

Blanco County Commissioners' Court

8-Mar-16

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	55,359.52
015	Road & Bridge Fund	5,936.03
017	Records Mngmnt Clerk	150.00
041	DC Record Preservation	150.00
Total		61,595.55

The attached list of Claims Payable have been examined & approved for payment by the County Auditor as provided by the Texas LGC 113.064 & 113.065

Attest County Auditor: Cindy J. Dent Date 03/04/16

The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022

County Judge _____ Date _____

Commissioner Pct 1 _____ Commissioner Pct 3 _____

Commissioner Pct 2 _____ Commissioner Pct 4 _____

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
ALAMO AREA COUNCIL OF GOVERNMENTS COUNTY SHERIFF VENDOR TOTAL	57710	INV#17577 LEC	250.00 250.00
BLANCO CO CHILD PROTECTION BD JUDICIAL EXPENSES VENDOR TOTAL	57633	JURY DONATIONS 36.5	413.00 413.00
BLANCO HYDRO GAS CO. RECYCLING COORDINATOR VENDOR TOTAL	57713	ACCT#2411 RECYCLING	23.40 23.40
BLANCO REGIONAL CLINIC P.A. INDIGENT HEALTH CARE VENDOR TOTAL	57636	PATIENT #WEEEZR001	46.73 46.73
BRIGHAM INSURANCE AGENCY TAX ASSESSOR/COLLECTOR VENDOR TOTAL	57715	NOTARY SUPPLIES	23.82 23.82
CHRIS WIEMERS COUNTY EXTENSION AGENCY VENDOR TOTAL	57758	REIMBURSEMENTS	890.83 890.83
CITY OF BLANCO COURTHOUSE EXPENSES VENDOR TOTAL	57684	ACCT 16 SOUTH ANNEX	63.75 63.75
CITY OF JOHNSON CITY COUNTY SHERIFF COUNTY SHERIFF COUNTY SHERIFF COURTHOUSE EXPENSES COURTHOUSE EXPENSES COURTHOUSE EXPENSES COURTHOUSE EXPENSES COURTHOUSE EXPENSES COURTHOUSE EXPENSES VENDOR TOTAL	57692 57693 57694 57695 57696 57697 57698 57699 57700	ACCT #1317 LEC ACCT #1255 LEC ACCT #1316 LEC ACCT #73 COURTHOUSE ACCT #95 OLD JAIL ACCT #152 OLD ANNEX ACCT #1089 PCT 2 ACCT #1187 ANNEX ACCT #1186 ANNEX	51.37 332.12 587.07 208.43 75.19 75.19 75.19 51.37 9.43 1,465.36
COUNTY INFORMATION RESOURCE AGENCY COURTHOUSE EXPENSES VENDOR TOTAL	57716	INV#SOP005183	50.00 50.00
DARREN LEE UMPHREY JUDICIAL EXPENSES VENDOR TOTAL	57639	#CR01301	375.00 375.00
DOROTHY UECKER ELECTIONS ADMINISTRATOR VENDOR TOTAL	57706	EARLY VOTING	573.75 573.75
EDDIE G SHELL JUDICIAL EXPENSES VENDOR TOTAL	57637	CASE #CR01307	1,500.00 1,500.00
ELECTION SYSTEMS & SOFTWARE			

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
ELECTIONS ADMINISTRATOR VENDOR TOTAL	57638	INV #953069	47.35 47.35
ESMERALDA SMITH ELECTIONS ADMINISTRATOR VENDOR TOTAL	57705	EARLY VOTING	637.50 637.50
EXPRESS AUTOMOTIVE SERVICE COUNTY SHERIFF	57718	NV#3729220 LEC	49.18
COUNTY SHERIFF	57719	INV#3729279 LEC	46.53
COUNTY SHERIFF VENDOR TOTAL	57720	INV#3729349 LEC	46.53 142.24
GRAVES HUMPHRIES, STAHL, LIMITED COURTHOUSE EXPENSES VENDOR TOTAL	57640	REPORT #COL005 JP	1,926.23 1,926.23
GRETCHEN L. SANDERS COUNTY EXTENSION AGENCY VENDOR TOTAL	57759	REIMBURSEMENTS	241.12 241.12
GT DISTRIBUTORS, INC COUNTY SHERIFF VENDOR TOTAL	57722	INV#0564723 LEC	204.90 204.90
HAYS COUNTY TREASURER JUDICIAL EXPENSES VENDOR TOTAL	57685	JUVENILE DETENTION ALLOCATION	400.00 400.00
HILL COUNTRY CASA COUNTY ATTORNEY VENDOR TOTAL	57723	CONFERENCE REGISTRATION	50.00 50.00
HILL COUNTRY CHILD ADVOCACY CT JUDICIAL EXPENSES VENDOR TOTAL	57634	JURY DONATIONS	300.00 300.00
HILL COUNTRY HOME AND AUTO COURTHOUSE EXPENSES	57724	INV#12321-77532	116.37
COURTHOUSE EXPENSES VENDOR TOTAL	57725	INV#12321-77727	71.78 188.15
HILL COUNTRY IT COURTHOUSE EXPENSES VENDOR TOTAL	57688	INV #0000037	1,764.00 1,764.00
HILL COUNTRY REFRIGERATION, INC COURTHOUSE EXPENSES VENDOR TOTAL	57761	INV#48833 LEC	96.34 96.34
ICS JAIL SUPPLIES INC. COUNTY SHERIFF VENDOR TOTAL	57727	INV#134228 LEC	328.90 328.90
JOHNSON CITY PUBLICATIONS LP COUNTY EXTENSION AGENCY VENDOR TOTAL	57728	SUBSCRIPTION RENEWAL	33.00 33.00
JUVENILE PROBATION DEPT			

