

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 18TH day of January, 2016 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, January 11, 2016.
2. Read for approval all monthly bills and claims submitted to the court and dated through January 18, 2016.
3. Hear Public Assistance monthly report.
4. Consider and take necessary action to approve the Memorandum of Understanding between the Health & Human Services Commission and Hockley County.
5. Consider and take necessary action to approve the Memorandum of Understanding between Hockley County and Managed Care Center for Addictive/Other Disorders, Inc.
6. Consider and take necessary action to approve refunds for ad valorem taxes.
7. Consider and take necessary action to approve a road crossing for Windstream Communications on Kingfisher Road.
8. Discussion with Paul Dunn concerning Hockley County Emergency Management.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 15TH day of January, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 15TH day of January, 2016.

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

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

JAN 15 2016

Irene Gumula
County Clerk, Hockley County, Texas

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SPECIAL MEETING
JANUARY 18th , 2016

Be it remembered that on this the 18th day of January A.D. 2016, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter (ABSENT)	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 Thrash, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 11th day of January, A.D. 2016, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through January 25th , A. D. 2016, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger , 3 Votes Yes, 0 Votes No, that Commissioners' Court grant permission and authority to Windstream Communications on Kingfisher Road to lay, construct, operate and maintain buried phone lines transporting phone service under and across county roads, situated in Commissioners Precinct No. 1, Hockley County, Texas as set forth in the below recorded Petition, Exhibit and Order of the Court.

PETITION

Comes now, the Petitioner, Windstream Comm, a corporation of the State of Texas, and petitions this Honorable Board for the right and authority to lay, construct, operate and maintain buried phone lines under and across certain county roads situated in Hockley County, Texas, which said buried phone lines are to be used for the purpose of transporting phone service 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 phone lines 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 phone lines undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said phone lines undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each phone lines undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said phone lines 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 phone lines are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said phone lines 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 phone lines 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 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 phone lines 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 13th day of January, 2016.

