

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 13TH day of April, 2015 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, March 23, 2015.
2. Read for approval all monthly bills and claims submitted to the court and dated through April 13, 2015.
3. Consider and take necessary action to approve the Public Assistance monthly report.
4. Consider and take necessary action to approve the refunds for ad valorem taxes.
5. Consider and take necessary action to approve the Order Appointing Joint Elections Administrator.
6. Consider and take necessary action to approve the electronic filing system fee of \$2.00 for each electronic filing transaction.
7. Consider and take necessary action to approve the Contract between the Department of State Health Services and Hockley County concerning VSU Remote Birth Access.
8. Consider and take necessary action to approve the Order Appointing County Auditor and Assistant County Auditors.
9. Consider and take necessary action to approve the Equipment Lease Agreement with Paramount Leasing.
10. Consider and take necessary action to approve the Keefe Commissary Network Agreement concerning the inmate commissary.
11. Consider and take necessary action to approve two road crossings for Occidental Permian Ltd. on Wildcat Road and on Rawhide Road.
12. Consider and take necessary action to approve the Property Conveyance and Warranty Deed to the City of Levelland.
13. Discuss reinstating the Burn Ban.
14. Consider and take necessary action to reinstate the Burn Ban.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

Hockley County Judge

Filed for Record
at _____ M.

APR - 9 '15

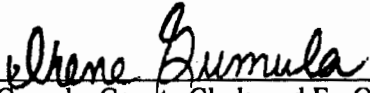
Alton Brown
County Clerk Hockley County, Texas

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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 9TH day of April, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 9TH day of April, 2015.



Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

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SPECIAL MEETING
APRIL 13, 2015

Be it remembered that on this the 13TH day of April A.D. 2015, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

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

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

Motion by Commissioner Barnett, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 23rd day of March, A.D. 2015, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through April 13, A. D. 2015, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian LTD., to lay, construct, operate and maintain 1-2" fiberglass pipeline transporting oil & water under and across certain county roads situated in Commissioners, Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

RECORD, PETITION, EXHIBIT AND ORDER OF THE COURT

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1-2" Fiberglass pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting Oil & Water from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

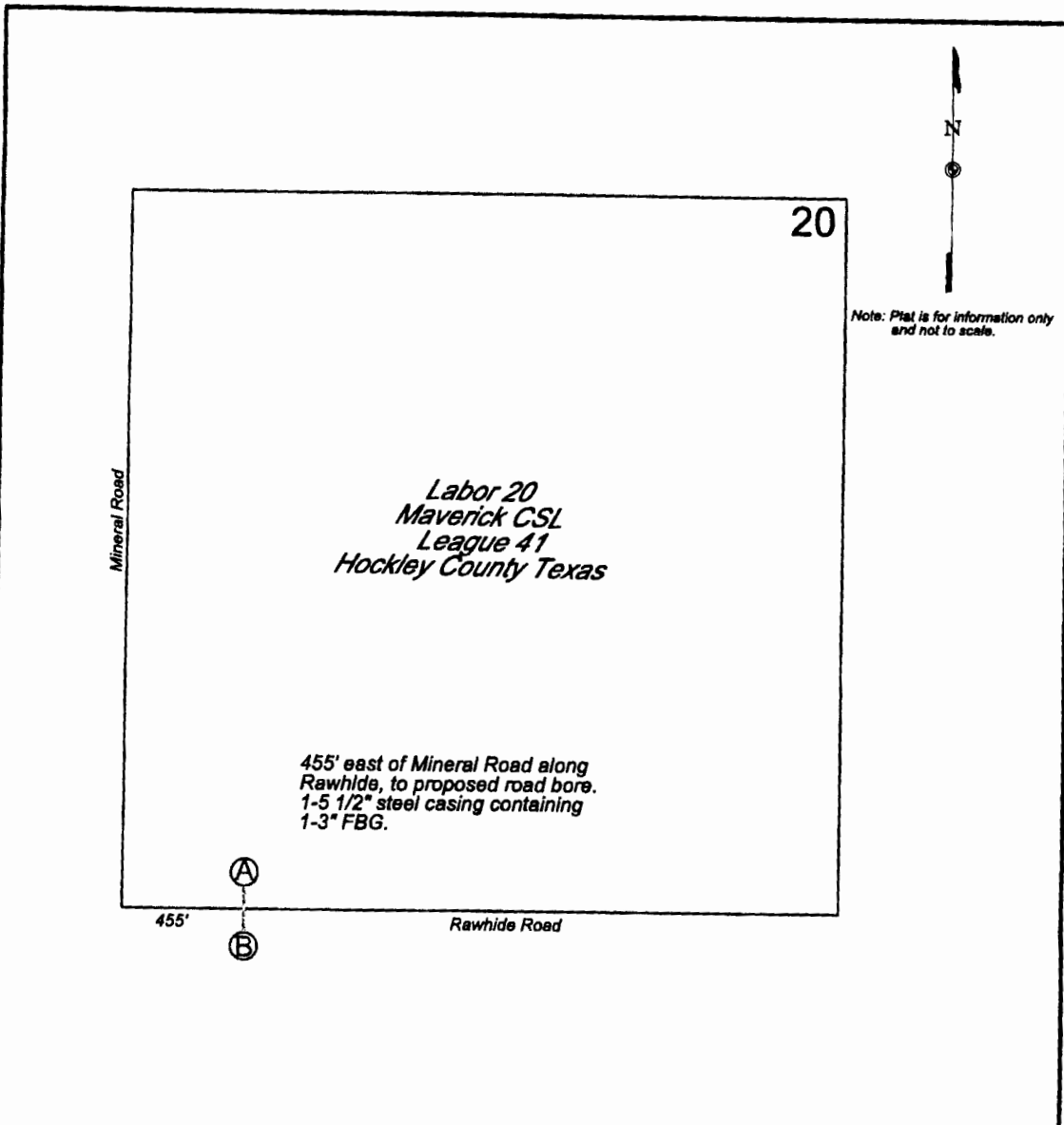
1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 24 day of November, 2014

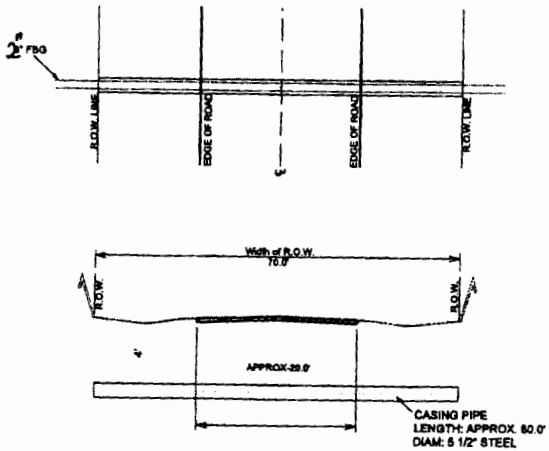
BY 

Clint Stone
638-2308



	Latitude	Longitude
(A)		
(B)		

Detail Cross Section of Proposed Road Bore



OXY Permian

**ROAD BORE DETAILS IN
LABOR 20, MAVERICK CSL
LEAGUE 41, HOCKLEY CO. TEXAS**

Drawn By: Brent Sawyer

Date: 11-8-2014

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

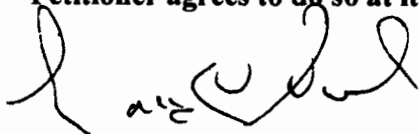
IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAM LTD FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

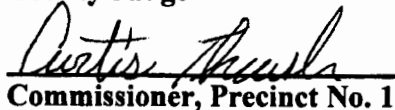
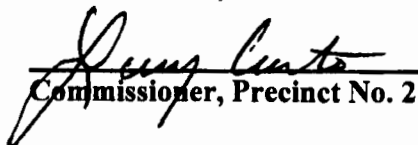
This cause coming on to be upon the petition of OCCIDENTAL PERMIAM, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, Levelland Unit as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, OCCIDENTAL PERMIAM, LTD., is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

1. The Petitioner shall, in constructing said pipelines undercrossing cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossing in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
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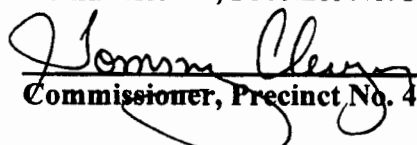


County Judge


Commissioner, Precinct No. 1
Commissioner, Precinct No. 2

4-13-15

Date


Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

Motion by Commissioner Carter, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Occidental Permian LTD., to lay, construct, operate and maintain 1-4" high pressure fiberglass pipeline transporting produced oil & water under and across certain county roads situated in Commissioners, Precinct No. 2, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

RECORD, PETITION, EXHIBIT AND ORDER OF THE COURT

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF OCCIDENTIAL PERMIAN LTD., FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

PETITION

Comes now, the Petitioner, OCCIDENTIAL PERMIAN LTD., a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain 1-4" ^{high pressure} fiberglass pipelines under and across certain county roads situated in Hockley County, Texas, which said pipelines are to be used for the purpose of transporting oil & ^{produced} water from the Petitioner's sources of supply to Petitioner's markets.

