



August 21, 2001
9:00 A.M.

COMMISSIONERS COURT
of Polk County, Texas
County Courthouse, 3rd floor
Livingston, Texas

2001-081

Notice is hereby given that the Polk County Commissioners Court will be meet at a special session on the date stated above, at which time the following subjects will be discussed.

1. DISCUSS SALARIES, EXPENSES AND ALLOWANCES OF ELECTED OFFICIALS FOR FY2002 BUDGET, APPROVING PUBLICATION OF NOTICE OF ANY SALARIES, EXPENSES AND/OR ALLOWANCES PROPOSED TO BE INCREASED.
2. CONSIDER AND TAKE NECESSARY ACTION RELATING TO PROPOSALS RECEIVED UNDER RFP#2001-04 FOR "ADMINISTRATION OF THE SECTION 125 (CAFETERIA) PLAN FOR POLK COUNTY WITH ASSOCIATED BENEFIT OPTIONS".
3. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
4. BUDGET WORKSHOP.

ADJORN

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 POLK COUNTY, TEXAS
 2001 AUG 15 AM 11:42
Barbara Middleton
 BARBARA MIDDLETON
 COUNTY CLERK, POLK CO

Posted: August 15, 2001

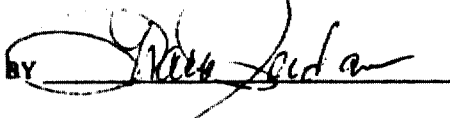
Commissioners Court of Polk County, Texas

By: _____

John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the 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 Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday 15, 2001 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY  Deputy



August 21, 2001
9:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2001-081


The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for August 21, 2001 at 9:00 A.M.

AMEND TO ADD;

- 5. CONSIDER APPROVING THE ISSUANCE OF A TIME WARRANT FOR THE PURCHASE OF A PCT. 1 CATERPILLAR MOTORGRADER IN THE AMOUNT OF \$111,750.00, WITH A MATURITY NOT TO EXCEED FIVE YEARS AND AT AN INTEREST RATE OF 5.5%.
- 6. CONSIDER APPROVING USAGE OF A CREDIT REPORTING SERVICE IN CONJUNCTION WITH INDIGENT HEALTH CARE PROGRAM DOCUMENTATION VERIFICATION PROCEDURES.

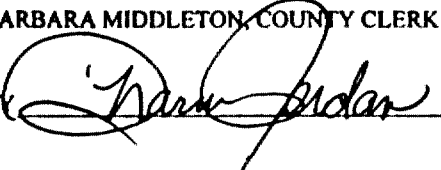
Dated: Friday, August 17, 2001.


Commissioners Court of Polk County, Texas

By: 
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, August 17, 2001 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

By:  Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
2001 AUG 17 PM 4:11

BARBARA MIDDLETON
COUNTY CLERK, POLK CO.

STATE OF TEXAS)

DATE: AUGUST 21, 2001

COUNTY OF POLK)

"SPECIAL" MEETING
All members present**"COMMISSIONERS COURT"**
POSTING #2001-081

BE IT REMEMBERED ON THIS THE 21st DAY OF AUGUST, 2001
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT:

JUDGE JOHN P. THOMPSON, PRESIDING.

BOB WILLIS - COUNTY COMMISSIONER PCT#1, BOBBY SMITH - COUNTY
COMMISSIONER PCT #2, JAMES J. "Buddy" PURVIS - COUNTY COMMISSIONER
PCT #3, 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
MADE, CONSIDERED & PASSED.

WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON 9:00 A.M.