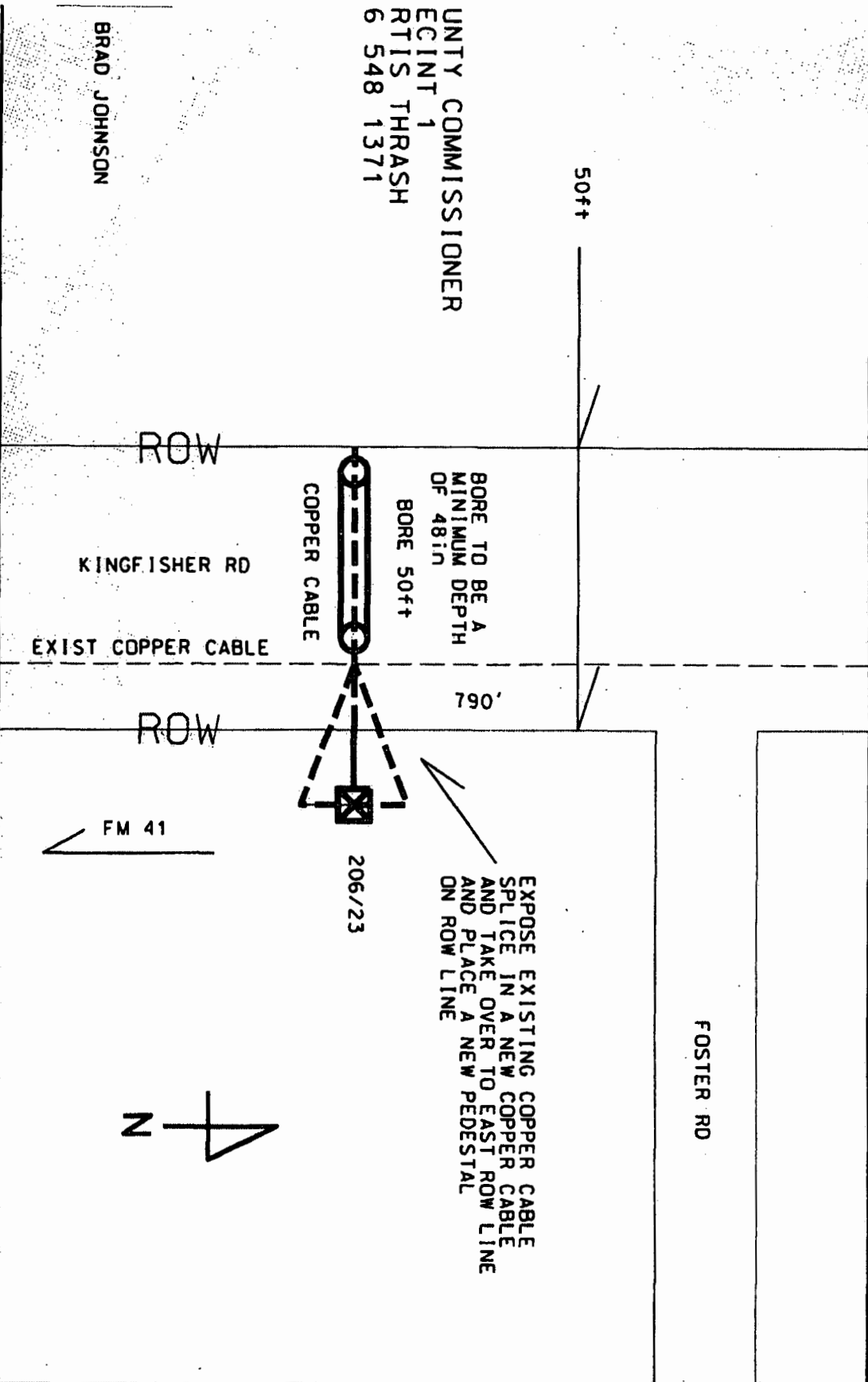
BY Raymond Smith VOL. 63 PAGE 314

UNTY COMMISSIONER
 ECINT 1
 RTIS THRASH
 6 548 1371

BRAD JOHNSON

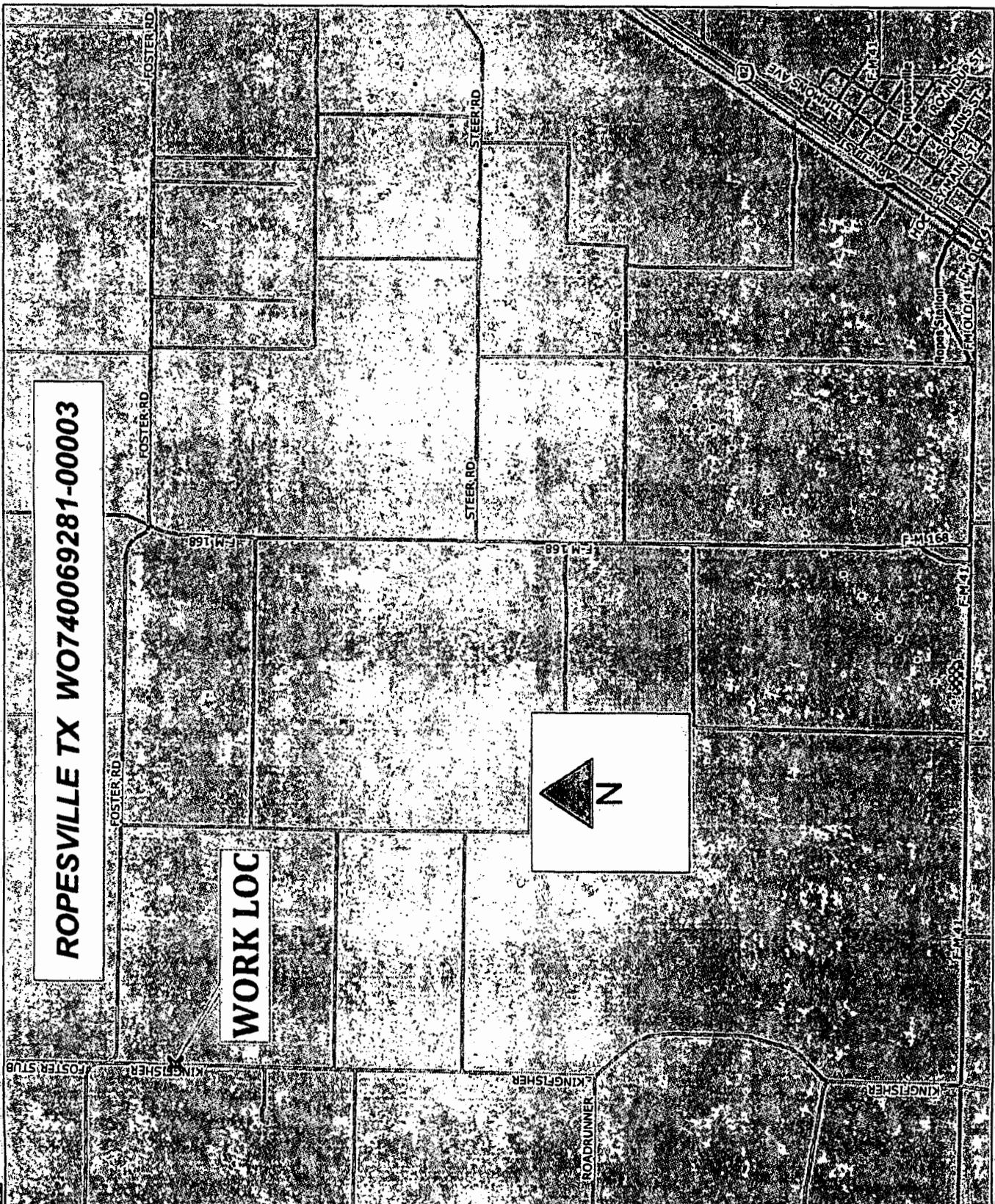
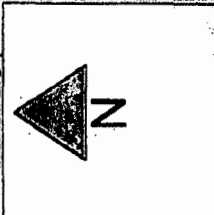
50ft+