The location of the points at which Petitioner wishes to undercross said county roads with said pipelines and the general specifications are more particularly described on a map marked Exhibit "A" and general specifications marked Exhibit "B", all of which are attached hereto and made a part of this application. Petitioner represents and states that if granted the authority herein requested, it will conform with and abide by the rules of all persons and bodies having jurisdiction and by the following conditions:

1. The Petitioner shall, in constructing said pipelines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said pipelines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each pipelines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said pipelines are laid and constructed so that such roads shall be in equally as good a condition as prior to such construction.
3. So long as said pipelines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said pipelines undercrossings, needs to be done on said roads at the location thereof, all in order to maintain said roads, at such points, in a condition equal to other portions of said county roads.
4. Should Petitioner remove said pipelines from any of said roads, it will replace and recondition the road concerned, at the location of said removal, in substantially the same condition as it was prior to such removal, all liability of Petitioner for the maintenance and reconditioning of such roads shall cease as soon after such removal as the COUNTY OF HOCKLEY has approved the maintenance and reconditioning work done by Petitioner.
5. Petitioner agrees that if at any time the County of Hockley shall deem it necessary to make any improvements or changes on all of or any part of the right of way of the county roads which affect the Utility as located under this order, then and in such event, the Petitioner or his Assignee shall make such reasonable changes of its facilities located within such right of way as may be deemed necessary, such work to be done without cost to Hockley County, Texas.
6. The construction or laying of said pipelines by Petitioner hereunder shall be considered and shall constitute and acceptance of this order and of all of the terms and conditions herein set forth.
7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.

Wherefore, your Petitioner respectfully prays that your Honorable Board enter and order herein authorizing Petitioner to use and occupy the portions of the roads in Hockley County, Texas, more particularly herein above set out and described and at the locations shown and set out in said Exhibits "A" and "B" attached to this application.

DATED this 25 day of March, 2015

BY



Marshall Clark

Clint Stone

638-2308



15

Note: Plat is for information only and not to scale.

Wildcat Road

Labor 15
Scurry CSL
Block 49
Hockley County Texas

(A) (B)

2614' north of FM-1585, along Wildcat, to proposed road bore. 1-10" steel casing containing 1-4" FBG.

2614'

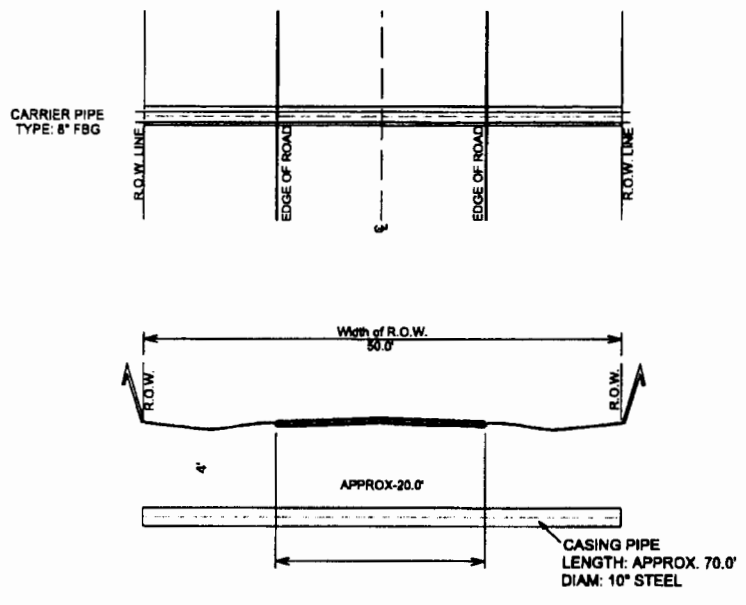
FM-1585

Latitude

Longitude

(A)	33.5064959139N	102.566655267W
(B)	33.5064968778N	102.566427314W

Detail Cross Section of Proposed Road Bore



Note: Vent Pipe to be installed on each end of casing. Minimum of 2' above natural ground.

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ROAD BORE DETAILS IN
LABOR 15, SCURRY CSL
BLOCK 49, HOCKLEY CO. TEXAS

Drawn By: Brent Sawyer

Date: 3-23-2015

BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

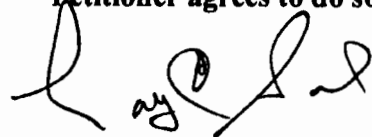
IN THE MATTER OF THE APPLICATION OF OCCIDENTAL PERMIAM LTD FOR
AUTHORITY TO USE A PART OF THE PUBLIC ROADS OF HOCKLEY COUNTY, TEXAS

ORDER

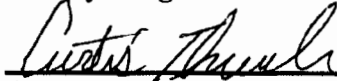
This cause coming on to be upon the petition of OCCIDENTAL PERMIAN, LTD., hereinafter referred to as "Petitioner". The Board finds that in order that Petitioner may carry out its corporate objects and powers, it is necessary for it to lay, construct, operate and maintain pipelines across certain county roads situated in Hockley County, Texas, Levelland Unit as set forth in the Petitioner's application filed herein.

THEREFORE, IT IS HEREBY ORDERED that, subject to the conditions herein after set forth, said Petitioner, OCCIDENTAL PERMIAN, LTD., is hereby granted permission and authority to lay, construct, operate and maintain pipelines across certain county roads at the locations set forth in Exhibits "A" and "B" attached to the application of Petitioner herein, which Exhibits "A" and "B" and application are hereby made a part of this order as fully as if set out in length herein provided.

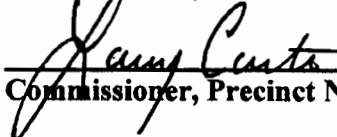
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7. Petitioner agrees that if at any time the County of Hockley deems it necessary that these crossings be encased in accordance with the then existing State Highway specifications, Petitioner agrees to do so at its own expense.



