits for Counties recorded below.

# UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

## County Request for Capital Credits

County Name Hockley County FEIN 75-6001001

Authorized by  Judge  Commissioners Court

Name of County Judge Sharla Baldrige Approved Date 5/8/2023

### Send the requested funds to:

Address 902 Houston St, Ste 101 City Lexelland State TX Zip 79336

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code, Section 381.004.

Name (printed) Sharla Baldrige Title County Judge

Signature Sharla Baldrige Date 5/8/2023

Email Address sbaldrige@hockleycounty.org Phone 806-894-6856

Submit signed and completed form by either mail, email or fax by July 31, 2023.

Mail Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Education and Reporting section  
P.O. Box 12019  
Austin, Texas 78711-2019

Email [up.holder@cpa.texas.gov](mailto:up.holder@cpa.texas.gov)  
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release \_\_\_\_% of the total amount available to your county. We will send a \$\_\_\_\_\_ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative \_\_\_\_\_ Date \_\_\_\_\_

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.  
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382, or by sending a fax to 512-475-0900.

Motion by Commissioner Clevenger, and second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved the renewal of the Remote Birth Access Contract between Hockley County and Department of State Health Service Vital Statistics Section. As per Contracts recorded below.



**INTERLOCAL COOPERATION CONTRACT  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHSREV100002942**

The DEPARTMENT OF STATE HEALTH SERVICES (“DSHS” or “SYSTEM AGENCY”) and Hockley County (“LOCAL GOVERNMENT”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“TxEVER”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

**I. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

<u>DSHS</u>	<u>Local Government</u>
Name: Department of State Health Services	Name: Hockley County
Attn: Contract Management Section	Attn: Hockley County Clerk’s Office
Address: 1100 W 49 <sup>th</sup> Street, MC-1990	Address: 802 Houston St. Ste. 213
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: Levelland, TX 79336
Contact Person: Maria Acuna	Contact Person: Jennifer Palermo
Telephone: (512) 776-6629	Telephone: (806) 894-3185
E-Mail: <a href="mailto:maria.acuna@dshs.texas.gov">maria.acuna@dshs.texas.gov</a>	E-Mail: <a href="mailto:jpalermo@hockleycounty.org">jpalermo@hockleycounty.org</a>
Agency Number: 537	

**II. STATEMENT OF SERVICES TO BE PROVIDED**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in ATTACHMENT C, STATEMENT OF WORK.

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months, in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

**IV. AMENDMENT**

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

**V. FEES AND PAYMENT FOR SERVICES**

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in ATTACHMENT C, STATEMENT OF WORK.

**VI. NOTICE REQUIREMENTS**

- A. All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B. Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

**Health and Human Services Commission  
Attn: Office of the Chief Counsel  
4601 W Guadalupe St. MC-1100  
Austin, Texas 78751**

*with copy to*

**Department of State Health Services  
Attn: Office of General Counsel  
1100 W. 49th Street, MC-1919  
Austin, TX 78756**

- C. DSHS shall send legal notices to Local Government at the address below:

**Jennifer Palermo  
Hockley County Clerk  
802 Houston St., Suite 213  
Levelland, TX 79336  
[jpalamo@hockleycounty.org](mailto:jpalamo@hockleycounty.org)  
(806) 894-3185**

- D. Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage

- paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- E. Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.
  - F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

**ATTACHMENT A: HHS DATA USE AGREEMENT – TACCHO;**  
**ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2);** and  
**ATTACHMENT C: STATEMENT OF WORK.**

## VIII. MISCELLANEOUS TERMS AND CONDITIONS

- A. **Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. **Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. **Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. **Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating

to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.

**E. Record Maintenance and Retention**

1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of the Contract and all state and federal rules, regulations, and statutes.
2. Local Government shall maintain and retain legible copies of the Contract and all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable state of Texas requirements. These records shall be maintained and retained by Local Government for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

**F. Dispute Resolution.** To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

**G. Entire Agreement.** The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

**H. Force Majeure.** Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

**I. INDEMNIFICATION**

1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS,**

DSHS Contract No. HHSREV100002942

AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.
3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.

**J. No Waiver of Sovereign Immunity.** Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.

**K. Severability.** If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.

**L. Waiver.** The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the

Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

**M. Termination**

1. **Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.
2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
  - i. Material Breach  
If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

**IX. CERTIFICATIONS**

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party;
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE FOR DSHS CONTRACT NO. HHSREV100002942

DEPARTMENT OF STATE HEALTH SERVICES

HOCKLEY COUNTY

DocuSigned by:  
Manda Hall, MD  
202CEA5A9C104E2...  
Signature

Sharla Baldrige  
Signature

Manda Hall, MD  
Printed Name

Sharla Baldrige  
Printed Name

Associate Commissioner for Community Health  
Improvement  
Title

Hockley County Judge Baldrige  
Title

May 9, 2023  
Date

5/8/2023  
Date

# ATTACHMENT A

## HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

### ARTICLE 1.

#### PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. *45 CFR 164.504(e)(1)-(3)*. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

### ARTICLE 2.

#### DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:



(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“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 CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) 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.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

### ARTICLE 3.

## CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

### 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in *45 C.F.R. 160.103*) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit

Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528.*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(e); 1 TAC 202.*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: *45 CFR 164.504(e)(4)(A)*.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make

the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306.*

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).*

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. *45 CFR 164.308(a)(2).*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of

Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

**4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);



(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. STATEMENT OF WORK**

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **6.01 Oversight of Confidential Information**

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

### **6.02 HHS Commitment and Obligations**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **6.06 Injunctive Relief**

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

### **6.07 Responsibility.**

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

### **6.08 Insurance**

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHS reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

### **6.08 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

### **6.09 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

#### **6.10 Automatic Amendment and Interpretation**

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPAA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<p>1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? <b>IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>2. Entity or Applicant/Bidder Legal Name</p> <p><i>Hockley County</i></p>	<p>Legal Name: <i>Hockley County Clerk</i>          Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): <i>0013</i>          Procurement/Contract#: <i>HHSREV10002942</i>          Address: <i>802 Houston St. Suite 213</i>          City: <i>Leveland</i> State: <i>TX</i> ZIP: <i>79336</i>          Telephone #: <i>806-894-3185</i>          Email Address: <i>Jpalermo@hockleycounty.org</i></p>
<p>3. Number of Employees, at all locations, in Applicant/Bidder's Workforce          "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.</p>	<p>Total Employees: <i>5</i></p>
<p>4. Number of Subcontractors          (If Applicant/Bidder will not use subcontractors, enter "0")</p>	<p>Total Subcontractors: <i>0</i></p>
<p>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder          (Privacy and Security Official may be the same person.)</p> <p><i>Jennifer Palermo</i> <i>Hockley County Clerk</i></p>	<p>A. Security Official:          Legal Name: <i>Jennifer Palermo</i>          Address: <i>802 Houston St. Suite 213</i>          City: <i>Leveland</i> State: <i>TX</i> ZIP: <i>79336</i>          Telephone #: <i>806-894-3185</i>          Email Address: <i>Jpalermo@hockleycounty.org</i></p> <p>B. Privacy Official:          Legal Name: <i>Jennifer Palermo</i>          Address: <i>802 Houston St. Suite 213</i>          City: <i>Leveland</i> State: <i>TX</i> ZIP: <i>79336</i>          Telephone #: <i>806-894-3185</i>          Email Address: <i>Jpalermo@hockleycounty.org</i></p>

<b>6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)</b> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII)	HIPAA <input checked="" type="checkbox"/>	CJIS <input type="checkbox"/>	IRS FTI <input type="checkbox"/>	CMS <input type="checkbox"/>	SSA <input type="checkbox"/>	PII <input checked="" type="checkbox"/>
Other (Please List)						
<b>7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d)  0					
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	5					
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	0					
<b>c. Cloud Services.</b> Number of Cloud Services in use.	2					
<b>d. Data Centers.</b> Number of Data Centers in use.	2					
<b>8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:</b>	Select Option (a-d)					
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.					
<b>9. HIPAA Business Associate Agreement</b>						
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No					
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A					
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>					
<b>10. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A					
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>					



<p><b>b.</b> Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes  <input type="radio"/> No  <input checked="" type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11.</b> Does Applicant/Bidder have any <b>Optional Insurance</b> currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input checked="" type="radio"/> Yes  <input type="radio"/> No  <input type="radio"/> N/A </p>

**SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): <ul style="list-style-type: none"> <li>i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;</li> <li>ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &amp;</li> <li>iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?</li> </ul>	<input checked="" type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder Intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program?  Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</b></p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

**SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)**

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?
- a. The data is encrypted with FIPS 140-2 validated encryption
  - b. The offshore provider does not have access to the encryption keys
  - c. The Applicant/Bidder maintains the encryption key within the United States
  - d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency

- Yes  
 No

*For more information regarding FIPS 140-2 encryption products, please refer to:  
<http://csrc.nist.gov/publications/fips>*

Action Plan for Compliance with a Timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

- Yes  
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?

- Yes  
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.

- Yes  
 No

**If yes, upon request must provide evidence such as a screen shot or a system report.**

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p><b>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <i>transmitted</i> over a public network (e.g., the Internet, WiFi, etc.)?</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <i>stored</i> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</b></p> <p><b>If yes, upon request must provide evidence such as a screen shot or a system report.</b></p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare &amp; Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: <a href="http://csrc.nist.gov/publications/fips">http://csrc.nist.gov/publications/fips</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>



<p><b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities?</b></p> <p><i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: <a href="https://legiscan.com/TX/text/HBB/2017">https://legiscan.com/TX/text/HBB/2017</a></i></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

**SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)**

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature <i>Denager Palermo</i>	3. Title <i>Hockley County Clerk</i>	4. Date: <i>5-1-2023</i>
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To submit the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

**Section E: To Be Completed by Texas HHS Agency Staff:**

Agency(s): HHSC: <input type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input checked="" type="checkbox"/>	Requesting Department(s): Vital Statistics													
Legal Entity Tax Identification Number (TIN) (Last four Only): <table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td><td>0</td><td>1</td><td>3</td> </tr> </table>									0	0	1	3	PO/Contract(s) #: HHSREV100002942	
								0	0	1	3			
Contract Manager: Maria ACuna	Contract Manager Email Address: maria.aCuna@dshs.texas.gov	Contract Manager Telephone #: (512) 776-6629												
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## INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are Instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction Item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

### SECTION A. APPLICANT /BIDDER INFORMATION

**Item #1.** Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.

**Item #2. Entity or Applicant/Bidder Legal Name.** Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

**Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce.** Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

**Item #4. Number of Subcontractors.** Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

**Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year.** Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

**Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder.** As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.

**Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to:** Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:

"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 CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, Including, without limitation, Medicaid Information;
- (7) All privileged work product;
- (8) 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.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

**Item #7. Number of Storage devices for Texas HHS Confidential Information.** The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

**Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year.** Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

**Item #9. HIPAA Business Associate Agreement.**

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

**Item #10. Subcontractors.** If your business responded "0" to question 4 (number of subcontractors), answer "N/A" to items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

**Item #11. Optional Insurance.** Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

## SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the Items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., If a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.  
Refer to Article 4, Section 4.01:  
*Initial Notice of Breach must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information 48-hour Formal Notice must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that Information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individual. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

**Item #2.** Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

**Item #3.** Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

**Item #4.** Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

**Item #5.** Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

## **SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT**

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

**Item #1.** Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

**Item #2.** Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

**Item #3.** Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

**Item #4.** Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

**Item #5.** Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

**Item #6.** Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

**Item #7.** Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

**Item #8.** Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

**Item #9.** Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

**Item #10.** Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

**Item #11.** Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>. If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

**Item #12.** Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

**Item #13.** Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

**Item #14.** Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

**Item #15.** Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrc.microsoft.com/en-us/>

**Item #16.** Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

**Item #17.** Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

**Item #18.** Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the Information type for further guidance.

**Item #19.** Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

## **SECTION D. SIGNATURE AND SUBMISSION**

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.



**HEALTH AND HUMAN SERVICES**  
**Contract Number HHSREV100002942**  
**Attachment B CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not 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 in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

**13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

**15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

**26. Restricted Employment for Certain State Personnel**

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

**28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General  
Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

**29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

**37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.



**39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**40. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**41. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**42. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**45. Office of Inspector General Investigative Findings Expert Review**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**50. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**51. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**52. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**53. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**54. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**55. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**56. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

Authorized representative on behalf of Contractor must complete and sign the following:

Hockley County

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')  
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

  
Signature of Authorized Representative

Sharla Baldrige

Printed Name of Authorized Representative  
First, Middle Name or Initial, and Last Name

802 Houston St. Ste. 213

Physical Street Address

Same As Above

Mailing Address, if different

(806) 894-3185

Phone Number


jpalermo@hockleycounty.org

Email Address

Federal Employer Identification Number

Texas Franchise Tax Number

SAM.gov Unique Entity Identifier (UEI)

  
Date Signed

Hockley County Judge

Title of Authorized Representative

Levelland, TX 79336

City, State, Zip Code

City, State, Zip Code

Fax Number

DUNS Number

Texas Identification Number (TIN)

1-75-6001001-3

Texas Secretary of State Filing  
Number

## ATTACHMENT C STATEMENT OF WORK

### I. Responsibilities of the Parties

- A. Local Government shall use the Texas Electronic Registration Remote System (“TxEVER”) to search DSHS databases, locate data, and issue Certifications of Birth (“Birth Certificates”) only to authorized individuals or entities requesting such data. The Birth Certificates shall be provided to authorized individuals or entities in a format formally approved by DSHS. Local Government shall implement appropriate measures to ensure its use of TxEVER is not abused or misused by its personnel.
- B. DSHS will allow Local Government to access TxEVER during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, except national holidays as identified in *Tex. Gov’t Code* Section 662.003(a). In the event of an emergency or computer application error, DSHS may temporarily suspend TxEVER access without advance notice.
- C. Local Government shall acquire and retain at its own expense, the necessary data processing equipment, communications, hardware or software, and paper products in accordance with the requirements set out in *Tex. Admin. Code* Title 25, Section 181.28 and as specified by DSHS. If necessary, DSHS will provide technical assistance to Local Government to enable Local Government’s computer equipment to connect to TxEVER.
- D. Local Government acknowledges that TxEVER records may not be located or contain errors resulting from the following unintentional occurrences:
  - 1. Key-entry errors in spelling;
  - 2. Failure on the part of DSHS to update a file for an amendment or paternity determination; or
  - 3. The event year does not exist in TxEVER.
- E. Local Government shall provide DSHS with monthly written notification of errors or suspected errors discovered by Local Government in TxEVER.
- F. Local Government shall use TxEVER in conformance with *Tex. Health and Safety Code* Chapters 191, 192, and 195, as well as *Tex. Admin. Code* Title 25, Part 1, Chapter 181, and in the format formally approved by DSHS.

### II. Fees, Invoicing, and Payment

- A. Fees. Local Government shall pay DSHS **\$1.83** for each birth certificate issued to Local Government from TxEVER. Local Government agrees to charge the same base search fee for a birth certificate as DSHS charges to Local Government. Additional fees may only be charged as authorized by *Tex. Health and Safety Code* Chapter 191 and *Tex. Admin. Code* Title 25, Part 1, Chapter 181.

DSHS acknowledges that Local Government’s payment obligations to DSHS are payable only from funds appropriated for the then current Local Government’s fiscal year and available for the purpose of the Contract. Local Government shall provide DSHS with prompt notice of failure of Local Government to receive adequate appropriations or otherwise sufficient revenue to satisfy its obligations under the Contract.

**ATTACHMENT C  
STATEMENT OF WORK**

- B. Invoicing.** DSHS will send itemized invoices to Local Government on the 1<sup>st</sup> of every month for all birth certificates provided to Local Government by DSHS in the prior month. Invoicing will be sent through the U.S. Postal Service to Local Government at:

Name: Jennifer Palermo  
County Clerk  
Office address: 802 Houston St  
Suite 213  
Levelland, Texas 79336

Local Government shall direct any invoicing inquiries to DSHS either by phone at 512-776-2953 or email to [yssbusinessservices@dshs.texas.gov](mailto:yssbusinessservices@dshs.texas.gov).

- C. Payment.** Local Government shall remit payment in full to DSHS within thirty (30) days of its receipt of a DSHS invoice. Payment shall be remitted via mail or electronic fund transfer. Payment by Local Government shall be considered complete on the date received by DSHS.

Local Government shall send payments to DSHS at:

Texas Department of State Health Services Cash Receipts Branch  
MC-2096  
P.O. Box 149347  
Austin, TX 78714-9347

*or*

JPMorgan Chase  
Bank Acct # 0135371118  
Bank Rt # 021409169  
TIN # 320113643

Motion by Commissioner Graf, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved the Acceptance Agreement for Drug & Alcohol Program between Allied Compliance Services, Inc., and Hockley County. As per agreement recorded below.



DOT - Business - Personal  
Drug and Alcohol Testing since 1995

800-411-6906  
www.AlliedCompliance.com



2827 74<sup>th</sup> Street  
Lubbock, Texas 79423

951 West Pipeline Road #320  
Hurst, Texas 76053

## Acceptance Agreement for Drug and Alcohol Program

Allied Compliance Services, Inc.® and Hockley County, hereafter referred to as The Company, enter into this agreement on May 8, 2023 to provide drug and alcohol testing services for a period of one year, renewed yearly thereafter, to include the following for the above-mentioned client:

### Random Program Maintenance:

#### ACS Responsibilities:

- Provide a computer-based random listing for The Company as agreed upon.
- Manage required policy random percentages to be met by end of year.
- Maintain an updated employee list for quarterly random selection.
- Mail or email bi-annual summary and annual MIS reports on a timely basis.

#### Client Responsibilities:

- Assist in coordination of scheduling for onsite testing or in-office testing to ensure the required testing is completed by the end of the period.
- Provide current employee lists for random program when requested.
- Fax, mail, or email a written notification of new hires or employees no longer employed.

### Notification of Test Results:

#### ACS Responsibilities:

- Notify the listed contact person of all pre-employment, random, reasonable suspicion, post-accident, and follow-up testing results by phone, mail, or email.
- Notify The Company immediately by phone or secure fax of any positive test result. The test result will be forwarded as soon as possible by mail or email.
- Recommend the required action regarding positive test results.
- Maintain records for the minimum time required by law.
- Assure that all test results are kept confidential in secure files.

#### Client Responsibilities:

- Notify ACS regarding contact person changes as soon as possible in writing.
- Notify employees of their test results following company policy.
- Provide a list of Substance Abuse Professionals to an employee with a positive test result and offer employment options, if applicable.
- Follow the drug and alcohol testing policy regarding a positive test result.

### Post-Accident Testing:

#### ACS Responsibilities:

- After notification of an accident, determine if the employee is required by the DOT regulations to have drug and/or alcohol test(s).
- Arrange for the employee to have a drug and alcohol test performed, if applicable. If the test cannot be performed within the required time frame, ACS will document reasoning.

#### Client Responsibilities:

- Notify ACS as soon as possible when an employee has an accident.
- Remain accessible for any questions regarding the accident.

DOT - Business - Personal  
Drug and Alcohol Testing since 1995

800-411-6906  
www.AlliedCompliance.com



2827 74<sup>th</sup> Street  
Lubbock, Texas 79423

951 West Pipeline Road #320  
Hurst, Texas 76053

Allied Compliance Services, Inc.® reserves the right to terminate this agreement with The Company with valid reasoning of termination of agreement.

Valid reasoning of termination may include, but is not limited to the following: unreasonably uncooperative in ensuring random testing completion, open account balance of more than 90 days past due, or more than three scheduled on-site testing cancellations without 24-hour notice.

If the client is a member of a consortium, random testing that is not completed may ultimately affect the consortium. In the event that the client is not cooperative in random testing completion, Allied Compliance Services, Inc.® may take the client out of the consortium and maintain the client as a private account. The client then will be responsible for completion of random testing for their employees. Uncompleted testing will be reflected for the individual client, which could ultimately result in non-compliance for random testing percentages.

It is the responsibility of Allied Compliance Services, Inc.® to retain files to meet security and confidentiality requirements of state and federal government agencies to meet DOT and HIPPA guidelines as they apply to our service.

The Company does hereby assign Allied Compliance Services, Inc.® as our Third Party Administrator, the authority to receive all drug test results from the Medical Review Officer and/or the Laboratory for the term of agreed service.

This agreement may be terminated by either party with a minimum of thirty (30) days notification with a basis of reasoning. The parties hereto have executed this agreement on the day and year above written.

