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99 JUL 21 AM 9 46

Bales 17 Land NOTICE OF MEETING OF THE

COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 77

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Tuesday, July 27, 1999 at 10 00 a m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

### SEE ATTACHED AGENDA

Dated Wednesday, July 21, 1999

Commissioners' Court of Polk County, Texas

By John Oleanpson

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Wednesday, July 21, 1999, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, July 21, 1999

Barbara Middleton, County)Clerk



# COMMISSIONERS COURT AGENDA

for: TUESDAY - JULY 27, 1999 - 10 00 A M.

## **CALL TO ORDER**

- 1 WELCOME Public Comments
- INFORMATIONAL REPORTS
   A Annual Safety Report Texas Association of Counties
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, July 13, 1999

## **NEW BUSINESS**

- 4 APPOINT PRECINCT ELECTION JUDGES AND ALTERNATES AS OUTLINED UNDER TEXAS ELECTION CODE, SEC 32 002
- APPOINT MEMBER TO DETCOG RETIRED SENIOR VOLUNTEER PROGRAM (RSVP) ADVISORY COUNCIL, AS RECOMMENDED BY AGING SERVICES DIRECTOR
- 6 CONSIDER RENEWAL OF DEPUTY REIMBURSEMENT CONTRACT WITH BURKE CENTER
- 7 CONSIDER APPROVAL TO REQUEST PROPOSALS FOR INDEPENDENT AUDITING SERVICES
- 8 CONSIDER REQUEST FROM POLK CENTRAL APPRAISAL DISTRICT FOR APPROVAL OF RESOLUTION PERMITTING PURCHASE OF OFFICE BUILDING
- 9 CONSIDER AGING SERVICES REQUEST FOR APPROVAL OF CONTRACT WITH TEXAS DEPARTMENT OF HUMAN SERVICES (TDHS) FOR HOME DELIVERED MEALS
- 10 CONSIDER APPROVAL OF PERSONNEL POLICY & PROCEDURE UPDATE
- 11 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES, AS SUBMITTED BY DELINQUENT TAX DIVISION, POLK COUNTY TAX OFFICE, (Pct 1) Lot 90, Big Thicket Lake Estates #3, Lots 375-378, Big Thicket Lake Estates #6, Lots 313-318, Big Thicket Lake Estates #9, Lots 267-278, Big Thicket Lake Estates #10

## **CONSENT AGENDA ITEMS**

- 12 CONSIDER APPROVAL OF BUDGET AMENDMENTS / REVISIONS
- 13 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 14 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

## **ADJOURN**

Next regularly scheduled meeting - August 10, 1999, 10 00 a m

STATE OF TEXAS

DATE July 27, 1999

COUNTY OF POLK }

"REGULAR" CALLED MEETING
Commissioner Purvis-Absent

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## "CORRECTED" "COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE <u>27th</u> DAY OF **JULY**, 1999
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT

JOHN P THOMPSON, COUNTY JUDGE, PRESIDING B E "Slim" SPEIGHTS-COUNTY COMMISSIONER PCT#1, BOBBY SMITH COUNTY COMMISSIONER PCT#2, R R "Dick" HUBERT-COUNTY COMMISSIONER PCT#4, BARBARA MIDDLETON COUNTY CLERK & BILL LAW-COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD, CONSIDERED & PASSED

1 WELCOME & CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 A M
MIKE DABNEY WAS ASKED TO DELIVER THE OPENING PRAYER REV DON WILLIS ARRIVED JUST AFTER THE PRAYER HE WAS INVITED BACK ON ANOTHER DATE

PUBLIC COMMENTS
NONE

### 2 INFORMATIONAL REPORTS

- A JOHN McDOWELL EMERGENCY MANAGEMENT COORDINATOR, INTRODUCED DAVID BONDOR OF ST PAUL INSURANCE COMPANY HE GAVE A REVIEW OF THE COUNTY'S LOSS ANALYSIS SINCE 1990 HE SAID THE COUNTY IS DOING VERY WELL ACCORDING TO THE AMOUNTS OF LOSS CLAIMS "OF ALL THE COUNTY'S I INSURE, YOU'RE ONE OF THE BETTER ONES", HE SAID
- B SCOTT SPRINGFIELD OF RURAL METRO AMBULANCE SERVICE GAVE HIS REPORT FOR THE MONTH OF JUNE
- C H E STRIEDEL, CŁO OF SAM HOUSTON ELECTRIC COOPERATIVE INC INFORMED THE COURT THAT SHECO HAS ALWAYS HAD A GOOD RELATIONSHIP WITH THE COUNTY & THAT COMMISSIONER HUBERT, PCT #4 RECENTLY ASSISTED SHECO IN CORRECTING A PROBELM WITH DRAINAGE FROM A COUNTY ROAD AND RIGHT OF WAY MR STRIEDEL PRESENTED A CHECK FROM SHECO, REIMBURSING THE COUNTY FOR THE COST OF THIS WORK.
- D JUDGE THOMPSON ALSO THANKED SHECO FOR ASSISTANCE WITH OUR NOAA WEATHER STATION
- E LORI HONEYCUTT, WITH TEXAS ASSOCIATION OF COUNTIES GAVE AN UPDATE ABOUT OUR BLUE CROSS/BLUE SHIELD INSURANCE FOR COUNTY EMPLOYEE'S