County Judge

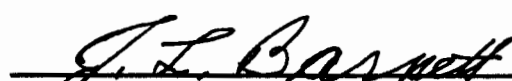


Commissioner, Precinct No. 1

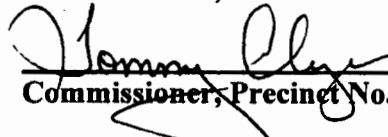


Commissioner, Precinct No. 2

Date



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

**Motion by Commissioner Barnett, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the monthly report on
approvals and denial request for Public Assistance presented by Rebecca
Currington, Public Assistance Administrator, as per March 2015 Report recorded
below.**

Upon recommendation by Rebecca Currington, Public Assistance Administrator, the following list of applicants' requests for public assistance, have been approved or denied for the month of March 2015.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Kemisha Asberry	400 N. Cedar, #7	Levelland	Shelter	\$150.00
Hector Delgado	308 - 9 th	Ropesville	Gas	\$ 64.69
Matilda Rodriguez	1824 - 9 th Street	Levelland	Electric	\$ 75.00
Rosalee Flores	105 Lincoln, #58	Smyer	Electric	\$ 75.00

DENIED APPLICANTS

The below listed applicants have been denied their public assistance request for one/more of the following reasons:

- Income of applicant(s) exceeds that of an indigent person, according to the guidelines of the Commissioners' Court of Hockley County, Texas.
- Applicant is in an all adult household in which no one is receiving Social Security due to age or disability.
- Not all money received by household, either income, available funds or contribution, was reported by household.
- Conflict of information regarding either household members or income received.
- No emergency situation exists as loss of job income was not due to illness or layoff.
- Other Reason -

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>
Yvonne Anderson	1208 - 1 st	Levelland

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of Two Thousand Twenty Six Dollars and Thirty Three Cents (\$2126.33) to West Texas Gas Inc., approve the tax refund in the amount of Eight Hundred Ninety Nine Dollars and Forty Nine Cents (\$899.49) to Danny Grant Agency Inc., approve the tax refund in the amount of Two Thousand Fifty Three Dollars and Nine Cents (\$2253.09) to John Crews and Dawn Hill Crews, approve the tax refund in the amount of Seven Hundred Thirty Dollars and Fifteen Cents (\$730.15) to Anita Joy Hamill Carter, as per request of Debra Bramlett, Tax Assessor/Collection.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Order Appointing Cheryl Smart as the Joint Election Administrator, as per Order recorded below.

ORDER APPOINTING JOINT ELECTIONS ADMINISTRATOR

On the 20th day of February, 2015, we undersigned Hockley County Joint Elections Commission, hereby appoint Cheryl Smart as Joint Elections Administrator to represent the entities set out below, effective the 20th day of February, 2015
This Order adopted on this the 20th of February, 2015

HOCKLEY COUNTY, TEXAS
By: Larry Sprowls
Larry Sprowls, County Judge

CITY OF LEVELLAND
By: Beth Walls - City Secretary
Rick Osburn, City Manager

LEVELLAND ISD
By: Kelly Baggett
Kelly Baggett, Superintendent

CITY OF SUNDOWN, TX
By: Curtis Schrader
Curtis Schrader, City Manager

SUNDOWN ISD
By: Scott Marshall
Scott Marshall, Superintendent

CITY OF ROPESVILLE, TX
By: Delinda Delgado - Mayor
Christopher Bratcher, Mayor
Delinda Delgado

ROPESVILLE ISD
By: Gary Lehnen
Gary Lehnen, Superintendent

SMYER ISD
By: Dane Kerns
Dane Kerns, Superintendent
Amy Britz - Secretary

HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT, #1
By: Jason Coleman
Jason Coleman, Manager

SOUTH PLAINS COLLEGE
By: Ronnie Watkins
Ronnie Watkins, Dean of Admin. Services

Pat Cow
Pat Cowan, Republican Party Chair

Brandi Tadlock
Brandi Tadlock, Democrat Party Chair

Debra Bramlett
Debra Bramlett, Tax Assessor/Collector

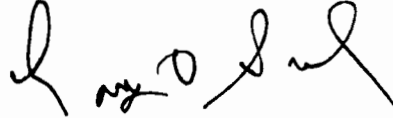
Irene Gumula
Irene Gumula, County Clerk

**Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the electronic filing
system fee of \$2.00 for each electronic filing transaction, as per Order recorded below.**

ORDER APPROVING ELECTRONIC FILING SYSTEM FEE

On this 13th day of April, 2015 the Commissioners' Court of Hockley County, Texas did approve collecting the electronic filing system fee of \$2.00 for each electronic filing transaction.

SIGNED this 13th day of April, 2015.



Larry Sprowls, Hockley County Judge

ATTEST:



Irene Gumula, Hockley County Clerk

Sec. 72.031. ELECTRONIC FILING SYSTEM. (a) In this section:

(1) "Appellate court" means the supreme court, the court of criminal appeals, or a court of appeals.

(2) "Electronic filing system" means the filing system established by supreme court rule or order for the electronic filing of documents in courts of this state.

(3) "Electronic filing transaction" means the simultaneous electronic filing of one or more documents related to a proceeding before a court in this state.

(4) "Local government" means a county or municipality.

(b) The office as authorized by supreme court rule or order may implement an electronic filing system for use in the courts of this state.

(c) A local government or appellate court that uses the electronic filing system may charge a fee of \$2 for each electronic filing transaction if:

(1) the fee is necessary to recover the actual system operating costs reasonably incurred by the local government or appellate court to:

(A) accept electronic payment methods; or

(B) interface with other technology information systems;

(2) the fee does not include an amount to recover local government or appellate court employee costs, other than costs for directly maintaining the system;

(3) the governing body of the local government or the appellate court approves the fee using the local government or appellate court's standard approval process for fee increases; and

(4) the local government or appellate court annually certifies to the office on a form prescribed by the office that the amount of the fee is necessary to recover the actual system operating costs incurred by the local government or appellate court.

(c-1) This subsection and Subsection (c) expire September 1, 2019.

(d) A local government or appellate court that uses the electronic filing system may accept electronic payment methods, including payments made with credit and debit cards.

(e) A governmental entity not otherwise required to pay a filing fee under any other law may not be required to pay a fee established under this section.

(f) A court shall waive payment of any fee due under this section for an individual the court determines is indigent.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1290 (H.B. 2302), Sec. 3, eff. September 1, 2013.

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Contract between the Department of State Health Services and Hockley County concerning VSU Remote Birth Access, as per Contract recorded below.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-045711-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HOCKLEY COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$0.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2014 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Section 12.051.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2015-045711-001 VSU Remote Birth Access
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HOCKLEY COUNTY
Address: 802 HOUSTON STREET SUITE 213
LEVELLAND, TX 79336-0000
Vendor Identification Number: 17560010013004

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-045711-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HOCKLEY COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$0.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2014 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Section 12.051.

6. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:

2015-045711-001 VSU Remote Birth Access
- c. General Provisions (Sub-recipient)
- d. Solicitation Document(s), and
- e. Contractor's response(s) to the Solicitation Document(s).
- f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

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

The foregoing Minutes of a Commissioners' Court meeting held on the 13th
day of April, A. D. 2015, was examined by me and approved.

Curtis M. ...
Commissioner, Precinct No. 1

Sammy Carter
Commissioner, Precinct No. 2

J. L. Barnett
Commissioner, Precinct No. 3

Tommy ...
Commissioner, Precinct No. 4

Loy ...
County Judge

Irene Gumula
IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

**Tabled Discuss reinstating the Burn Ban.
Commissioners' Court tabled reinstating the Burn Ban.**

VOL. 62 PAGE 123

[Faint, illegible text]

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 13, 2015 at 03:16P

Document Number: 00001035

Amount: .00

Irene Gugula
Hockley County Clerk
By
Janie Salazar, Deputy
Hockley County



ANY PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE
UNDER FEDERAL LAW.

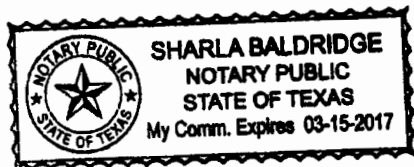
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(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the 13th day of April, 2015,
by LARRY SPROWLS, County Judge, Hockley County.

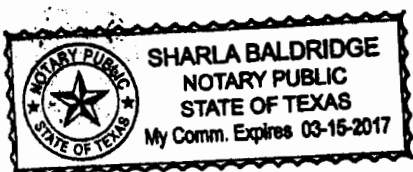


Sharla Baldrige
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the 14th day of April, 2015,
by CURTIS D. THRASH, County Commissioner, Precinct 1.

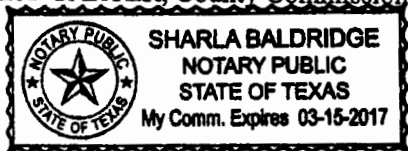


Sharla Baldrige
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the 13th day of April, 2015,
by LARRY CARTER, County Commissioner, Precinct 2.