*Sharla Baldrige, County Judge, May 8, 2023*

Please print name, title, and date

*Sharla Baldrige*

Signature

**If you are regulated by FMCSA, please mark one:**

- In addition to the DOT-required Random Drug and Alcohol Testing Program, The Company is also enrolling in full-service FMCSA Clearinghouse Management. The separate FMCSA Clearinghouse Management Acceptance Assignment is signed and attached.
- The Company has designated Allied Compliance Services, Inc. as its third party administrator in the FMCSA Clearinghouse; however, The Company will manage its own queries and submissions to the Clearinghouse as allowed.

Allied Compliance Services, Inc.® signature, title, and date

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes no, that commissioners court approved the Agreement for Document Destruction Services between Hockley County and Goodwill of Lubbock Contract Services, Inc., DBA Goodwill Industries of Northwest Texas. As per Agreement recorded below.



## AGREEMENT FOR DOCUMENT DESTRUCTION SERVICES

This Agreement entered into this 8th the day of May, 2023, by and between Hockley County here for the referred to as a "Customer" and Goodwill of Lubbock Contract Services, Inc. DBA Goodwill Industries of Northwest Texas here forth referred to as "Contractor". Contractor is located at 715 28<sup>th</sup> Street, Lubbock Texas 79404.

WHEREAS, the Customer is in need of document destruction services,

WHEREAS, Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide the Services to Customer required by this Contract, and

NOW THEREFORE, it is agreed between the parties that:

### I. SCOPE OF WORK

- A. Customer Responsibilities. Customer agrees to promptly pay invoices from Contractor for performing services as described in "ATTACHMENT A". Such payment shall be made by Customer no later than 30 calendar days after the invoice date.
- B. Contractor agrees to provide services and maintain the chain of custody as describe in "ATTACHMENT C,"

### II. TIME OF PERFORMANCE & TERM

Contractor will begin work promptly after this agreement is signed ("Effective Date")

### III. GENERAL CONDITIONS

#### A. Insurance

Contractor will maintain, for the full term of this contract, the insurance described in "Attachment B", which is attached hereto and incorporated as if fully set forth herein.

#### B. Hold Harmless

Contractor hereby assumes full responsibility for the risk of bodily injury, death or

property damages resulting from its performance of this Agreement and releases for itself, its employees and agents, the Customer, its officers, agents, employees or representatives from any claim arising from performances of this Agreement.

Contractor shall hold harmless, defend and indemnify the Customer from any, and all claims, actions, suits, charges and judgements that arise out of Contractor's performance or nonperformance of this Agreement.

C. Governing Law

This Agreement shall for all purpose be construed and enforced under and in accordance with the laws of the State of Texas and the venue of Lubbock County.

D. Amendments

Customer or Contractor may amend this Agreement at any time provided, that such amendments make specific reference to this Agreement and are only effective when executed in writing and signed by both parties.

E. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter.

IN WITNESS, HEREOF, the parties have executed this Agreement as of this 8th day of May 2023.

APPROVED AS TO CONTENT

Company Name: Hockley County

Contractor: Goodwill Industries of Lubbock  
Contract Services, Inc.  
DBA Goodwill Industries of  
Northwest Texas

Customer Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: Sharla Baldrige

Print Name: Maria Smith

Title: Sharla Baldrige

Title: Manager

Address: 802 Houston, Ste 103  
Levelland, TX 79336

Address: 715 28<sup>th</sup> Street  
Lubbock, Texas 79404



## "ATTACHMENT A"

### FEES

- 175-gallon container is equal to approximately 500lbs of paper at cost of \$98 per container for local and \$118.00 per container for out of town.
- 96-gallon container is equal to approximately 320lbs of paper at a cost of \$64.00 per container for local and \$76.00 per container for out of town.
- 64-gallon container is equal to approximately 250 lbs. of paper at a cost of \$42.00 per container for local and \$54.00 per container for out of town.
- 32-gallon container is equal to approximately 125lbs of paper at a cost of \$21.00 per container for local and \$28.00 per container for out of town.
- 32" console is equal to approximately 125lbs of paper at a cost of \$21.00 per container for local and \$28.00 per container for out of town.
- Standard Boxes, paper box size equal to approximately 20 lbs. are \$7.00 per box up to 100 boxes. 101+ boxes are \$5.00 per box. Legal Size Boxes are \$10.00 per box up to 100 boxes. 101+ boxes or more are \$7.00 per box. Large Legal Boxes are \$13.00 per box up to 100 boxes. 101+ boxes are \$10.00 per box.
- Customer drop offs of loose paper or bags are \$.32 per pound.

#### Bin Service Agreement

Customers not requesting service within a 30-day period will be charged a bin use fee of \$5/month for each 32-gallon bin or console; \$7.50/month for each 64-gallon bin; \$10/month for each 96-gallon bin and \$12.50/month for each 175-gallon bin.

Out of town is considered for any pickups more than 25 miles away from Goodwill Industries of Northwest Texas Facilities located at 715 28<sup>th</sup> Street, Lubbock, Texas 79404.

Goodwill Industries of Lubbock Contract Services, Inc. DBA Goodwill Industries of Northwest Texas will schedule pickups with point of contact. Goodwill Industries of Northwest Texas will pick up security containers or boxes on pallets from location arranged upon time and date with destruction to occur within 3 business days of pick up. Goodwill Industries of Northwest Texas will provide the Customer with a form to request services from this contract. Goodwill Industries of Northwest Texas will invoice the Customer utilizing the service in a clear and timely manner.

## "ATTACHMENT B"

### INSURANCE

The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of "B" or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability.

**Worker's Compensation** - The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of this Contract and shall comply with all coverage. Any termination of worker's compensation insurance coverage by Contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be material breach of this Contract. The Contractor may maintain Occupational Accident and Disability Insurance in lieu of worker's compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of Customer.

The Contractor shall also provide to Customer proof of insurance that will include:

Statutory worker's compensation and employers liability insurance with limits not less than \$500,000 each employee;

Commercial general liability insurance of \$5,000,000 each occurrence;

Professional liability insurance limits of not less than \$1,000,000 each occurrence;

Automobile liability limits of at least \$2,000,000 each occurrence.

The Contractor will provide a Certificate of Insurance to the Customer as evidence of coverage. The certificate of insurance described must reflect that the above working is included in the evidence policies. If at any time during the life of the contract or any extension, the Contractor fails to maintain the required insurance in full force and effect; all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the Customer to terminate the contract

## "ATTACHMENT C"

### CHAIN OF CUSTODY

- Empty Bin Report





- Dispatcher schedules as Empty Bin Delivery
  - Empty Bin Delivery Report should contain the work order number and the number of bins
- Driver delivers on or more empty bin(s) to customer
- Bins are locked upon arrival
- No keys are given out unless, customer has signed a key request form
- Driver obtains customer's signature on ticket
- Customer retains the PDA Ticket or Paper Ticket
- Drive retains the original to give to dispatch
- Receiving Report
  - Dispatcher schedules a receiving report to pick up the bin(s)
  - Driver delivers empty bin(s) to customer
    - Number or bin(s) coincide with Empty Bin Report
    - Signature is obtained on Receiving Ticket
  - Customer keeps the PDA Ticket or Paper Ticket
  - Original copy is obtained by the Driver to give to the Dispatcher
  - Driver receives and checks bin(s) to assure the bins are locked before loading bin into truck
  - Driver transport locked bin(s) to customer
  - Locked Bins are received by Document Destruction personnel
  - Document Destruction personnel will then stage the bins according to Manager discretion
- Bins are locked at all times
  - Document Destruction Management or Material Handler will unlock bins to place on tipper to be shredded
  - Documents are prepared for shredding (paper clips and staples are removed from documents)
  - Paper is then fed into shredder
  - Paper not shredded at the end of the work day, will be left in the locked bins

**The Document Destruction building is locked at all times. The facility is alarmed at all times when -vacant, motion detectors are in place and the door remains locked from the inside at all times. The process is monitored and recorded at all times by a camera monitoring system and on-sight supervisor monitoring during working hours.**



Goodwill Industries of Lubbock Contract Services, Inc.  
 Goodwill Industries of Northwest Texas  
 715 28th Street, Lubbock, Texas 79404

**Document Destruction Service Request Form**

Customer Name: Hockley County Agreement Date: 5/8/2023

Service Date Requested: \_\_\_\_\_ Phone: 806-894-6070  
 Service Contact: \_\_\_\_\_ Alternate #:

Service Address: 802 Houston St Levelland TX 79336  
City State Zip Code

Billing Address: 802 Houston St. Ste. #103 Levelland TX 79336  
(If Different) City State Zip Code

Billing Contact: Erica Mendez Phone: (806) 894-6070  
 Alternate #:

EMAIL: emendez@hockleycounty.org Fax: (806) 894-6917

New Customer:  Existing Customer:

Change Information:

**SERVICE DETAILS:**

Frequency:  
 \_\_\_ Weekly \_\_\_ Bi-Weekly  
X Monthly \_\_\_ Quarterly w/bin fee  
 \_\_\_ Curbside \_\_\_ Purge

**CONTAINER REQUEST:**

Executive Console: \_\_\_\_\_  
 32 gal: \_\_\_\_\_ 96 gal: 1  
 64 gal: \_\_\_\_\_ 175 gal: \_\_\_\_\_

Special Instructions:

**EX: Equipment Size and quantity on location**

Assessment Information Submitted By:

Name of Company: Hockley County Title: County Judge  
 Name of Individual: Sharla Baldrige Email: Spenner@hockleycounty.org

Company Representative: I/We hereby certify that the above information is correct & acknowledge the receipt of the above specified containers & service instructions. I/We understand that the containers remain the property of Goodwill & agree to reimburse Goodwill for the cost of container if damaged, lost or destroyed while in company possession. This cost ranges from \$75 to \$395, depending on bin size.

Company Rep Signature: Sharla Baldrige Date: 5/8/2023



Additional Space for Special Instructions:

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Goodwill Industries of Lubbock Contract Services, Inc.  
 Goodwill Industries of Northwest Texas  
 715 28th Street, Lubbock, Texas 79404

**Document Destruction Service Request Form**

Customer Name: Hockley County Agreement Date: 5/8/2023

Service Date Requested: \_\_\_\_\_ Phone: 806-894-6070  
 Service Contact: \_\_\_\_\_ Alternate #:

Service Address: 1310 AVE H Levelland TX 79336  
City State Zip Code

Billing Address: 802 Houston St. Ste. #103 Levelland TX 79336  
(If Different) City State Zip Code

Billing Contact: Erica Mendez Phone: (806) 894-6070  
 Alternate #:

EMAIL: emendez@hockleycounty.org Fax: (806) 894-6917

New Customer:  Existing Customer:

Change Information:

**SERVICE DETAILS:**

**CONTAINER REQUEST:**

Frequency:  
 \_\_\_ Weekly \_\_\_ Bi-Weekly  
X Monthly \_\_\_ Quarterly w/bin fee  
 \_\_\_ Curbside \_\_\_ Purge

Executive Console: \_\_\_\_\_  
 32 gal: \_\_\_\_\_ 96 gal: \_\_\_\_\_  
 64 gal: 1 175 gal: \_\_\_\_\_

Special Instructions:

**EX: Equipment Size and quantity on location**

Assessment Information Submitted By: Name of Company: Hockley County Title: County Judge  
 Name of Individual: Sharla Baldrige Email: spenner@hockleycounty.org

Company Representative: I/We hereby certify that the above information is correct & acknowledge the receipt of the above specified containers & service instructions. I/We understand that the containers remain the property of Goodwill & agree to reimburse Goodwill for the cost of container if damaged, lost or destroyed while in company possession. This cost ranges from \$75 to \$395, depending on bin size.

Company Rep Signature: Sharla Baldrige Date: 5/8/2023



Additional Space for Special Instructions:

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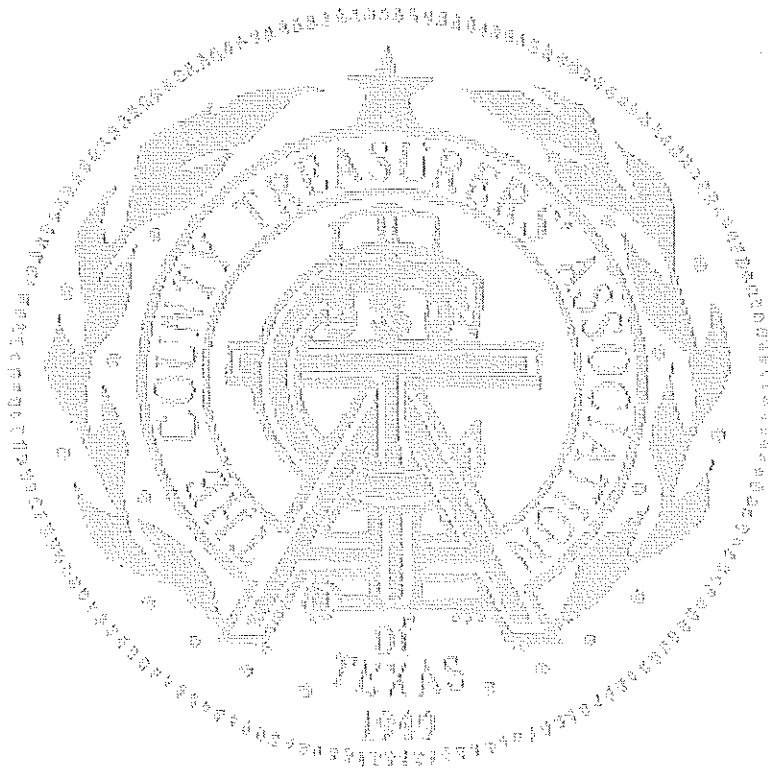
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Motion by Commissioner Carter second by Commissioner Graf, 4 votes yes, 0 votes no, that commissioners court approved the Hockley County Treasure's 2023 1<sup>st</sup> Quarterly Financial report. As per report recorded below.

TREASURER'S 1st Quarter 2023 FINANCIAL REPORT



TREASURER'S 1st Qtr. 2023 FINANCIAL REPORT

THE STATE OF TEXAS  
COUNTY OF HOCKLEY  
AFFIDAVIT

The Treasurer's Quarterly Report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed By the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Hockley County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments Have been noted. \*\*Difference of \$97.75. This is due to a very old A/R transaction in the Juvenile Probation Fund.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of The examination. {LGC 114.026 (d)} \$39,065,923.58 Quarter's Ending Balance

Any interest earned that is posted by financial institutions to our accounts on the last business day of the month is included In the combined statement of receipts and disbursements. \$412,123.17 Quarter's Interest Earned

The Treasurer's Quarterly Report has been submitted and the Bank Reconciliation is pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priority. {LGC 2256.023}

Therefore, Kelli Martin, County Treasurer of Hockley County, Texas, who being fully sworn, upon oath says that the within And foregoing report is true and correct to the best of her knowledge.

Filed with accompanying vouchers this the 24th day of April, 2023..

Kelli Martin  
Kelli Martin, Treasurer, Hockley County

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's Review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}

Shirley Penner  
Shirley Penner, Auditor, Hockley County / Date

Sharla Baldrige  
Sharla Baldrige, County Judge

Alan Wisdom  
Alan Wisdom, Comm. Pct. #1

Larry Carter  
Larry Carter, Comm. Pct. #2

Seth Graf  
Seth Graf, Comm. Pct. #3

Tommy Clevenger  
Tommy Clevenger, Comm. Pct. #4

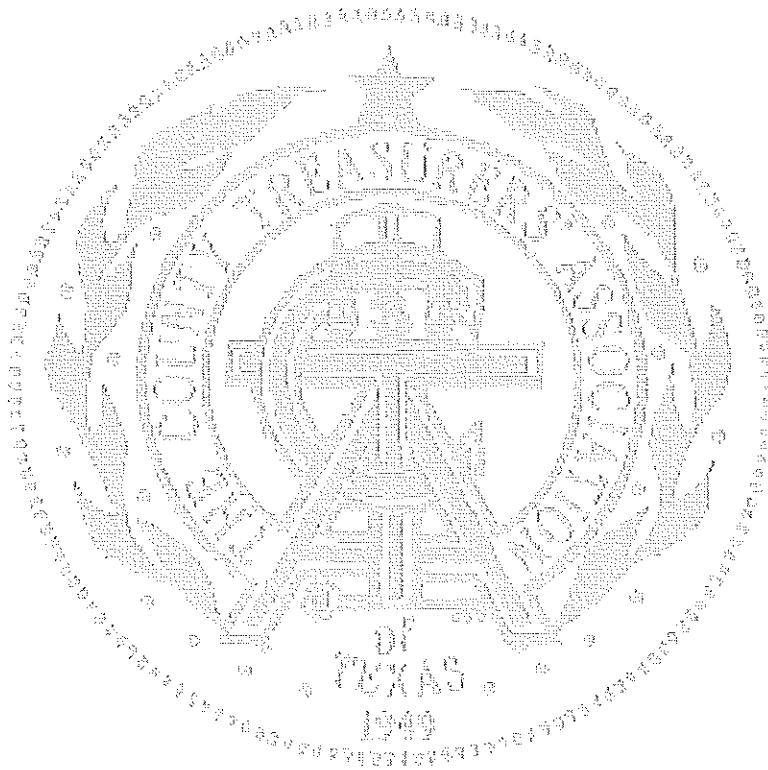
Sworn to & Subscribed to Before Me, by the County Treasurer, the Auditor & Commissioners Court



TREASURER'S 1st Qtr. 2023 FINANCIAL REPORT

on this 8th day of May 2023.

Jennifer Palermo  
Jennifer Palermo, County Clerk



**Treasurer's Financial Report**  
*Prepared by Kelli Martin, Hockley County Treasurer*

**SECTION 1 – Cash Flow**

**Pages 1 – 9 Combined Statement of Cash Receipts and Disbursements**

**Pages 10 - 49 Bank Interest**

**Page 50 Letter of Credit**

**Page 51 Raymond James Investment**

**SECTION 2 – Investments Long Term**

Per the Public Funds Investment Act and the Hockley County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed *available* Information is provided on a Monthly basis.