- F BARBARA MIDDLETON, COUNTY CLERK ATTENDED THE County & District Clerks' Association 104TH ANNUAL CONFERENCE FT WORTH AND RECEIVED 15 HRS OF CONTINUING EDUCATION CREDIT SHE ALSO REPORTED THAT BOOKBINDER- JEFF PEELER IS HERE REPAIRING OLD (1800's) SURVEY BOOKS & SOME MISC VOLUMES UTILIZING COUNTY CLERK'S RECORDS MANAGEMENT FUNDS
- 3 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF MINUTES FOR MEETING OF JULY 13,1999 ALL VOTING YES
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPOINT PRECINCT ELECTION JUDGES AND ALTERNATES AS OUTLINED UNDER TEXAS ELECTION CODE SEC 32 002 ALL VOTING YES (SEE ATTACHED)
- 5 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY BOBBY SMITH, APPROVAL TO APPOINT VIVIAN WALL, AS MEMBER TO DETCOG RETIRED SENIOR VOLUNTEER PROGRAM (RSVP) ADVISORY COUNCIL, AS RECOMMENDED BY AGING SERVICES DIRECTOR ALL VOTING YES
- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVE RENEWAL OF DEPUTY REIMBURSEMENT CONTRACT WITH BURKE CENTER ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL TO REQUEST PROPOSALS FOR INDEPENDENT AUDITING SERVICES
  ALL VOTING YES
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS
  APPROVE "RESOLUTION" PERMITTING PURCHASE OF OFFICE
  BUILDING AS REQUESTED FROM POLK CENTRAL APPRAISAL DISTRICT,
  BEING OCCUPIED BY APPRAISAL OFFICES, WITH THE UNDERSTANDING
  THAT MR ARRENDELL WILL INFORM THE COURT IF FINAL NEGOTIATIONS
  RESULT IN A BIG DISCREPANCY IN COST PROJECTION
  VOTES RECORDED, AS FOLLOWS (SEE ATTACHED)

Judge Thompson ---- - YES
Comm Speights ----- YES
Comm Smith - --- - YES
Comm Purvis ----- Absent

Comm Hubert --- - Abstain

- 9 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS
  APPROVE CONTRACT WITH TEXAS DEPARTMENT OF HUMAN SERVICES
  (TDHS) FOR HOME DELIVERED MEAL, AS REQUESTED BY AGING SERVICES
  DIRECTOR
  ALL VOTING YES (SE ATTACHED)
- 10 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS
  TO TABLE ITEM #10 " CONSIDER APPROVAL OF PERSONNEL POLICY &
  PROCEDURE UPDATE"
  ALL VOTING YES
- 11 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY BOBBY SMITH,
  TO ACCEPT ALL OFFERS TO PURCHASE TAX FORECLOSURE
  PROPERTIES IN BIG THICKET LAKE ESTATES, described as follows
  PRECINCT #1
  Lot 90, Big Thicket Lake Estates #3
  Lots 375 378, Big Thicket Lake Estates #6
  Lots 313-318, Big Thicket Lake Estates #9
  Lots 267-278, Big Thicket Lake Estates #10
  ALL VOTING YES
- 12 MOTIONFD BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF BUDGET AMENDMENTS/REVISIONS, #99-20 ALL VOTING YES (SEE ATTACHED)

13 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL AND PAYMENT OF BILLS (by schedule) plus addendums ALL VOTING YES (SEE ATTACHED)

ALL VOTING YES	(SEE ATTACTIFD)	
DATE	AMOUNT	CHECK NUMBERS
7-13 99	\$ 183,809 00	Electronic Transfers TexPool
7 13 99	1,013 94	142300
7-13 99	- 381 15	14067 -Voided Check
7-14 99	13,106 49	142301 - 142457
7-14-99	49,054 66	142458 - 142489
7-14 99	- 1, 860 84	132114 - Voided Check
7 14 99	- 22 45	132334 - Voided Check
7-14-99	- 253 57	132799 Voided Check
7 14 99	- 119 52	132908 - Voided Check
7-14-99	- 36 80	133147 - Voided Check
7-14-99	- 12 50	133413 - Voided Check
7-14-99	- 45 68	134608 - Voided Check

DATE	AMOUNT	CHECK NUMBERS
7-14-99	- 30 00	134764 - Voided Check
7-14 99	- 40 80	135231 -Voided Check
7-14-99	- 773	135270 - Voided Check
7-15 99	- 703 52	138632 Voided Check
7-15 99	- 18 38	136236 Voided Check
7-15 99	- 667 46	133863 Voided Check
7-15 99	- 372 00	132985 132997 272 131219 131304 131635 132932 131121 131139 131145 131283 131147 131186 131198 131354 131367 131221 131957 131370 131372 131392 131967 131402 131921 132300 131987 132231 131965 132255, 132262 132263 133211 132808 132837 132304 132580 133232 133280 132937 133593 133302 133535 133759 133762 133564 134528 134547 133722 134689 134711 134797 133785 Voided (Jury Fees) Checks
7-19-99	- 200 00	141956 Voided Check
7-19-99	8,425 05	237 239 474 475 127
7-20-99	63,979 35	142490 - 142949
Addnl 7-20 99	96,000 00	Electronic Tex pool Investment
Addnl 7-21-99	- 282 52	141707 Voided Check
Addnl 7-21-99	275,268 80	142495 - 142664
Addnl 7-22-99	28,723 72	142665 - 142819
Addnl 7-22-99	54,856 19	Electronic (Emp Withholdings)
Addnl 7 22 99	44,089 26	Electronic (State Fee pymts)
Addnl 7 22 99	171,304 92	142820 - 142830
Addnl 7-22-99	200 00	141977 -Voided Check
Addendum 7-27 99	29,439 73	(To appear on future schedule)