4. (A) ASST. DISTRICT ATTORNEY - LEE HON GAVE AN OVERVIEW OF BUDGET
REQUEST (FY 2002) CONSIDERING AND RELEVANT TO THE FUTURE
PENDING TRIAL OF JOHN P. PENRY, MANDATED BY THE SUPREME COURT
GRANTING HIM A NEW TRIAL.
POLK COUNTY WILL BE (FINANCIALLY) RESPONSIBLE FOR THE
PROSECUTION AND DEFENSE OF THIS TDCJ INMATE. A CHANGE OF
VENUE IS EXPECTED & THE TRIAL WILL BE MOVED TO ANOTHER COUNTY.
2. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO
ACCEPT RFP #2001-04 - "NATIONAL FAMILY CARE" FOR ADMINISTRATION
OF THE SECTION 125 (CAFETERIA) PLAN FOR POLK COUNTY WITH
ASSOCIATED BENEFIT OPTIONS, BASED ON THE RECOMMENDATION OF
NOLA RENEAU & JUDY ISAACS.
ALL VOTING YES.
3. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS,
APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST.
ALL VOTING YES. (SEE ATTACHED)
- 4 (HOLD)
5. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT. TO
APPROVE ISSUANCE OF A TIME WARRANT FOR THE PURCHASE OF
PRECINCT #1 - CATERPILLAR MOTORGRADER IN THE AMOUNT OF
\$ 111,750.00, WITH A MATURITY NOT TO EXCEED FIVE (5) YEARS AND
AT AN INTEREST RATE NOT TO EXCEED 5.5%.
ALL VOTING YES.

6. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO APPROVE USAGE OF A CREDIT REPORTING SERVICE IN CONJUNCTION WITH INDIGENT HEALTH CARE PROGRAM DOCUMENTATION VERIFICATION PROCEDURES, AS REQUESTED BY BARBARA HAYES, AND AUTHORIZING JUDGE THOMPSON TO SIGN CONTRACT ON BEHALF OF THE COUNTY.

ALL VOTING YES. (SEE ATTACHED)

4. ** BUDGET WORKSHOP ** FY-2002 - DISCUSSION.

RECESS AT 10:30 A.M. FOR 10-MINUTE BREAK.

COURT RE-CONVENED AT 10:40 A.M.

** DISCUSSION - CONTINUED **

4. (B) MOTIONED BY BOBBY SMITH, AGREED TO BY ALL COMMISSIONERS TO ACCEPT THE PROPOSED BUDGET FY-2002, AGREEING TO A 2 ½ % COST OF LIVING RAISE FOR ALL EMPLOYEE'S, AS PRESENTED IN TODAY'S WORKSHOP MEETING.
ALL VOTING YES.

JUDGE THOMPSON WILL PROCEED WITH THE NECESSARY POSTINGS, PUBLISHING NOTICES AND FILE WITH COUNTY CLERK & COUNTY AUDITOR.

7. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 21st DAY OF AUGUST 2001 AT 11:50 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\WP51\COMMCRT.2001\AUG21.WPD