All investments are in compliance with both the Public Funds Investment Act and the Hockley County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of The investment as priorities. {GC 2256.023}

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Investments – Funds are not immediately available – must wait until maturity

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**\*\*First Bank & Trust pledged \$16,304 mil in securities with Raymond James to supplement the \$40 mil Letter of Credit to get us up to \$55 mil in collateral coverage through the tax period.**

**\*\* Auditor's Balance and Treasurer Ledger has a difference of \$97.75. This is due to a very old accounts receivable transaction reflecting in the Juvenile Probation Fund.**

CHECK ACCOUNT

CHECK

ACCOUNT BALANCE - MAIN	18,049,552.67✓
ACCOUNT BALANCE - AD VALOREM	4,660,910.32 ✓
ACCOUNT BALANCE - AD VAL/EX	15,119,932.73✓
ACCOUNT BALANCE - JURY	111,340.06 ✓
ACCOUNT BALANCE - I&SBE	79,562.48✓
ACCOUNT BALANCE - MALLET OP	876,231.11 ✓
ACCOUNT BALANCE - FFF	3,560.72✓
ACCOUNT BALANCE - PAYROLL	5,123.34✓
ACCOUNT BALANCE - JUV PROB	97,287.25 ✓
ACCOUNT BALANCE - CSCD	61,520.56 ✓
ACCOUNT BALANCE - CLEARING	1,000.09 ✓

TOTAL

39,066,021.33

TDOA ACCOUNT

*JUV Prob Fund*

*- 97.75*

TDOA

TOTAL

*39,065,923.58*

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2023 010 GENERAL FUND	MAIN	5,952,103.88	MAIN CD		5,952,103.88
2023 011 AD VALOREM TAX ACCOUNT	AD VALOREM AD VAL/EX	4,660,910.32 15,119,932.73	CD AIM AD VA/PLAT		19,780,843.05
2023 012 OFFICERS SALARY FUND	MAIN	1,209,707.38			1,209,707.38
2023 013 AUTO REGISTRATION FUND	MAIN	367,945.02			367,945.02
2023 014 INDIGENT HEALTH CARE FUND	MAIN	75,152.89			75,152.89
2023 016 HOCKLEY COUNTY: LEOSE FUND	MAIN	30,448.11			30,448.11
2023 017 JURY FUND	JURY	111,340.06			111,340.06
2023 021 ROAD & BRIDGE #1	MAIN MAIN	69,673.58 101,525.98			171,199.56
2023 022 ROAD & BRIDGE #2	MAIN MAIN	306,522.23 155,293.74			461,815.97
2023 023 ROAD & BRIDGE #3	MAIN MAIN	1,062,881.11 116,080.66			1,178,961.77
2023 024 ROAD & BRIDGE #4	MAIN MAIN	21,445.83-- 100,627.27			79,181.44
2023 025 ROAD & BRIDGE #5	MAIN	11,596.32			11,596.32
2023 030 LAW LIBRARY FUND	MAIN	6,674.65			6,674.65
2023 035 LIBRARY FUND	MAIN	65,603.06			65,603.06
2023 039 DISTRICT CLERK PRESERVATION	MAIN	25,219.61			25,219.61
2023 040 COUNTY CLERK PRESERVATION FUND	MAIN	89,453.26			89,453.26
2023 041 RECORDS MANAGEMENT OFFICER	MAIN	27,160.25			27,160.25
2023 042 R&B EXTRA FEE ACCOUNT	MAIN	79,209.32			79,209.32
2023 043 COURTHOUSE SECURITY FUND	MAIN	81,297.30			81,297.30
2023 044 JUSTICE COURT TECHNOLOGY FUND	MAIN	19,499.88			19,499.88
2023 045 SHERIFF CASH BOND ACCOUNT	MAIN	133,745.42			133,745.42
2023 046 COUNTY CLERK CASH BOND ACCT	MAIN	61,572.02			61,572.02
2023 047 JP5 CASH BOND ACCOUNT	MAIN	6,484.71			6,484.71
2023 048 COUNTY CLERK	MAIN	27,548.10			27,548.10
2023 051 JUSTICE OF PEACE #1	MAIN	7,777.50			7,777.50
2023 052 JUSTICE OF PEACE #2	MAIN	3,904.36			3,904.36

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2023 054 JUSTICE OF PEACE #4	MAIN	5,221.52			5,221.52
2023 055 JUSTICE OF PEACE #5	MAIN	15,006.64			15,006.64
2023 056 SHERIFF FEE ACCOUNT	MAIN	1.52			1.52
2023 057 SO DONATIONS FUND	MAIN	5,637.27			5,637.27
2023 060 I&S FUND: '88 HOSPITAL BOND	MAIN	40,818.59	I&S HOS BD		40,818.59
2023 065 MPEC INTEREST & SINKING FUND	MPEC I&S I&SBE	79,562.48	MPEC I&S		79,562.48
2023 070 PERMANENT IMPROVEMENT FUND	MAIN	3,188,744.74			3,188,744.74
2023 071 HOCKLEY CO ROAD BOND FUND	MAIN	23,812.22	R&B		23,812.22
2023 072 MALLET OPERATING FUND	MALLET OP	876,231.11			876,231.11
2023 075 OPIOID ABATEMENT FUND	MAIN	14,568.14			14,568.14
2023 076 CORONAVIRUS SLFRF	MAIN	3,777,067.17			3,777,067.17
2023 077 CTIF GRANT	MAIN	2,271.72			2,271.72
2023 078 HAVA GRANTS	MAIN	3,321.70			3,321.70
2023 079 DA FEDERAL FORFEITED FUNDS	FFF	3,560.72			3,560.72
2023 080 FM & LR FUND	MAIN	5,041.68			5,041.68
2023 081 DA TRUST ACCOUNT	MAIN	8,755.54			8,755.54
2023 082 DA FORFEITURE FUND	MAIN	78,173.94			78,173.94
2023 083 CA THEFT OF SERVICE	MAIN	6,004.95			6,004.95
2023 084 SHERIFF WORK RELEASE PROGRAM	MAIN	2,092.14			2,092.14
2023 085 HOCKLEY CO GRANTS FUND	MAIN	221,118.03			221,118.03
2023 086 CORONAVIRUS RELIEF FUND	GRANMAIN	10,401.73			10,401.73
2023 087 HC JUVENILE PROBATION FEES	MAIN	17,021.49			17,021.49
2023 088 PAYROLL CLEARING ACCOUNT	PAYROLL	5,123.34			5,123.34
2023 089 SEIZURE PROCEEDS FUND	MAIN	152,483.19			152,483.19
2023 090 JUVENILE PROBATION FUND	JUV PROB	97,287.25			97,287.25
2023 091 JUVENILE PROBATION RESTITUTION	MAIN	80,886.47			80,886.47
2023 092 HOCKLEY COUNTY COMMUNITY SUPCSCD		61,520.56			61,520.56
2023 093 HOCKLEY COUNTY MEDICAL FUND	MAIN	1,579.53			1,579.53

FUND NAME	CHECKING ACCOUNT	CHECKING AMOUNT	TDOA ACCOUNT	TDOA AMOUNT	FUND TOTAL
2023 094 COUNTY ATTORNEY RESTITUTION	MAIN	35,082.52			35,082.52
2023 095 D A RESTITUTION FUND	MAIN	2,067.79			2,067.79
2023 096 CA/DA PRE-TRIAL DIVERSION FUMAIN		137,976.56			137,976.56
2023 097 CSCD PRE-TRIAL BOND FEES FUNMAIN		41,134.10			41,134.10
2023 098 CLEARING FUND	CLEARING	1,000.09			1,000.09
		-----		-----	-----
TOTAL		39,066,021.33			39,066,021.33

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2023 010 GENERAL FUND				
CASH/AIM	6,658,914.78	365,765.52	1,072,576.42	5,952,103.88
AUDIT CASH ON HAND	.00	.00	.00	.00
TDOA/CD/ASB	.00	.00	.00	.00
FUND TOTALS	<u>6,658,914.78</u>	<u>365,765.52</u>	<u>1,072,576.42</u>	<u>5,952,103.88</u>
2023 011 AD VALOREM TAX ACCOUNT				
CASH/FIRST BANK & TRUST	4,607,391.56	53,518.76	.00	4,660,910.32
CASH/TO AD VAL EXCESS	2,790,978.46	12,328,954.27	.00	15,119,932.73
CASH/BE SAVINGS	.00	.00	.00	.00
TDOA - CD/FIRST BAND & TRUST	.00	.00	.00	.00
TDOA - CD/ PLAT	.00	.00	.00	.00
FUND TOTALS	<u>7,398,370.02</u>	<u>12,382,473.03</u>	<u>.00</u>	<u>19,780,843.05</u>
2023 012 OFFICERS SALARY FUND				
CASH/AIM	2,386,698.54	148,249.37	1,325,240.53	1,209,707.38
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	<u>2,386,698.54</u>	<u>148,249.37</u>	<u>1,325,240.53</u>	<u>1,209,707.38</u>
2023 013 AUTO REGISTRATION FUND				
CASH/AIM	49,554.45	318,390.57	.00	367,945.02
FUND TOTALS	<u>49,554.45</u>	<u>318,390.57</u>	<u>.00</u>	<u>367,945.02</u>
2023 014 INDIGENT HEALTH CARE FUND				
CASH/AIM	286,733.09	2,328.63	213,908.83	75,152.89
FUND TOTALS	<u>286,733.09</u>	<u>2,328.63</u>	<u>213,908.83</u>	<u>75,152.89</u>
2023 016 HOCKLEY COUNTY: LEOSE FUND				
CASH/AIM	29,070.81	2,695.35	1,318.05	30,448.11
FUND TOTALS	<u>29,070.81</u>	<u>2,695.35</u>	<u>1,318.05</u>	<u>30,448.11</u>
2023 017 JURY FUND				
CASH/AIM	189,940.48	10,435.24	89,035.66	111,340.06
AUDIT CASH ON HAND	.00	.00	.00	.00
FUND TOTALS	<u>189,940.48</u>	<u>10,435.24</u>	<u>89,035.66</u>	<u>111,340.06</u>
2023 021 ROAD & BRIDGE #1				
CASH/AIM	190,062.57	3,102.59	123,491.58	69,673.58
CASH/LA1 AIM	101,525.28	.00	.00	101,525.28
FUND TOTALS	<u>291,588.55</u>	<u>3,102.59</u>	<u>123,491.58</u>	<u>171,199.56</u>
2023 022 ROAD & BRIDGE #2				
CASH/AIM	499,219.85	6,473.95	199,171.57	306,522.23
CASH/LA1R2/ AIM	155,293.74	.00	.00	155,293.74
FUND TOTALS	<u>654,513.59</u>	<u>6,473.95</u>	<u>199,171.57</u>	<u>461,815.97</u>
2023 023 ROAD & BRIDGE #3				
CASH/ASB	1,210,253.62	14,436.21	161,808.72	1,062,881.11
CASH/LA1R3	116,080.66	.00	.00	116,080.66
FUND TOTALS	<u>1,326,334.28</u>	<u>14,436.21</u>	<u>161,808.72</u>	<u>1,178,961.77</u>
2023 024 ROAD & BRIDGE #4				
CASH/ASB	160,363.22	1,980.73	183,789.78	21,445.83
CASH/LA1R4	100,627.27	.00	.00	100,627.27
FUND TOTALS	<u>260,990.49</u>	<u>1,980.73</u>	<u>183,789.78</u>	<u>79,181.44</u>
2023 025 ROAD & BRIDGE #5				
CASH/AIM	17,974.64	15,766.80	22,145.12	11,596.32

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2023 030 LAW LIBRARY FUND				
AUDIT CASH ON HAND	17,974.64	15,766.80	22,145.12	11,596.32
FUND TOTALS				
CASH/AIM	5,910.17	2,309.16	1,544.68	6,674.65
FUND TOTALS				
2023 035 LIBRARY FUND				
CASH/AIM	111,387.79	1,723.91	47,508.64	65,603.06
FUND TOTALS				
2023 039 DISTRICT CLERK PRESERVATION				
CASH/AIM	24,762.82	4,419.29	3,962.50	25,219.61
FUND TOTALS				
2023 040 COUNTY CLERK PRESERVATION FUND				
CASH/AIM	70,646.30	18,806.96	.00	89,453.26
TDOA - CD BALANCE - ASB	.00	.00	.00	.00
FUND TOTALS	70,646.30	18,806.96	.00	89,453.26
2023 041 RECORDS MANAGEMENT OFFICER				
CASH/AIM	26,795.39	863.89	499.03	27,160.25
FUND TOTALS				
2023 042 R&B EXTRA FEE ACCOUNT				
CASH/ASB	18,379.22	60,830.10	.00	79,209.32
FUND TOTALS	18,379.22	60,830.10	.00	79,209.32
2023 043 COURTHOUSE SECURITY FUND				
CASH/AIM	77,941.51	4,081.79	726.00	81,297.30
FUND TOTALS				
2023 044 JUSTICE COURT TECHNOLOGY FUND				
CASH	20,628.29	1,064.98	2,193.39	19,499.88
FUND TOTALS	20,628.29	1,064.98	2,193.39	19,499.88
2023 045 SHERIFF CASH BOND ACCOUNT				
CASH	108,245.42	25,500.00	.00	133,745.42
FUND TOTALS	108,245.42	25,500.00	.00	133,745.42
2023 046 COUNTY CLERK CASH BOND ACCT				
CASH	61,572.02	.00	.00	61,572.02
FUND TOTALS	61,572.02	.00	.00	61,572.02
2023 047 JP5 CASH BOND ACCOUNT				
CASH	6,484.71	.00	.00	6,484.71
FUND TOTALS	6,484.71	.00	.00	6,484.71
2023 048 COUNTY CLERK				
CASH	21,078.99	73,374.31	66,905.20	27,548.10
FUND TOTALS	21,078.99	73,374.31	66,905.20	27,548.10
2023 051 JUSTICE OF PEACE #1				
CASH	10,798.40	21,731.30	24,752.20	7,777.50
FUND TOTALS	10,798.40	21,731.30	24,752.20	7,777.50
2023 052 JUSTICE OF PEACE #2				
CASH	1,418.46	10,376.60	7,890.70	3,904.36



ACCOUNT NAME FUND TOTALS	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2023 054 JUSTICE OF PEACE #4 CASH FUND TOTALS	1,755.12 1,755.12	11,694.00 11,694.00	8,227.60 8,227.60	5,221.52 5,221.52
2023 055 JUSTICE OF PEACE #5 CASH FUND TOTALS	6,971.84 6,971.84	54,295.90 54,295.90	46,261.10 46,261.10	15,006.64 15,006.64
2023 056 SHERIFF FEE ACCOUNT CASH FUND TOTALS	1.52 1.52	.00 .00	.00 .00	1.52 1.52
2023 057 SO DONATIONS FUND CASH/ASB FUND TOTALS	5,448.68 5,448.68	6,586.00 6,586.00	6,397.41 6,397.41	5,637.27 5,637.27
2023 060 I&S FUND: '88 HOSPITAL BOND CASH/ASB TODA - CD BALANCE FUND TOTALS	40,505.51 40,505.51	313.08 313.08	.00 .00	40,818.59 40,818.59
2023 065 MPEC INTEREST & SINKING FUND CASH BUSINESS ELITE SAVINGS ACCT TDOA - INVESTMENT BALANCE FUND TOTALS	.00 78,499.88 78,499.88	.00 1,062.60 1,062.60	.00 .00 .00	.00 79,562.48 79,562.48
2023 070 PERMANENT IMPROVEMENT FUND CASH/ASB FUND TOTALS	3,199,271.27 3,199,271.27	87,683.48 87,683.48	98,210.01 98,210.01	3,188,744.74 3,188,744.74
2023 071 HOCKLEY CO ROAD BOND FUND CASH/AIM TDOA/ASB FUND TOTALS	23,538.55 23,538.55	273.67 273.67	.00 .00	23,812.22 23,812.22
2023 072 MALLETT OPERATING FUND CASH/AIM FUND TOTALS	927,834.43 927,834.43	149,057.59 149,057.59	200,660.91 200,660.91	876,231.11 876,231.11
2023 075 OPIOID ABATEMENT FUND OPIOID ABATEMENT FUNDS FUND TOTALS	.00 3,928,972.82 3,928,972.82	14,568.14 46,331.03 46,331.03	.00 198,236.68 198,236.68	14,568.14 3,777,067.17 3,777,067.17
2023 076 CORONAVIRUS SLFRE CASH FUND TOTALS	2,246.00 2,246.00	25.72 25.72	.00 .00	2,271.72 2,271.72
2023 077 CTIF GRANT CASH FUND TOTALS	10,272.20 10,272.20	51.50 51.50	7,002.00 7,002.00	3,321.70 3,321.70

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2023 079 DA FEDERAL FORFEITED FUNDS CASH	3,713.17	42.85	195.30	3,560.72
FUND TOTALS	3,713.17	42.85	195.30	3,560.72
2023 080 FM & LR FUND CASH/AIM	4,983.87	57.81	.00	5,041.68
FUND TOTALS	4,983.87	57.81	.00	5,041.68
2023 081 DA TRUST ACCOUNT CASH/AIM	8,755.54	600.00	600.00	8,755.54
FUND TOTALS	8,755.54	600.00	600.00	8,755.54
2023 082 DA FORFEITURE FUND CASH	67,646.37	10,527.57	.00	78,173.94
FUND TOTALS	67,646.37	10,527.57	.00	78,173.94
2023 083 CA THEFT OF SERVICE CASH	5,934.25	3,213.70	3,143.00	6,004.95
FUND TOTALS	5,934.25	3,213.70	3,143.00	6,004.95
2023 084 SHERIFF WORK RELEASE PROGRAM CASH	2,068.24	23.90	.00	2,092.14
FUND TOTALS	2,068.24	23.90	.00	2,092.14
2023 085 HOCKLEY CO GRANTS FUND CASH	220,972.13	4,709.60	4,563.70	221,118.03
FUND TOTALS	220,972.13	4,709.60	4,563.70	221,118.03
2023 086 CORONAVIRUS RELIEF FUND GRANT CASH	7,868.63	2,533.10	.00	10,401.73
FUND TOTALS	7,868.63	2,533.10	.00	10,401.73
2023 087 HC JUVENILE PROBATION FEES CASH/AIM	16,736.31	285.18	.00	17,021.49
FUND TOTALS	16,736.31	285.18	.00	17,021.49
2023 088 PAYROLL CLEARING ACCOUNT CASH/ASB	4,755.35	1,018,177.83	1,017,809.84	5,123.34
FUND TOTALS	4,755.35	1,018,177.83	1,017,809.84	5,123.34
2023 089 SEIZURE PROCEEDS FUND CASH/ASB	193,388.61	7,276.45	48,181.87	152,483.19
FUND TOTALS	193,388.61	7,276.45	48,181.87	152,483.19
2023 090 JUVENILE PROBATION FUND CASH/AIM	61,199.54	72,893.43	36,805.72	97,287.25
ACCOUNTS RECEIVABLE	97.75	.00	.00	97.75
FUND TOTALS	61,101.79	72,893.43	36,805.72	97,189.50
2023 091 JUVENILE PROBATION RESTITUTION CASH	78,826.57	2,059.90	.00	80,886.47
FUND TOTALS	78,826.57	2,059.90	.00	80,886.47
2023 092 HOCKLEY COUNTY COMMUNITY SUPER CASH/ASB	73,725.20	82,004.86	94,209.50	61,520.56
FUND TOTALS	73,725.20	82,004.86	94,209.50	61,520.56

ACCOUNT NAME	BEGINNING CASH BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	ENDING CASH BALANCE
2023 093 HOCKLEY COUNTY MEDICAL FUND CASH/ASB FUND TOTALS	829.91 829.91	749.62 749.62	.00 .00	1,579.53 1,579.53
2023 094 COUNTY ATTORNEY RESTITUTION CASH/ASB FUND TOTALS	34,903.43 34,903.43	718.58 718.58	539.49 539.49	35,082.52 35,082.52
2023 095 D A RESTITUTION FUND CASH/ASB FUND TOTALS	2,044.12 2,044.12	23.67 23.67	.00 .00	2,067.79 2,067.79
2023 096 CA/DA PRE-TRIAL DIVERSION FUND CASH FUND TOTALS	133,438.45 133,438.45	4,538.11 4,538.11	.00 .00	137,976.56 137,976.56
2023 097 CSCD PRE-TRIAL BOND FEES FUND CASH FUND TOTALS	30,381.41 30,381.41	10,752.69 10,752.69	.00 .00	41,134.10 41,134.10
2023 098 CLEARING FUND CASH FUND TOTALS	1,000.09 1,000.09	3,898,049.58 3,898,049.58	3,898,049.58 3,898,049.58	1,000.09 1,000.09
GRAND TOTALS	29,295,124.47	18,988,361.42	9,217,562.31	39,065,923.58

BANK INTEREST

MASTER First Bank & Trust (901630)		MONTH OF_Mar_	RECEIPT # <u>94253</u> Int %	
ACCT #	BANK	ACCT NAME	INT AMT	BK ACCT #
		MAIN Accounts (combined)		
010 360 100	AIM	GENERAL	\$25,683.24	653500
012 360 100	AIM	OFF SAL	\$5,246.56	*
013 360 100	AIM	AUTO	\$1,332.53	*
014 360 100	AIM	IHC	\$313.44	*
016 360 100	AIM	LEOSE	\$126.98	*
017 360 100	AIM	JURY	\$132.50	*
021 360 000	AIM	R&B 1	\$714.09	*
022 360 000	AIM	R&B 2	\$1,926.31	*
023 360 000	AIM	R&B 3	\$4,917.71	*
024 360 000	AIM	R&B 4	\$330.22	*
025 360 000	AIM	R&B 5	\$48.32	*
030 360 100	AIM	LAW LIB	\$27.79	*
035 360 100	AIM	LIBRARY	\$273.51	*
039 360 100	AIM	DC PRESERV	\$105.18	*
040 360 100	AIM	CC PRESERV	\$373.08	*
041 360 100	AIM	RMO	\$113.27	*
042 360 000	AIM	R&B EXTRA	\$287.45	*
043 360 100	AIM	CHS	\$339.06	*
044 360 100	AIM	JCTF (Tech Fund)	\$81.28	*
045 360 100	AIM	SO BOND		*
046 360 100	AIM	CC BOND		*
047 360 100	AIM	JP5CBA (JP Cash Bond)		*
048 360 100	AIM	CO CLK		*
050 360 100	AIM	JB1 (Title IV-E Grant)		*
051 360 100	AIM	JP1		*
052 360 100	AIM	JP2		*
054 360 100	AIM	JP4		*
055 360 100	AIM	JP5		*
056 360 100	AIM	SO FEES		*
057 360 100	AIM	SO Training Donations	\$23.44	*
060 360 100	AIM	I&S '88 Hospital Bond	\$170.20	
070 360 000	AIM	PERM IMP	\$13,300.96	*
071 360 100	AIM	RD BOND	\$99.26	*
076 360 100	AIM	Coronavirus SLFRF	\$15,761.28	*
077 360 100	AIM	CTIF GRANT	\$9.43	*
078 360 100	AIM	HAVA GRANTS	\$13.78	*
080 360 100	AIM	FM&LR	\$20.97	*
081 360 100	AIM	DAT (DA Trust)		*
082 360 100	AIM	DA FORFEIT	\$326.03	*
083 360 100	AIM	TOS (CA Theft of Service)	\$25.02	*
084 360 000	AIM	WORK REL	\$8.69	*
085 360 100	AIM	HC GRANTS	\$922.29	*
086 360 100	AIM	Coronavirus Relief Grant	\$43.37	*
087 360 100	AIM	HCJPF (JP Fees)	\$70.94	*
089 360 100	AIM	DA PROCEED	\$636.03	*
091 360 100	AIM	JUVY REST	\$337.34	*
093 360 000	AIM	MEDICAL	\$5.01	*
094 360 100	AIM	CA REST	\$146.31	*
095 360 100	AIM	DA REST	\$8.61	*
096 360 100	AIM	CA/DA Pre Trial Div	\$575.50	*
097 360 100	AIM	CSCD Pre Trial Bond Fees	\$171.55	
75048.53				
065 360 100 cl 065-103-103	AIM	Mallet I&S	\$324.72	660736
072-360-100	AIM	MALLET Operating	\$3,639.90	661066
079-360-100	AIM	H C Fed Forfeiture Fund	\$15.05	663913
088 360 100	AIM	PAYROLL	\$125.18	653527
090 360 100	AIM	JUV PROB	\$317.95	653764
092 360 000	AIM	CSCD-COMM CORR&SUP	\$211.45	653535
098 360 100	AIM	CLEARING		*1007
011 360 110 cl 011-103-101	AIM	AD VALOREM	\$19,030.42	653748
011 360 110 cl 011-103-102	AIM	AD VALJEX	\$61,362.51	656496
		CDs		*MATURES*
060 362 200 cl 060 104 101	AIM	I&S HOS BD CD		833037
011-360-121 cl 011-104-101 NEW	AIM	AD VALOREM cd		**3289
TOTALS			\$160,075.71	