<sup>14</sup> MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PERSONNEL ACTION FORMS (REVISED)
ALL VOTING YES (SEE ATTACHED)

15 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, TO ADJOURN COURT THIS 27th DAY OF JULY 1999 AT 10 35 A.M ALL VOTING YES

JOHN P THOMPSON, COUNTY JUDGE

ATTEST

BARBARA MIDDLETON COUNTY CLERK

## VOL 45 PAGE 562

C \WP61\COMMCRT9\JUL27 WPD

# RICHARD L GILBERT POLK COUNTY DEMOCRATIC PARTY 705 N JACKSON ST LIVINGSTON TX 77351

June 30, 1999

FILED AND RECORDED SEFECTIVE PUBLIC RECORDS

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Carol A. Bigler Chief Deputy Polk County Clerk Livingston, TX 77351

Dear Mrs Bigler

In response to your request for names of election judges or alternates. I wish to submit the following to represent the Democratic Party

Precunct Number	Name			
1	Irene Milner	Rt 4 Box 1034	Livingston,TX	685-4645
2	LaVec McVay	4154 Wild Country	Livingston, TX	685 7421
3	Aline Fisher	HC1 Box 521	Goodrich TX	365 2825
4	Marilyn Loving	113 Cardinal Dr	Livingston, TX	327-4227
5	Rose Gross	4685 Indian Hills	Livingston, TX	967-8433
6	Pat Travis	PO Box 1085	Onalaska TX	646-5265
7	Cannon Pritchard	1801 Noblitt	Livingston, TX	327 2695
8	Elaine Barrington	n PO Box 81	Leggett TX	398-2779
9	Nell Dudley	PO Box 159	Moscow TX	398-2006
10	Bob Smiley	204 E Front St.	Corrigan, TX	398-4141
11	xKeith Anderson	Rt 1 Box 474	Moscow TX	398-2093
12	Sharon Miller	Rt 3 Box 640	Livingston, TX	563-4391
13	Alice Fay Carter	PO Box 155	Dallardsville TX	563-5122
14	Joe Roeder	2058 Wilson Lakes	Livingston, TX	563-2688
15	D K Price	Rt 4 Box 1174	Livingston, TX	327-3518
16	Trudie Neal	PO Box 516	Livingston, TX	327-8293
17	x Claude Baldree	5750 Lake Liv Estates	Livingston, TX	967-4828
18	Bettye Washingt	on 907 West St.	Livingston, TX	327-8897

Sincerely

Richard L Gilbert Democratic Party County Chair

Election Judges & Alternates For the Republican Party Of Polk County, Texas

Voting Precinct	Name	Address	Phone Number
1	Beth Genenwem, Judge	Rt 4 Box 783 Livingston, Tx. 77351	409-685-7492
2	Bessie Johnson, Judge	3308 Wild Country Livingston, Tx. 77351	409-685-4069
3	Shannon Welsh-Judge	HC01 Box 623-C Goodnch, Tx. 77335	409-365-2552
4	Ruth Reeves-Judge	601 Matthews Lymgston, Tx. 77351	409-327-8272
\$	Mane Martm-Judge	PO Box 1618 Livingston, Tx. 77351	409-566-5905
9	Gene Ardom-Judge	2265 Sandy Ridge Livingston, Tx. 77351	409-646-2312
7	Dewayne Cobum-Judge	807 West Feagm Livingston, Tx. 77351	409-327-3308
8	John Brown-Judge	Rt 1 Box 160 Lvmgston, Tx. 77351	409-967-4379
6	Kathy Welch-Judge	PO Box 427 Moscow, Tx. 75960	409-398-4718
10	Leon Stricklen-Judge	РО Вох 425 Сотдап, Тх. 75939	409-829-4924
11	David Shores-Judge	Rt 1 Box 572 Lingston, Tx. 77351	409-563-5222
12	Will submt names for clerk.		
13	James Hendrix-Judge	PO Box 103 Dallardsville, Tx. 77332	409-563-2808
14	Hazel Rumby-Judge	5959 Indian Springs Livingston, Tx. 77351	409-563-2153
15	Joyce Munson-Judge	Rt 4 Box 305 Livingston, Tx. 77351	409-685-4414
16	Rita Bloodworth-Judge	Rt 6 Box 68 Lvmgston, Tx. 77351	409-327-5586
17	Hugh Myers-Judge	8662 FM 2457 Livingston, Tx. 77351	409-967-3897
18	Margaret Hamilton-Alternate Judge	HC01 Box 623-E Goodnch, Tx. 77335	409-365-3613

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COUNTY JUDGE



August 17, 1999

Susan Rushing, Chief Executive Officer
Burke Center
4101 South Medford Drive
Lufkin, Texas 75901
Attn Chief Financial Officer

Dear Ms Rushing,

As per the terms outlined in Section IV of the MH Deputy Program Agreement between Polk County and the Burke Center, our Commissioners Court - on July 27, 1999 - approved the one year renewal term effective 9/01/99 - 8/31/00

We appreciate the opportunity to continue this program and hope that you will indicate the approval of the Burke Center by signing in the space provided below and returning a copy of this letter in the pre-addressed envelope enclosed