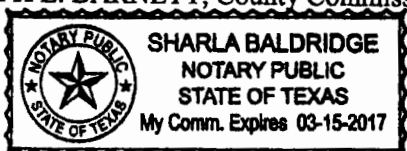


Sharla Baldrige
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the 13th day of April, 2015,
by JOSEPH L. BARNETT, County Commissioner, Precinct 3.

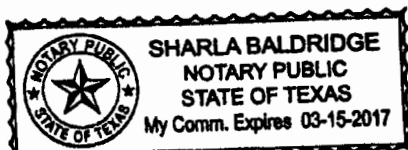


Sharla Baldrige
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the 13th day of April, 2015,
by THOMAS CLEVINGER, County Commissioner, Precinct 4.



Sharla Baldrige
Notary Public, State of Texas

WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date:

Grantor: HOCKLEY COUNTY, acting by and through its COMMISSIONER'S COURT

Grantor's Mailing Address (including county): 802 Houston
Levelland, Hockley County, Texas 79336

Grantee: THE CITY OF LEVELLAND, TEXAS

Grantee's Mailing Address (including county): P.O. Box 1010
Levelland, Hockley County, Texas 79336

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and sufficient consideration, and the further consideration set forth in an Agreement of even date herewith between the Grantor and Grantee entered into pursuant to Texas Local Government Code §272.001 (1)

Property: Block Numbers Thirteen (13) and Fourteen (14), Original Town of Levelland, Hockley County, Texas

Reservations from and exceptions to Conveyance and Warranty: SUBJECT TO all prior mineral reservations and conveyances of record and FURTHER SUBJECT TO any property restrictions, oil and gas leases and easements, either on the ground or of record.

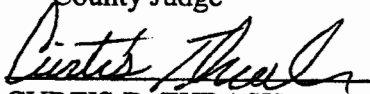
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.


HOCKLEY COUNTY


By: 

LARRY SPROWLS,
County Judge


CURTIS D. THRASH,
County Commissioner, Precinct 1


LARRY CARTER,
County Commissioner, Precinct 2


JOSEPH L. BARNETT,
County Commissioner, Precinct 3


THOMAS CLEVINGER,
County Commissioner, Precinct 4

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 13, 2015 at 03:16P

Document Number: 00001034

Amount .00

Irene Gumula
Hockley County Clerk
By
Janie Salazar, Deputy
Hockley County



ANY PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE
UNDER FEDERAL LAW.

Hockley Co.

Executed this 13th day of April, 2015.

HOCKLEY COUNTY

Larry Sprowls

By: _____
LARRY SPROWLS,
County Judge

Curtis D. Thrash

CURTIS D. THRASH,
County Commissioner, Precinct 1

Larry Carter

LARRY CARTER,
County Commissioner, Precinct 2

J. L. Barnett

JOSEPH L. BARNETT,
County Commissioner, Precinct 3

Thomas Clevenger

THOMAS CLEVINGER,
County Commissioner, Precinct 4

THE CITY OF LEVELLAND

Waymon Jackson

By: _____
WAYMON JACKSON,
Mayor

Attest:

Beth A. Walls
BETH WALLS, TRMC, IPMA-CP,
City Secretary

PROPERTY CONVEYANCE

THE CITY OF LEVELLAND, TEXAS (the CITY) and HOCKLEY COUNTY (the COUNTY) enter into this Agreement for the purposes, and in accordance with the provisions herein set forth:

WHEREAS the COUNTY is the owner of the following property, to-wit:

Blocks 13 and 14, Original Town of Levelland, Hockley
County, Texas,

sometimes herein referred to as "the Property"; and

WHEREAS the COUNTY has agreed to convey the Property to the CITY, and the CITY has agreed to acquire the Property from the COUNTY, conditioned as herein provided; and

WHEREAS the COUNTY has determined that the CITY's intended use, as hereinafter set forth, is a public purpose that benefits the public interest of the COUNTY; and

WHEREAS this Agreement is intended to comply with the requirements of Texas Local Government Code §272.001 (l); and

WHEREAS the COUNTY has determined that the construction by the CITY of a new fire station, together with its necessary supporting facility is a public purpose that benefits the public interest of the COUNTY;

NOW THEREFORE, THE CITY and COUNTY agree as follows:

1. The COUNTY will, by a general warranty deed, convey title to the Property to the CITY.
2. The Property, or a substantial portion of it, will be used by the CITY to construct a fire station, together with such additional facilities as the CITY deems appropriate.
3. The CITY will own that portion of the Property not incorporated into, or used in connection with the fire station, but such ownership will require that it be used for public purposes and not conveyed to any privately owned third party.
4. In the event that the CITY ceases to use the Property in carrying out the public purpose, then at that time title to the Property will revert to the COUNTY.
5. The foregoing agreements by the CITY are the sole consideration for this conveyance.
6. The warranty deed executed to convey the Property will recite that it is subject to Local Government Code §272.001 (l) and this Agreement.

Motion by Commissioner Carter, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Property
Conveyance and Warranty Deed to the City of Levelland, as per Conveyance and
Warranty Deed recorded below.

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Attachment A

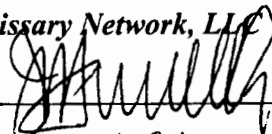
ELECTRONIC DEPOSIT SERVICES		
Gross Amount Deposited	Credit/Debit Deposits via Website	Credit/Debit Deposits via Phone
\$0.01 - \$19.99	\$2.95	\$3.95
\$20.00 - \$99.99	\$5.95	\$6.95
\$100.00 - \$199.99	\$7.95	\$8.95
\$200.00 - \$300.00	\$9.95	\$10.95

of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

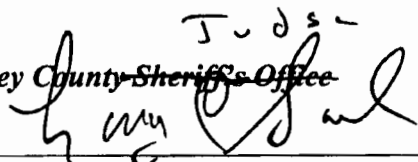
17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
18. **Notices.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the specified address.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

Keefe Commissary Network, LLC

BY: 
NAME: JOHN PURZLOW
TITLE: EXEC VP/GM
DATE: 4/21/15

Hockley County Sheriff's Office

BY: 
NAME: HARRY D. SPROWLS
TITLE: Hockley County Judge
DATE: April 13, 2015

Keefe Commissary Network, LLC.
Attn: Controller
10880 Lin Page Place
St. Louis, Missouri 63132
Email: chunter@keefegroup.com

- b. Client will, upon receipt of written/documented proof of overpayment, promptly refund any overpayment made by KCN, for any reason. This is to include duplicate payments, payments refunded to Customers by KCN and any incorrect payments. At KCN's option and in lieu of foregoing, KCN may offset any such overpayments from future payment amounts transmitted by KCN to Client and notify Client of any such offset.
 - c. Client will promptly report receipt of each payment to the designated inmate in accordance with Client policy.
 - d. Client will be responsible for resolving any inquiries or complaints arising from Client's failure to promptly and properly credit the inmate's account.
 - e. Client agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of this Agreement and/or its negligence in the performance of its duties hereunder.
6. **Fees and Charges.** KCN shall apply "Service Fees" to all payments in accordance with the fee structure located in "Attachment A". All fees shall be assessed to the depositor.
 7. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own federal, state and/or local taxes associated with the deposit services.
 8. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt Notice of any such disclosure.
 9. **Exclusivity.** Client acknowledges that based on this Agreement, KCN has the sole and exclusive right and authority to provide the services contemplated by this Agreement for all inmate accounts under the Client's control and Client shall not, throughout the term of the Agreement, engage the services of any other company to provide such services.
 10. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement.
 11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
 12. **Fiduciary Responsibility.** Once funds are received by the Client from KCN, via EFT for Online Website/Call Center deposits, Client agrees that it shall, to the full extent allowed by law, assume all liability for any mishandling of funds or for any losses associated with any funds coming into Client's possession expressly attributed to an inmate account deposit.
 13. **Insurance.** Each party acknowledges that the other is self insured.
 14. **Indemnification.** Each party shall indemnify and hold the officers, directors, agents, employees, representatives, subsidiaries, parent company, affiliates, and customers harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
 15. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
 16. **Termination.** In the event that either party believes that the other party has materially breached any obligations under this Agreement, or if either party believes that the other party has exceeded the scope

Agreement for Inmate Deposit Services

THIS AGREEMENT FOR PROCESSING OF INMATE DEPOSITS ("Agreement") is entered into as of the 13 day of April, 2015 ("Effective Date") by and between Keefe Commissary Network, LLC d/b/a Access Corrections ("KCN"), located at 10880 Linpage Place, St. Louis, Missouri 63132 and the Hockley County Sheriff's Office ("Client"), located at 1310 Avenue H, Levelland, Texas 79336.