INTEREST DISTRIBUTION FOR MAIN  
 YEAR 2023 PERIOD 03  
 INTEREST PAID 74,916.03

FUND	AVG DAILY BALANCE	PCT	AMOUNT
GENERAL FUND	5,920,512.28	33.1028	<del>247,001.70</del> + 881.94 = 247,883.64
OFFICERS SALARY FUND	1,201,679.75	6.7188	5,033.45 + 213.11 = 5,246.56
AUTO REGISTRATION FUND	318,133.83	1.7787	1,332.53
INDIGENT HEALTH CARE FUND	74,839.45	.4184	313.44
HOCKLEY COUNTY: LEOSE FUND	30,321.13	.1695	126.98
JURY FUND	.00	.0000	.00
ROAD & BRIDGE #1	170,485.47	.9532	714.09
ROAD & BRIDGE #2	459,889.66	2.5713	1,926.31
ROAD & BRIDGE #3	1,174,044.06	6.5643	4,917.71
ROAD & BRIDGE #4	78,851.22	.4408	330.22
ROAD & BRIDGE #5	11,548.00	.0645	48.32
LAW LIBRARY FUND	6,646.86	.0371	27.79
LIBRARY FUND	65,304.85	.3651	273.51
DISTRICT CLERK PRESERVATION	25,114.43	.1404	105.18
COUNTY CLERK PRESERVATION FUND	89,080.18	.4980	373.08
RECORDS MANAGEMENT OFFICER	27,046.98	.1512	113.27
RAB EXTRA FEE ACCOUNT	68,636.87	.3837	287.45
COURTHOUSE SECURITY FUND	80,958.24	.4526	339.06
JUSTICE COURT TECHNOLOGY FUND	19,418.60	.1085	81.28
SHERIFF CASH BOND ACCOUNT	133,745.42	.7477	560.14
COUNTY CLERK CASH BOND ACCT	61,572.02	.3442	259.86
JP5 CASH BOND ACCOUNT	6,484.71	.0362	27.11
COUNTY CLERK	25,020.10	.1398	<del>104.73</del>
JUSTICE OF PEACE #1	7,268.70	.0406	30.41
JUSTICE OF PEACE #2	1,439.91	.0080	5.89
JUSTICE OF PEACE #4	4,213.52	.0235	<del>17.60</del>

560.14 } to 0%

259.86 } to 0%

27.11 } to 0%

30.41 } to 0%

5.89 } to 0%

17.60 } to 0%

INTEREST DISTRIBUTION FOR MAIN  
 YEAR 2023 PERIOD 03  
 INTEREST PAID 74,916.03

FUND	AVG DAILY BALANCE	PCT	AMOUNT
JUSTICE OF PEACE #5	12,986.44	.0726	<del>54.39</del> - 10 012
SHERIFF FEE ACCOUNT	1.52	.0000	.00
SO DONATIONS FUND	5,613.83	.0313	23.44
I&S FUND: '88 HOSPITAL BOND	40,648.39	.2272	170.20
PERMANENT IMPROVEMENT FUND	3,175,443.78	17.7545	13,300.96
HOCKLEY CO ROAD BOND FUND	23,712.96	.1325	99.26
VALLET OPERATING FUND	.00	.0000	.00
OPIOD ABATEMENT FUND	.00	.0000	.00
CORONAVIRUS SIERP	3,762,805.89	21.0386	15,761.28
CLIF GRANT	2,262.29	.0126	9.43
HAVA GRANTS	3,307.92	.0184	13.78
FM & IR FUND	5,020.71	.0280	20.97
DA TRUST ACCOUNT	8,755.54	.0489	36.63 - 10 010
DA FORFEITURE FUND	77,847.91	.4352	326.03
CA THEFT OF SERVICE	5,979.93	.0334	25.02
SHERIFF WORK RELEASE PROGRAM	2,083.45	.0116	8.69
HOCKLEY CO GRANTS FUND	220,135.74	1.2311	922.29
CORONAVIRUS RELIEF FUND GRANT	10,358.36	.0579	43.37
HC JUVENILE PROBATION FEES	16,950.55	.0947	70.94
SEIZURE PROCEEDS FUND	151,847.16	.8490	636.03
JUVENILE PROBATION FUND	.00	.0000	.00
JUVENILE PROBATION RESTITUTION	80,549.13	.4503	337.34
HOCKLEY COUNTY COMMUNITY SUPPR	.00	.0000	.00
HOCKLEY COUNTY MEDICAL FUND	1,205.27	.0067	5.01
COUNTY ATTORNEY RESTITUTION	34,936.21	.1953	146.31
D A RESTITUTION FUND	2,059.18	.0115	8.61

INTEREST DISTRIBUTION FOR MAIN  
 YEAR 2023 PERIOD 03  
 INTEREST PAID 74,916.03

FUND	AVG DAILY BALANCE	PCT	AMOUNT
CA/DA PRE-TRIAL DIVERSION FUND	137,401.06	.7682	575.50
CSCD PRE-TRIAL BOND FEES FUND	40,962.55	.2290	171.55
CLEARING FUND	.00	.0000	.00
TOTAL	17,885,192.01	99.9974	74,916.03



4/5/2023 12:59 PM

Main

XXXXXXXXXX3500

Amount: \$74,916.03

Statement Description: INTEREST PAID

Posted Date: 3/31/2023

Type: Credit

Status: Posted





4/5/2023 3:47 PM

Jury Fund

XXXXXX9211

**Amount:** \$132.50

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:49 PM

Mallet I-S

XXXXXXXX0736

**Amount:** \$324.72

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:50 PM

Mallet Op

XXXXXX1066

**Amount:** \$3,639.90

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:51 PM

FFF

XXXXXX3913

**Amount:** \$15.05

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:51 PM

Payroll

XXXXXX3527

**Amount:** \$125.18

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:52 PM

Juv Prob

XXXXXX3764

**Amount:** \$317.95

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:56 PM

CSCD Com Sup

XXXXXX3535

**Amount:** \$211.45

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted



4/5/2023 3:57 PM

Ad Valorem

XXXXXX3748

**Amount:** \$19,030.42

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted





4/5/2023 3:58 PM

Ad Val EX

XXXXXX6496

**Amount:** \$61,362.51

**Statement Description:** INTEREST PAID

**Posted Date:** 3/31/2023

**Type:** Credit

**Status:** Posted

BANK INTEREST

MASTER First Bank & Trust (901630)		MONTH OF Feb	RECEIPT # 93863	Int %
ACCT #	BANK	ACCT NAME	INT AMT	BK ACCT #
		MAIN Accounts (combined)		
010 360 100	AIM	GENERAL	\$21,101.34	653500
012 360 100	AIM	OFF SAL	\$6,765.99	*
013 360 100	AIM	AUTO	\$520.04	*
014 360 100	AIM	IHC	\$345.06	*
016 360 100	AIM	LEOSE	\$103.57	*
017 360 100	AIM	JURY	\$580.16	*
021 360 000	AIM	R&B 1	\$821.11	*
022 360 000	AIM	R&B 2	\$2,089.92	*
023 360 000	AIM	R&B 3	\$4,466.22	*
024 360 000	AIM	R&B 4	\$718.69	*
025 360 000	AIM	R&B 5	\$55.62	*
030 360 100	AIM	LAW LIB	\$20.19	*
035 360 100	AIM	LIBRARY	\$321.74	*
039 360 100	AIM	DC PRESERV	\$77.59	*
040 360 100	AIM	CC PRESERV	\$280.25	*
041 360 100	AIM	RMO	\$95.48	*
042 360 000	AIM	R&B EXTRA	\$143.83	*
043 360 100	AIM	CHS	\$279.50	*
044 360 100	AIM	JCTF (Tech Fund)	\$70.93	*
045 360 100	AIM	SO BOND		*
046 360 100	AIM	CC BOND		*
047 360 100	AIM	JP5CBA (JP Cash Bond)		*
048 360 100	AIM	CO CLK		*
050 360 100	AIM	JBI (Title IV-E Grant)		*
051 360 100	AIM	JP1		*
052 360 100	AIM	JP2		*
054 360 100	AIM	JP4		*
055 360 100	AIM	JP5		*
056 360 100	AIM	SO FEES		*
057 360 100	AIM	SO Training Donations	\$27.13	*
060 360 100	AIM	I&S '88 Hospital Bond	\$142.88	*
070 360 000	AIM	PERM IMP	\$11,176.46	*
071 360 100	AIM	RD BOND	\$83.30	*
076 360 100	AIM	Coronavirus SLFRF	\$13,653.48	*
077 360 100	AIM	CTIF GRANT	\$7.88	*
078 360 100	AIM	HAVA GRANTS	\$11.56	*
080 360 100	AIM	FM&LR	\$17.61	*
081 360 100	AIM	DAT (DA Trust)		*
082 360 100	AIM	DA FORFEIT	\$261.21	*
083 360 100	AIM	TOS (CA Theft of Service)	\$22.71	*
084 360 000	AIM	WORK REL	\$7.27	*
085 360 100	AIM	HC GRANTS	\$997.59	*
086 360 100	AIM	Coronavirus Relief Grant	\$1,055.19	*
087 360 100	AIM	HCJPF (JP Fees)	\$59.37	*
089 360 100	AIM	DA PROCEED	\$611.51	*
091 360 100	AIM	JUVY REST	\$279.78	*
093 360 000	AIM	MEDICAL	\$2.92	*
094 360 100	AIM	CA REST	\$122.82	*
095 360 100	AIM	DA REST	\$7.20	*
096 360 100	AIM	CA/DA Pre Trial Div	\$477.95	*
097 360 100	AIM	CSCD Pre Trial Bond Fees	\$123.90	
065 360 100 cl 065-103-103	AIM	Mallet I&S	\$283.32	660736
072-360-100	AIM	MALLET Operating	\$3,212.31	661066
079-360-100	AIM	H C Fed Forfeiture Fund	\$13.39	663913
088 360 100	AIM	PAYROLL	\$113.77	653527
090 360 100	AIM	JUV PROB	\$294.76	653764
092 360 000	AIM	CSCD-COMM CORR&SUP	\$215.59	653535
098 360 100	AIM	CLEARING		*1007
011 360 110 cl 011-103-101	AIM	AD VALOREM	\$16,610.41	653748
011 360 110 cl 011-103-102	AIM	AD VAL/EX	\$43,956.48	656496
			CDs	*MATURES*
060 362 200 cl 060 104 101	AIM	I&S HOS BD CD		833037
011-360-121 cl 011-104-101 NEW	AIM	AD VALOREM cd		**3289
TOTALS			\$132,706.98	

Int in new Jury Acct  
147.16 R-93908

INTEREST DISTRIBUTION FOR MAIN  
YEAR 2023 PERIOD 02  
INTEREST PAID 68,006.95

FUND	AVG DAILY BALANCE	PCT	AMOUNT
GENERAL FUND	5,786,663.73	30.0275	<del>20,422.21</del>
OFFICERS SALARY FUND	1,869,916.12	9.7031	67,987.78
AUTO REGISTRATION FUND	147,374.59	.7647	520.04
INDIGENT HEALTH CARE FUND	97,789.74	.5074	345.06
HOCKLEY COUNTY: IROSE FUND	29,367.67	.1523	103.57
JURY FUND	164,405.71	.8531	580.16
ROAD & BRIDGE #1	232,699.34	1.2074	821.11
ROAD & BRIDGE #2	592,226.75	3.0731	2,089.92
ROAD & BRIDGE #3	1,265,598.99	6.5673	4,466.22
ROAD & BRIDGE #4	203,671.20	1.0568	718.69
ROAD & BRIDGE #5	15,770.97	.0818	55.62
LAW LIBRARY FUND	5,731.71	.0297	20.19
LIBRARY FUND	91,174.30	.4731	321.74
DISTRICT CLERK PRESERVATION	21,993.21	.1141	77.59
COUNTY CLERK PRESERVATION FUND	79,433.60	.4121	280.25
RECORDS MANAGEMENT OFFICER	27,074.39	.1404	95.48
R&B EXTRA FEE ACCOUNT	40,762.27	.2115	143.83
COURTHOUSE SECURITY FUND	79,221.85	.4110	279.50
JUSTICE COURT TECHNOLOGY FUND	20,101.50	.1043	70.93
SHERIFF CASH BOND ACCOUNT	115,445.42	.5990	407.36
COUNTY CLERK CASH BOND ACCT	61,572.02	.3195	277.28
JPS CASH BOND ACCOUNT	6,484.71	.0336	22.85
COUNTY CLERK	22,998.15	.1193	87.73
JUSTICE OF PEACE #1	6,481.92	.0336	22.06
JUSTICE OF PEACE #2	2,405.54	.0124	8.43
JUSTICE OF PEACE #4	2,249.72	.0116	7.88

~~20,422.21~~ + 678.63 = 21,101.34  
 67,987.78 + 167.21 = 68,155.99

407.36 } to OIC  
 277.28 }  
 22.85 }  
 87.73 }  
 22.06 }  
 8.43 } to OIC  
 7.88 }

INTEREST DISTRIBUTION FOR MAIN  
YEAR 2023 PERIOD 02  
INTEREST PAID 68,006.95

FUND	AVG DAILY BALANCE	PCT	AMOUNT
JUSTICE OF PEACE #5	13,310.98	.0690	46.92
SHERIFF FEE ACCOUNT	1.52	.0000	.00
SO DONATIONS FUND	7,689.87	.0399	27.13
I&S FUND: '88 HOSPITAL BOND	40,505.51	.2101	142.88
PERMANENT IMPROVEMENT FUND	3,167,103.16	16.4343	11,176.46
HOCKLEY CO ROAD BOND FUND	23,611.43	.1225	83.30
MALLET OPERATING FUND	.00	.0000	.00
CORONAVIRUS SLFRF	3,869,002.60	20.0766	13,653.48
CLIF GRANT	2,252.72	.0116	7.88
HAVA GRANTS	3,291.12	.0170	11.56
FM & LR FUND	4,999.25	.0259	17.61
DA TRUST ACCOUNT	8,835.54	.0458	94.44
DA FOREFEITURE FUND	74,020.97	.3841	261.21
CA THEFT OF SERVICE	6,452.62	.0334	22.71
SHERIFF WORK RELEASE PROGRAM	2,074.59	.0107	7.27
HOCKLEY CO GRANTS FUND	282,705.48	1.4669	997.59
CORONAVIRUS RELIEF FUND GRANT	299,016.26	1.5516	1,055.19
HC JUVENILE PROBATION FEES	16,842.20	.0873	59.37
SEIZURE PROCEEDS FUND	173,293.78	.8992	611.51
JUVENILE PROBATION FUND	.00	.0000	.00
JUVENILE PROBATION RESTITUTION	79,298.29	.4114	279.78
HOCKLEY COUNTY COMMUNITY SUPER	.00	.0000	.00
HOCKLEY COUNTY MEDICAL FUND	832.46	.0043	2.92
COUNTY ATTORNEY RESTITUTION	34,804.74	.1806	122.82
D A RESTITUTION FUND	2,050.40	.0106	7.20
CA/DA PRE-TRIAL DIVERSION FUND	135,449.52	.7028	477.95

to 010

DATE 03/01/2023

INTEREST DISTRIBUTION FOR MAIN  
YEAR 2023 PERIOD 02  
INTEREST PAID 68,006.95

FUND	AVG DAILY BALANCE	PCT	AMOUNT
CSCD PRE-TRIAL BOND FEES FUND	35,129.60	.1822	123.90
CLEARING FUND	.00	.0000	.00
TOTAL	19,271,189.73	99.9975	68,006.95



3/1/2023 9:36 AM

Main Cache

XXXXXX3500

**Amount:** \$68,006.95

**Statement Description:** INTEREST PAID

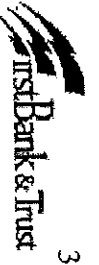
**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted