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
JUVENILE PROBATION VENDOR TOTAL	57689	FEBRUARY 2016	4,272.15 4,272.15
KIMCO SERVICES INC COURTHOUSE EXPENSES VENDOR TOTAL	57729	INV#17329 LEC	162.00 162.00
KIRK FELPS RECYCLING COORDINATOR VENDOR TOTAL	57730	FEB. STATEMENT PCT 4	187.72 187.72
LAURI HUMPHREY ELECTIONS ADMINISTRATOR VENDOR TOTAL	57707	EARLY VOTING	68.00 68.00
LEGAL DIRECTORIES COUNTY ATTORNEY VENDOR TOTAL	57731	BOOKS	84.50 84.50
LOWER COLORADO RIVER AUTHORITY COURTHOUSE EXPENSES VENDOR TOTAL	57690	INV #TWER0005073	822.20 822.20
MAEGAN JOHNSON COUNTY SHERIFF VENDOR TOTAL	57733	REIMBURSEMENT/MILEAGE	110.60 110.60
MARY K. HAGEMEIER DDS COUNTY SHERIFF VENDOR TOTAL	57732	INMATE DENTAL - LYLES	335.00 335.00
MEGAN M. KLAEGER JUDICIAL EXPENSES VENDOR TOTAL	57641	CASE #1317.1331	575.00 575.00
MIKE MEGNA EMERGENCY MANAGEMENT VENDOR TOTAL	57734	REIMBURSEMENT	117.96 117.96
MILLER UNIFORMS & EMBLEMS, INC. COUNTY SHERIFF COUNTY SHERIFF COUNTY SHERIFF COUNTY SHERIFF VENDOR TOTAL	57735 57736 57737 57738	INV#28645 LEC INV#29508 LEC INV#29147 LEC INV#34285 LEC	97.39 90.35 254.60 163.05 605.39
NATALIE WALLACE BENNETT JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES JUDICIAL EXPENSES VENDOR TOTAL	57642 57643 57644 57645 57646 57647 57648 57649 57709	CASE #CV 07940 CASE #CV 07724 CASE #CV 07790 CASE #CV 07802 CASE #CV 07802 CASE #CV 07940 CASE #CV 07836 CASE #CV 07940 CAUSE #CV 07940	356.25 273.75 187.00 225.00 393.75 112.50 262.50 412.00 375.00 2,597.75
NORTH BLANCO COUNTY EMS			

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
COUNTY SHERIFF VENDOR TOTAL	57650	PATIENT #01601221321	408.65 408.65
NORTHEAST TEXAS DATA CORP. JUSTICE OF THE PEACE PCT #1 VENDOR TOTAL	57651	JP 1 ITICKET	90.00 90.00
PAIGE WHITTAKER ELECTIONS ADMINISTRATOR VENDOR TOTAL	57704	EARLY VOTING	573.75 573.75
PAY AND SAVE INC. COUNTY SHERIFF COUNTY SHERIFF VENDOR TOTAL	57741 57742	ACCT#137002 LEC ACCT#137002 LEC	1,201.66 83.32 1,284.98
PETERSON TIRE COUNTY SHERIFF VENDOR TOTAL	57743	INV#JC7250 LEC	10.00 10.00
PURCHASE POWER COURTHOUSE EXPENSES VENDOR TOTAL	57703	ACCT #8000 9090 0697 9400	1,500.00 1,500.00
RAC, INC. COURTHOUSE EXPENSES VENDOR TOTAL	57691	INV #14740 ELEVATOR INSPECTION	175.00 175.00
ROBERT J. FALKENBERG JUDICIAL EXPENSES VENDOR TOTAL	57652	CAUSE CV #07802	367.50 367.50
SAM'S CLUB/GECF COURTHOUSE EXPENSES VENDOR TOTAL	57653	ACCT #7715 0900 6316 1954	45.00 45.00
SCOTT & WHITE HOSPITAL - LLANO INDIGENT HEALTH CARE VENDOR TOTAL	57654	PATIENT PH9089995500	90.35 90.35
SCOTT-MERRIMAN, INC DISTRICT CLERK VENDOR TOTAL	57748	INV#056762 DIST CLERK	368.67 368.67
SECRETARY OF STATE TAX ASSESSOR/COLLECTOR VENDOR TOTAL	57749	NOTARY COMMISSION	20.00 20.00
STALEY ENTERPRISES RECYCLING COORDINATOR VENDOR TOTAL	57746	INV#92427 RECYCLING	654.27 654.27
STATE COMPTROLLER JUDICIAL EXPENSES VENDOR TOTAL	57635	JURY DONATIONS (5.5)	33.00 33.00
SYSKO INC.			