Annex 3

DATE: AUGUST 11 - AUGUST 21, 2001

NO.	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(1)	STEPHANE PLACKER	AGNO SERVICES CORRIDOR	#1265 COOK	LABOR POOL -800 HRS	UNCLASSIFIED \$6 79 HR	RESIGNATION EFFECTIVE 08/14/2001
(2)	RAYMOND ROBERTS	WASTE MANAGEMENT	#804 COLLECTION STATION ATT	REGULAR PART-TIME	UNCLASSIFIED \$5 28 HR	RESIGNATION EFFECTIVE 08/11/2001
(3)	ROBERT L. LURA	WASTE MANAGEMENT	#804 COLLECTION STATION ATT	REGULAR PART-TIME	UNCLASSIFIED \$5 28 HR	RE-HIRE EFFECTIVE 08/11/2001
(4)	DAVID FREEMAN	WASTE MANAGEMENT	#108 HEAVY EQUIP OPERATOR	REGULAR FULL-TIME	142 \$21,130 54	PROMOTION TO #8112 LANDFILL SUPERVISOR (157) (\$22,191 88) EFFECTIVE 08/01/2001
(5)	CARLA D. SAMONS	AGNO SERVICES CORRIDOR	#1265 COOK	LABOR POOL -800 HRS	UNCLASSIFIED \$5 79 HR	NEW HIRE EFFECTIVE 08/29/2001
(6)	HALDON B. PARRISH	ROAD & BRIDGE PRECINCT # 3	#108 HEAVY EQUIP OPERATOR	REGULAR FULL-TIME	146 \$23,325 61	RECLASSIFICATION OF JOB TO #108 (146) (LABOR POOL -800) (\$11,211 HR.) EFFECTIVE 08/29/2001
(7)	KRISTY D. MCCLAIN	TAX OFFICE	#105 DEPUTY CLERK	REGULAR FULL-TIME	101 \$16,533 36	NEW HIRE EFFECTIVE 08/04/2001
(8)	JACQUELYN L. BAYER	COUNTY CLERK	#101 RECEPTIONIST	REGULAR PART-TIME	#101 \$7 79 HR	NEW HIRE EFFECTIVE 08/29/2001
(9)	PERRY W. ALEXANDER, JR.	SHERIFF DEPUTY SHERIFF TRANS.	#1028 DEPUTY SHERIFF TRANS.	LABOR POOL -800 HRS	18(1) \$10 87 HR	RECLASSIFIED TO #1027 DEPUTY SHERIFF PATROL (181) (\$22,744 88) EFFECTIVE 08/22/2001
(10)	ANTHONY R. LOWME	SHERIFF DEPUTY SHERIFF TRANS.	#1027 DEPUTY SHERIFF TRANS.	REGULAR FULL-TIME	182 \$23,904 53	PROMOTION TO #1025 SERGEANT (181) (\$25,110 61) EFFECTIVE 08/22/2001
(11)	DAVA G. PAPER	SHERIFF DEPUTY SHERIFF PATROL	#1027 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	181 \$22,746 88	RE-HIRE EFFECTIVE 08/29/2001
(12)	HOWARD W. SMITH	SHERIFF DEPUTY SHERIFF PATROL	#1027 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	182 \$23,904 53	RESIGNATION EFFECTIVE 08/29/2001
(13)	GEORGE SAMONS	AGNO SERVICES UNWASTON	#1265 COOK	REGULAR PART-TIME	UNCLASSIFIED \$6 79 HR	DISMISSAL EFFECTIVE 08/21/2001
(14)	ANDIE DOWDEN	AGNO SERVICES UNWASTON	#1265 COOK	LABOR POOL -800 HRS	UNCLASSIFIED \$6 79 HR	RECLASSIFIED TO #1265 REGULAR PART-TIME COOK (UNCLAS.) (\$6, 79 HR.) EFFECTIVE 08/29/2001
(15)	BYRON LYONS	DISTRICT ATTORNEY	#1123 CRIMINAL DISTRICT ATTORNEY	REGULAR FULL-TIME	212 \$29,836 45	RE-HIRE EFFECTIVE 08/04/2001
(16)	DAVID CHARLES WELLS	DISTRICT ATTORNEY	#1123 CRIMINAL DISTRICT ATTORNEY	REGULAR FULL-TIME	212 \$29,836 45	RESIGNATION EFFECTIVE 08/04/2001
(17)	JOSE GARCIA	ROAD & BRIDGE PRECINCT # 3	#1111 MECHANIC	REGULAR FULL-TIME	187 \$23,325 61	RE-HIRE EFFECTIVE 08/22/2001
(18)						

ADDITIONAL

Item #6

CSC Credit Services
652 N. Sam Houston Pkwy East #330
Houston, Texas 77060
Fax (888) 700-6869

COPY

**Membership Agreement
Agreement Letter for Polk County**

08/16/2001

Dear Barbara,

Thank you for your interest in obtaining information on the services that CSC Credit Services offers to businesses. We have enclosed a brief history of the company and offer you our commitment to customer satisfaction.

The following terms are in addition to, and made a part of, the CSC Agreement:

Application Fee: \$150.00
Monthly Minimum: \$50.00
Software: N/A

All charges are subject to change with a thirty day written notice. If leasing, the monthly lease amount is subject to change upon lease expiration, with a thirty day written notice.

Please indicate your agreement with these terms by signing and returning with Service Agreement.

Agreed:

John P. Thompson
Signature of Authorized Representative

John P. Thompson, County Judge
Print Name of Representative

August 21, 2001
Date

All charges are subject to state and local taxes.