Sincerely,	
John & Thoward	<u>-</u>
John P Thompson	Susan Rushing
County Judge	Chief Executive Officer
Polk County, Texas	Burke Center
•	(DATE)

POLK COUNTY COURTHOUSE

LIVINGSTON TEXAS 77351

(409) 327 6813

FAX (409) 327 6891



## RESOLUTION TO PURCHASE PROPERTY

THE POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIFECTORS WISH TO CONSIDER A PROPOSAL TO PURCHASE THE CURRENT OFFICE BUILDING AT 312 N WASHINGTON, LIVINGSTON, TEXAS THE DISTRICT HAS LEASED THIS BUILDING FOR THE PAST 8 YEARS FROM MR C L COCHRAN A PROPOSAL HAS BEEN MADE BY MR COCHRAN TO SELL THIS BUILDING TO THE DISTRICT, BUT BEFORE THE DIRECTORS CAN MOVE TO BUY, OR EVEN TO CONSIDER TO BUY, THE STATE PROPERTY TAX CODE SECTION 6 051 REQUIRES THE ENTITIES WHICH HAVE ELECTED THE DIRECTORS TO PASS A RESOLUTION GIVING THEIR PERMISSION FOR SUCH A PURCHASE

THE PROPOSED PURCHASE PRICE, AS GIVEN TO THE DISTRICT, RANGES FROM \$133,000 TO \$175,000, DEPENDING ON HOW MUCH SQUARE FOOTAGE WE WISH TO PURCHASE THE DISTRICT IS CURRENTLY PAYING \$16,000 ANNUALLY IN RENT AN THIS WILL PROBABLY INCREASE TO \$19,000 IN A NEW LEASE (THE OLD LEASE EXPIRES FEB 2000) IN PURCHASING THE BUILDING WE COULD ELIMINATE ANY FUTURE RENTAL EXPENSE TO THE DISTRICT IN MOST PROBABILITY, FINANCING TO PURCHASE THIS PROPERTY COULD BE ARRANGED SO THAT NO ENTITY WOULD EXPERIENCE ANY OR VERY LITTLE INCREASE IN THEIR QUARTERLY PAYMENTS OVER WHAT THEY ARE CURRENTLY PAYING AFTER THE PROPERTY IS PAID OUT, THIS PORTION OF OUR BUDGET WOULD BE ELIMINATED PERMANENTLY.

BOARD CHAIRMAN

BOARD SECRETARY

DATE 13, 1999

July 13, 1999

#9

## I.

# FORM 3254- TEXAS DEPARTMENT OF HUMAN SERVICES CONTRACT FORM- COMMUNITY CARE PROGRAMS

\*\*Sign Page 9 only and Return. Page 1 will be completed by the Texas Department of Human Services\*\*

STATE OF TEXAS §

PAGE-1 WILL-BE COMPLETED BY THE TEXAS DEPARTMENT OF HUMAN SERVICES-

YOL

COUNTY OF TRAVIS \$

# TEXAS DEPARTMENT OF HUMAN SERVICES CONTRACT FOR COMMUNITY CARE PROGRAMS

Legal Name of Provider Agency			
"Doing Business As" (DBA) Name of Prov	vider Agency (if applie	cable)	
Address of Provider Agency (Street, City,	State, Zip)		
For DHS Use Only			
Listing of Separate Program Contracts	DHS Region No	Vendor No /Service Group No /Service Code(s)	Contract Expiration Date
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10

The Texas Department of Human Services, hereinafter referred to as the Department, and the above Provider Agency,	
tereinancer referred to as the Provider Agency, hereby make and enter into this contract for the consideration set forth	
below, effective the day of 19	

1

The Department is responsible for administering home and community based programs under Titles XIX, including Section 1915(c) and XX of the Social Security Act, and Title 2, Texas Human Resources Code. The Department and the Provider Agency mutually agree to the terms and conditions set forth herein and to the provisions of the applicable state and federal regulations, applicable licensure, to the terms and conditions set forth in the appropriate Provider Manual, a copy of which has been furnished to Provider Agency and that is incorporated herein by reference as part of this contract, and to any subsequent additions, deletions or amendments to such regulations, to any policy letters and/or subsequent revisions to the Provider Manual that are provided to Provider Agency, and to the pertinent rules published by Department and/or the single state Medicaid agency. Department and Provider Agency mutually agree to the terms and conditions set forth below