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
COUNTY SHERIFF VENDOR TOTAL	57751	INV#602190944 LEC	168.67 168.67
TEXAS AGRILIFE EXTENSION SERVICE COUNTY JUDGE EXPENSES VENDOR TOTAL	57752	INV#A601365 CO JUDGE	250.00 250.00
TEXAS ASSOCIATION OF COUNTIES JUSTICE OF THE PEACE PCT #1 VENDOR TOTAL	57753	JCPA CONFERENCE - BRODBECK	200.00 200.00
TEXAS ASSOCIATION OF COUNTIES COURTHOUSE EXPENSES VENDOR TOTAL	57708	MEMBER 160 WORK COMP	12,652.00 12,652.00
TEXAS DEPT-LICENSING & REGULATIONS COURTHOUSE EXPENSES VENDOR TOTAL	57656	MAINT OF CO BLDG	20.00 20.00
TEXAS FLEET FUEL CONSTABLE PCT #1 CONSTABLE PCT #4 COURTHOUSE EXPENSES COUNTY INSPECTOR COUNTY SHERIFF VENDOR TOTAL	57762 57763 57764 57765 57766	FUEL CONSTABLE 1 FUEL CONSTABLE 4 FUEL - MAINTENANCE FUEL INSPECTOR FUEL - LEC	31.17 29.88 135.99 30.54 2,678.87 2,906.45
TEXAS WILDLIFE DAMAGE MGMT FUND COMMUNITY SERVICES VENDOR TOTAL	57760	INV#245931	1,900.00 1,900.00
TEXAS WIRELESS INTERNET COURTHOUSE EXPENSES VENDOR TOTAL	57655	PCT 1 & 4	74.95 74.95
THYSSENKRUPP ELEVATOR COURTHOUSE EXPENSES VENDOR TOTAL	57657	INV #3002420671	250.74 250.74
TIM COWART JUDICIAL EXPENSES VENDOR TOTAL	57660	CASE #CR01300	375.00 375.00
TIM IVY COURTHOUSE EXPENSES VENDOR TOTAL	57755	INV#488653 MAINT	75.00 75.00
TIME WARNER CABLE COURTHOUSE EXPENSES COURTHOUSE EXPENSES VENDOR TOTAL	57658 57659	ACCT #8260 16106 0144399 ACCT #8260 16106 0144415	664.88 1,144.96 1,809.84
TXFX MED LLC COUNTY SHERIFF INDIGENT HEALTH CARE VENDOR TOTAL	57701 57702	JAIL INDIGENT	1,057.66 383.99 1,441.65
UNIVERSITY HEALTH SYSTEM			

NAME-OF-VENDOR	DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
	INDIGENT HEALTH CARE	57661	MANDATED INDIGENT HLTH CARE	144.00
	VENDOR TOTAL			144.00
	VANA AND VANA LAW FIRM			
	JUDICIAL EXPENSES	57662	CASE TRN #9151679418	375.00
	JUDICIAL EXPENSES	57663	CASE #1310	425.00
	VENDOR TOTAL			800.00
	VERIZON SOUTHWEST INC			
	COUNTY SHERIFF	57664	830-868-7104 SHERIFF	1,005.69
	COUNTY EXTENSION AGENCY	57665	830-868-7167 EXTENSION	243.14
	STATE AGENIES SERVICES	57666	830-868-4008 ADULT PROBATION	591.26
	TAX ASSESSOR/COLLECTOR	57667	830-868-4447 TAC	153.29
	COUNTY ATTORNEY	57668	830-868-4447 CO ATTORNEY	231.48
	INDIGENT HEALTH CARE	57669	830-868-7208 INDIGENT	66.47
	COUNTY TREASURER	57670	830-868-4566 TREASURER	126.45
	DISTRICT CLERK	57671	830-868-0973 DIST CLERK	265.85
	JUSTICE OF THE PEACE PCT #1	57672	830-868-4888 JP 1	190.46
	COURTHOUSE EXPENSES	57673	830-868-2228 FAX ELEV BRK RM	302.15
	COUNTY INSPECTOR	57674	830-868-2117 OSSF	126.03
	COUNTY JUDGE EXPENSES	57675	830-868-4266 CO JUDGE	241.51
	JUDICIAL EXPENSES	57676	830-868-7986 JUDICIAL	241.48
	VENDOR TOTAL			3,785.26
	VERIZON WIRELESS			
	COUNTY SHERIFF	57681	ACCT #923407426-00001 SHERIFF	131.71
	VENDOR TOTAL			131.71
	WEST TEXAS FIRE & INDUSTRIAL SUPPLY			
	COUNTY SHERIFF	57757	INV#0135830 LEC	550.08
	VENDOR TOTAL			550.08
	XEROX CORPORATION			
	COURTHOUSE EXPENSES	57682	INV #083603558 COURTHOUSE	118.29
	COURTHOUSE EXPENSES	57683	INV #083410623 COURTHOUSE	111.07
	VENDOR TOTAL			229.36
	FUND TOTAL			55,359.52

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
BLANCO COUNTY TAX ASSESSOR-COLLECT			
R&B PCT #2	57711	PLATE#9049771 PCT 2	22.00
R&B PCT #2	57712	PLATE#9018477 PCT 2	7.50
VENDOR TOTAL			29.50
BRAUNTEX MATERIALS, INC.			
R&B PCT #1	57714	INV#77132 PCT 1	155.32
VENDOR TOTAL			155.32
EXPRESS AUTOMOTIVE SERVICE			
R&B PCT #1	57717	INV#3729268 PCT 1	46.53
VENDOR TOTAL			46.53
FASTENAL COMPANY			
R&B PCT #4	57721	CUST#TX0010732 RECYCLING	394.98
VENDOR TOTAL			394.98
HILL COUNTRY HOME AND AUTO			
R&B PCT #1	57726	INV#12321-77546 PCT 1	12.59
VENDOR TOTAL			12.59
ODIORNE FEED/RANCH SUPPLY INC			
R&B PCT #2	57739	INV#97086	21.00
VENDOR TOTAL			21.00
PATHMARK TRAFFIC PRODCT/TX INC			
R&B PCT #4	57740	INV#015887 PCT 4	3,100.90
VENDOR TOTAL			3,100.90
PETERSON TIRE			
R&B PCT #2	57744	INV#JC7003 PCT 2	7.00
R&B PCT #2	57745	INV#JC6937 PCT 2	7.00
VENDOR TOTAL			14.00
RUIZ CONSTRUCTION			
R&B PCT #1	57747	MAINTENANCE & REPAIR	450.00
VENDOR TOTAL			450.00
SEYMOURS GARAGE			
R&B PCT #4	57750	INV#20677 PCT 4	47.15
VENDOR TOTAL			47.15
TEXAS FLEET FUEL			
R&B PCT #1	57767	FUEL PCT 1	411.44
R&B PCT #2	57768	FUEL PCT 2	521.49
VENDOR TOTAL			932.93
TIM FLORES			
R&B PCT #1	57754	CONTRACT LABOR	75.00
VENDOR TOTAL			75.00
TOMMY SULTEMEIER			
R&B PCT #3	57756	INV#114999 PCT 3	360.00
VENDOR TOTAL			360.00
VERIZON SOUTHWEST INC			
R&B PCT #2	57677	830-868-4471 PCT 2	89.20