Computer Sciences Corporation

NEW ACCOUNT CHECKLIST

CSC Credit Services provides confidential information to credit grantors; therefore, we must determine whether our clients (current and potential) have a permissible purpose for using our credit information as defined by the Fair Credit Reporting Act.

To assist in our processing, please check that the following items are completed prior to sending the registration packet back to CSC Credit Services.*

All paperwork must be completed and signed by business principals or an authorized representative. (The authorized representative must have proof of authorization.)

- Complete Membership Agreement Letter
- Complete Service Agreement and/or Mortgage Reporting Agreement
- Complete Credit Application (Application for Service)
 - Bank account must be in the name of the business so we may verify funds
 - Personal Guaranty section must be completed
- Enclose **BUSINESS CHECK** for Non-refundable Registration Fee (and DEPOSIT if applicable)
- Directory Assistance **MUST** have phone number listed under the Business Name
- Enclose copy of Business License, DBA, Partnership Agreement, or Art. of Inc.
- Enclose copy of Driver's License for Personal Guarantor and/or Principals

To further expedite your application processing, you may fax all of the above listed paperwork and a copy of your business check to 1-888-700-6869.

Please mail the original business check to:

CSC Credit Services
652 N. Sam Houston Parkway East, Suite 330
Houston, TX 77060

****Failure to do any of the above may delay processing of your request.**

RightFAX

8/16/01 4:44 PAGE 4/13 RightFAX

CSC Service Agreement

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CSC Service Agreement

This Agreement is between CSC Credit Services, Inc. ("CSCCS"), and the undersigned ("Customer"). This Agreement is for information from the nationwide credit reporting database operated by Equifax Credit Information Services, Inc. ("Equifax"), or from other sources, and covers all information from CSCCS unless another agreement between CSCCS and Customer specifically states otherwise.

1. Customer certifies it will request and obtain information only for the following specific permissible purposes and for no other purpose (Check all that apply):

In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer. Customer will not use these reports for employment purposes.

For employment purposes. Customer will use Persons reports only for employment purposes, and will not access any other credit information for employment purposes. Customer will not order or use a Persons report to determine eligibility for credit or insurance or in connection with the collection of a debt. Customer certifies that it will make the disclosures and meet the conditions required by the Fair Credit Reporting Act, as amended ("FCRA"), to the subject of each Persons report it accesses, and that information from the report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation. If Customer takes any adverse action based on any information from a Persons report, Customer will verify that information through another source.

In connection with the underwriting of insurance involving the consumer. Customer will not access credit reports in connection with any insurance purpose other than underwriting. Customer will not access credit reports on any consumer after the consumer has filed a claim for proceeds of any insurance policy.

In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Customer must be a governmental instrumentality or acting as an agent for a governmental instrumentality.

In connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation. Customer must be a potential investor in, potential servicer of, or a current insurer of an existing credit obligation.

In connection with a business transaction involving the consumer. CSCCS will not accept this Agreement unless an explanation of the business transaction is attached.

In connection with the establishment of an individual's capacity to make child support payments or determining the appropriate level of such payments. Customer must be the head of a state or local child support enforcement agency or authorized by the head of such an agency. Customer certifies that it will make the disclosures and meet the conditions required by the FCRA to the subject of each report it accesses, and that information from the report will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

Customer is a government agency and will access identifying information, limited to name, address, former addresses, places of employment, or former places of employment.

2. If Customer is an attorney or law firm, Customer agrees (a) to treat consumer DTEC reports as consumer reports as defined by the FCRA, (b) to order and use DTEC reports only in connection with the collection of an account or for the purpose of determining whether a prospective client will pay the fee, (c) that such reports will be used for no other purpose, and (d) to make and keep a DTEC Certification Form as provided by CSCCS for each consumer DTEC report obtained.

3. Customer will request information for Customer's exclusive use only, and will keep all information received in strict confidence except as required by law. Customer may, however, provide the subject of the report with a copy of the report or otherwise disclose the contents of the report to the subject. Customer will not resell the reports to anyone, including the consumer who is the subject of the report. Customer agrees to notify consumers of adverse action and make the disclosures required by the FCRA. Customer's employees may not attempt to obtain reports on themselves, associates, or others except in the exercise of their official duties. Customer agrees to use reasonable efforts to use the following identifiers when requesting information: full last and first name, middle initial, full current street address and zip code, year of birth, any generational designation, and Social Security number.