0069281-00003	Exchanger District	Ropesville Texas TX2 TEXAS WEST	Cut Sheet Req: <input type="checkbox"/>	Job Title: DOR BRAD JOHNSON	
1/13/2016	Revision #1	08/08/2016	Permit Req: <input checked="" type="checkbox"/>	Project Manager: Bobby Wood 806 679 5928	
David K. Pickett 5637-7681	Revision Dates	08/08/2016	Mop Req: <input type="checkbox"/>		
	Sheet 1 of	1	Joint Work Req: <input type="checkbox"/>		



ROPESVILLE TX WO740069281-00003

WORK LOC



Scale 1 : 25,000

1" = 2,083.3 ft Data Zoom 13-0

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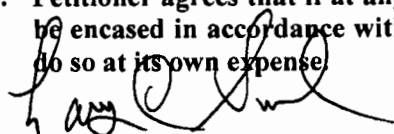
BEFORE THE HONORABLE BOARD OF COUNTY COMMISSIONERS
HOCKLEY COUNTY, TEXAS

IN THE MATTER OF THE APPLICATION OF WINDSTREAM COMMUNICATIONS 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 WINDSTREAM COMMUNICATIONS, 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 buried cable across certain county roads situated in Hockley County, Texas, 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, WINDSTREAM COMMUNICATIONS is hereby granted permission and authority to lay, construct, operate and maintain buried cable 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 buried cable undercrossings cause the very minimum of inconvenience and obstruction of public travel along said roads, and, further, shall operate and maintain said buried cable undercrossings in a manner so as not to inconvenience, endanger or obstruct public travel along said roads.
2. Upon the completion of each buried cable undercrossing constructed hereunder Petitioner shall immediately backfill, re-construct and replace the portions of the roads across which said buried cable 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 buried cable are maintained and operated under said roads Petitioner shall be responsible for doing any work which, due to the existence of said buried cable 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 buried cable 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 buried cable 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.



County Judge



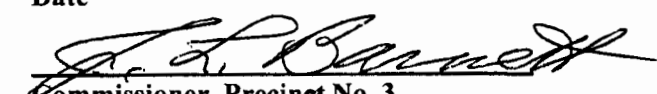
Commissioner, Precinct No. 1



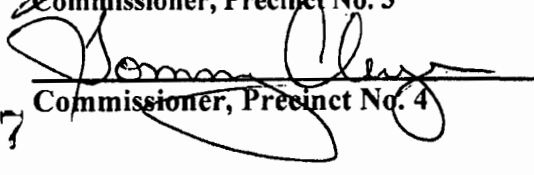
Commissioner, Precinct No. 2

1-18-2016

Date



Commissioner, Precinct No. 3



Commissioner, Precinct No. 4

Rebecca Currington, Public Assistance reported her December 2015, monthly approvals and denial request for Public Assistance, as per Report recorded below.

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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 December 2015.

APPROVED APPLICANTS

<u>APPLICANT</u>	<u>PHYSICAL ADDRESS</u>	<u>TOWN</u>	<u>REQUEST</u>	<u>AMOUNT</u>
Brandi Dunn	112 Badger, Sp. 3	Levelland	Electric	\$61.17

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>
Amy Reyes	107 - 11 th St	Levelland
Chris Clark	209 Cactus Dr.	Levelland
Catherine Biddle	500 Tim St., #10	Levelland

Motion by Commissioner Clevenger, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioner's Court approve the Memorandum of
Understanding between the Health & Human Services Commission and Hockley County, as
per Memorandum recorded below.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
Hockley County
FOR
Online Community-Based Application Assistance Services through the
YourTexasBenefits.com
For
Supplemental Nutrition Assistance Program, Temporary Assistance for
Needy Families, Medicaid, CHIP, Long-Term Care Services programs**

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

I. PURPOSE

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

II. GOALS

The Online Application Assistance project aims to:

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

III. AUTHORITY

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

IV. AGREEMENT

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

V. PARTNER LEVELS

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

Level I CP (Self Service Site)

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

Level II CP (Assistance Site)

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

recipient on an HHSC approved form. In providing Level II Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC. The CP may not access information from the "YourTexasBenefits.com" website for the benefit of the CP.