NAME-OF-VENDOR

DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
R&B PCT #3	57678	830-825-3270 PCT 3	74.19
R&B PCT #4	57679	830-833-1077 PCT 4	66.38
R&B PCT #1	57680	830-833-5331 PCT 1	66.36
VENDOR TOTAL			296.13
FUND TOTAL			5,936.03

NAME-OF-VENDOR	DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
HILL COUNTRY IT	RECORDS MANAGEMENT CLERK EXPENSES	57686	INV #0000037	150.00
	VENDOR TOTAL			150.00
	FUND TOTAL			150.00

NAME-OF-VENDOR	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
DEPARTMENT			
HILL COUNTRY IT			
EXPENSES	57687	INV #0000037	150.00
VENDOR TOTAL			150.00
FUND TOTAL			150.00

NAME-OF-VENDOR DEPARTMENT	INVOICE-NO	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL			61,595.55

COPY - Paul

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER

DATE: 2-19-16

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: PAUL GRANBERG

DEPARTMENT R+B Pct 4

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>15-570-310</u>	<u>MISCELLANEOUS</u>	<u>310</u>	<u>300.00</u>
TO: <u>15-570-314</u>	<u>ROAD SIGNS</u>	<u>314</u>	<u>300.00</u>

Reason for request:

DEPLETED SIGN LINE

Note: This change is the budget for county purposes is in accordance with 111.011
Changes in Budget for County Purposes" of the Local Government Code.

Paul Granberg
Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

Brett
Co Judge/Commissioners' Court Approval
(as needed)

AGREEMENT BETWEEN

BLANCO COUNTY

AND

Hill Country MHDD Centers

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **Blanco County** and **Hill Country MHDD Centers (the "Center")**, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, for the purpose of providing community based services currently not available to Blanco County through its present staff of employees.

WHEREAS, Hill Country MHDD Centers is the Health and Human Services Commission (HHSC)-designated mental health and/or intellectual and developmental disabilities local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and/or intellectual and developmental disabilities services for the residents of Kerr and 18 surrounding counties; and

WHEREAS, Blanco County desires to contract with the Center to provide **Telepsychiatry Services** for Blanco County Jail, and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE; in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived there from, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.
INDEPENDENT CONTRACTOR RELATIONSHIP
BETWEEN THE PARTIES**

A. Independent Contractor.

1. The relationship between the Center and Blanco County shall be that of independent Contractor.
2. It is agreed that the Center, Center's personnel, and subcontractors will not be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of Blanco County.
3. The Center understands and agrees that Blanco County:
 - a. Will not withhold on behalf of the Center any sums for income tax, unemployment insurance, social security, or any other withholding;
 - b. Will not give to the Center any of the benefits given to employees of Blanco County.

B. Professional Judgment. The Center and its personnel/subcontractors shall exercise its/their own professional judgment in the performance of services to the persons served.

II.
OBLIGATIONS OF THE CENTER

- A. Services.** The telepsychiatry services will be provided upon referral as described in section III. below.
1. **The Center shall provide the following services to Blanco County Jail:**
 - a. *Mental Health Screening* by Center's Hays County Qualified Mental Health Professional (QMHP) as soon as practicable within 48 hours for those individuals (i) with severe mental illness/emotional disturbance or deterioration of such which is not related to situational anxiety; (ii) who enter the jail with a diagnosis of major depression, bipolar disorder, or schizophrenia or who present in the jail to require ongoing treatment for such diagnoses; and
 - b. *Medication management* by a telepsychiatrist for those individuals meeting above criteria of a.(ii). and determined by the telepsychiatrist to require ongoing treatment for such diagnoses;
 - (i) during normal Clinic hours (8:00 a.m. to 5:00 p.m.) by televideo.
 - c. Rates are as follows:
 - (2) \$200 per initial video appointment; and
 - (3) \$100 per followup video appointment.
 2. The Center agrees that no person who is eligible for services under this agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing or conviction of a criminal offense.
- B. Cooperative Relationship.** Center and Blanco County staff will work in a cooperative manner with professional respect at all times.
- C. Receipts and Records.** The Center agrees to provide Blanco County upon request with original receipts for the purchases of all goods and services involving the use of Blanco County' funds as well as all other financial and supporting documents and statistical records. The Center shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to Blanco County for a period of five (5) years.
- D. Disclosure.** The Center agrees to disclose to Blanco County if it or any of its subcontractors or employees rendering services to an individual pursuant to this Agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this agreement.
- E. Immigration Reform and Control Act.** The Center agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
- F. AIDS/HIV Workplace Guidelines.** The Center agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- G. Required Reporting Regarding Licensure.** The Center agrees that it shall report to Blanco County any allegation that a professional licensed or certified by the State of Texas and employed by the Center has committed an action that constitutes grounds for the denial or revocation of the certification or licensure.

The Center will further report to Blanco County if any professional has had his/her license revoked. If the Center's employee or subcontractor has such a denial or revocation, and the Center fails to remove such employee, then this Agreement may be terminated without prior notice.