WHEREAS, KCN, a solution provider for the correctional market, provides payment processing services to correctional facilities;

WHEREAS, Client desires to implement KCN services at the above mentioned correctional facility;

WHEREAS, Both parties, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year unless either party provides the other party with written notice of its desire not to renew at least thirty (30) days prior to a scheduled renewal.
2. **Limitation Parameters.** Client shall provide limitation parameters, if applicable, either by individual Inmate ID or system-governing all Inmate IDs for the minimum and/or maximum amount of deposits to be accepted during any daily, weekly or monthly period. KCN will use these parameters to limit all payments regardless of the number of payments or type of Payment Method used. Notwithstanding, all credit and debit card transactions shall not exceed \$300 per inmate per day.
3. **Payment Methods.** KCN shall support the following "Payment Methods" for facilitating deposits into Inmate Accounts:
 - a. **Online Website.** Described as, any public or personal computer user shall have the ability to visit a website to make deposits using any card carrying the MasterCard or Visa logo.
 - b. **Call Center.** Described as, any personal or public phone user shall have the ability to call a toll-free number to make deposits using any card carrying the MasterCard or Visa logo.Additional Payment Methods may be made available to the Client throughout the term of this Agreement and shall become part of this Agreement with the Client's acceptance.
4. **Responsibilities of KCN.**
 - a. KCN shall receive payments, from the public, directed to inmates of Client via the KCN electronic payment service
 - b. KCN will transfer payment files to Client on a daily basis. KCN will deliver payments to Client by the second business day following (but not including) the day of the transaction by means of an Electronic Funds Transfer ("EFT") to Client's designated bank account.
 - c. KCN shall provide Client with daily payment information via the KCN Client interface.
 - d. KCN shall be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of KCN's failure to timely transmit any payment to Client.
 - e. KCN shall provide sufficient promotional material to be posted in each housing and public area of Client.
 - f. KCN agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of this Agreement and/or its negligence in the performance of its duties hereunder.
5. **Responsibilities of the Client.**
 - a. Client will provide KCN with the required bank account information for transmission of an Electronic Funds Transfer ("EFT"). Client agrees to notify KCN, in writing, giving fourteen (14) days notice, of any changes to the bank account information. The address for this notifications is as follows:

Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Weekly Maintenance Fee*	\$2.50
ATM Account Inquiry Fee	\$1.50
Inactivity Fee**	\$2.00
Domestic ATM Fees***	\$2.95
ATM Decline for Non-Sufficient Funds Fee	\$2.95
International ATM Fees***	\$3.95
ATM Decline International Fee	\$3.95
Replacement of lost or stolen card	\$10.00
Account Closure Fee/Request for Balance by Check	\$25.00

* After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

**After 90 days of no activity.

***Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

****Returned or rejected ACH transfers for invalid banking information are subject to a \$25.00 returned processing fee.

*****Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at www.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clients:

Toll Free from U.S.A. – (888) 609-0008

www.accessfreedomcard.com

Exhibit B
Certificate of Destruction of Defective or Damaged Cards

I _____ certify that the cards listed below were either damaged or defective. I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼ " by ½" in size.

Destruction Date (mmddyyyy)	Card Number	Expiration	Name (first, last)	Signature

Exhibit A
Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

Card Destruction

Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

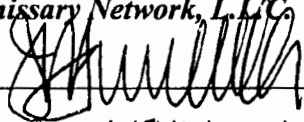
Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Exhibit B, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

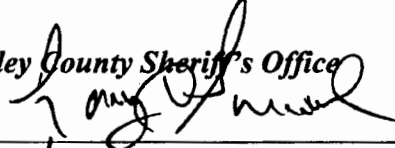
The remainder of this page intentionally left blank

in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. KCN reserves the right to terminate this Agreement if the Client, or its representatives' actions, breach the Clients responsibilities listed in this Agreement including all Attachments and Exhibits.

18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
19. **Assignment.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors of interest, except that Client may not assign this Agreement to any person or entity without the written consent of KCN.
20. **Notices.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the addresses listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

Keefe Commissary Network, L.L.C.
BY: 
NAME: JOHN PURIGIAN
TITLE: EXE VP / GM
DATE: 4/27/15

Hockley County Sheriff's Office
BY: 
NAME: HARRY SPROUTS
TITLE: County Judge
DATE: 4-13-15

- notice if the Designated Account is to be changed so as to allow enough time for KCN to make the necessary system modifications.
5. **Responsibilities of the Client.** All responsibilities of the Client are outlined in the attached "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN reserves the right to modify "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN shall notify the Client of any such change in writing.
 6. **Representation and Warranty of Client.** Client represents and warrants that it is lawful in its respective jurisdiction of Hockley County, Texas to provide the Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Services.
 7. **Fees and Charges.** KCN shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in "Exhibit C". All fees shall be assessed to the card holder/inmate.
 8. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the release services.
***Taxes should not be levied on the issuance of a Card unless Client's laws dictate such.**
 9. **Equipment.** Upon expiration or termination of this Agreement, Client agrees that all equipment and materials remain the property of KCN and upon expiration or termination of this Agreement KCN agrees to promptly remove all equipment and materials from the above mentioned Client. Client shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per "Exhibit A" of this Agreement.
 10. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt notice of any such disclosure.
 11. **Exclusivity.** Client acknowledges that based on this Agreement, KCN has the sole and exclusive right and authority to provide the services contemplated by this Agreement for all inmate accounts under the Client's control and Client shall not, throughout the term of the Agreement, engage the services of any other company to provide such services.
 12. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement and as stated in "Exhibit A and Exhibit B" of this Agreement.
 13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
 14. **Fiduciary Responsibility.** Client agrees that it shall, to the full extent allowed by law, assume all liability for any Client related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Client inmates.
 15. **Indemnification.** Each party shall indemnify and hold the officers, directors, agents, employees, representatives, subsidiaries, parent company, affiliates, and customers harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
 16. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
 17. **Termination.** In the event that either party believes that the other party has materially breached any obligations under this Agreement, or if either party believes that the other party has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party

Agreement for Secure Release™ Prepaid Debit Card Release

THIS AGREEMENT FOR DISTRIBUTION OF PREPAID DEBIT CARDS ("Agreement") is entered into as of the 13 day of April, 2015 ("Effective Date") by and between Keefe Commissary Network, L.L.C. d/b/a Access Corrections ("KCN"), located at 10880 Linpage Place, St. Louis, Missouri 63132 and the Hockley County Sheriff's Office ("Client"), located at 1310 Avenue H, Levelland, Texas 79336.

WHEREAS, KCN, a solution provider for the correctional market, coordinates inmate trust fund release services for correctional facilities via a third party's provision of prepaid debit cards;

WHEREAS, Client desires to coordinate **Secure Release™** inmate trust fund release services at the above mentioned correctional facility (the "Services") as defined further hereunder;

WHEREAS, Both parties, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year unless either party provides the other party with written notice of its desire not to renew at least thirty (30) days prior to a scheduled renewal.
2. **Services.** KCN shall provide technical support and coordination for the following release Services for processing inmate trust fund balances to Client inmates at time of release from the Client:

Prepaid Debit Cards ("Cards"): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

* Additional Release Services may be made available to the Client throughout the term of this Agreement and shall become part of this Agreement with the Client's acceptance. No Release Services shall be implemented without Client approval. Another Card Brand, Issuing Bank or Program Manager may be substituted during the term of this agreement at KCN's discretion and shall not constitute an "Additional Release Service." The Client will be notified in writing of any such change.