II

#### The Provider Agency agrees

- A To provide services in one or more programs as identified in this contract and as defined in the provider manual(s) and to utilize all third party resources available to individuals found eligible by the Department
- B To have adequate staff in place to begin delivery of services on the date the contract becomes effective
- C To provide services for eligible clients in the same manner and to the same degree that these services are provided to the general public. This requirement shall not be considered as altering any other requirements specified in the plan of operation, provider manual, and/or this contract.
- D To accept the reimbursement rates which are now in effect or as may hereinafter be amended as payment in full for the services specified in this contract to the persons for whom a Medicaid payment is received, and to make no additional charge to the individual, any member of his/her family, or to any other source for any supplementation for such services, unless specifically allowed by Department directives.
- That this contract is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C F R 431 107, Provider Agency agrees to keep any and all records necessary to disclose the extent of services provided by the Provider Agency to individuals in the Medicaid program and any information relating to payments claimed by the provider for furnishing Medicaid services. Provider Agency also agrees to provide on request access to records required to be maintained under 42 C F R 431 107 and copies of those records free of charge to the Department, the Department's agent, the Texas Health and Human Services Commission, the Texas Attorney General's Medicaid Fraud Control Unit, the Health Care Financing Administration the Texas Department of Insurance, the Federal Bureau of Investigation, and/or the United States Department of Health and Human Services. These records must be retained in the form in which they are regularly kept by the Provider Agency for five (5) years from the date of services. Provider Agency must cooperate and assist the Department and any state or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud and abuse. Provider Agency must also allow these agencies and/or their agents access to its premises.
- That the Texas Attorney General's Medicaid Fraud Control Unit, Department personnel Department representatives Independent Auditors/Evaluators personnel of the United States Department of Health and Human Services and the Texas Health and Human Services Commission's Office of Investigations and Enforcement may conduct interviews of Provider Agency personnel subcontractors and their personnel witnesses and patients without the Provider Agency's representative or Provider Agency's legal counsel present unless the person voluntarily requests that the representative be present Provider's personnel subcontractors and their personnel witnesses and patients must not be coerced by Provider Agency or Provider Agency's representative to accept representation by the Provider Agency and Provider Agency agrees that no retaliation will occur to a person who denies the Provider Agency's offer of representation. Nothing in this contract limits a person singht to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. Provider Agency will ensure by contract or other means that its personnel and subcontractors over whom the Provider Agency has control cooperate fully in any investigation conducted by the Texas Attorney General's Medicaid Fraud

March 1999 Page 3

Control Unit Department personnel Department representatives Independent Auditors/Evaluators personnel of the United States Department of Health and Human Services and the Texas Health and Human Services Commission's Office of Investigations. Subcontractors are those persons or entities who provide medical goods or services for which the Provider bills the Medicaid program or who provide billing services in connection with Medicaid covered services

- To keep financial and supporting documents statistical records and any other records pertinent to the services G for which a claim or cost report was submitted to the Department or its agent. All statistical and financial information must reflect the application of generally accepted accounting principles (GAAP) unless they conflict with DHS rules in which case DHS rules take precedence. GAAP are those principles approved by the American Institute of Certified Public Accountants (AICPA). All financial and supporting documentation must be accurate and sufficiently detailed to support the legal financial and other statistical information regarding services delivered All workpapers and records supporting information reported on cost reports, budgets, or other cost surveys must be maintained including documentation relating to all allocations, cost centers, cost or statistical line items surveys and schedules. The records and documents must be kept for a minimum of 3 years and 90 days after the end of the federal fiscal year in which services were provided. If any litigation, claim, or audit involving these records begins before the expiration of the three year period, the Provider Agency must keep the records and documents for not less than 3 years and 90 days or until all litigation claims or audit findings are resolved whichever is longer. The case is considered resolved when a final order is issued in litigation, or when the Department and Provider Agency enter into a written agreement
- To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88 352) Section 504 of the Rehabilitation Act H of 1973 (Public Law 93 112) The Americans with Disabilities Act of 1990 (Public Law 101 336) and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition the Provider Agency agrees to comply with Title 40 Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall on the grounds of race color national origin age sex disability political beliefs or religion be excluded from participation in or denied any aid care services or other benefits provided by federal and/or state funding or otherwise be subjected to any discrimination

The Provider Agency agrees to comply with Health and Safety Code Section 85 113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV)

A religious organization that contracts with the Department does not by contracting with the Department lose exemption provided under Section 702 of the Civil Rights Act (42 U S C \$2000E 1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Provider Agency on the same basis as any other private organization. The Provider Agency retains its independence, from State and local governments, including the Provider Agency's control over the definition development practice and expression of its charitable or religious beliefs Except as provided by federal law the Department shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore if a religious or charitable organization segregates the government funds provided under the contract, then only the financial, assistance provided by these funds will be subject to audit. However, neither the Department's selection of a charitable or faith based Provider Agency of social services nor the expenditure of funds under this contract is an endorsement of the Provider Agency's charitable or religious character practices or expression. The purpose of this contract is the provision of social services, no State expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. A charitable or faith based provider of "Neither the social services under this contract shall reasonably apprise all assisted individuals of the following Department a selection of a charitable or faith-based provider of social services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expressions. No provider of social services may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice. If you object to a particular provider agency because of its religious character, you may request assignment to a different provider agency. If you believe that your rights have been violated, please discuss the complaint with your provider agency or notify your appropriate case manager."

Form 3254 March 1999 Page 4

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 42 U.S.C. \$604a sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services certain additional rights of assisted individuals, and certain additional responsibilities of the Department to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities.