H. Reports of Abuse and Neglect. In accordance with the Texas Department of Health and Human Services Commission rules, the Center agrees to report any allegations of abuse and neglect to:

The Department of Family and Protective Service 1-800-647-7418

I. Confidentiality of Records of Individuals Served by this Agreement.

1. The Center agrees to keep all protected health information of clients confidential in accordance with all applicable state and federal laws, statutes, and regulations protecting the confidentiality of such information, including 42 C.F.R. Part 2 and 45 C.F.R. 160 and 164, as amended.
2. The Center agrees to institute appropriate procedures for safeguarding protected health information of clients. The term "protected health information" includes, but is not limited to, any information that identifies or could be used to identify an individual, whether oral or recorded in any form, that relates to: the past, present, or future physical or mental health or condition of the individual; the provision of health care to the individual; or the payment for the provision of health care to the individual. The term includes, but is not limited to: an individual's name, address, date of birth, or Social Security number; an individual's medical record or case number; a photograph or recording of an individual; statements made by an individual, either orally or in writing, while receiving services from or through a component; any acknowledgment that an individual is receiving or has received services from or through a component; direct identifiers of relatives, employers, or household members of the individual; and any information by which the identity of an individual can be determined either directly or by reference to other publicly available information.

J. Access. Pursuant to Health and Safety Code 534.060, The Center agrees to allow Blanco County, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Center, as necessary, to enable the HHSC or Blanco County to audit, monitor, and review all financial or programmatic activities in services associated with this agreement.

K. Retention of Records. The Center agrees to retain all records pertinent to the Agreement for a period of five (5) years.

L. Quality Management and Monitoring. The Center agrees: a) to conduct quality management activities including organizational self-assessments and measures of satisfaction as specified by Blanco County; b) to comply with utilization management requirements as specified by Blanco County; and c) to comply with Blanco County's monitoring procedures, including submission of reports and data and other information requested by Blanco County.

M. Criminal History Clearances. The Center agrees to provide sufficient information to Blanco County to enable Blanco County to know that the Center's employees/subcontractors are "cleared" to provide services under this Agreement, pursuant to Texas Health and Safety Code, Chapter 533.007 and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 404, Subchapter H.

If an employee or subcontractor of the Center has a criminal history relevant to his or her employment,

then the Center will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from providing services under this Agreement.

III. RESPONSIBILITIES OF BLANCO COUNTY

A. Payment. In consideration of the obligations undertaken by the Center, Blanco County agrees to pay the Center in accordance with the fee schedule in II.A.d. above. Payment will be made by Blanco County to the Center based on approved claim form providing necessary information related to the delivery of services. Blanco County will pay the Center as promptly as possible, but no later than 30 days from the last day of a service or service period.

Payment for services is conditioned upon the Center completing the documentation necessary for Blanco County to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet standards, reporting requirements and rules set forth by HHSC and Blanco County.

B. Telepsychiatry Equipment. Blanco County will provide solely at its expense necessary equipment at its location for provision of telepsychiatry services. Any change in equipment utilized for the delivery of telepsychiatry services must be coordinated between the Center's Information Technology Department and Blanco County's Information Technology Department to ensure compatibility.

C. Referral Procedure. Blanco County jail personnel will first contact the Center for mental health screening by a QMHP to determine appropriateness for referral to telepsychiatrist.

1. Appropriate referrals are those individuals exhibiting behaviors determined by the QMHP in a mental health screening:
 - i. to have a high likelihood of resulting from severe mental illness/emotional disturbance or deterioration of such and not related to situational anxiety; or
 - ii. who enter the jail with a diagnosis of major depression, bipolar disorder, or schizophrenia or who present in the jail to require ongoing treatment for such diagnoses; and
2. Jail personnel should transmit all necessary medical documentation to Center prior to the telepsychiatry appointment occurring.
3. Jail personnel will be available to consult by telephone with Center staff or the telepsychiatrist.

D. Cooperative Relationship. Center and Blanco County staff will work in a cooperative manner with professional respect to Center staff at all times.

IV. INSURANCE

A. The Center agrees to maintain and to cause its personnel, including subcontractors, providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, including subcontractors, policies of general and professional liability insurance coverage in order to insure the Center against any claim of damages arising in connection with the Center's responsibilities or the responsibilities of the Center's personnel or subcontractors under this Agreement.

- B.** The Center shall furnish copies of all the above-described insurance policies and a certificate of insurance to Blanco County upon request. All such insurance shall be secured and maintained with reputable insurance company or companies. Blanco County may withhold payments under the terms of this Agreement until the Center furnishes Blanco County copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

**V.
INDEMNIFICATION**

The Center hereby agrees to the extent permitted under the laws of the State of Texas to indemnify and hold harmless Blanco County, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of the Center's obligations under this Agreement, whether by the Center, its directors, officers, employees, or agents.

Blanco County hereby agrees to the extent permitted under the laws of the State of Texas to indemnify and hold harmless the Center, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of the Blanco County's obligations under this Agreement, whether By Blanco County, its directors, officers, employees, or agents.

**VI.
TERM AND TERMINATION**

- A. Term.** The term of this Agreement is February ____, 2016, through September 30, 201 ____, unless canceled by either party in accordance with the below provisions.
- B. Immediate Termination.** Either party may terminate this Agreement immediately if such party (a) does not receive the funding to pay for designated services under this Agreement; (b) has cause to believe that termination of the Agreement is in the best interests of the health and safety of persons served under this Agreement; (c) has become ineligible to receive funds from the other; or (d) or its employees/subcontractors performing under this Agreement has its/their Texas license or certification suspended or revoked.
- C. Termination without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

**VII.
MISCELLANEOUS**

- A. Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the American

with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these act.