28

3/1/2023 1:33 PM



Mallet I-S

XXXXXXXXXX0736

Amount: \$283.32

Statement Description: INTEREST PAID

Posted Date: 2/28/2023

Type: Credit

Status: Posted



3/1/2023 1:36 PM

Mallet Op

XXXXXX1066

**Amount:** \$3,212.31

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted





3/1/2023 1:37 PM

FFF

XXXXXX3913

**Amount:** \$13.39

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted



3/1/2023 1:42 PM

Payroll

XXXXXX3527

**Amount:** \$113.77

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted



3/1/2023 1:43 PM

Juv Prob

XXXXXX3764

**Amount:** \$294.76

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted



3/1/2023 1:43 PM

CSCD Com Sup

XXXXXX3535

**Amount:** \$215.59

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted



3/1/2023 1:44 PM

Ad Valorem

XXXXXX3748

**Amount:** \$16,610.41

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted



3/1/2023 1:46 PM

Ad Val EX

XXXXXX6496

**Amount:** \$43,956.48

**Statement Description:** INTEREST PAID

**Posted Date:** 2/28/2023

**Type:** Credit

**Status:** Posted

BANK INTEREST

MASTER First Bank & Trust (901630)		MONTH OF Jan	RECEIPT # <u>93579</u> Int %	
ACCT #	BANK	ACCT NAME	INT AMT	BK ACCT #
		MAIN Accounts (combined)		
010 360 100	AIM	GENERAL	\$23,589.84	653600
012 360 100	AIM	OFF SAL	\$8,901.36	*
013 360 100	AIM	AUTO	\$275.14	*
014 360 100	AIM	IHC	\$950.13	*
016 360 100	AIM	LEOSE	\$112.53	*
017 360 100	AIM	JURY	\$695.15	*
021 360 000	AIM	R&B 1	\$1,038.29	*
022 360 000	AIM	R&B 2	\$2,457.72	*
023 360 000	AIM	R&B 3	\$5,052.28	*
024 360 000	AIM	R&B 4	\$931.82	*
025 360 000	AIM	R&B 5	\$69.85	*
030 360 100	AIM	LAW LIB	\$21.18	*
035 360 100	AIM	LIBRARY	\$409.17	*
039 360 100	AIM	DC PRESERV	\$94.31	*
040 360 100	AIM	CC PRESERV	\$289.63	*
041 360 100	AIM	RMO	\$104.28	*
042 360 000	AIM	R&B EXTRA	\$98.82	*
043 360 100	AIM	CHS	\$303.73	*
044 360 100	AIM	JCTF (Tech Fund)	\$78.96	*
045 360 100	AIM	SO BOND		*
046 360 100	AIM	CC BOND		*
047 360 100	AIM	JP5CBA (JP Cash Bond)		*
048 360 100	AIM	CO CLK		*
050 360 100	AIM	JBI (Title IV-E Grant)		*
051 360 100	AIM	JP1		*
052 360 100	AIM	JP2		*
054 360 100	AIM	JP4		*
055 360 100	AIM	JP5		*
056 360 100	AIM	SO FEES		*
057 360 100	AIM	SO Training Donations	\$35.43	*
060 360 100	AIM	I&S '88 Hospital Bond		*
070 360 000	AIM	PERM IMP	\$12,261.82	*
071 360 100	AIM	RD BOND	\$91.11	*
076 360 100	AIM	Coronavirus SLFRF	\$15,171.95	*
077 360 100	AIM	CTIF GRANT	\$8.41	*
078 360 100	AIM	HAVA GRANTS	\$26.16	*
080 360 100	AIM	FM&LR	\$19.23	*
081 360 100	AIM	DAT (DA Trust)		*
082 360 100	AIM	DA FORFEIT	\$269.38	*
083 360 100	AIM	TOS (CA Theft of Service)	\$22.97	*
084 360 000	AIM	WORK REL	\$7.94	*
085 360 100	AIM	HC GRANTS	\$1,144.44	*
086 360 100	AIM	Coronavirus Relief Grant	\$1,434.54	*
087 360 100	AIM	HCJPF (JP Fees)	\$64.87	*
089 360 100	AIM	DA PROCEED	\$750.91	*
091 360 100	AIM	JUVY REST	\$305.28	*
093 360 000	AIM	MEDICAL	\$3.19	*
094 360 100	AIM	CA REST	\$134.73	*
095 360 100	AIM	DA REST	\$7.86	*
096 360 100	AIM	CA/DA Pre Trial Div	\$518.91	*
097 360 100	AIM	CSCD Pre Trial Bond Fees	\$126.24	*
065 360 100 cl 065-103-103	AIM	Mallet I&S	\$304.79	660736
072-360-100	AIM	MALLET Operating	\$3,223.80	661066
079-360-100	AIM	H C Fed Forfeiture Fund	\$14.41	663913
088 360 100	AIM	PAYROLL	\$129.04	653527
090 360 100	AIM	JUV PROB	\$292.72	653764
092 360 000	AIM	CSCD-COMM CORR&SUP	\$285.05	653535
098 360 100	AIM	CLEARING		*1007
011 360 110 cl 011-103-101	AIM	AD VALOREM	\$17,877.93	653748
011 360 110 cl 011-103-102	AIM	AD VAL/EX	\$19,186.02	656496
			CDs	*MATURES*
060 362 200 cl 060 104 101	AIM	I&S HOS BD CD		833037
011-360-121 cl 011-104-101 NEW	AIM	AD VALOREM cd		**3289
TOTALS			\$119,193.32	

INTEREST DISTRIBUTION FOR MAIN  
YEAR 2023 PERIOD 01  
INTEREST PAID 77,879.56

FUND	AVG DAILY BALANCE	PCT	AMOUNT
GENERAL FUND	5,896,528.21	29.3618	1720.60
OFFICERS SALARY FUND	2,244,252.95	11.1752	23,589.84
AUTO REGISTRATION FUND	70,969.79	.3533	8,901.36
INDIGENT HEALTH CARE FUND	245,009.46	1.2200	950.13
HOCKLEY COUNTY: LEOSE FUND	29,036.58	.1445	112.53
JURY FUND	179,266.14	.8926	695.15
ROAD & BRIDGE #1	267,751.35	1.3332	1,038.29
ROAD & BRIDGE #2	633,770.02	3.1558	2,457.72
ROAD & BRIDGE #3	1,302,807.23	6.4873	5,052.28
ROAD & BRIDGE #4	240,287.82	1.1965	931.82
ROAD & BRIDGE #5	18,033.70	.0897	69.85
LAW LIBRARY FUND	5,471.25	.0272	21.18
LIBRARY FUND	105,516.47	.5254	409.17
DISTRICT CLERK PRESERVATION	24,327.67	.1211	94.31
COUNTY CLERK PRESERVATION FUND	74,692.45	.3719	289.63
RECORDS MANAGEMENT OFFICER	26,906.95	.1339	104.28
R&B EXTRA FEE ACCOUNT	25,489.15	.1269	98.82
COURTHOUSE SECURITY FUND	78,332.41	.3900	303.73
JUSTICE COURT TECHNOLOGY FUND	20,380.21	.1014	78.96
SHERIFF CASH BOND ACCOUNT	109,078.75	.5431	422.96
COUNTY CLERK CASH BOND ACCO	61,572.02	.3065	239.78
DP5 CASH BOND ACCOUNT	6,484.71	.0322	25.07
COUNTY CLERK	26,006.11	.1294	100.77
JUSTICE OF PEACE #1	10,912.31	.0543	42.28
JUSTICE OF PEACE #2	1,150.12	.0057	4.43
JUSTICE OF PEACE #4	2,277.28	.0113	8.80

~~27,889.24~~ + 1720.60 = 23,589.84  
~~4,433.19~~ + 198.17 = 8,901.36

422.96 } to 010  
 239.78 }  
 25.07 }  
 100.77 }  
 42.28 } to 012  
 4.43 }  
 8.80 }



INTEREST DISTRIBUTION FOR MAIN  
 YEAR 2023 PERIOD 01  
 INTEREST PAID 77,879.56

FUND	AVG DAILY BALANCE	PCT	AMOUNT
JUSTICE OF PEACE #5	10,818.44	.0538	<del>4,109</del> - to 012
SHERIFF FEE ACCOUNT	1.52	.0000	.00
SO DONATIONS FUND	9,149.01	.0455	35.43
I&S FUND: '88 HOSPITAL BOND	.00	.0000	.00
PERMANENT IMPROVEMENT FUND	3,161,886.90	15.7446	12,261.82
HOCKLEY CO ROAD BOND FUND	23,510.84	.1170	91.11
MALLET OPERATING FUND	.00	.0000	.00
CORONAVIRUS STAFF	3,912,288.75	19.4813	15,171.95
CTIF GRANT	2,188.06	.0108	8.41
HAVA GRANTS	6,758.66	.0336	26.16
FM & LR FUND	4,978.01	.0247	19.23
DA TRUST ACCOUNT	8,755.54	.0435	<del>22.87</del> - to 010
DA FORTIFURE FUND	69,475.65	.3459	269.38
CA THEFT OF SERVICE	5,927.27	.0295	22.97
SHERIFF WORK RELEASE PROGRAM	2,065.82	.0102	7.94
HOCKLEY CO GRANTS FUND	295,121.77	1.4695	1,144.44
CORONAVIRUS RELIEF FUND GRANT	369,932.47	1.8420	1,434.54
HC JUVENILE PROBATION FEES	16,736.61	.0833	64.87
SEIZURE PROCEEDS FUND	193,637.21	.9642	750.91
JUVENILE PROBATION FUND	.00	.0000	.00
JUVENILE PROBATION RESTITUTION	78,733.74	.3920	305.28
HOCKLEY COUNTY COMMUNITY SUPER	.00	.0000	.00
HOCKLEY COUNTY MEDICAL FUND	828.95	.0041	3.19
COUNTY ATTORNEY RESTITUTION	34,754.11	.1730	134.73
D A RESTITUTION FUND	2,041.72	.0101	7.86
CA/DA PRE-TRIAL DIVERSION FUND	133,811.97	.6663	518.91

DATE 02/01/2023

INTEREST DISTRIBUTION FOR MAIN  
YEAR 2023 PERIOD 01  
INTEREST PAID 77,879.56

FUND	AVG DAILY BALANCE	PCT	AMOUNT
CSCD PRE-TRIAL BOND FEES FUND	32,557.63	.1621	126.24
CLEARING FUND	.00	.0000	.00
TOTAL	20,082,271.76	99.9972	77,879.56



2/1/2023 1:01 PM

Main

XXXXXX3500

**Amount:** \$77,879.56

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted



2/2/2023 11:46 AM

Mallet I-S

XXXXXXXXX0736

Amount: \$304.79

Statement Description: INTEREST PAID

Posted Date: 1/31/2023

Type: Credit

Status: Posted



2/2/2023 11:47 AM

Mallet Op

XXXXXXXX1066

**Amount:** \$3,223.80

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted

2/2/2023 11:48 AM



FFF

XXXXXXXX3913

Amount: \$14.41

Statement Description: INTEREST PAID

Posted Date: 1/31/2023

Type: Credit

Status: Posted



2/2/2023 11:49 AM

Payroll

XXXXXXXX3527

**Amount:** \$129.04

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted



2/2/2023 11:50 AM

Juv Prob

XXXXXXXX3764

**Amount:** \$292.72

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted





2/2/2023 11:51 AM

CSCD Com Sup

XXXXXXXX3535

**Amount:** \$285.05

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted



2/2/2023 1:04 PM

Ad Valorem

XXXXXX3748

**Amount:** \$17,877.93

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted



2/2/2023 1:06 PM

Ad Val EX

XXXXXX6496

**Amount:** \$19,186.02

**Statement Description:** INTEREST PAID

**Posted Date:** 1/31/2023

**Type:** Credit

**Status:** Posted

# FHLBANK DALLAS

AMENDMENT #6 TO IRREVOCABLE STANDBY LETTER OF CREDIT NO.10008637

As of February 22, 2023

Re: Irrevocable Standby Letter of Credit number 10008637 (the "LOC"), dated effective as of July 21, 2021, issued by Federal Home Loan Bank of Dallas ("FHLBank Dallas") in favor of HOCKLEY COUNTY (the "Beneficiary") for the account of First Bank & Trust Company (the "Member") in the amount of \$40,000,000.00.

Ladies and Gentlemen:

Member has requested that FHLBank Dallas amend the LOC as follows:

The Expiration Date shall be amended to April 28, 2023.

Except as expressly set forth herein, FHLBank Dallas, Beneficiary and Member each agree that this amendment shall not be deemed to be an amendment or waiver of the terms and provisions of the LOC and that the terms and provisions of the LOC are ratified and confirmed and shall continue in full force and effect. This Amendment is to be considered part of the LOC and must be attached thereto.

THIS AMENDMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE SIGNATORIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. This Amendment shall be governed by and construed in accordance with the International Standby Practices ("ISP98" International Chamber of Commerce, Publication No. 690 and any revisions thereof, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and applicable laws of the United States of America. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

The person signing this letter certifies that he or she holds the respective positions indicated below and is authorized to execute and deliver this document in the name of and on behalf of the party as indicated below. The Amendment shall be effective as of the date first written above.

Federal Home Loan Bank of Dallas

By: Christina Ungaro

Name: Christina Ungaro  
Title: Vice President

# Reportfolio

Heartland Financial - 14 First Bank & Trust, Dubuque,  
 Published: 4/3/2023 9:37:54 AM

Management Report  
 Pledged To: HOCKLEY COUNTY

Date: 31-Mar-23  
 Page: 13

Section V-C

Location	Code	Cusip Trans#	Description Maturity	Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
RJF	3140FXJS2	624469202108201	FNMA Pool #BF0272 5/1/2058	BF0272	5.500		\$20,000,000.00 53.50%	\$10,700,000.00	\$4,688,151.71	\$5,510,497.96	\$4,820,592.00
RAYMOND JAMES AFS											
1 MBS - Fixed Rate											
RJF	876443TA0	683681202209301	TARRANT TX REGL WTR DIST WTR R 3/1/2037		2.550	AAA	\$6,480,000.00 100.00%	\$6,480,000.00	\$6,480,000.00	\$5,258,890.76	\$5,057,380.80
RAYMOND JAMES HTM											
RJF	876448EK3	683670202209301	TARRANT TX REGL WTR DIST WTR T 9/1/2037		2.150	AAA	\$4,540,000.00 100.00%	\$4,540,000.00	\$4,540,000.00	\$3,435,728.34	\$3,278,788.00
RAYMOND JAMES HTM											
RJF	8628115U6	683680202209301	STRATFORD CT 8/15/2038		6.000	AA	\$2,905,000.00 100.00%	\$2,905,000.00	\$2,905,000.00	\$3,303,173.92	\$3,147,247.95
RAYMOND JAMES HTM											
3 Muni Taxable - Fixed Rate											
									\$13,925,000.00	\$11,997,793.02	\$11,483,416.75
Total Pledged 4 To: HOC HOCKLEY COUNTY											
									\$24,625,000.00	\$18,613,151.71	\$17,508,290.98
\$0.00 Munis with Maturity Under 2 Years \$13,925,000.00 Munis with Maturity Over 2 Years \$0.00 Other securities with Stated Maturity Under 2 Years \$4,688,151.71 Other securities with Stated Maturity Over 2 Years											

\*\* If no data is shown, then there are no pledges for the current period.

51

Review the April 2023 fire runs submitted by the City of Levelland.



# of Apparatus: 4

**Total Call Duration: 01:22:00**

Dispatched to a two vehicle wreck at the intersection of 114 and Barton Ln. Upon arrival all occupants were out of vehicles and being tended to. Stayed on scene until wreckers picked up both vehicles and the scene was cleared. All units returned to the station and back into service.

---

**2023115** 0 4/10/2023 09:09 600 - Good intent call, other

Address: 100 FM 3261, HOCKLEY CO, TX 79336

# of Personnel: 4 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 3

**Total Call Duration: 00:13:00**

SMOKE IN AREA FD UNITS RESPONDED CONTROL BURN

---

**2023114** 0 4/9/2023 08:47 561 - Unauthorized burning

Address: 5900 COYOTE RD, HOCKLEY CO, TX 79336

# of Personnel: 11 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 3

**Total Call Duration: 00:48:00**

We received a call reporting smoke coming from under a trailer. Upon arrival we found there to be a pit burning that was mistaken for a structure. We spoke to the resident and advised of calling in before they burn. We then returned to the station and put the truck back in service.

---

**2023106** 0 4/1/2023 18:27 140 - Natural vegetation fire, other

Address: Intersection of E STATE HIGHWAY 114 & S FM 2646, HOCKLEY CO, TX

# of Personnel: 8 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 3

**Total Call Duration: 00:20:00**

WE RECEIVED MULTIPLE CALLS FROM PASSERSBY THAT ADVISED THERE WAS A FIRE IN THE MEDIAN AROUND THE ETHANOL PLANT. UPON OUR ARRIVAL, SMYER WAS PULLING UP AS WELL. TH FIRE WAS QUICKLY EXTINGUISED AND ALL UNITS SOAKED THE AREA.

---

**2023105** 0 4/1/2023 14:52 143 - Grass fire

Address: Intersection of DOVER RD & HIGHWAY 114 EST, HOCKLEY CO, TX

# of Personnel: 8 Hours Paid per Person: Total Man Hours: .00

# of Apparatus: 5

**Total Call Duration: 02:00:00**

UNITS RESPONDED TO A CONTROLLED BURN THAT GOT OUT OF HAND IN THE 3200 BLOCK OF WEST 114. UPON ARRIVAL, UNITS FOUND GRASS BURNING AS WELL AS ON OLD BOAT. THE FIRE THEN REKINDLED AND BURNED MORE GRASS



TO THE NORTH AND EAST. A MAINTAINER RESPONDED AS WELL, AND UNITS  
WORKED TO SUPPRESS THE REMAINING FIRE.

---

**Total Number of Incidents in this District: 6**

**Grand Total Call Duration: 0 Days, 05:4**

## Report Filter Settings

**Report Name:** County Monthly by Date - with Narrative

**Filter Name:** Date Range, District, and Incident Type Code

**Filter Expression:** (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '4/1/2023 00:00' and '4/30/2023 23:59') And ([DistrictID] equals '2 - 2')

Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved the Plat for Lots 1 through 9, Dalton Estates, a subdivision of a part of Tract 22, Ropesville farm project, Hockley County, Texas and located in Precinct 1. As per Plat recorded in plat cabinet B slide 60.

THE STATE OF TEXAS  
COUNTY OF HOCKLEY

§  
§  
§

COMMISSIONERS COURT  
HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE THE AMENDMENT #7  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. 10008637  
AND APPROVE BANK DEPOSITORY**

It is the order of the Commissioners Court of Hockley County that it hereby approves the Amendment #7 to Irrevocable Standby Letter of Credit No. 10008637 as submitted by First Bank & Trust Company and that said First Bank & Trust Company is hereby approved as the bank depository for Hockley County beginning June 1, 2023, ending May 31, 2027, according to the terms of the awarded bid attached hereto.

**DONE IN OPEN COURT**, this the 8th day of May, 2023, upon motion by Commissioner, Larry Carter, seconded by Commissioner, Tommy Clevenger and unanimously carried.

Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

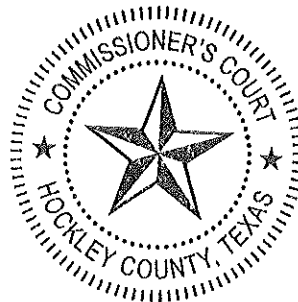
Alan Wisdom  
Alan Wisdom, Commissioner, Precinct 1

Larry Carter  
Larry Carter, Commissioner, Precinct 2

Seth Graf  
Seth Graf, Commissioner, Precinct 3

Tommy Clevenger  
Tommy Clevenger, Commissioner, Precinct 4

**ATTEST:** Jennifer Palermo  
Jennifer Palermo, County Clerk,  
Ex-Officio Clerk of Commissioners  
Court of Hockley County, Texas





**BID PROPOSAL**

**HOCKLEY COUNTY  
BANK DEPOSITORY CONTRACT**

**TERM: 4 YEARS**

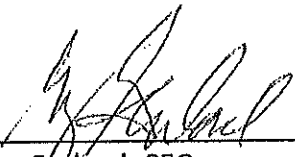
**BEGINNING: June 1, 2023**

**ENDING: May 31, 2027**

## RESOLUTION

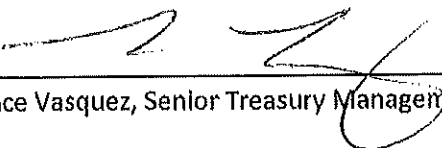
BE IT RESOLVED: FirstBank & Trust, Lubbock, Texas empowers Marc Tucker, SVP Commercial Team Lead I, to negotiate and execute a depository bid contract between FirstBank & Trust and Hockley County for the term beginning June 1, 2023 and ending May 31, 2027.

Signed:

  
\_\_\_\_\_  
Greg Garland, CEO

3/24/23  
Date

Attested:

  
\_\_\_\_\_  
Vince Vasquez, Senior Treasury Management Officer, SVP

3/24/23  
Date

EXHIBIT A  
HOCKLEY COUNTY  
DEPOSITORY BID RATE SHEET

**INTEREST BEARING CHECKING ACCOUNTS:**

Bidder will pay interest on all funds of the County placed in interest-bearing checking accounts except for any account(s) used to offset services fees. Two interest options available for the County to choose from:

Option 1:

100% of the 13 Week Treasury-Bill + 10 bps computed on the first weekly auction of each month.

The 3 Month Treasury-Bill as of March 6, 2023 is 4.76%.

Therefore, the rate paid this date would be:

4.76% + .10% total 4.86%

Certificate of Deposit:

County may move funds at any time into a Certificate of Deposit or Certificates of Deposits earning the current Bank posted rate.

Option 2:

100% of the 13 Week Treasury- Bill + 10 bps computed on the first weekly auction of each month. \*\*Rate capped at \$25,000,000.

Ladder CD Structure for Balances over \$25,000,000:

6 month	4.68% APY
12 month	4.61% APY
18 month	4.15% APY
24 month	4.00% APY

Future CD rates will be based on FHLB DesMoines Advance rates less 50 bps.

**CERTIFICATE OF DEPOSITS:**

Early termination fees will apply if the County chooses to close the Certificate of Deposit prior to the maturity date.

EXHIBIT B

HOCKLEY COUNTY

DEPOSITORY SERVICES AND/OR ADDITIONAL COSTS

Depository Information

Banking Centers

FirstBank & Trust, a Division of HTLF Bank has 16 branch locations throughout the Panhandle. Closest Bank location near you is Levelland Banking Center.