VI. HHSC STATEMENT OF DUTIES:

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

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

VII. CP STATEMENT OF DUTIES:

Service Duties.

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

- At no cost, provide applicants and recipients access to a computer with an Internet connection; and assist applicants and recipients in applying for the HHSC social service programs if the CP provides Level II assistance services;
- Prominently display appropriate HHSC benefit materials such as HHSC signage, applications, brochures, etc.;
- Ensure all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP in providing Services, are trained and annually retrained on use of the Your Texas Benefits online application web site, Application/Case assistance for Level II services (as applicable), general information about the HHSC benefit programs, information security, confidentiality and any other appropriate training determined necessary by the HHSC;
- Refer people to other public assistance programs, as available;
- Allow the HHSC access to monitor partner sites and activities for compliance to the rules of this MOU;
- For Level II CPs, the CP will obtain applicant consent on a signed and valid H0926-CP-AA/H0926-CP-CA, Sharing Facts About Me and My Case form. ; and
- Retain records for seven years of applicant consent and lists of employees, volunteers or staff authorized to access or assist applicants to access the yourtexasbenefits.com Self Service Portal.
- **Compliance Duties.**
- To the extent applicable, the CP is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.
- To the extent applicable, the CP agrees to assure each of its employees, agents, volunteers or subcontractors who provide Services under the MOU are properly licensed, certified, and/or

have proper permits to perform any activity related to the Services and will monitor to ensure all trainings and certifications requirements are met.

- To the extent applicable, the CP warrants that the Services comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify the HSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with the CP's failure to comply with or violation of any such law, regulation, code, ordinance, or policy.
- The CP will monitor all staff that have access to confidential information and ensure that all confidential information is accessed only with signed client consent. The CP will retain the signed H0926-CP-AA/H0926-CP-CA, Sharing Facts About Me and My Case client consent form for seven years. It is a breach of the Agreement and a breach of confidential information for any person other than the client, to access confidential information without such signed consent.

Security and Confidentiality Duties.

- Neither the CP nor the HSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq., and regulations adopted under that act. The CP is solely acting on behalf of the people it provides Level II Services to, based on the consent of those individuals described above.
- The CP acknowledges that the information it receives based on individual consent for assistance for Level II services is highly confidential and sensitive. Certain HSC information may also be highly confidential. The CP agrees that the CP, its staff, employees, agents, volunteers and subcontractors providing Services on the CP's behalf under this agreement will treat all individual and HSC information received as confidential to the extent that confidential treatment is provided under law and regulations if held by the HSC.
- The CP will access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose confidential information only in a secure fashion. For purposes of this Agreement, a secure fashion means that the confidential information is rendered unusable, unreadable, or indecipherable to unauthorized persons by either encryption or destruction such that the confidential information cannot be read or otherwise reconstructed. For example the CP will require and ensure all browser activity and history be cleared and deleted between each applicant or recipient the CP assists under Level I or Level II Services, and all paper copies of applicant or recipient information is adequately private and secure.
- The CP will immediately report to the HSC any actual, potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of confidential information, which has the potential for jeopardizing the confidentiality, integrity or availability of the confidential information (collectively an "incident"). The CP will cooperate fully with the HSC in addressing any such unauthorized acquisition, access, use or disclosure, or suspected or potential unauthorized acquisition, access, use or disclosure of confidential information to the extent and in the manner determined by the HSC. The obligation of the CP in this regard begins at the discovery of an incident and continues as long as related activity continues, until all effects of the incident are mitigated, to the HSC's satisfaction.
- The CP will ensure its officers, directors, employees, agents, subcontractors and volunteers are adequately trained and educated and periodically retrained on the importance of protecting confidential information and promptly reporting any incident.
- The CP acknowledges any and all unauthorized disclosures or uses of applicant and recipient confidential information or the HSC's confidential information may cause immediate and irreparable harm to individuals or the HSC and may constitute a violation of State or federal laws. If the CP, its employees, volunteers, subcontractors, or agents should use or disclose such confidential information to others without authorization, the HSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

VIII. CIVIL RIGHTS:

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.); and
 - The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
 - To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
 - The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
 - The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.
 - The CP must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

IX. MUTUAL RESPONSIBILITIES:

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

X. TERM OF AGREEMENT:

This MOU is effective from execution through and may be extended by mutual agreement.