- B. Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Center and Blanco County.
- C. Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- D. Additional Requirements.** If the Center is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlement, or plans, and compliance results in a material change in the Center's rights or obligations under the Agreement or places a significant financial burden on the Center, the Center may, upon giving 60 days' notice of such intention, be entitled to renegotiate the agreement.
- E. Governing Law and Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Kerr County, Texas.
- G. Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
- H. Contract to Bind Parties.** This agreement is not binding upon either party unless and until it has been executed by both the Center and Blanco County.
- I. Parties' Authority.** The person or persons executing and signing this Agreement on behalf of Blanco County and the Center guarantee that they have been fully authorized by their respective entities to execute the agreement and to legally bind the parties to all the terms and provisions of the Agreement.

Blanco County

Hill Country MHDD Centers

By: Judge Brett Bray

By: Ross C. Robinson, Executive Director

Date: _____

Date: _____



Southern Health Partners

Your Partner In Affordable Inmate Healthcare

January 27, 2016

Sheriff Bob Morgan
Blanco County Sheriff's Office
400 S US Highway 281
Johnson City, Texas 78636

Dear Sheriff Morgan

Southern Health Partners, Inc. (SHP) would like to thank you for the opportunity to offer a proposal to provide medical care for inmates at the Blanco County Jail. After understanding needs for a high-quality, cost-effective medical program, we have prepared the attached terms for your consideration. While reviewing our pricing, please keep the following in mind:

- Established in 1994, SHP has over 21 years of **proven performance** providing full services medical programs in city and county jail facilities.
- Our senior leadership team members have over 150 years combined experience in law enforcement, jail operations, and inmate medical care. Our operational managers are all Certified Correctional Healthcare Professionals (CCHP).
- We are currently contracted to manage medical care in more than 220 facilities in 13 states.
- We currently manage inmate medical programs in 19 facilities in the State of Texas.

We want to work with Blanco County and would be happy to discuss this proposal or provide more detailed information on our program. Please feel free to contact me by phone (423) 553-5635 ext 14, or by e-mail at cassie.womack@southernhealthpartners.com. You may also contact Tim Quintana at (972)658-0617.

Sincerely,

Cassie Womack
Business Development Manager

cc: Jennifer Hairsine, President and Chief Executive Officer
Lacey Lafuze, Vice President and Controller
Tim Quintana, Marketing Representative

PROPOSAL TERMS – BLANCO COUNTY, TEXAS

These terms are general considerations for Blanco County. We have based these terms on information provided to us regarding your current program and our experience in like-sized facilities. Please know these terms are not binding, and should an agreement be entered into, additional clarification will be provided within contract terms.

Pricing Summary – 20 ADP			
ADP	20	Monthly Pricing	\$4,000
ADP Per Diem	\$1.25	Total Annual Pricing:	\$48,000

Pricing Summary – 30 ADP			
ADP	30	Monthly Pricing	\$4,245
ADP Per Diem	\$1.25	Total Annual Pricing:	\$50,940

Pricing Summary – 40 ADP			
ADP	40	Monthly Pricing	\$4,490
ADP Per Diem	\$1.25	Total Annual Pricing:	\$53,880

Nurse Staffing	Includes 10 hours a week nursing coverage LVN Medical Team Administrator, 10 hours per week, flexible schedule. <i>Excludes SHP corporate holidays and reasonable time off for illness or vacation.</i> <u>The cost to increase weekly nursing coverage to 15 hours would be \$7,704 a year (\$642 per month) to any of the above listed pricing summaries.</u> With either staffing schedule, If additional staffing hours beyond the contracted amount are required by the County and/or worked by SHP medical staff member(s) on-site, the cost of this staff time will be billed back to the County, without markup, at the hourly rate of the staff member.
Provider Staffing	Physician/Provider visits on monthly basis. 24/7 on-call to nursing staff.
Mental Health Services	Management of most non-emergent mental health issues inside the jail. Outside referrals for treatment plans.
Officer Training	Upon request, will provide officer training in the jail on various topics of health services.
Medical Records	SHP will act as the Records Custodian from the start of a contract. Optional Electronic Medical Records (EMR) system pricing can be provided upon request from the County.
Insurance	Professional Liability of \$1 million / \$5 million. County will be named as additional insured. SHP will indemnify and hold harmless the County for liabilities concerning our medical care responsibilities.
No Fault Termination	All contracts have either a 60 or 90 day no fault termination clause.
SHP Base Costs	SHP includes these costs as part of our base fees – we do not put them in the cost pool structure as other companies may do. Routine Prescription Medications; Nurse and Provider Staffing costs; Medical and Office Supplies; Over the Counter medications; Clinical on-site lab services; Program professional liability insurance; Medical Waste Removal for medical service program; all administrative services for SHP program; Officer Training.