Bank Contacts

Bank Officer: Marc Tucker, [MTucker@firstbanktexas.com](mailto:MTucker@firstbanktexas.com), 806.897.4312  
Treasury Officer: Vince Vasquez, [VVasquez@firstbanktexas.com](mailto:VVasquez@firstbanktexas.com), 806.788.2814  
Elite Business Services, Client Support: Leigh Meyers, [elite@firstbanktexas.com](mailto:elite@firstbanktexas.com), 806.853.7933

Current Fiscal Year Audited Financials

Statements can be accessed and reviewed electronically using this link below and looking at "Latest 10-K":  
<https://ir.htlf.com/filings-and-financials/sec-filings-documents/default.aspx>

Current Bank Rating

KBRA Rating Report is included. See Exhibit E.

Collateral Requirements

We concur and agree to all required collateral requests. Changes to pledged collateral are accepted and requests are appreciated as soon as possible but must be submitted to the bank no later than noon on the date of the increased request.

Safekeeping Services

Book-entry safekeeping services are available as required by your contract. We are a member of the Federal Reserve and have a partnership with Federal Home Loan Bank.

Check And Other Supply Orders

FirstBank & Trust will assist the County in ordering the quantity, quality, and type of check, deposit slips, covers, binders, locking deposit bags, and endorsement stamps necessary for all the County's use during the period for which this bid is submitted at FirstBank & Trust cost.

Deposit Problem Resolutions/Treasury Client Support

As a high-value client of FirstBank & Trust, the County will have access to our Elite Business Service (EBS) group. Leigh Meyers and the rest of the EBS team are highly skilled individuals who have many years of banking experience and specialize in Deposit and Treasury support. EBS has a direct email and phone number that is monitored between 8:00 AM – 5:00 PM Central Time. Client support is available in English and Spanish. For after hours support, contact Customer Care at 877-280-1864.

Safe Deposit Box

FirstBank & Trust will provide the County one safe deposit box at no charge.



### Coin Counting

Loose coin counting will be provided to the County at no charge.

### Bank Agreements

Business Account Agreement: refer to Exhibit F.

Master Treasury Management Agreement: electronic copy can be found here: <https://trabian-canvas-prd-files.s3.amazonaws.com/hltf-com/files/document/fbt-master-treasury-management-services-agreement.pdf>

### Opening or Closing of Account(s)

FirstBank & Trust will add additional accounts or close accounts as requested by the County at the current rates agreed to in this bid.

### Account Analysis

Account Analysis (A/A) statements are available and mailed out on the 3<sup>rd</sup> of each month. A/A statements are also available online through eStatements. Billing errors should be reported to your Bank Officer before the 15<sup>th</sup> of each month to ensure proper correction prior to the account being charged. Billing errors are typically corrected within 1 business day of notification. See Exhibit G.

### Monthly Statements

Monthly statements are mailed out on the 3<sup>rd</sup> of each month or the next business day following a weekend or bank holiday. eStatements can be set up through InBusiness Online Banking and are generally available no later than the 5<sup>th</sup> of the month. A copy of both paper statements and eStatements are available upon request. Statements and Images are kept for 7 years on bank servers. See Exhibit H.

### Account Reconciliation

FirstBank & Trust offers partial ARP reconciliation services through our Positive Pay system. Additional specialized reporting is available upon the County's needs. We have a dedicated department that will work with the County based on those needs. See section "Reporting" for more details.

### Overdrafts

Overdrafts fees are \$35 per item, per account. Account balances are not aggregated for calculation purposes. The bank does not have daylight overdraft available; all funds must be collected.

### Stop Payments

Stop payments on check items are available online 24 hours a day 7 days a week without additional required documentation. Stop payments must be entered by 2:00 pm CT for same-day action on pending check items or at any time before items are presented to the bank. ACH stop payments are accepted by email or phone and have the same action time as listed above. Stop payments will remain in effect for 6 months. Extensions require another stop payment to be placed. Check stop payments are viewable in InBusiness. The bank will not notify the County for stop payments that are expiring. The bank recommends voiding the check in Positive Pay and removing any pre-approved payments through ACH Positive Pay.

### Business Continuity Plan

FirstBank & trust has an extensive continuity plan for potential treats, natural disasters, and vendor downtimes. Plans are reviewed and tested often to mitigate and prepare for potentially disruptive events.

## Treasury Management Services

FirstBank & Trust offers a comprehensive suite of products, technology, and services. Our programs provide flexibility, easier program management, online reconciliation, and competitive rebate. Our team will help RRFB develop or find tune your strategic payables plan to maximize return and automation.

### Lockbox

Designed to save your business time and money by automating the process of securely collecting check payments from your customers. Data is transmitted electronically to your company and the money is deposited to your account.

### Remote Deposit

Improve processes that reduce time, cost, and risk. eDeposit optimizes cash flow and with more frequent deposits and accelerates access to funds. Simply scan and deposit checks directly into your account from the convenience of your office. Scanners are available for purchase through the Bank at bank cost. Prices range from \$300-\$600 depending on type and speed needed. If the County owns scanners, the bank will confirm compatibility at time of accepted bid. See Exhibit I for Remote Deposit Reporting.

### Check and ACH Positive Pay

Safeguard your business by adding a layer of protection that compares your approved check files and ACH pre-approved list as items are presented. File upload or manual entering of check items are entered through InBusiness Online Banking. Acceptable file formats: Excel, CSV, .txt. Files are formatted to our system for easy upload. Payee Match is recommended, but optional. Email notifications will be sent around 7:00 am CT to approved users when discrepancies occur. Exceptions (includes images of check items) will be posted in InBusiness for decision making. All presented checks are verified through Positive Pay. Issued checks can be deleted or voided in the system at any time. ACH Positive Pay (filters and blocks) are setup and managed by the County. For Positive Pay Layout, see Exhibit J.

### InBusiness Online Banking

Conveniently and securely manage your finances online. Key benefits include:

- Robust alerts (transactional or account level)
- Dual factor authentication for payments
- Ability to set admin permissions, control access and assign payment levels per user
- Conveniently manage ACH, Wires, Bill Pay, Positive Pay and more
- Customizable reporting to streamline daily processes
- Stop payment check submissions
- Check images available for downloading

Demonstration videos can be found on our website by going to: <https://www.firstbanktexas.com/resource-center>

### ACH Services

Sending direct deposit and vendor payments are quick and easy with same day, next business day, future date, recurring options available. Upload a NACHA or CSV file or create a template within online banking. Secure token approvals are used for added security. In the event of system failure, files can be received via secure links for manual upload. Addenda information available through InBusiness for each transaction. Additional addenda reporting can be provided upon request. ACH debits are settled on effective date in file.

## Online Wire Service

Deliver payments from your online banking portal. Domestic and International wire capabilities available that include real time exchange rates built in. Bulk CSV file upload or templates are available. Future dated wire requests acceptable as far out as needed. Secure token approvals are used for added security, without the need for additional bank verifications. Wire email notifications available upon request. Reporting and alerts are also available through InBusiness.

## Reporting

FirstBank & Trust offers a vast array of reporting that can be easily downloaded from online banking and uploaded into your account software. Reports include Prior-day and Intra-day Account Detail and Summaries, ACH and Wire reporting, Company Entitlements and User Role reporting for audit purposes. Most reports can be downloaded in PDF, CSV and/or BAI file formats. Check and deposit slip images, statements, transaction history and deposited items are all available through InBusiness Online Banking and/or eDeposit services. The Bank will no longer provide Optical Imaging via CD's. All reporting and imaging is available via InBusiness, eDeposit services or Customized Reporting as needed. See "Transaction History" under Cutoff and Transaction History Timelines for availability.

## Implementation Timelines

Service Level Agreements (SLAs) are based on the bank receiving required documentation. Turn around times are outlined below:

- Account/CD Opening: 2-3 business days
- Treasury Management Services: 2-3 business days upon confirmation of services

## Cutoff and Transaction History Timelines

Cutoff times are outlined below:

- |                                      | <u>Type:</u>          | <u>Time:</u>                                     |
|--------------------------------------|-----------------------|--|
| • <u>ACH Origination:</u>            | Online                | 7:00 pm CT, the day prior to effective file date |
|                                      | Same-Day ACH          | 12:00 pm CT, the day of the transaction          |
| • <u>Wire Transfers:</u>             | In-person             | 3:00 pm CT                                       |
|                                      | Online                | 4:00 pm CT                                       |
|                                      | Incoming posting      | 5:00 pm CT                                       |
| • <u>Internal Account Transfers:</u> | Via online banking    | 7:00 pm CT                                       |
| • <u>eDeposit:</u>                   | Batch postings        | 10:00 pm CT                                      |
|                                      | in InBusiness         | 12:00 am CT                                      |
|                                      | Same-Day Ledger       | 3:00 pm CT<br>6:00 pm CT                         |
| • <u>Bill Pay:</u>                   | Same-Day              | 3:00 pm CT                                       |
| • <u>Check and ACH Positive Pay:</u> | Exception Decisioning | 1:00 pm CT                                       |
|                                      | File Uploads          | 11:59 pm CT (prior business day)                 |
|                                      | Teller Verification   | 12:01 am CT (next business day after upload)     |

Add manual entry of check or upload check issued file into InBusiness Online Banking via secure file transfer by 11:59 pm CT the business day before issuing your checks. When uploading a check file, items are available next business day for teller verification,

- Transaction History:

- **eDeposit** – one year history of checks deposited and deposit activity reports

- **Check Images and Deposited Items** – 18-month history in InBusiness Online Banking

- **Online eStatements** – 24 months (statement cycles)

- If your account receives a monthly statement, you will have the ability to access up to 24 months.

- If your account receives statements more frequently than monthly, you will have the ability to access 24 statements total, rather than 24 months' worth.

- **Wire/ACH Activity Center** – minimum of 18-months history

- Originated Wires

- Originated ACHs

- Funds Transfers

- Stop Payments

### Unspecified/Enhancement Services

FirstBank & Trust partners with and offers many services outside everyday banking practices. Below are a few of our additional programs that we are excited to share with the County.

#### Commercial Credit Card/Purchasing Cards

Some of the benefits our commercial card program includes:

- Control – Custom restricts at the card level like monthly credit limits, merchant category code restrictions, per transaction limits, number of transactions, etc.
- Fraud Protection – 60 days from statement date for disputes. \$100,000 per card protection from employee misuse.
- Online Management System – We have two online platforms that can be used to manage the program and custom fit to your needs.
- Working Capital – Payments are due the 27<sup>th</sup> calendar day following statement end. Example: If you make a purchase on May 1<sup>st</sup>, the payment will be due June 27<sup>th</sup>.
- No Annual/Monthly Fees – We do offer additional features and functionality to our program that can be discussed as needed.
- Rebate – We offer cash back rebates beginning at 100 basis points.

#### Merchant Services

Heartland Payment Systems (HPS) is our trusted provider for merchant services providing the following advantages:

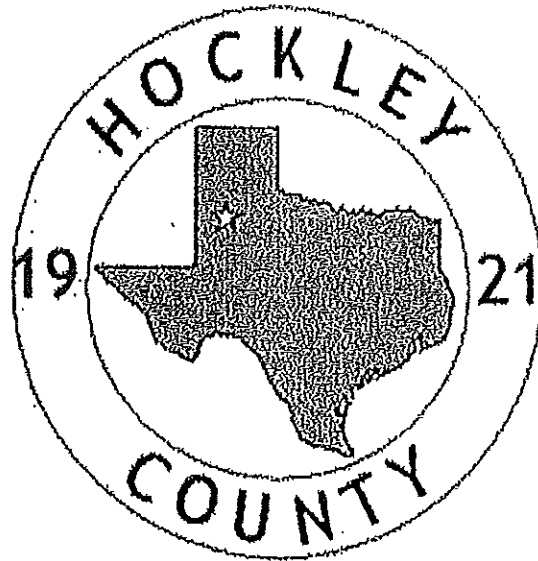
- Smart point of sale options
- Acceptance of all major payment types
- Next-day funding available for most businesses
- Customized pricing to fit business needs
- Protection of businesses with fraud prevention and data security tools
- Visibility of customer data
- 24/7 live customer support

#### Retirement Plan Services

At HTLF Retirement Plan Services (RPS), decision-making is kept to a local level, and our team is unwaveringly committed to understanding every intricacy of all customer's retirement plans to drive better outcomes for

Individuals and organizations. RPS offers customized, all-inclusive Defined Contribution Retirement Plan Services backed by a team of experienced professionals who can help perform complex testing processes, comply with regulatory requirements, and support day-day-plan administration. We have been supporting retirement plan administration for over 40 years and have over 240 plans with more than \$1.4B in retirement assets.

# COUNTY OF HOCKLEY, TEXAS



## INVITATION TO BID FOR DEPOSITORY BANKS

**For Hockley County**

Office Of  
COUNTY TREASURER  
802 Houston Street Suite #104  
Levelland, Texas 79336  
Phone (806)894-3718  
Fax (806)894-6917

**Invitation To Bid For Depository Banks**

**FOR Hockley County Depository**

**Ladies and Gentlemen:**

The County of Hockley is currently seeking competitive bids for banking services.

**INSTRUCTION TO BIDDERS**

<i>Bid Title:</i>	Depository Bank
<i>Bid Opening Date:</i>	Monday, April 17th, 2023
<i>Bid Opening Time:</i>	9:00 AM
<i>Mark Envelope:</i>	Depository Bid
<i>Contact Person:</i>	Judge Baldrige, Hockley County Judge (806) 894-6856

Sealed bids must be received in the County Judge's office, Suite 101, Hockley County Courthouse, 802 Houston St., Levelland, Texas, no later than the date and time specified above. Public opening of the bids will be held in the Commissioners' Courtroom, Hockley County Courthouse, at that time.

The Commissioners' Court of Hockley County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Hockley County. Late bids will be returned to the bidder unopened.

Bids must be submitted on the attached Bid Worksheet.  
Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder to guarantee authenticity.

The undersigned agrees if this bid is accepted, to furnish any and all services upon which fees or interest rates are offered and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be eight (8) calendar days.

1. Award of contract(s) will be executed by the Hockley County Commissioners' Court and will be confirmed by an award letter.
2. Any deviations from these terms and conditions must be stated as such when returning the Bid Worksheet.

### Specifications for Bid Depository Bank

It is the intent of Hockley County to execute a contract with a bank designated as Hockley County Depository Bank. By returning the Bid Worksheet the bank acknowledges that it understands the provisions of Vernon's Texas Code Annotated, The Local Texas Local Government Code, Chapter 116 "Depositories for County Public Funds" through 117 "Depositories for Certain Trust Funds and Court Registry Funds", as amended, that pertain to the managing and safekeeping of County funds, including but not limited to those specified, and will comply with these statutes.

The County expressly requires that proposers not discuss this engagement or the bank's plans, experience, or credentials with other banks or any member of Commissioners' Court until requested by county officials to make a personal presentation.

The Hockley County Treasurer's Office has available for examination, statements and other information of past County Depositories. To examine this information please call the Treasurer's Office at 806-894-3718 so arrangements can be made.

The County expressly makes no representation that County deposits will continue at the same level of previous years, or that the character of deposits will follow the same or similar patterns of previous years.

### Duration

As required by law, the county is limited either to a two-year period or a four-year period for this contract. The initial contract term begins June 1, 2023 through May 31, 2025. Under this depository contract the terms shall remain unchanged for a period of two years. In anticipation of the expiration of the first two-year period at May 31, 2025, the depository institution (bank) and (or) county may choose to negotiate, for new interest rates, fees, services and other financial terms that will affect the remaining two-year period of the four-year contract. These negotiations shall not increase the price to the bank or county by more than 10 (ten) %. Hockley County shall have the option to choose a new variable interest rate option or a new fixed rate option that might be proposed by the bank or the county, whichever the case may be. If bidder opts a four-year contract, the initial contract term begins June 1, 2023 through May 31, 2027. If timed deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Hockley County to provide for the maturity of the time deposit.

### Questions and Clarifications

Any questions or requests for clarifications should be submitted to:

Kelli Martin, County Treasurer  
Phone: 806-894-3718  
E-mail: kmartin@hockleycounty.org



### **Awarding Contract**

Hockley County will award the Depository Bank Contract based on the following criteria

1. Banks' past and prospective financial condition
2. Banks' ability to pledge adequate securities against County funds.
3. Net rate of return on Hockley County Funds
4. Ability to meet service requirements
5. Cost of services to Hockley County
6. Cash management products available that will enhance the County's banking procedures.
7. The experience and continuity of the bank officials who have been identified as primary contact personnel.
8. All criteria enumerated in Sections 116-117 of The Texas Local Government Code.

### **Investments Made Outside Depository Bank**

Hockley County reserves the right to make external investments in accordance with the laws of the State of Texas and the Investments Policy of Hockley County.

### **Submitting Financial Statements**

All banks must state the amount of paid-up capital and permanent surplus and must submit a statement showing the financial condition of the bank on the date of application.

### **Good Faith Guarantee**

Bank must submit a certified or cashier's check with the Bid in the amount of \$71,266.68 (one-half of one percent of the county's revenue for the preceding year) payable to Hockley County and is tendered under the terms of the law (116.023, V.C. Local Government Code) and of these conditions. The county will hold the check until a Depository Bank is selected and the bond and/or security have been filed.

### **Payment for Services**

Bank will specify fees required for services. Banking services not detailed on worksheet will be provided at no cost.

### **Amount to be pledged**

The initial amount of securities to be pledged against Hockley County funds shall be adequate to fully collateralize the funds of Hockley County and be no less than 110% of total deposits at market value according to the laws of the State of Texas and shall continuously remain as such. This amount is subject to change as deposits fluctuate, with the approval of the Hockley County Treasurer. A Third Party Bank approved by Commissioner's Court or at the Federal Reserve Bank must hold securities pledged.

### **Interest and Interest Rate**

Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by bank. Hookley County reserves the right to select the rate most favorable to the county at any time during the term of the contract, subject to banking laws.

### **Interest Bearing checking Accounts**

Hookley County will have accounts established under these specifications for disbursing checks written on Hookley County funds. Checks and transfers will be written from these accounts and wire transfers, ACH transfers, internal bank transfers or deposits will be made to these accounts. *The County Treasurer can provide information for monthly activity estimates on each account.* These estimates may vary during the duration of the contracts.

### **Reports**

A detailed monthly collateral-to-deposit report is required. The report shall contain security descriptions, par value/current face and current par value. To compensate for increases or decreases in county deposits and fluctuation of market value of pledged collateral, the minimum market value of collateral will be 110% of county deposits.

### **Statements**

Monthly statements will include images of checks, deposit slips, transfer slips and debit and credit memos, processed for all accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement. Statements should be processed and ready to be delivered no more than five (5) business days after the close of each month to the Hookley County Treasurer's office, 802 Houston St., Suite #104, Levelland, Texas 79336.

*A sample statement format will be included as part of the bid.*

### **Contact Person**

Bank will specify an officer of the bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Hookley County.

### **Daylight Overdraft Provisions**

The bid should include any bank policy regarding daylight overdraft charges or handling.

### **Stop Payments**

The bank will be required to process stop payments on verbal instructions from the County Treasurer or her assignee with follow-up written confirmation.

### **Stale Dated Checks**

The bank will agree not to honor stale dated checks on Hookley County accounts, which are not endorsed by the county as acceptable after the 60-day limit.

**Standard Disbursement Services**

Standard disbursing services for all accounts are required to include the payment of all county checks upon presentation.

**Standard Deposit Services**

The bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the bank's availability schedule. All deposits received before the bank's established deadline will be credited daily.

**Other Specific Services**

As described on the Bid Worksheet, the bank will acknowledge services provided and attendant fees for such.

Very Truly Yours,

*Sharla Baldrige*

Sharla Baldrige  
Hockley County Judge  
(806)894-6856

*Kelli Martin*

Kelli Martin  
Hockley County Treasurer  
(806)894-3718

HOCKLEY

19

21

COUNTY

BANK PROPOSAL (BID)  
COVER SHEET

H O U S E

Bank Name: FirstBank & Trust

Contact Person: Marc Tucker 19 21

Type of Proposal (Bid): Respond by marking (X)

- 2 Year
- 4 Year
- Both

C O U N T Y

*You are encouraged to offer any alternative approaches which will further enhance our operational and financial success. Bids must be submitted on the attached Bid Worksheet.*

By submitting the "Bid Proposal" the bank certifies that all rates and fees are to Be firm for 30 days, and for the life of the contract if accepted.