- To comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for an individual hired on or after November 6, 1986, who will perform any labor or services under this contract.
- J To pay to the Department any amounts the Provider Agency receives from the Department for services under this contract which are in excess of the amounts provided herein, within time limits set by the Department
- To ensure the confidentiality of individual client records and other information relating to the client in accordance with applicable federal law rules and regulations as well as applicable State laws and regulations. This provision shall not be construed as limiting the Department's right of access to client case records or other information relating to clients.
- To sign a computer security agreement ensuring data security, protecting privacy, and ensuring confidentiality and integrity of client, employee, and administrative information on automated systems.
- M To submit all claims for reimbursement through the Department's billing system in a format acceptable to the Department and in accordance with the claims billing procedures in the provider manual
- To submit claims for payment in accordance with billing guidelines and procedures promulgated by the Department including electronic claims. Provider Agency certifies that information submitted regarding claims will be true and accurate complete and that such information can be verified by source documents from which data entry is made by the Provider Agency. Further Provider Agency understands that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- O To require any entities with whom it holds personal service agreements or subcontracts which are related to this contract to execute documents committing such entities to comply with the requirements of this contract
- P To refrain from entering into any subcontract(s) for Services without prior approval or waiver of the right of prior approval in writing by Department of the qualifications of the subcontractor(s) to perform amd meet the standards fixed by this contract. All subcontracts entered into by Provider Agency shall be written and shall be subject to the requirements of this contract. Provider Agency agrees that it shall be responsible to the Department for the performance of any subcontractor.
- That the Department may withhold payments in whole or in part if necessary because of irregularity(ies) or difference(s) from whatever cause until such irregularity(ies) or difference(s) can be adjusted in addition the Provider Agency is responsible for payment of any valid audit exceptions found by the Department the Medicaid Fraud Control Unit of the Texas Attorney General's office the United States Department of Health and Human Services and staff hired by provider agencies to conduct single audits
- R That the Department may apply at its discretion sanctions for failure to comply with contract requirements including but not limited to
  - 1 placing a hold on client referrals
  - 2 withholding a Provider Agency s vendor payments
  - 3 initiating contract termination
  - 4 recouping overpayments
- S That proper adjustments may be made in the vendor payments from month to month to compensate for prior overpayment underpayment and/or prior payments not made in accordance with contract requirements

- To comply with Executive Order 1111246. Titled "Equal Employment Opportunity." as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulation at 42 C.F.R. Part 60
- That if the funding under this Contract exceeds \$100,000, it will comply with applicable provisions of the Clean u Air Act (42 USC §§ 7401, et seq ) and the Federal Water Pollution Control Act, as amended (33 USC §§1251 et
- That it is responsible for the behavior of its staff and subcontractors to ensure a violence free contractual relationship. Provider Agency further understands that any remarks, gestures, or actions toward the Department employees volunteers and/or clients that carry an implied threat of any kind even if intended to be in jest will be taken senously and may lead to corrective action up to and including revocation of the contract (NOTE THIS SECTION IS NOT APPLICABLE TO GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITIES)
- The Provider Agency certifies that the goods and/or service(s) covered by this contract are designed to be used prior to during and after calendar year 2000AD. The goods and/or service(s) will operate during such time periods without error relating to date data which represents different centuries or more than one century
- The provider agency certifies that if it is a corporation it is either a for profit corporation that is not delinquent in X its franchise tax payments to the State of Texas or is a non profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas
- To comply with federal legislation, Section 319 of Public Law 101-121 which prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Should the potential Provider Agency engage in such activities using other than federal funds it will provide full disclosure using Standard Form LLL "Disclosure Form to Report Lobbying"
- It has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program Z under Title XIX (Medicaid) under any of the provisions of Section 1128 (a) or (b) of the Social Security Act (42 U.S.C. 1320a 7) or Executive Order 12549. Provider Agency has also not been excluded or debarred from participation in any other state or federal health care program. Provider Agency must notify the Department within ten (10) business days of the time it receives notice that any action is being taken against Provider Agency or any person defined under the provisions of section 1128 (a) or (b), which could result in exclusion from the Medicaid program Provider Agency agrees to comply with 45 C F R Part 76, "Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace (Grants) " This regulation requires the Provider Agency in part, to (a) assure that neither it nor its principals is presently debarred, suspended proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas, (b) provide written notice to the department if at any time the Provider Agency learns that its certification was erroneous by reason of changed circumstances, and (c) require compliance with 45 C F R Part 76 by participants in lower tier covered transactions
- To disclose information on ownership and control information related to business transactions, and information on persons convicted of crimes in accordance with 42 C F R. Part 455, Subpart B. and provide such information on request to the Department, the Texas Health and Human Services Commission, the Texas Department of Health the Texas Department of Protective and Regulatory Services, the Texas Attorney General's Medicaid Fraud Control Unit the Health Care Financing administration, and/or the United States Department of Health and Human Services To keep its application for participation in the Medicaid program current by informing the Department in writing of any changes to the information contained in its application, including but not limited to federal tax identification number, or provider business addresses, at least ten (10) business days prior to making such changes. Provider Agency also agrees to notify the Department within ten (10) business days of any restriction placed on or suspension of the Provider Agency s license or certificate to provide medical services and the provider agency must provide to the department complete information related to any such suspension or restriction
- That no advertising will be used to influence client's free choice of services. The solicitation of clients for services BB by coercion or harassment by or through the agreement or request of the Provider Agency will be considered noncompliance with this contract