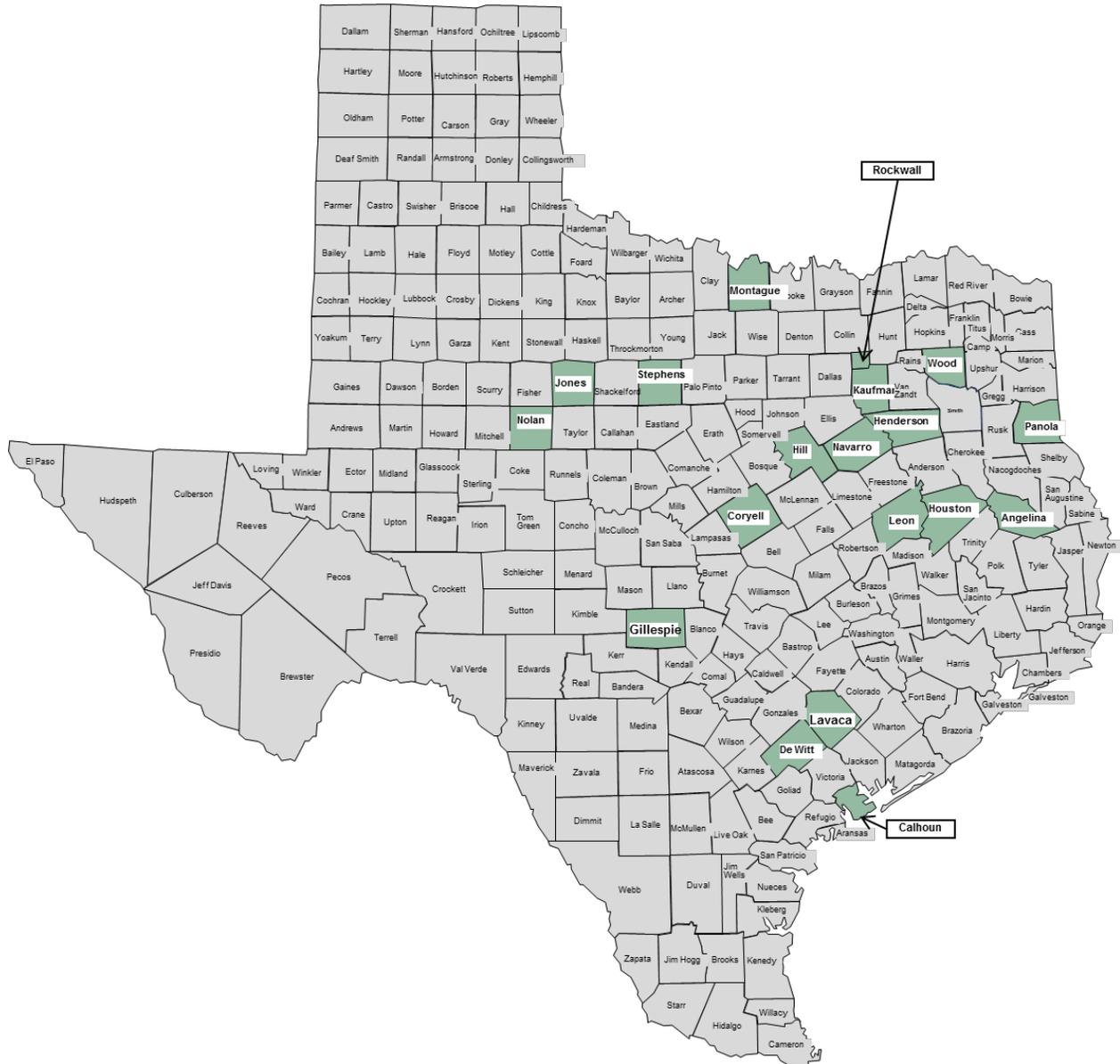


<p>County Cost Responsibility</p>	<p>As noted above, SHP will be responsible for Routine Prescription Medications. However, non-routine medications (such as prescription medications for HIV+/AIDS, renal failure, hepatitis, cancer, MD, MS, hemophilia, Crohn’s disease and tissue/organ rejection) would be the responsibility of the County.</p> <p>The County would also be responsible for, on/off-site x-rays; on/off-site dental care; and all other outside medical and mental health services not performed on-site.</p>
<p>Policy and Procedure for Inmate Healthcare Services</p>	<p>SHP will develop a site specific manual for use by medical staff on-site. SHP would also assist the county in review of the County manual to ensure no contradictions. We comply with individual state standards as well as the NCCHC standards.</p>
<p>Future Years’ Pricing</p>	<p>If contracted for more than 1 year, SHP would offer a fixed 2% increase in each of the next 2 years.</p>

SHP Working Terms:

- We allow a 72-hour window to see inmates with non-urgent complaints.
- A formal sick call request form is required from the inmate unless it is an emergency.
- Officers must be present when an inmate is with the nurse, and close security is required for any nurse in the housing areas. We must allow the nurse to determine if an area is secure.
- We will administer special diets for a confirmed medical need, or if ordered by our physician. We require authorization and cooperation from staff to order these when necessary.
- A co-pay system for nurse visits must be in place, or there must be a willingness to implement an inmate co-pay system within 30 days of start-up. SHP is involved in this for record-keeping purposes only.
- We take no responsibility for routine healthcare of officers, and we only treat officers in emergency situations until an ambulance arrives.
- We will offer to administer TB screening at our expense, and any vaccines to officers of the jail if supplied by the County. We do not keep records on this, but will complete any forms as required for the County's records.
- For certain inmate medical situations which arise, and under agreement by the Sheriff and SHP, the cost of additional nurse staffing hours on shifts not normally covered by SHP can be billed as an extra expense to the County.
- Decisions involving the exercise of medical and/or dental judgment will be the responsibility of SHP. However, we encourage the Sheriff’s staff to err on the side of caution in an Emergency, and we do not have to be consulted before calling for an ambulance or sending an inmate to the Emergency Department.
- We offer training for officers on various topics, at no charge to the County. All training must be requested by the County with 30 days advance notice to SHP.
- We will need a high-speed internet connection to be provided by the County.
- SHP will be responsible for disposal of all hazardous waste resulting directly from our program, but not all of the waste from the jail.

Current Texas Facilities:





COUNTY INFORMATION RESOURCES AGENCY SERVICES AGREEMENT

This Services Agreement is entered into between the County Information Resources Agency (CIRA) and the undersigned local government or governmental entity (Member), effective _____, 20__.