3. **Maintenance of Designated Account.** Client agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by KCN and sent to Cache Valley Bank, which issues the Cards:

Bank Name: Him Bank
Bank Address: 110 College Ave P.O. Box 999 Levelland, TX 79336
Routing Number: 111321063
Account Number: 653780
Bank Contact Name and Title: Kathy Stewart, Customer Service Representative
Bank Contact Phone Number: 806-894-2265

4. **Authorization to Withdraw Funds from Designated Account.** Client hereby authorizes KCN to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due KCN provided for in this Agreement. KCN shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to KCN. Client shall promptly pay such amount to KCN. KCN will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

This authorization is to remain in full force and effect until KCN has received written notification from Client of its termination in such time and in such manner as to afford KCN and the Bank named above reasonable opportunity to act on it. Client shall give KCN no less than three banking business days

Commissary Agreement

Exhibit B

Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

Monthly Sales
Less Postage/Non Commissionable
= Adjusted Gross Sales

X 25% Commission Offered

*Postage sales and stamped envelopes are noncommissioned.

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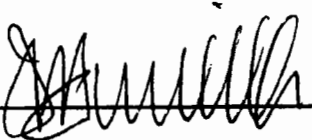
Commissary Agreement

Exhibit A

New Workstation – Dell CPU and Server in one	1
Access Secure Deposits – Phone & Web	1
Access Secure Release Card Swipe – Debit Cards	1

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement as of the year and date first above written.

KEEFE COMMISSARY NETWORK (KEEFE)

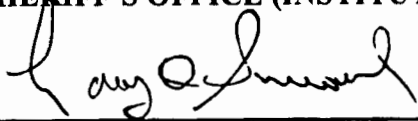


John Puricelli
Executive Vice President, General Manager

4/27/15

Date

HOCKLEY COUNTY ~~SHERIFF'S~~ OFFICE (INSTITUTION)

BY 

TITLE Hockley County Judge

DATE April 13, 2015

6. **MENU**

Product selection will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION.

7. **TERM & TERMINATION**

This Agreement shall continue in effect for a period of three years (the base term) from the date hereof. The Agreement will automatically renew for successive one (1) year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 60 days prior to the expiration of any term or extended term that the party so giving notice does not wish to renew.

8. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas.

9. **ENTIRE AGREEMENT-WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

3. **HARDWARE**

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. In the event that INSTITUTION elects to terminate the Agreement, INSTITUTION will promptly return all equipment and software to KEEFE. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

4. **PAYMENT**

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

5. **SERVICE FEE**

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to **25% of adjusted gross sales**. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

KEEFE COMMISSARY NETWORK AGREEMENT

This Agreement made and entered into as of this 13 day of April, 2015, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and the Hockley County Sheriff's Office. ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

1. OPERATION OF COMMISSARY BY INSTITUTION

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

2. OPERATION OF COMMISSARY BY KEEFE

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Keefe Commissary Network Agreement concerning the inmate commissary, as per Agreement recorded below.

Location	Current Payment	Pmt w/Overages	Current Allowance	Proposed Allowance
Auditor's Office	\$103.00	\$116.13	1,400	2,850
County Clerk's Office	\$409.00	\$409.00	8,000	3,200
County Clerk's Office	\$100.00	\$115.00	0	1,700
County Attorney's Office	\$409.00	\$409.00	8,000	7,525
County Judge's Office	\$68.00	\$70.10	1,300	1,700
District Clerk's Office	\$271.00	\$271.00	5,300	2,765
Extention Office	\$645.00	\$645.00	12,600	5,100
Indigent Care Office	\$143.00	\$143.00	2,800	1,850
Sheriff's Office Jail	\$266.00	\$296.19	5,200	8,275
Sheriff's Office	\$131.00	\$143.15	2,000	3,450
Tax Assessor's Office	\$205.00	\$221.01	2,300	4,000
Library	\$82.00	\$101.43	1,600	3,650
DPS	\$107.00	\$107.00	2,100	2,050
Justice of the Peace	\$75.00	\$96.53	500	2,750
Mallet Event Center	\$225.00	\$235.50	500	1,700
District Judge's Office	\$78.00	\$88.50	1,000	2,200
	\$3,317.00	\$3,467.54	54,600	54,600

Schedule B

<u>Location</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>B&W Pages Included</u>
Auditor's Office	Ricoh MP 3054 SP w/Fax Drawer Base	G155R130079	2,850
County Clerk's Office	Ricoh MP C4503 SP Drawer Base	E174MC60400	3,200
County Clerk's Office	Ricoh MP 2554 SP Cabinet	G145R100793	1,700
County Attorney's Office	Ricoh MP C4503 SP Drawer Base & Finisher	E175M162668	7,525
County Judge's Office	Ricoh MP 3054 SP Drawer Base & Finisher	G155R130147	1,700
District Clerk's Office	Ricoh MP C4503 SP Drawer Base & Finisher	E175M162668	2,765
Extension Office	Ricoh MP C4503 SP Drawer Base & Finisher	E175MC10241	5,100
Indigent Care	Ricoh MP 3054 SP Cabinet	G154RC30302	1,850
Sheriff's Office – Jail	Ricoh MP C4503 SP w/Fax Drawer Base	E174MA11405	8,275
Sheriff's Office	Ricoh MP C4503 SP w/Fax Drawer Base	E175M162063	3,450
Tax Office	Ricoh MP C4503 SP w/Fax Drawer Base, One-Bin Tray	E175M162204	4,000
Library	Ricoh MP 3054 SP Cabinet	G154RC30307	3,650
DPS	Ricoh MP 3054 SP Cabinet	G155R130135	2,050
Justice of the Peace	Ricoh MP 301 SPF Second Paper Tray	W915P200403	2,750
Mallett Event Center	Ricoh MP C2003 SP Cabinet	E205M161212	1,700
District Judge	Ricoh MP C4503 SP Drawer Base & Finisher	E174MC10260	2,200
		Total	54,600

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Schedule A

<u>Location</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Payment</u>
Auditor's Office	Ricoh MP 3054 SP w/Fax Drawer Base	G155R130079	\$103.00
County Clerk's Office	Ricoh MP C4503 SP Drawer Base	E174MC60400	\$409.00
County Clerk's Office	Ricoh MP 2554 SP Cabinet	G145R100793	\$100.00
County Attorney's Office	Ricoh MP C4503 SP Drawer Base & Finisher	E175M162668	\$271.00
County Judge's Office	Ricoh MP 3054 SP Drawer Base & Finisher	G155R130147	\$68.00
District Clerk's Office	Ricoh MP C4503 SP Drawer Base & Finisher	E175M162668	\$271.00
Extension Office	Ricoh MP C4503 SP Drawer Base & Finisher	E175MC10241	\$645.00
Indigent Care	Ricoh MP 3054 SP Cabinet	G154RC30302	\$143.00
Sheriff's Office – Jail	Ricoh MP C4503 SP w/Fax Drawer Base	E174MA11405	\$266.00
Sheriff's Office	Ricoh MP C4503 SP w/Fax Drawer Base	E175M162063	\$131.00
Tax Office	Ricoh MP C4503 SP w/Fax Drawer Base, One-Bin Tray	E175M162204	\$205.00
Library	Ricoh MP 3054 SP Cabinet	G154RC30307	\$82.00
DPS	Ricoh MP 3054 SP Cabinet	G155R130135	\$107.00
Justice of the Peace	Ricoh MP 301 SPF Second Paper Tray	W915P200403	\$75.00
Mallett Event Center	Ricoh MP C2003 SP Cabinet	E205M161212	\$225.00
District Judge	Ricoh MP C4503 SP Drawer Base & Finisher	E174MC10260	\$78.00
		Total	\$3,317.00

Data-Line

OFFICE SYSTEMS

4019 34th Street, Lubbock TX 79410
 (806) 795-0658 Phone
 (800) 426-9390 Toll Free
 (806) 795-3232 Fax

Equipment Maintenance Agreement

 Regular MA In Shop MA X Meter Click MA Rental MA

Your office equipment listed will be serviced and maintained as indicated below for an annual fee (payable in advance), or a monthly fee. Data-Line Office Systems agrees to maintain the equipment in normal operating condition. All machines will be serviced upon customer request during normal working hours. Service requested other than normal working hours will be billed at overtime rate.