- CC To ensure that, in connection with services, neither the Provider Agency nor the Provider Agency s employees agents, or representatives solicit or accept gifts, favors, or any other item of value from the client or other person on behalf of the client
- DD To place in all literature describing its services covered under this contract prominent notices acknowledging Department's funding to Provider Agency. A copy of the Notice shall be placed in Provider Agency's annual report
- EE To comply with the requirements of Texas Human Resources Code, Chap 102(Rights of the Elderly) as applicable
- FF To notify the Department in writing of any change in ownership or control of Provider Agency or service area covered by Provider Agency at least 60 days prior to the change. A change in ownership includes any change in the business organization of the Provider Agency that directly or indirectly changes the legal entity responsible for fulfillment of the contract.
- To pay for all reasonable expenses of Department, including the cost of the Department's legal counsel incident to the enforcement of payment of all obligations of Provider Agency by any action or participation in or in connection with (1) a case or proceeding under Chapters 7, 11, and/or 13 of the U.S. Bankruptcy Code or any successor statute thereto and/or, (2) a case or proceeding involving a receiver duly appointed to handle the Provider Agency's business and/or (3) a case or proceeding in State court initiated by the Department when previous collection attempts have been unsuccessful. Regarding the field audit of cost reports whenever possible the records necessary to verify information submitted to DHS on cost reports, including related party transactions and other business activities engaged in by the Provider Agency must, must be made accessible to DHS audit staff within the state of Texas. When records are not available to DHS audit staff within the state of Texas the Provider Agency must pay the actual costs for DHS staff to travel and review the records out of state. DHS must be reimbursed for these costs within 60 days of the request for payment.
- HH To provide services in compliance with applicable Federal regulations to include those found in Chapter XIII Title 45 Code of Federal Regulations as amended (C.F.R.) Chapter IV, Title 42 C.F.R. State laws and regulations and Department policies including service delivery standards and the Texas Medicaid Program

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#### The Department agrees

- A To pay the Provider Agency for the direct services specified in this contract and in the provider manual or policy letter in amounts and under conditions determined by the Department as defined in the provider manual or policy letter and in accordance with applicable laws and regulations for all persons receiving such services who have been determined by the Department to be eligible for such assistance under the Title XIX Medicaid Program
- B To make all payments within time limits set by the Department and in accordance with applicable laws and regulations after a proper bill is submitted and approved
- C To make adjustment in the Provider Agency payments to compensate for prior overpayment or underpayment
- D To give to the Provider Agency reasonable notice of any impending change in its status as a participating provider agency except that nothing in this section shall be construed to deny the Department the right for failure to comply with the contract or regulations published in the <u>Texas Register</u>, to cancel this contract suspend payments and/or any other legal remedy available to the Department
- To provide a fair hearing as defined in the Department's regulations to the Provider Agency in the event the Department suspends payments suspends or cancels the Provider Agency's contract or assesses an amount due form the Provider Agency
- F To accept from the Provider Agency electronic claims submitted for reimbursement and process such claims in the same manner and in accordance with the terms and conditions of the Department's paper claims and electronic claims billing procedures

#### The Department and the Provider Agency mutually agree

- That if the federal and/or state law or other requirements are changed or interpreted so that the continuation of this contract on the part of either party is unfeasible or impossible, or if the parties to this contract should be unable to agree upon modifying amendments which would be needed to enable its substantial continuation as the result of amendments or judicial interpretations, then, and only in that event, both Provider Agency and Department shall be discharged from further obligations created under the terms of this contract, except for equitable settlement of the respective accrued interests up to the date of the termination
- That this contract shall continue subject to the availability of appropriated funds or until the federal and/or state governments cease to participate in the program or by mutual consent of the Department and the Provider Agency or if not by such mutual consent either party to this contract may cancel any or all programs covered by this contract by the giving of sixty (60) days notice in writing to the other party and this contract for the applicable program(s) shall thereupon be canceled upon the expiration of such sixty (60) day period. Nothing in this section shall be construed to forbid the Department from terminating any or all programs covered by this contract when it is established that the Provider Agency is failing to comply with the terms of this contract or the appropriate provider manual and its revisions, and the applicable federal and state regulations, as they now read or as they may be amended. The Department may terminate any programs covered by this contract for which, the Provider Agency has not billed for services for six (6) consecutive months
- That this contract may be amended by the Department's written notice to Provider Agency in the form of a letter or written amendment. Such letters or amendments shall be incorporated into and become a part of this contract.
- That as the Department amends modifies or changes the standards for participation it shall promptly furnish the Provider Agency a copy of any such changes and that the Provider Agency shall accept such amendment modification or change by acknowledging such change within twenty (20) days from receipt thereof, such signed acknowledgment by the Provider Agency shall become incorporated by reference as a part of this contract, and the failure of the Provider Agency to execute and return the acknowledgement to the Department may, at the Department's option serve as sufficient justification for vendor hold or termination of the contract
- That any breach or violation of any of the provisions of the contract and state and federal regulations shall make E this entire contract at the Department's option, subject to cancellation
- That this contract shall not be transferable or assignable without express prior written approval of the Department
- That by signing this contract, the Provider Agency and the Department accept all of the stipulations in the contract, G and agree to each and every provision therein and further agree that this contract shall be considered completed and executed and this contract shall be binding on the said Provider Agency and the Department at such time as the Department notifies the Provider Agency of its participating status
- That the Department pursuant to the Human Resources Code §32 0125, may assess monetary penalties against н Provider Agency for contract violations as required by 42 USC \$1396t(j) Such assessments are to be applied in accordance with Department's rules as published in the Texas Administrative Code and shall be in addition to any other penalties and/or sanctions authorized by federal or State law and regulations
- That Department has authority to monitor and conduct fiscal and/or program reviews of both Provider Agency and ŧ its subcontractor(s) to the extent of services provided under the terms of this contract. On site visits as well as access at reasonable times to all books and records will be granted to State or federal auditing agencies representatives of the U.S. Department of Health and Human Services and/or Department when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing, or evaluating said materials