See Exhibit A

**SECTION 1:**

*Interest Bearing Checking Accounts:*

Variable Interest Margin See Exhibit A \*

Fixed Interest Rate See Exhibit A \*

*Money Market Accounts:*

Variable Interest Margin See Exhibit A \*

Fixed Interest Rate See Exhibit A \*

\*Variable Rate = 91 Day US T-Bill effective rate (as determined by latest T-Bill Auction)  
+ Margin (Based on Basis Points)

Example: If 91 Day US T-Bill effective rates is 1.0% and basis points are 1.0, then the variable rate is 2.0%

Minimum balance requirement per account will be listed below:

N/A

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Certificates of Deposit – Variable Interest Rate  
91 Day US T-Bill effective rate (as determined by latest T-Bill Auction)

See Exhibit A

Type text here

	less than \$100,000	more than \$100,000
1. Maturity 7-29 days	+ <u>          </u> basis points	+ <u>          </u> basis points
2. Maturity 30-59 days	+ <u>          </u> basis points	+ <u>          </u> basis points
3. Maturity 60-89 days	+ <u>          </u> basis points	+ <u>          </u> basis points
4. Maturity 90-179 days	+ <u>          </u> basis points	+ <u>          </u> basis points
5. Maturity 180 days- less than one year	+ <u>          </u> basis points	+ <u>          </u> basis points

Certificates of Deposit – Fixed Interest Rate **See Exhibit A**

1. Maturity 7-29 days	<u>          </u> %
2. Maturity 30-59 days	<u>          </u> %
3. Maturity 60-89 days	<u>          </u> %
4. Maturity 90-179 days	<u>          </u> %
5. Maturity 180 days less than one year	<u>          </u> %

HOCKLEY  
COUNTY

**SECTION 2\*\*\*\*\*SERVICES**

**1. Service Charge on following**

**Hockley County Accounts:**

- Treasurer's Office Checking Accounts
- Treasurer's Office Money Market Accts.
- Treasurer's Office Certificate of Deposits
- Tax Office Checking Accounts
- District Clerk Checking Accounts
- County Attorney Checking Accounts
- Sheriffs Office Checking Accounts

Dollar Amount Of Fee
\$0
\$0
\$0
\$0
\$0
\$0
\$0

Comments No Charge

**2. Printing and Furnishing**

- Checks as Required by The County
- Treasurer's Office Checking Accounts
- Tax Office Checking Accounts
- District Clerk Checking Accounts
- County Attorney Checking Accounts
- Sheriffs Office Checking Accounts

Dollar Amount Of Fee

Comments See Exhibit B - Check and Other Supply Orders

**3. Furnish Deposit Slips,  
Deposit Books and  
Endorsement Stamps**

- As Required by The County
- Treasurer's Office Checking Accounts
- Tax Office Checking Accounts
- District Clerk Checking Accounts
- County Attorney Checking Accounts
- Sheriffs Office Checking Accounts

Dollar Amount Of Fee
NO

Comments See Exhibit B - Check and Other Supply Orders

**4. Night Depository Services, Including  
Bags and Keys.**

\$0

Comments No Charge

5. Furnish Safe Deposit

Boxes of Adequate Size  
And Number.

\$0

Comments No Charge

Dollar  
Amount  
Of Fee

6. Furnish Bank Money Orders

\$0

Comments No Charge

7. Coin Counting and  
Wrapping Of Change.

\$0

8. Stop Payments Issued/  
Manual & Automated

\$0

9. Overdrawn Accounts.

Treasurer's Office Checking Accounts

\$0

Tax Office Checking Accounts

\$0

County Clerk Checking Accounts

\$0

District Clerk Checking Accounts

\$0

County Attorney Checking Accounts

\$0

Sheriffs Office Checking Accounts

\$0

Comments \$35 per stop payment and overdraft item.

Dollar  
Amount  
Of Fee

10. Furnish Bank By Mail  
Postage And Envelopes.

11. Printing and Furnishing Two (2)

Page Laser Checks For  
Clearing and Payroll

Interest Bearing Accounts.

Comments See Exhibit B - Check and Other Supply Orders

12. Printing and Furnishing Two (2) Page

Laser Checks For Following  
Hockley Co. Offices when applicable:

See Exhibit B - Check and Other Supply Orders

Tax Account

County Attorney Processing



	Dollar Amount Of Fee \$0
13. Providing VISA and/or MASTERCARD Services.	<u>\$0</u>
14. Check Images (printed 2 to a page, Front and back) Provided with All Bank Statements.	<u>\$0</u>
15. Sequential Check Order Of Check Images in Bank Statements.	<u>\$0</u>
16. Computer Telecommunications Link From which Hockley Co. Accounts Will Be Monitored Only By Authorized Officials.	
17. Wire Transfers: Incoming	<u>\$0</u>
Outgoing	<u>\$0</u>
Repetitive	<u>\$0</u>
Non-Repetitive	<u>\$0</u>
E-Mail Confirmation	<u>\$0</u>
To Recipient and Sender	<u>\$0</u>

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

18. ACH Service Transfers:	
Outgoing-Bank Initiated	<u>\$0</u>
Computerized	<u>\$0</u>
E-Mail Confirmation	<u>\$0</u>
To Recipient and Sender	<u>\$0</u>

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

19. Account Balance and Activity Inquiries by The County Treasurer, Auditor And Officials In County Offices	<u>\$0</u>
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20. Rate of Interest At Which Your Bank Will Loan Funds to Hockley County	<u>          </u>
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21. In-House Account Transfers:	
Repetitive:	<u>\$0</u>
Non-Repetitive	<u>\$0</u>
Computerized	<u>\$0</u>
E-Mail Confirmations	<u>\$0</u>

	Dollar Amount Of Fee
22. Confirmation Request From Accountant with Regards To Account Balances as of Audit Date	<u>\$0</u>
23. Monthly Pledge Report Showing Account Balances and Amount of Pledged Securities	<u>\$0</u>
24. Return Items (must go through 2 times) for ALL County Accounts Comments <u>No Charge.</u>	<u>\$0</u>

25. Furnish Check Binders  
As required by the County   
Comments Provided at bank cost.

26. Provide Merchant Capture Scanners  
As Required by County   
Comments Provided at bank cost.

27. Provide Credit Card Swipe Machines  
As Required by County   
Comments Provided at bank cost.

28. Zero Balance Accounts   
29. Positive Pay  
Comments No Charge.

30. Additional Services and Charges  
Are there any additional charges for requested collection, disbursement, inv  
miscellaneous services not previously covered? If so please describe and in  
fees per unit.

Service:	Fees per Unit:
<u>Current services provided at no cost to the County.</u>	
<u>If County requests new services, the Bank will consult</u>	
<u>with County to determine appropriate fee.</u>	

References:

List two (2) references for whom bidder has supplied similar services and/or supplies. Other governmental units are preferred.

Business	Contact Person	Phone #
<u>Upon County's request.</u>		

**SECTION 3\*\*\*\*\*VALIDATION**

Bank understands the Conditions; Specifications, and Texas Civil Statutes the holding of County Funds as a Depository Bank and will adhere strictly

**BANK MUST COMPLETE THE FOLLOWING INFORMATION TO VALIDATE THE BID.**

The undersigned affirms that they are duly authorized to execute this bid and that this Bank has not prepared this bid in collusion with any other bidder. The contents of this bid as to fees, Interest rates, terms or conditions of bid have not been communicated by the undersigned, nor by any employee or agent of the other bidder or to any other person(s) engaged in this type of business until the official opening of this bid.

Name and address of Bidder:

FirstBank & Trust

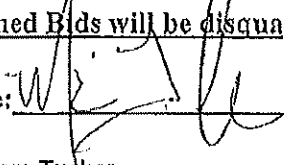
110 College Ave

Lubbock, TX 79424

\_\_\_\_\_

\_\_\_\_\_

All unsigned Bids will be disqualified.

Signature: 

Name: Marc Tucker

Title: SVP Commercial Team Lead I

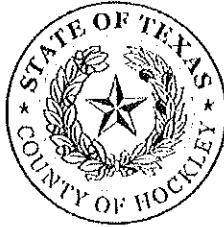
Telephone Number: 806.897.4312

Fax Number: \_\_\_\_\_

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved six applications submitted by the Levelland Mainstreet program requesting use of the courthouse lawn for the following events on date specified:

- a. 1<sup>st</sup> Saturday Shop the Square – May 6<sup>th</sup>, June 3<sup>rd</sup>, July 1<sup>st</sup>, and August 5<sup>th</sup>, 2023
- b. Sip and Swirl – June 9<sup>th</sup>, 2023
- c. Run the Mosaics 1M, 2M and 10K Race – June 10<sup>th</sup>, 2023
- d. Trunk or Treat – October 31<sup>st</sup>, 2023
- e. Ladies Night Out – November 9<sup>th</sup>, 2023
- f. Festival of Lights – Christmas on the Square – November 30<sup>th</sup>, 2023

As per applications recorded below.



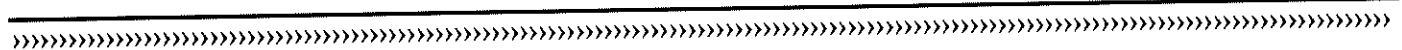
**HOCKLEY COUNTY**

**APPLICATION TO REQUEST USE OF HOCKLEY COUNTY COURTHOUSE LAWN**

The Hockley County Courthouse lawn is available for use of approved community events. There is no charge for using the lawn for approved activities open to the public. The lawn is not for use for weddings or private events. This application must be submitted and approved prior to use. **This application only applies to the Courthouse lawn. For information regarding use of the Gazebo, please contact the Levelland Mainstreet Program at (806) 894-9079 or (806) 598-2098 or by email at tmoody@Levellandtexas.org. They will provide information regarding their policy and requirements for use of the Gazebo.**

**COURTHOUSE LAWN RULES**

- TM This application **ONLY** allows approved use of the Courthouse lawn. Use of the Gazebo requires separate application and reservation through the Levelland Mainstreet. Please contact their office at (806) 598-2098.
- TM **Applicant is responsible for all clean up.**
- TM **Damages are the responsibility of the applicant shown on the form.**
- TM **NO nails or spikes can used on trees and all tape, string, rope, etc. must be removed at end of event**
- TM **NO alcohol allowed on the Courthouse grounds**
- TM **Courthouse lawn must be cleaned up and cleared of people by 10 p.m. unless an exception is granted.**



**APPLICATION**

Name of Applicant: Tania Moody

Address: 1709 Ave H City: Levelland State: TX Zip: 79336

Phone: 806-894-9079 Cell: 806-598-2098

Dates of Use: May 6, June 3, July 1, Aug 5 Hours of Use: 10am - 5pm

Name of Group Sponsoring Activity/Event: Levelland Main Street Program

Type of Activity: 1st Saturday Shop the Square Themed Days (Salsa, Lemonade Watermelon & Ice Cream) Expected Attendance: 300 - 500

Applicant Signature: *Tania Moody* Date: 05/03/23

Copy to: Randy Ferguson, Hockley County  
 Judge Sharla Baldrige  
 Levelland Police Department Dispatcher – 806-894-6164  
 Hockley County Sheriff's Office

*Approved 5/8/2023*  
*Sharla Baldrige*  
*County Judge*



**HOCKLEY COUNTY**

**Hold Harmless/Indemnity Agreement**

“The undersigned, Levelland Main Street Program, agrees to hold harmless and indemnify Hockley County, its Commissioners Court, elected officials, employees and volunteers who are acting in their official capacity, from any and all claims made by them or on their behalf for any losses, injuries, or damages reported on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Hockley County Lawn or any portion of the Courthouse Square.”

“The undersigned, Levelland Main Street Program, hereby releases and forever discharges Hockley County, its Commissioners Court, elected officials, employees and volunteers who might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suit, judgments or executions by reason of any losses incurred on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Courthouse Lawn, any portion of the Courthouse Square and/or equipment.”

“It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.”

“In Witness whereof we have hereunto set our hands this the 3rd day of May, 2023.”

Tania Moody, Levelland Main Street Manager

05/03/2023

Printed Name

Date

*Tania Moody*

Signature

Contact Phone No.

1709 Ave H

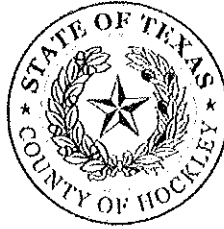
Levelland, TX

79336

Address

City, State

Zip



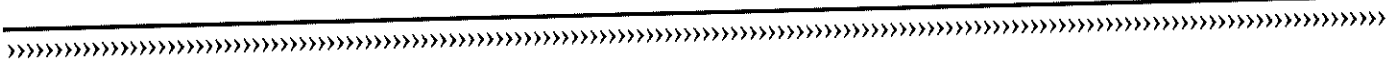
**HOCKLEY COUNTY**

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**APPLICATION**

Name of Applicant: Tania Moody

Address: 1709 Ave H City: Levelland State: TX Zip: 79336

Phone: 806-894-9079 Cell: 806-598-2098

Dates of Use: June 9, 2023 Hours of Use: 3pm - 11pm

Name of Group Sponsoring Activity/Event: Levelland Main Street Program

Type of Activity: Sip & Swirl Around the World Expected Attendance: 400

Applicant Signature: *Tania Moody* Date: 05/03/23

Copy to: **Randy Ferguson, Hockley County  
Judge Sharla Baldrige  
Levelland Police Department Dispatcher – 806-894-6164  
Hockley County Sheriff's Office**

*Approved 5/8/2023  
Sharla Baldrige  
County Judge*



**HOCKLEY COUNTY**

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“In Witness whereof we have hereunto set our hands this the 3rd day of May, 2023.”

Tania Moody, Levelland Main Street Manager  
Printed Name

05/03/2023  
Date

Tania Moody  
Signature

806-598-2098  
Contact Phone No.

1709 Ave H  
Address

Levelland, TX  
City, State

79336  
Zip





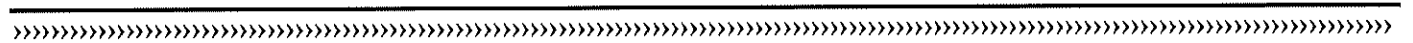
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**APPLICATION**

Name of Applicant: Tania Moody

Address: 1709 Ave H City: Levelland State: TX Zip: 79336

Phone: 806-894-9079 Cell: 806-598-2098

Dates of Use: June 10, 2023 Hours of Use: 6am - 2pm

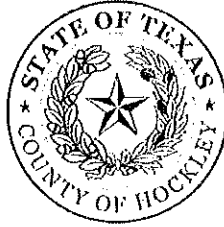
Name of Group Sponsoring Activity/Event: Levelland Main Street Program

Type of Activity: Run the Mosaics 1M, 2M & 10K Race Expected Attendance: 150-300

Applicant Signature: *Tania Moody* Date: 05/03/23

Copy to: **Randy Ferguson, Hockley County**  
**Judge Sharla Baldrige**  
**Levelland Police Department Dispatcher – 806-894-6164**  
**Hockley County Sheriff's Office**

*Approved 5/8/2023*  
*Sharla Baldrige*  
*County Judge*



**HOCKLEY COUNTY**

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“The undersigned, Levelland Main Street Program, agrees to hold harmless and indemnify Hockley County, its Commissioners Court, elected officials, employees and volunteers who are acting in their official capacity, from any and all claims made by them or on their behalf for any losses, injuries, or damages reported on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Hockley County Lawn or any portion of the Courthouse Square.”

“The undersigned, Levelland Main Street Program, hereby releases and forever discharges Hockley County, its Commissioners Court, elected officials, employees and volunteers who might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suit, judgments or executions by reason of any losses incurred on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Courthouse Lawn, any portion of the Courthouse Square and/or equipment.”

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Tania Moody, Levelland Main Street Manager

05/03/2023

Printed Name

Date

Tania Moody

806-598-2098

Signature

Contact Phone No.

1709 Ave H

Levelland, TX

79336

Address

City, State

Zip



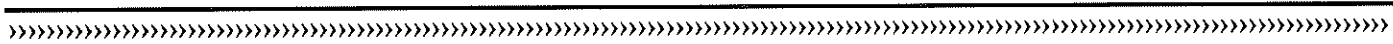
**HOCKLEY COUNTY**

**APPLICATION TO REQUEST USE OF HOCKLEY COUNTY COURTHOUSE LAWN**

The Hockley County Courthouse lawn is available for use of approved community events. There is no charge for using the lawn for approved activities open to the public. The lawn is not for use for weddings or private events. This application must be submitted and approved prior to use. **This application only applies to the Courthouse lawn. For information regarding use of the Gazebo, please contact the Levelland Mainstreet Program at (806) 894-9079 or (806) 598-2098 or by email at tmoody@Levellandtexas.org. They will provide information regarding their policy and requirements for use of the Gazebo.**

**COURTHOUSE LAWN RULES**

- TM This application **ONLY** allows approved use of the Courthouse lawn. Use of the Gazebo requires separate application and reservation through the Levelland Mainstreet. Please contact their office at (806) 598-2098.
- TM Applicant is responsible for all clean up.
- TM Damages are the responsibility of the applicant shown on the form.
- TM **NO** nails or spikes can used on trees and all tape, string, rope, etc. must be removed at end of event
- TM **NO** alcohol allowed on the Courthouse grounds
- TM Courthouse lawn must be cleaned up and cleared of people by 10 p.m. unless an exception is granted.



**APPLICATION**

Name of Applicant: Tania Moody

Address: 1709 Ave H City: Levelland State: TX Zip: 79336

Phone: 806-894-9079 Cell: 806-598-2098

Dates of Use: October 31, 2023 Hours of Use: 5pm - 9pm

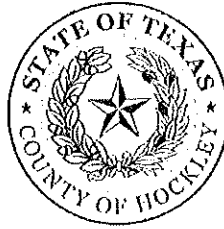
Name of Group Sponsoring Activity/Event: Levelland Main Street Program

Type of Activity: Trunk or Treat on Main Street Expected Attendance: 500 - 1200

Applicant Signature: Tania Moody Date: 05/03/23

Copy to: Randy Ferguson, Hockley County  
 Judge Sharla Baldrige  
 Levelland Police Department Dispatcher – 806-894-6164  
 Hockley County Sheriff's Office

*Approved 5/8/2023*  
*Sharla Baldrige*  
*County Judge*



**HOCKLEY COUNTY**

**Hold Harmless/Indemnity Agreement**

“The undersigned, Levelland Main Street Program, agrees to hold harmless and indemnify Hockley County, its Commissioners Court, elected officials, employees and volunteers who are acting in their official capacity, from any and all claims made by them or on their behalf for any losses, injuries, or damages reported on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Hockley County Lawn or any portion of the Courthouse Square.”

“The undersigned, Levelland Main Street Program, hereby releases and forever discharges Hockley County, its Commissioners Court, elected officials, employees and volunteers who might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suit, judgments or executions by reason of any losses incurred on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Courthouse Lawn, any portion of the Courthouse Square and/or equipment.”

“It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.”

“In Witness whereof we have hereunto set our hands this the 3rd day of May, 2023.”

Tania Moody, Levelland Main Street Manager

05/03/2023

Printed Name

Date

*Tania Moody*

806-598-2098

Signature

Contact Phone No.

1709 Ave H

Levelland, TX

79336

Address

City, State

Zip



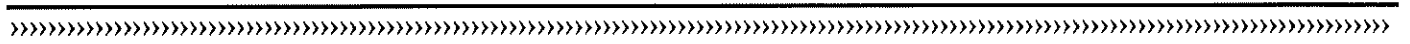
**HOCKLEY COUNTY**

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**COURTHOUSE LAWN RULES**

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- TM Damages are the responsibility of the applicant shown on the form.
- TM **NO** nails or spikes can used on trees and all tape, string, rope, etc. must be removed at end of event
- TM **NO** alcohol allowed on the Courthouse grounds
- TM Courthouse lawn must be cleaned up and cleared of people by 10 p.m. unless an exception is granted.



**APPLICATION**

Name of Applicant: Tania Moody

Address: 1709 Ave H City: Levelland State: TX Zip: 79336

Phone: 806-894-9079 Cell: 806-598-2098

Dates of Use: November 9, 2023 Hours of Use: 5pm - 10pm

Name of Group Sponsoring Activity/Event: Levelland Main Street Program

Type of Activity: Ladies Night Out Expected Attendance: 500 - 700

Applicant Signature: Tania Moody Date: 05/03/23

Copy to: **Randy Ferguson, Hockley County  
Judge Sharla Baldrige  
Levelland Police Department Dispatcher – 806-894-6164  
Hockley County Sheriff's Office**

*Approved 5/8/2023  
Sharla Baldrige  
County Judge*



**HOCKLEY COUNTY**

**Hold Harmless/Indemnity Agreement**

“The undersigned, Levelland Main Street Program, agrees to hold harmless and indemnify Hockley County, its Commissioners Court, elected officials, employees and volunteers who are acting in their official capacity, from any and all claims made by them or on their behalf for any losses, injuries, or damages reported on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Hockley County Lawn or any portion of the Courthouse Square.”