All costs for Labor and Service under this Contract will be borne by Data-Line Office Systems. All work will be done by trained technicians, using factory-approved parts and components.

Yes - Included No - Excluded

Yes Drum* NA Fax Drum/OPC Master NA Duplicator Ink NA Duplicator Master

Yes Toner Yes Developer Yes Thermal Heads/Boards Other

Drums not covered by this agreement, will be warranted on a prorated basis for by Model images or one year.

Includes 54,600 B&W images per month X, year . All excess images will be billed at \$0.0105 each.

Includes -0- Color images per month X, year . All excess images will be billed at \$0.010 each.

Beginning Meter Readings

-0-

All necessary parts will be replaced at no additional cost, provided this agreement takes effect as soon as the original purchase warranty expires. Data-Line Office Systems is not responsible for maintenance service if: damage is caused by Accident, Misuse, Act of God, Line Voltage Problems, Neglect or failure to Follow Operating Instructions; or if work is performed by anyone other than Data-Line Office Systems personnel.

This agreement is non-transferable and will be automatically renewed each year 30 days before expiration at rates in effect at the time of renewal. Data-Line Office Systems responsibility for maintenance shall remain in effect until this agreement is cancelled with a 30 day notice in writing by either party. When cancelled, Data-Line Office Systems shall be relieved of all obligations under this agreement. Delinquency fees may apply if account is past due.

Maintenance Agreement will be in effect, when full payment has been received.
 *(If not an original purchase warranty MA, drums would be covered after the first drum replacement)

Company <u>Hockley County</u>		
Address <u>800 Avenue H</u>		
City <u>Levelland</u>	State <u>TX</u>	Zip <u>79336</u>

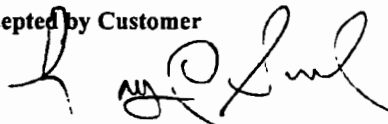
Date	
From	To
Phone	<u>806-894-6070</u>

Make	Serial Number	Amount
See Schedule A	See Schedule A	See Schedule B

Accepted by Data-Line Office Systems

Bill Irwin

Accepted by Customer



Non-Appropriation Addendum (for State or Local Governmental Lease or Loan)

Lessee/Renter/Customer: County of Hockley	Title of lease, rental or other agreement: dated
Lessor or Lender: Paramount Leasing, Inc.	Lease, rental or contract #:

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter or other customer ("Customer") and the above-referenced lessor or lender ("Creditor").

Introduction: Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental, loan or other credit agreement (the "Agreement"); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the "Effective Date").

1. **Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of Customer and Creditor to conform the terms and conditions of the Agreement to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Agreement.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

3. **Non-Appropriation of Funds.** Customer hereby represents, warrants and covenants to Creditor that: (a) Customer intends, subject only to the provisions of this Section 3, to remit to Creditor all sums due and to become due under the Agreement for the full multi-year term thereof; (b) Customer's governing body has appropriated sufficient funds to pay all amounts due to Creditor during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body. In the event Customer's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during Customer's next fiscal period, Customer may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). Customer agrees to deliver notice of an Event of Non-appropriation to Creditor at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Agreement on or before the effective date of termination. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase, lease, rent or otherwise acquire any personal property performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except as may be required for public health, safety or welfare purposes. Customer and Creditor understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies.

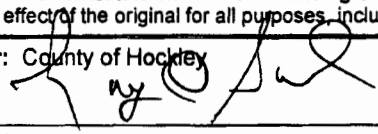
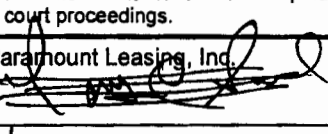
4. **Additional Representations, Warranties and Covenants of Customer.** In addition to the other representations, warranties and covenants made by Customer as set forth in the Agreement, Customer hereby represents, warrants and covenants to Creditor that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their terms, and Customer has complied with such public bidding requirements as may be applicable to the Agreement and this Addendum and the transactions contemplated herein and therein, (d) upon Creditor's request, Customer will provide Creditor with a copy of Customer's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Agreement, unless and until the Agreement is terminated in accordance with Section 3 above, Customer shall provide to Creditor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Customer's ability to continue the Agreement, as Creditor may request. Customer hereby acknowledges that the representations, warranties and covenants made by Customer in this Addendum and those set forth in the Agreement are being materially relied upon by Creditor in entering into the Agreement and this Addendum.

5. **Indemnification.** To the extent Customer is or may be obligated to indemnify, defend or hold Creditor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies.** To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

7. **Governing Law.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

8. **Miscellaneous.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer: County of Hockley	Creditor: Paramount Leasing, Inc.
By: <input checked="" type="checkbox"/> 	By: <input checked="" type="checkbox"/> 
Print: HARRY SPROULS	Print: SA
Title: Hockley Co. JUDGE	Title:

**Delivery and
Acceptance Certificate**

To: (Lessor's name and address)

Paramount Leasing Inc.
P.O. Box 11611
Lubbock, TX 79408

The undersigned certifies that it has received and accepted all the equipment described in the *Equipment Lease Agreement* between **Paramount Leasing Inc.** (Lessor) and the undersigned, dated 4-13-15. The equipment conforms with our requirements and it has been fully installed.

There are no side agreements or cancellation clauses given outside the *Equipment Lease Agreement*. I have reviewed and I understand all of the terms and conditions of the *Equipment Lease Agreement*. I was not induced to sign this by any assurances of the Lessor or anyone else.

Date 4-13-15

Customer's Name County of Hockley

By [Signature]

Title Hockley County Judge
(If corporation, give title, if owner or partner, state which)

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HOCKLEY COUNTY
Address: 802 HOUSTON STREET SUITE 213
LEVELLAND, TX 79336-0000
Vendor Identification Number: 17560010013004

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

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By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: [Signature]
Signature of Authorized Official

5/1/2015
Date

Ed House

Chief Operating Officer

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512-776-7153

ed.house.@dshs.state.tx.us

HOCKLEY COUNTY

By: [Signature]
Signature

4-13-15
Date

Larry D. Sprowls County Judge
Printed Name and Title

802 Houston St. Ste. 101
Address

Levelland Tx 79336
City, State, Zip

806-894-6856
Telephone Number

sbaldridge@hockleycounty.org
E-mail Address for Official Correspondence

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HOCKLEY COUNTY ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES ("HHS") and HOCKLEY COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2015-045711-001, in Travis County, Texas (the "Base Contract").

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 and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.508(2)(ii)(A)* 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 Scope 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 create, receive, maintain, use, disclose or have access to on behalf of 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.

“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; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 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.504(e)(2)(i)**

(B) CONTRACTOR will not, without HHS's prior written consent, 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 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 the Authorized Purpose or as Required by Law.

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**

(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)(ii)(C), 164.530(e), 164.410(b)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(a),(c)(e) and (f)**

(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, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)**

(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, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. 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. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) 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 by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. **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(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

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

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person 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 requested by HHS, 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, return 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 returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return 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 of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(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 on non-HHS systems or networks, CONTRACTOR completed the HHS initial security inquiry provided to CONTRACTOR with this DUA to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security inquiry will document security controls within CONTRACTOR's system that 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 any and all appropriate 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, subject to HHS approval, 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. **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 DUA. **45 CFR 164.308; 164.514(d)**

(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 on behalf of HHS 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, or other federal or state law. **45 CFR 164.504(E)(1)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. 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) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- 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.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 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 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; 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. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, 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 of 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 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.

Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312

(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 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.

Section 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 must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. 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, 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 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. SCOPE OF WORK

Scope 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 Scope 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

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 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.

Section 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.

Section 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 is updated automatically 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.

(D) 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 Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) 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.

Section 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 Travis County, 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.

Section 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.