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body approved execution of a Services Agreement with CIRA on _____, 20__.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines adopted by CIRA and maintained on the CIRA website at www.cira.state.tx.us. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or

review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service, nor will CIRA monitor or attempt to control your content.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason**. If a User believes that the security of a password has been compromised, it is the User's your responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with CIRA policies or guidelines causes damage to a CIRA or third-party account, another Member, or CIRA servers or systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member represents that it has the authorization necessary for hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.6.3 Internet Protocol numbers and addresses. CIRA will maintain and control all Internet Protocol (IP) numbers and addresses that CIRA may assign to Member, including the right to change or remove an IP number and address.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or

interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the

extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contactors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

To CIRA:

The County Information Resources Agency

c/o Texas Association of Counties

1210 San Antonio Street

Austin, Texas 78701

Attn: Joel Green, CIRA Manager

joel.green@cira.state.tx.us

To Member:

To the Member Contact specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is

less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Local Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to a Local Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Local Administrator.

Responsibilities of the Local Administrator include:

- 2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.
- 2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.
- 2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password
- 2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.
- 2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.
- 2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.
- 2.6.8 Configuring email programs on a Member's computers as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit B and delivering it to the Member's Local Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on the CIRA website at www.cira.state.tx.us.

2.8 Email security.

- 2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.
- 2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are

strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to tell anyone, including CIRA representatives, an email password.

2.8.4 The CIRA email system will require each User to change their email password at least twice a year. Member understands and agrees that access to the email system will be denied by CIRA until an expired password is changed.

2.8.5 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.6 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit C. For example, the standard format for a county's Internet domain name is www.co. [county name].tx.us.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's server to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit A.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website accessibility and Service interruption.

Except as provided below, CIRA will ensure that Member's website is accessible to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website accessibility or Service. Additionally, equipment failure may cause a temporary loss of website accessibility or Service. Member agrees that CIRA is not liable for any loss or interruption of website accessibility or Service regardless of the cause of interruption.

3.6 Content posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit A. If Member will determine website content and post directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

EXECUTED effective as of the date specified above:

COUNTY INFORMATION RESOURCE AGENCY

By: _____
Gene Terry, Executive Director
Texas Association of Counties

Date: _____

MEMBER:

By: _____

Date: _____

[printed name]

[title]

MEMBER'S CONTACT:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

MEMBER'S LOCAL ADMINISTRATOR:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Exhibit B: Email Terms and Conditions; Individual User's Agreement.

As a condition of receiving access to the email Service provided by the County Information Resources Agency (CIRA), I understand and agree that:

1. I must comply with CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the CIRA website:
www.cira.state.tx.us;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by CIRA's email terms and conditions may result in CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person **for any reason**
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact CIRA to request that my password be reset.

SIGNED the ___ day of _____, 20__.

USER:

Printed Name: _____

Title: _____

Email address: _____

Version: [date]

Exhibit C: Internet Domain Name Authorization Form for a County.

<Insert Date>

Dear Joel Green:

On behalf of <insert county name> County, Texas, I hereby authorize the County Information Resources Agency (CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized Joel Green to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of the Texas Regional Hostmaster as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact: Joel Green
County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: admin@cira.state.tx.us

Technical Contact: Joel Green
County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: admin@cira.state.tx.us

Sincerely,

<insert signature block>

Exhibit A: Email & Website Services Pricing

Email Services:

Standard Email Service

\$2.00 per basic email account, per month

- Rackspace hosted email
- Flexible use of accounts- can easily be configured to use on cell phones, tablets, 3rd party email programs (Outlook, Windows Live Mail, Mozilla Thunderbird, etc.)

Ex: *Member "A" has 40 email accounts. They would receive an invoice for \$80.00/month for email service.*

Hosted Microsoft Exchange Email Service

\$10.00 per Exchange email account, per month

- Microsoft Exchange hosted email
- Easily share calendars and folders using Outlook. Easy mobile device integration.

Additional Email Service:

Mobile Sync: \$1.00 extra per email account

- Allows Users the ability to sync Email, Calendar & Contacts from their webmail to their iPhone, Android or Windows Mobile Device.
(Automatically included for an Exchange email account)

Websites Services:

1. Standard Website Package: \$550.00

- Predesigned template with colors, logo and Member name inserted into header
- netStartClass Content Management System / calendar
- project setup
- 1 year web hosting included (annual recurring web hosting fee \$550.00)

2. Custom Website Package: \$3995.00 & up

- Custom designed templates for Member website
- netStartEnterprise Deluxe Content Management System

- project setup
- online training session for content managers
- Optional CMS modules available (blogs, database module, custom site search engine, mobile website, etc.)
- 1 year hosting included (annual recurring web hosting fee \$1,050.00)
- One-time fee starting at \$3995.00 to create the custom website

Additional Website Services:

Website Maintenance

- \$500.00 a year - CIRA maintains the Member's website. Based on information provided by Member, postings, website editing and updates are completed by CIRA. The Member also has the option to edit and update the website along with CIRA.

Website Content Migration

- \$50.00 per hour- CIRA will migrate website content from another website to a CIRA website or from a CIRA basic website to a CIRA custom website.

Exhibit D: CIRA Service Order Form.

Member Name: _____

Please place an "X" in the box next to the service you would like to use. For Email Service please indicate the number of Email accounts.

EMAIL

Basic Email service - \$2.00 per Email account per month
Number of Accounts: _____

Exchange Email service- \$10.00 per Email account per month
Mobil Sync is included with the Exchange Email service.
Number of Accounts: _____

Additional Service Option:
 Mobil Sync -\$1.00 per Email account per month
Number of Accounts: _____

WEBSITES

Standard Website Package
Includes standard template and website hosting- \$550.00 a year

Custom Website Package
Pricing starts at \$3,995.00
Annual Hosting fee of \$1,050.00 (included in first year)

Additional Service Option:
 Website Maintenance- \$500.00 a year

Authorized Signature: _____

Printed Name: _____

Title: _____