Texas Department of Human Services

Form 3254 Merch 1999 Page 8

- That for Title XX programs, the Department shall, by Form 2029 (Information Sheet, Purchase of Service Contract), set the rate and/or maximum amount of funds available to be paid to Provider Agency by the Department Form 2029 is incorporated into and made a part of this contract and is effective for the time period stated on the form Form 2029 may be amended by the Department as necessary to comply with State and federal laws and regulations or renewed by the Department by a new Form 2029 and incorporated into and made part of this contract
- K That the Department will provide technical assistance to the Provider Agency to assist the Provider Agency in meeting contract requirements and program standards as defined in the provider manual, and that the technical assistance will be provided upon the Provider Agency's request or at the Department's discretion

Texas Department of Human Services

<b>45</b> PAGE	577 Form 3264
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The following marked or listed certification(s) is/are on file Agency or Subgrantee and is/are hereby incorporated into	with both the Department of Human Services and the Provider this contract by specific reference
Form 3681, Application for Participation i	n CCAD Services, dated
Form(s) 3691, Application Information by	DHS Region dated
Form 4732 Non-Governmental Provider A	Agency Certification, dated
HCFA Form 1513, Disclosure of Ownersh	up and Control Interest Statement, dated
Form 2031, Corporate Board of Directors	Resolution or Equivalent, dated
Form 4900, HUB Subcontractor Certificati	ion, dated
The following items (if any) are also incorporated into the	contract by specific reference
L	
TEXAS DEPARTMENT OF HUMAN SERVICES Anita Anderson	Legal Name of Provider Agency Polk County Aging Services
	0/10/
Signature - DHS Representative Date	Signature Provider Agency Representative Date
TITLE Director, Community Care Policy and	NAME OF PERSON SIGNING John P. Thompson
Contracting	•
	TITLE
	Polk County Judge

Approved by OGC

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POLK COUNTY  By Bill Law County Auditor	ייסוניטיר		BUDGET #94	BUDGET REVISION #99-20			July 27 19
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010-512-453 010-512-572	Equipment Repairs Office Furnishings/Equipment	1 000 00	00000	per request of Jail Administrator	4,000 00	985.00 2,915.00	-3 015 00 1 415 00
010-342-600 010-560-450 010-560-330 010-560-393	Insurance Claims Remth ins Vehicle Repairs Fuel/Oil Law Enforcement Supplies	11 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1,000	Insurance clarm nembursement per request of sheriff Office	00.00 00.00 00.000 00.000	23 043.55 11,333.55 54 000 00 11 000 00	23 043 55 11,333.55 1 000 00 1 000 00
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010-645-105 010-645-108 010-645-572	Salaries Salaries Partime Office Equipment/Funsshings	- 4 636 90	1 500 00	To cover partime employee for employee out due to surgery!	61 421 88 635.50 4,500,00	57,285.88 5,271.50 4,000 00	4 136.00 4 636 00 -500.00
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ELECTRONIC FEDERAL TAX PAYMENTS

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COUNTY AUDITOR

JOHN THOMPSON COUNTY JUDGE

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SCHEDULE OF BILLS BY FUNC

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JOHN THOMPSON

COUNTY JUDGE

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07/14/1999

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JOHN THOMPSON

COUNTY JUDGE

COUNTY AUDITOR 7 H

SCHEDULE OF BILLS BY FUND

DISBURSEMENTS

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TOTAL OF ALL FUNDS

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COUNTY JUDGE

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John B. Thompson

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ELECTFONIC FEDERAL TAX PAYMENTS

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SCHEDILE OF BILLS BY FUND

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FUND DESCRIPTION	010 GENERAL FUND 015 ROAD & BRIDGE ADM 027 SECURITY FUND 031 BAYIROMERIAL SERVICES 051 AGING DEPT 069 JUDICIARY FUND TOTAL OF ALL FUNDS	THE PRECEDING LIST OF BILLS PAYABLE

COLNTY AUDITOR JOHN THOMPSON 3 = >

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

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THE PRECEDING LIST OF BILLS PAYABLE UAS REVIEWED AND APPROVED FOR ANY MENT

COUNTY AUDITOR

JOHN THOMPSON

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COUNTY JUDGE

## Revised Addendum schedule of Bills for Court Dated 7/27/99

Thomas Supply, Inc	\$2,643 50	R & B 1
Galloway Exxon	\$40 00	R 4 B 1
Davis & Brown Construction	\$6,850 00	R & B 4
Glass Etc	\$60 00	R 4 B 4
Evans Welding	\$142 53	R 4 B 4
Polk County Tractor	\$122 88	R & B 4
Burris Repair	\$328 45	R & B &
Hi-Way Equipment	\$1,119 19	R & B 3
Mustang Tractor	\$279 13	R & B 3
Armor Research Co.	\$757 63	R & B 3
Texas Natural Res Cons Comm.	\$50 00	Emg Mgmt/Permits
J B Farrar	\$9 74	Jail
Darrell Gibson	\$16 74	Jail
Mike Nottles	<b>\$24 68</b>	Sheriff Department
Janie Cain	\$4 16	
Billy Nelson	\$143 06	Sheriff Department
D C Wells	\$30 00	District Attorney
John Thompson	\$484 12	Capital Credit
258th Judicial District	\$16,021 95	Pro Rata Tax Share
Sylvia Bivins	\$112 47	Extension Office
Made to Order	\$200 00	District Clerk

TOTAL \$29,439 73

John & Stouper

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DATE JULY 14 1999 THROUGH JULY 27 1999