Section 6.07 *Indemnification*

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

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

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, 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.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract 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.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. 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.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES

CONTRACTOR

BY: [Signature]
NAME: Ed House

BY: [Signature]
NAME: _____

TITLE: COO

TITLE: County Judge

DATE: 5/1, 2015.

DATE: 4-13, 2015.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER 2015-045711-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, 201 .

DATE: _____

HHS Data Use Agreement V.7.5. HIPAA Omnibus Compliant July 22, 2014

Attachment 10
Page 2 of 28

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**Motion by Commissioner Carter, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Order Appointing
County Auditor and Assistant County Auditors, as per Order recorded below.**

**ORDER APPOINTING COUNTY AUDITOR AND
ASSISTANT COUNTY AUDITORS**

I, Pat Phelan, Judge of the 286th District Court of Hockley County, Texas, in compliance with Article 1645, V.A.T.C.S., hereby appoint Linda Barnette of Hockley County, Texas, as County Auditor for Hockley County, Texas, for a term of two (2) years beginning on the 1st day of April, 2015, and ending at midnight on the 31st day of March, 2017, upon her executing a bond and taking the oath required by Article 1649, V.A.T.C.S. The annual salary of the auditor is set at \$54,187.00 plus \$1,800.00 annual county travel allowance, plus any longevity bonus. The auditor shall receive during her appointment annual raises equal to the same percentage increases that the Tax Assessor receives. The auditor's salary shall be paid in equal bi-weekly installments out of the General Fund of Hockley County.

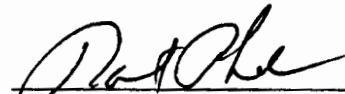
I approve the appointment of the following persons as assistant auditors of the County as recommended by the county auditor and at the salary and benefits specified:

Sandra Almager, first assistant - \$35,522.00
Shirley Penner, second assistant - \$35,522.00

The assistant auditors shall receive longevity bonus in the same amounts and at the same time as other county employees receive longevity bonus. They shall also receive during their appointment the same percentage salary increases as may be awarded other county employees.

The Clerk of the 286th District Court in and for Hockley County, Texas, is hereby ordered and directed to record this order in the Minutes of the 286th District Court of Hockley County, Texas, and to prepare and certify a copy of this order and then to deliver the same to the Commissioners' Court of Hockley County, Texas, to be recorded and for observance.

SIGNED this 1st day of April, 2015.



PAT PHELAN, Judge
286th District Court of
Hockley County, Texas

OATH OF OFFICE

I, Linda Barnette, do solemnly swear that I will faithfully execute the duties of County Auditor of Hockley County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment of the confirmation thereof;

And I do further swear that I am in every way qualified under the provisions and requirements of the law as County Auditor, and that I will not be personally interested in any contracts with Hockley County. So help me God.


LINDA BARNETTE

SWORN AND SUBSCRIBED TO before me this 1st day of April, 2015.



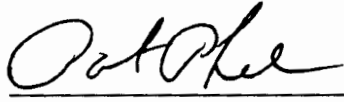
PAT PHELAN, Judge
286th District Court
State of Texas

OATH OF OFFICE

I, Shirley Penner, do solemnly swear that I will faithfully execute the duties of Assistant County Auditor of Hockley County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment of the confirmation thereof. So help me God.


SHIRLEY PENNER

SWORN AND SUBSCRIBED TO before me this 1st day of April, 2015.



PAT PHELAN, Judge
286th District Court
State of Texas

OATH OF OFFICE

I, Sandra Almager, do solemnly swear that I will faithfully execute the duties of Assistant County Auditor of Hockley County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment of the confirmation thereof. So help me God.


SANDRA ALMAGER

SWORN AND SUBSCRIBED TO before me this 1st day of April, 2015.


PAT PHELAN, Judge
286th District Court
State of Texas

**Motion by Commissioner Thrash, seconded by Commissioner Barnett,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Equipment Lease
Agreement with Paramount Leasing, as per Agreement recorded below.**

Equipment Lease Agreement

Lease Number _____

LESSOR INFORMATION PARAMOUNT LEASING P.O. Box 11611 4019 34th Street Lubbock, Texas 79408	LESSEE INFORMATION Name <u>County of Hockley</u> Address <u>800 Avenue H</u> City <u>Levelland</u> State <u>TX</u> Zip <u>79336</u> Phone <u>806-894-6070</u> Fax _____ Contact <u>Linda Barnette</u> Extension _____
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SUPPLIER: Data-Line Office Systems

Dear Customer: We've written this Equipment Lease (the "Lease") in simple and easy-to-read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use the words **you** and **your** to mean the Lessee indicated below. The words **we**, **us** and **our** refer to the Lessor indicated below.

1. Lease Agreement We agree to lease to you and you agree to lease from us the equipment listed below. You promise to pay us the lease payments shown below according to the payment schedule shown below.

Quantity	Equipment Model and Description	Serial Number
16	Ricoh Copiers	See Schedule A

Equipment to be new unless otherwise noted as: used _____reconditioned

2. Transaction Terms

Amount of Monthly Payment \$ 3,317.00 MAINTENANCE INCLUDED: YES NO
 Equipment Location (if different from above) _____
 Lease Term 60 Months Monthly payment includes 54,600 copies/impressions per month.
 Amount of Advance Payment(s) Collected \$ 3,317.00 Overages billed Monthly Quarterly at \$ _____ per copy/impression
 No Advance Payment 1st Advance Payment 1st & Last Advance Payments

Your payments shown above may not include any applicable tax. If any taxes are due, you authorize us to pay the tax when it is due and agree to reimburse us by adding a charge to your monthly payment. You authorize us to insert or correct missing or incorrect information on the Lease; we will send you notice of such changes. You authorize us to increase or decrease your payment by not more than fifteen percent (15%) to reflect changes in the price of the equipment or the payment of taxes. Payments will be applied first to past due balances, taxes, fees, and late charges, and then to the current amount due.

You agree to all the terms and conditions shown above and on the reverse side of this Lease, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement between you and us. Terms or oral promises which are not contained in this written Lease may not be legally enforced. You also agree that the Equipment will not be used for personal, family, or household purposes. You acknowledge receipt of a copy of this Lease.

This Lease is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

This Lease may not be terminated early.

Lessor: **PARAMOUNT LEASING**

By [Signature]
 (Authorized Representative)
 Accepted on behalf of Lessor on 4-17-15
 (Date)

Lessee: County of Hockley
 (Legal name of corporation, partnership, limited liability company or business)
 By [Signature]
 (Lessee must be signed by an authorized corporate officer, partner, manager or member, or proprietor)
 Print Name of Signer: LARRY SPROWLS
 Title: HOCKLEY COUNTY JUDGE

You agree that a facsimile copy of this Lease bearing signatures may be treated as an original.

Guaranty

In this guaranty, you means the person making the guaranty, and we, us, and our refer to the Lessor indicated above. You guarantee that the Lessee will make all payments and pay all the other charges required under the Lease/Rental Agreement and under any other agreement now or hereafter entered into between the Lessee and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Lessee and you will still be responsible for those payments and other obligations.

We do not have to notify you if the Lessee is in default. If the Lessee defaults, you will immediately pay in accordance with the default provisions of the agreement(s) all sums due under the terms of the agreement(s) and you will perform all other obligations of Lessee under the agreement(s). You will reimburse us for all the expenses we incur in enforcing any of our rights against the Lessee or you, including attorney fees. THE SAME STATE LAW AS THE AGREEMENT WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE AGREEMENT. You agree to waive your right to a trial by jury in an action between you and us.

I authorize you to obtain and update my personal credit information from any consumer credit reporting agency or other source in connection with your acceptance of the written Personal Guaranty.

Personal Guaranty:

By _____, Individually
 Print Name _____

Personal Guaranty:

By _____, Individually
 Print name _____

Equipment Acceptance

Lessee hereby acknowledges receipt of the Equipment described in this Lease to be fully operational and satisfactory for all purposes of this Lease. You agree to make all payments when due without regard to performance of equipment.

Date of delivery 4-6-15 & 4-17-15

Signature [Signature] Date 4-17-15
 Print Name LINDA BARNETTE Title Auditor

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