“The undersigned, Levelland Main Street Program, hereby releases and forever discharges Hockley County, its Commissioners Court, elected officials, employees and volunteers who might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suit, judgments or executions by reason of any losses incurred on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Courthouse Lawn, any portion of the Courthouse Square and/or equipment.”

“It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.”

“In Witness whereof we have hereunto set our hands this the 3rd day of May, 2023.”

Tania Moody, Levelland Main Street Manager

05/03/2023

Printed Name

Date

*Tania Moody*

806-598-2098

Signature

Contact Phone No.

1709 Ave H

Levelland, TX

79336

Address

City, State

Zip



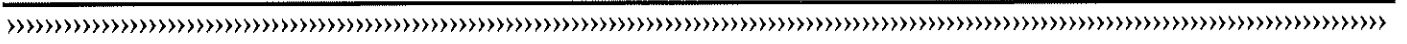
**HOCKLEY COUNTY**

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**COURTHOUSE LAWN RULES**

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- TM **Applicant is responsible for all clean up.**
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- TM **NO alcohol allowed on the Courthouse grounds**
- TM **Courthouse lawn must be cleaned up and cleared of people by 10 p.m. unless an exception is granted.**



**APPLICATION**

Name of Applicant: Tania Moody

Address: 1709 Ave H City: Levelland State: TX Zip: 79336

Phone: 806-894-9079 Cell: 806-598-2098

Dates of Use: November 30, 2023 Hours of Use: 5pm - 10pm

Name of Group Sponsoring Activity/Event: Levelland Main Street Program

Type of Activity: Festival of Lights Christmas on the Square Expected Attendance: 1000-1500

Applicant Signature: Tania Moody Date: 05/03/23

Copy to: **Randy Ferguson, Hockley County**  
**Judge Sharla Baldrige**  
**Levelland Police Department Dispatcher – 806-894-6164**  
**Hockley County Sheriff's Office**

*Approved 5/18/2023*  
*Sharla Baldrige*  
*County Judge*



**HOCKLEY COUNTY**

**Hold Harmless/Indemnity Agreement**

“The undersigned, Levelland Main Street Program, agrees to hold harmless and indemnify Hockley County, its Commissioners Court, elected officials, employees and volunteers who are acting in their official capacity, from any and all claims made by them or on their behalf for any losses, injuries, or damages reported on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Hockley County Lawn or any portion of the Courthouse Square.”

“The undersigned, Levelland Main Street Program, hereby releases and forever discharges Hockley County, its Commissioners Court, elected officials, employees and volunteers who might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suit, judgments or executions by reason of any losses incurred on the Hockley County Lawn or any portion of the Courthouse Square, which may be made by reason of the group’s use of the Courthouse Lawn, any portion of the Courthouse Square and/or equipment.”

“It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.”

“In Witness whereof we have hereunto set our hands this the 3rd day of May, 2023.”

Tania Moody, Levelland Main Street Manager  
Printed Name

05/03/2023  
Date

Tania Moody  
Signature

806-598-2098  
Contact Phone No.

1709 Ave H  
Address

Levelland, TX  
City, State

79336  
Zip



Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes that Commissioners Court approved the Order to Approve the Amendment # 7 Irrevocable Standby Letter of Credit No. 10008637 and approve Bank depository. As per Order recorded below.

**FHLBANK**  
DALLAS

AMENDMENT #7 TO IRREVOCABLE STANDBY LETTER OF CREDIT NO.10008637

As of April 28, 2023

Re: Irrevocable Standby Letter of Credit number 10008637 (the "LOC"), dated effective as of July 21, 2021, issued by Federal Home Loan Bank of Dallas ("FHLBank Dallas") in favor of HOCKLEY COUNTY (the "Beneficiary") for the account of First Bank & Trust Company (the "Member") in the amount of \$40,000,000.00.

Ladies and Gentlemen:

Member has requested that FHLBank Dallas amend the LOC as follows:

The Expiration Date shall be amended to May 19, 2023.  
The Credit Amount shall be increased by \$2,000,000.00 to \$42,000,000.00

Except as expressly set forth herein, FHLBank Dallas, Beneficiary and Member each agrees that this Amendment shall not be deemed to be an amendment or waiver of the terms and provisions of the LOC and (b) the terms and provisions of the LOC are ratified and confirmed and shall continue in full force and effect. This Amendment is to be considered part of the LOC and must be attached thereto.

THIS AMENDMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE SIGNATORIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. This Amendment shall be governed by and construed in accordance with the International Standby Practices ("ISP98"), International Chamber of Commerce, Publication No. 690 and any revisions thereof, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and applicable laws of the United States of America. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

The person signing this letter certifies that he or she holds the respective positions indicated below and is authorized to execute and deliver this document in the name of and on behalf of the party as indicated below. The Amendment shall be effective as of the date first written above.

Federal Home Loan Bank of Dallas

By: Christina Ungaro

Name: Christina Ungaro  
Title: Vice President

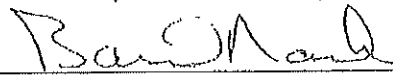
Motion by Commissioner Wisdom, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the Indigent Defense Improv Grant Program Cooperation. As per Grant recorded below.

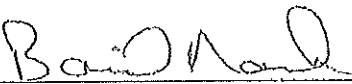
**INDIGENT DEFENSE IMPROVEMENT GRANT PROGRAM COOPERATION AGREEMENT**

Bailey, Briscoe, Castro, Cochran, Dickens, Floyd, Hale, Hockley, Motley, Parmer, Swisher, Terry, Yoakum Counties have applied for an improvement grant from the Texas Indigent Defense Commission to assist in funding High Plains Regional Public Defenders Office program. Implementation of this program will affect the courts below. The undersigned judges agree to support and participate with the program pursuant to the county's Improvement grant application to the Commission and any special conditions of the grant award to the county. This commitment includes participating in the data collection efforts required in the program, as well as utilization of the services to be provided by the program.

To be considered for funding this program cooperation agreement must be signed by the judges of all of the statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county.

Acknowledged and Approved by all statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county:

  
\_\_\_\_\_  
Basil Nash  
County Court Judge, Bailey County  
Date: 3 May 2023

  
\_\_\_\_\_  
Basil Nash  
Chairman, Bailey/Parmer Juvenile Board  
Date: 3 May 2023

\_\_\_\_\_  
Rank Cogdell  
County Court Judge, Briscoe County  
Date: \_\_\_\_\_

\_\_\_\_\_  
William P. Smith  
Chairman, Briscoe/Dickens/Floyd/Motley  
Juvenile Board  
Date: \_\_\_\_\_

INDIGENT DEFENSE IMPROVEMENT GRANT PROGRAM COOPERATION AGREEMENT

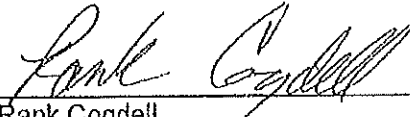
Hale County, with supportive resolutions from Bailey, Briscoe, Castro, Cochran, Dickens, Floyd, Hockley, Motley, Parmer, Swisher, Terry, Yoakum Counties has applied for an improvement grant from the Texas Indigent Defense Commission to assist in funding High Plains Regional Public Defenders Office program. Implementation of this program will affect the courts below. The undersigned judges agree to support and participate with the program pursuant to the county's improvement grant application to the Commission and any special conditions of the grant award to the county. This commitment includes participating in the data collection efforts required in the program, as well as utilization of the services to be provided by the program.


To be considered for funding this program cooperation agreement must be signed by the judges of all of the statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county.

Acknowledged and Approved by all statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county:

\_\_\_\_\_  
Basil Nash  
County Court Judge, Bailey County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Basil Nash  
Chairman, Bailey/Parmer Juvenile Board  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Rank Cogdell  
County Court Judge, Briscoe County  
Date: May 4, 2023

  
\_\_\_\_\_  
William P. Smith  
Chairman, Briscoe/Dickens/Floyd/Motley  
Juvenile Board  
Date: May 4, 2023

Mandy Gfelle  
Mandy Gfelle  
County Court Judge, Castro County  
Date: 5-8-2023

\_\_\_\_\_  
Harold Keeter  
Chairman, Castro/Swisher Juvenile Board  
Date: \_\_\_\_\_

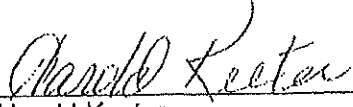
\_\_\_\_\_  
Pat Sabala Henry  
County Court Judge, Cochran County  
Date: \_\_\_\_\_

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Pat Sabala Henry  
Chairman, Cochran Juvenile Board  
Date: \_\_\_\_\_

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Kevin Brendle  
County Court Judge, Dickens County  
Date: \_\_\_\_\_

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Marty Lucke  
County Court Judge, Floyd County  
Date: \_\_\_\_\_

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Mandy GFeller  
County Court Judge, Castro County  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Harold Keeter  
Chairman, Castro/Swisher Juvenile Board  
Date: 5/5/23

\_\_\_\_\_  
Pat Sabala Henry  
County Court Judge, Cochran County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Pat Sabala Henry  
Chairman, Cochran Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Brendle  
County Court Judge, Dickens County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Marty Lucke  
County Court Judge, Floyd County  
Date: \_\_\_\_\_

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Mandy GFeller  
County Court Judge, Castro County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Harold Keeter  
Chairman, Castro/Swisher Juvenile Board  
Date: \_\_\_\_\_

*Pat Sabala Henry*  
\_\_\_\_\_  
Pat Sabala Henry  
County Court Judge, Cochran County  
Date: *May 4, 2023*

*Pat Sabala Henry*  
\_\_\_\_\_  
Pat Sabala Henry  
Chairman, Cochran Juvenile Board  
Date: *May 4, 2023*

\_\_\_\_\_  
Kevin Brendle  
County Court Judge, Dickens County  
Date: \_\_\_\_\_

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Marty Lucke  
County Court Judge, Floyd County  
Date: \_\_\_\_\_

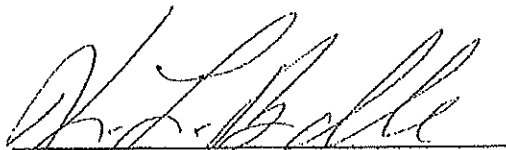


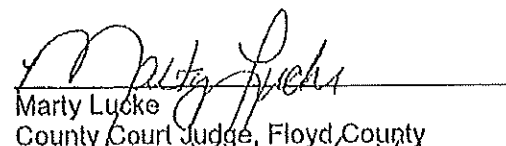
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Mandy GFeller  
County Court Judge, Castro County  
Date: \_\_\_\_\_

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Harold Keeter  
Chairman, Castro/Swisher Juvenile Board  
Date: \_\_\_\_\_

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Pat Sabala Henry  
County Court Judge, Cochran County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Pat Sabala Henry  
Chairman, Cochran Juvenile Board  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Kevin Brendle  
County Court Judge, Dickens County  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Marty Lucke  
County Court Judge, Floyd County  
Date: 05/04/2023

David B. Mull  
David B. Mull  
County Court Judge, Hale County  
Date: May 4, 2023

David B. Mull  
David B. Mull  
Chairman, Hale Juvenile Board  
Date: May 4, 2023

\_\_\_\_\_  
Sharla Baldrige  
County Court Judge, Hockley County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sharla Baldrige  
Chairman, Hockley Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
James B. Meador  
County Court Judge, Motley County  
Date: \_\_\_\_\_

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Isabel Carrasco  
County Court Judge, Parmer County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Harold Keeter  
County Court Judge, Swisher County  
Date: \_\_\_\_\_

David B. Mull  
County Court Judge, Hale County  
Date: \_\_\_\_\_

David B. Mull  
Chairman, Hale Juvenile Board  
Date: \_\_\_\_\_

*Sharla Baldrige*  
Sharla Baldrige  
County Court Judge, Hockley County  
Date: 5/8/2023

*Sharla Baldrige*  
Sharla Baldrige  
Chairman, Hockley Juvenile Board  
Date: 5/8/2023

James B. Meador  
County Court Judge, Motley County  
Date: \_\_\_\_\_

Isabel Carrasco  
County Court Judge, Parmer County  
Date: \_\_\_\_\_

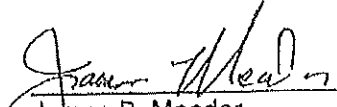
Harold Keeter  
County Court Judge, Swisher County  
Date: \_\_\_\_\_

\_\_\_\_\_  
David B. Mull  
County Court Judge, Hale County  
Date: \_\_\_\_\_

\_\_\_\_\_  
David B. Mull  
Chairman, Hale Juvenile Board  
Date: \_\_\_\_\_

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Sharla Baldrige  
County Court Judge, Hockley County  
Date: \_\_\_\_\_

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Sharla Baldrige  
Chairman, Hockley Juvenile Board  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
James B. Meador  
County Court Judge, Motley County  
Date: 5-4-23

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Isabel Carrasco  
County Court Judge, Parmer County  
Date: \_\_\_\_\_

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Harold Keeter  
County Court Judge, Swisher County  
Date: \_\_\_\_\_

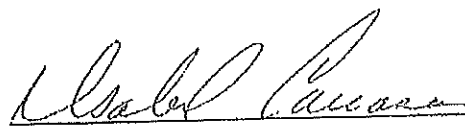
\_\_\_\_\_  
David B. Mull  
County Court Judge, Hale County  
Date: \_\_\_\_\_

\_\_\_\_\_  
David B. Mull  
Chairman, Hale Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sharla Baldrige  
County Court Judge, Hockley County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sharla Baldrige  
Chairman, Hockley Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
James B. Meador  
County Court Judge, Motley County  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Isabel Carrasco  
County Court Judge, Parmer County  
Date: 5-27-2023

\_\_\_\_\_  
Harold Keeter  
County Court Judge, Swisher County  
Date: \_\_\_\_\_

\_\_\_\_\_  
David B. Mull  
County Court Judge, Hale County  
Date: \_\_\_\_\_

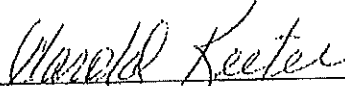
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David B. Mull  
Chairman, Hale Juvenile Board  
Date: \_\_\_\_\_

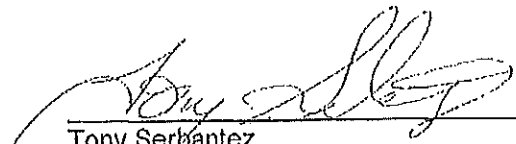
\_\_\_\_\_  
Sharla Baldrige  
County Court Judge, Hockley County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sharla Baldrige  
Chairman, Hockley Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
James B. Meador  
County Court Judge, Motley County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Isabel Carrasco  
County Court Judge, Parmer County  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Harold Keeter  
County Court Judge, Swisher County  
Date: 5/5/23

  
\_\_\_\_\_  
Tony Serbantez  
County Court Judge, Terry County  
Date: 05/09/2023

\_\_\_\_\_  
John A. Didway  
Chairman, Terry Juvenile Board  
Date: \_\_\_\_\_

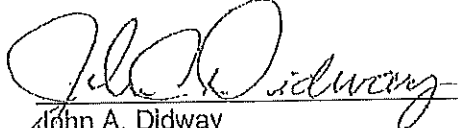
\_\_\_\_\_  
Michael C. Ybarra  
County Court Judge, Yoakum County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Michael C. Ybarra  
Chairman, Yoakum Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Danah Zirpoll  
Presiding Judge, 64<sup>th</sup> District Court  
Date: \_\_\_\_\_

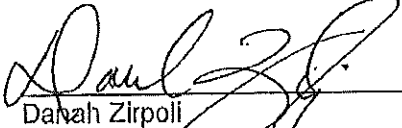
\_\_\_\_\_  
William P Smith  
Presiding Judge, 110<sup>th</sup> District Court  
Date: \_\_\_\_\_

\_\_\_\_\_  
Tony Serbantez  
County Court Judge, Terry County  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
John A. Didway  
Chairman, Terry Juvenile Board  
Date: May 4, 2023

\_\_\_\_\_  
Michael C. Ybarra  
County Court Judge, Yoakum County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Michael C. Ybarra  
Chairman, Yoakum Juvenile Board  
Date: \_\_\_\_\_

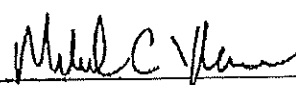
  
\_\_\_\_\_  
Danah Zirpoli  
Presiding Judge, 84<sup>th</sup> District Court  
Date: 5-8-23

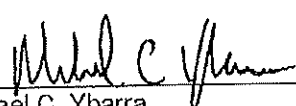
\_\_\_\_\_  
William P Smith  
Presiding Judge, 110<sup>th</sup> District Court  
Date: \_\_\_\_\_



\_\_\_\_\_  
Tony Serbantez  
County Court Judge, Terry County  
Date: \_\_\_\_\_

\_\_\_\_\_  
John A. Didway  
Chairman, Terry Juvenile Board  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Michael C. Ybarra  
County Court Judge, Yoakum County  
Date: 5/4/23

  
\_\_\_\_\_  
Michael C. Ybarra  
Chairman, Yoakum Juvenile Board  
Date: 5/4/23

\_\_\_\_\_  
Danah Zirpoli  
Presiding Judge, 64<sup>th</sup> District Court  
Date: \_\_\_\_\_

\_\_\_\_\_  
William P Smith  
Presiding Judge, 110<sup>th</sup> District Court  
Date: \_\_\_\_\_

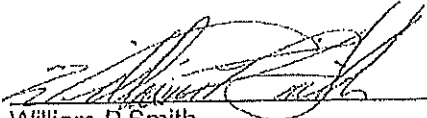
\_\_\_\_\_  
Tony Serbantez  
County Court Judge, Terry County  
Date: \_\_\_\_\_

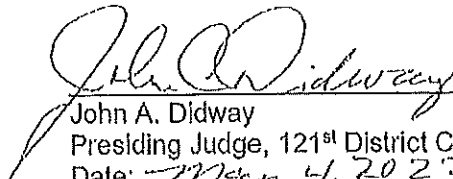
\_\_\_\_\_  
John A. Dldway  
Chairman, Terry Juvenile Board  
Date: \_\_\_\_\_


\_\_\_\_\_  
Michael C. Ybarra  
County Court Judge, Yoakum County  
Date: \_\_\_\_\_

\_\_\_\_\_  
Michael C. Ybarra  
Chairman, Yoakum Juvenile Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Danah Zirpoli  
Presiding Judge, 64<sup>th</sup> District Court  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
William P Smith  
Presiding Judge, 110<sup>th</sup> District Court  
Date: May 4, 2013

  
\_\_\_\_\_  
John A. Didway  
Presiding Judge, 121<sup>st</sup> District Court  
Date: May 4, 2023

  
\_\_\_\_\_  
Gregg Hukill  
Presiding Judge, 242<sup>nd</sup> District Court  
Date: May 5, 2023

\_\_\_\_\_  
Pat Phelan  
Presiding Judge, 286<sup>th</sup> District Court  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kathryn Gurley  
Presiding Judge, 287<sup>th</sup> District Court  
Date: \_\_\_\_\_

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John A. Didway  
Presiding Judge, 121<sup>st</sup> District Court  
Date: \_\_\_\_\_

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Kregg Hukill  
Presiding Judge, 242<sup>nd</sup> District Court  
Date: \_\_\_\_\_



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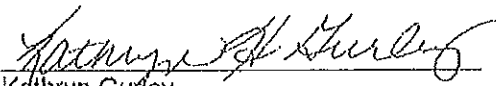
Pat Phelan  
Presiding Judge, 286<sup>th</sup> District Court  
Date: 5-4-23

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Kathryn Gurley  
Presiding Judge, 287<sup>th</sup> District Court  
Date: \_\_\_\_\_

Kregg Hukill  
Presiding Judge, 242<sup>nd</sup> District Court  
Date: \_\_\_\_\_

Pat Phelan  
Presiding Judge, 286<sup>th</sup> District Court  
Date: \_\_\_\_\_

  
Kathryn Gurney  
Presiding Judge, 287<sup>th</sup> District Court  
Date: May 3, 2023

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

The foregoing Minutes of a Commissioner's Court meeting held on the 8<sup>th</sup> day of May, A. D. 2023, was examined by me and approved.

Alan Wisdom  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 3

[Signature]  
Commissioner, Precinct No. 2

[Signature]  
Commissioner, Precinct No. 4

Sharla Baldrige  
County Judge

Jennifer Palermo  
JENNIFER PALERMO, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