XI. TERMINATION OF AGREEMENT:

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

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

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

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

XII. NOTICES:

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

To the CP:

Hockley

811-B

LEVELLAND,

Telephone:

Telefacsimile:

E-Mail: lsprowis@hockleycounty.org

TEXAS,

County
Austin
79336
(806)894-4264
(806)894-2494

To the HHSC:

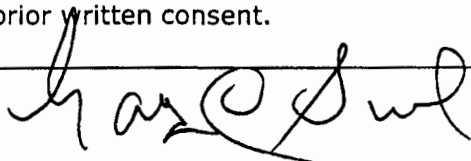
Texas	Health	and	Human	Services	Commission
Allyne			L.		Harper
909	W45th	Street,	Bldg.	5,	MC: 2077
Austin,			Texas		78751
Telephone:					512-206-4608
Telefacsimile:					512-206-5538
Email: allyne.harper@hhsc.state.tx.us					

XIII. GENERAL TERMS:

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

XIV. ASSIGNMENT:

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

	<u>County Judge</u>
CBO Signature	Title

1-18-16
Date

Motion by Commissioner Thrash, seconded by Commissioner Barnett
3 Votes Yes, 0 Votes No, that Commissioner's court approve the Memorandum of
Understanding between Hockey County and Managed Care Center for Addictive Other
Disorders, Inc, as per Memorandum recorded below

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LEVELLAND COMMUNITY OUTREACH CENTER INC.

802 Houston, Suite 114

811 B Austin Levelland, Texas 79336

PHONE (806) 894-2484 FAX (806) 894-2494

MEMORANDUM OF UNDERSTANDING BETWEEN HOCKLEY COUNTY AND
MANAGED CARE CENTER for ADDICTIVE/ OTHER DISORDERS, INC (CCP)

PURPOSE

This agreement is between Hockley County and Managed Care Center for Addictive/Other Disorders, Inc. The purpose of this agreement is to facilitate corporation between Managed Care Center for Addictive/Other Disorders, Inc. and Hockley County in the areas described below.

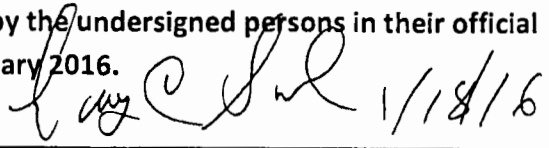
Managed care agrees that they will only be allowed to use space available in Levelland Community Outreach's Office per the discretion of the LCOC Program Coordinator. In addition Managed Care will not have a key to the building and will not be allowed to use the office when the Program Coordinator is not present. Fee for use of the office is \$00.00 (in Kind)

Hockley County may not be held liable by Managed Care or anyone associated with the agency for accidents, injuries or anything that might occur on Hockley County Property.

Managed Care recognizes the necessity of confidentiality due to the nature of business of both LCOC and adjoining offices.

The Memorandum of Understanding will be reviewed annually and be amended in writing upon mutual agreement. Either party may terminate this Memorandum of Understanding upon thirty days' notice. This Memorandum of Understanding remains in effect until termination.

This Memorandum of Understanding is executed by the undersigned persons in their official capacities to be effective on the 1/18/16 day of January 2016.

 1/18/16

Susan Lilly, LPC, AADC DATE

DATE

Executive Director

Hockley County

Motion by Commissioner Barnett, seconded by Commissioner Clevenger
3 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund
in the amount of (\$1401.38) to 3 R Oil Co., approve the tax refund (\$692.32)
to Randall J & Autumn A Beasley, approve the tax refund in the amount of (\$1025.93) to
Randall J & Autumn A Beasley, approve the tax refund in the amount (\$796.70) to Marion &
Bobby Moore, approve the tax refund in the amount of (\$632.00) to Darlene Dillon
as per Debra Bramlett, Tax Assessor/Collector.
Discussion with Paul Dunn concerning Hockley County Emergency Management.

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 18th
day of January, A. D. 2016, was examined by me and approved.

Curtis Thauer
Commissioner, Precinct No. 1

S. L. Barnett
Commissioner Precinct No. 3

Absent
Commissioner, Precinct No. 2

Tommy Clever
Commissioner Precinct No. 4

Ray Q. Smith
County Judge

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