4. Customer agrees to take all necessary measures to prevent unauthorized access to and disclosure of information. Customer will establish and enforce policies allowing access to information only as permitted by the FCRA and this Agreement. At a minimum, Customer agrees to follow CSCCS's Fraud Prevention Security Policy, including but not limited to measures to prevent unauthorized access to information through Customer's assigned number, access codes and any equipment owned or kept by Customer through which the credit reporting database may be accessed. Customer agrees to indemnify and hold CSCCS harmless from any expense or

damage arising or resulting from improper access to or disclosure of information obtained through CSCCS.

5. Customer acknowledges that CSCCS secures information from third party sources and that, for the price of the information, CSCCS cannot guarantee its accuracy. **CUSTOMER RELEASES CSCCS AND ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING ANY SPECIAL OR EXEMPLARY DAMAGES AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, EVEN IF CSCCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE ACCURACY OF THE INFORMATION, CUSTOMERS USE OF THE INFORMATION, OR THE INTERRUPTION OR LOSS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.**
6. Customer will furnish all appropriate data that it believes may have been used for fraudulent purposes to Equifax for inclusion in Equifax's SAFESCAN System. Appropriate data shall include, but is not limited to, consumer names, aliases, Social Security numbers, addresses (current and former) and telephone numbers (business and residential). Customer also agrees to furnish the addresses of known mail-receiving services and prisons. Customer agrees to make no credit-granting, insurance, or employment decisions based on a SAFESCAN message alone. Customer understands that the information supplied by Equifax's SAFESCAN system may or may not apply to the consumer who has made the application and that a SAFESCAN message is merely an indication that Customer should thoroughly verify application information before making a decision.
7. Customer agrees that, if it should ever request, use or receive from CSCCS credit information that includes information from a credit reporting database other than the Equifax database ("Merged File"), and it takes adverse action against a consumer as a result of information contained in a Merged File, it will list all databases used on its adverse action notice, regardless of whether information from each database is a factor in the adverse decision.
8. Customer agrees to pay CSCCS within thirty (30) days of the date of each CSCCS invoice. CSCCS may assess a late charge of 1 1/4% per month or the highest rate allowed by law, whichever is less, on overdue accounts. Customer agrees to pay, if applicable, a nonrefundable administrative fee for setup and to maintain minimum monthly usage of credit reports or pay monthly charges, or both, as periodically set by CSCCS. Customer agrees to pay a deposit as specified in a letter agreement to be executed with this Agreement, to be refunded without interest after service has been discontinued and Customer's account has been fully reconciled. CSCCS may deduct any unpaid charges from the deposit before refunding to Customer.
9. Customer agrees that CSCCS shall have the right to audit Customer's use of credit reports during business hours, without prior notice, to assure compliance with this Agreement and the FCRA.
10. Either party may terminate this Agreement without cause upon thirty (30) days' written notice. However, CSCCS may immediately terminate service, without prior notice, if Customer breaches any term of this Agreement, including but not limited to: (a) failure to pay amounts when due; (b) violation of the FCRA or any state or local law governing credit reporting; or (c) refusal to fully cooperate with CSCCS in allowing access to necessary records for an audit pursuant to Section 9 of this Agreement. Any supplements to this Agreement will terminate when this Agreement terminates.
11. Customer agrees to follow all applicable laws relating to its access to and use of credit information. Customer understands that requesting reports for purposes other than those allowed under the FCRA may create a civil cause of action against Customer. Customer also understands that the criminal penalties under the FCRA for improper access to credit information include fines and imprisonment.
12. Customer will address any written notice to CSCCS required by this Agreement to Corporate Secretary, CSC Credit Services, Inc., 652 N. Sam Houston Parkway E., Suite 400, Houston, Texas 77060 or another address designated in writing by CSCCS to Customer. CSCCS will address any written notice to Customer required by this Agreement to Customer's address at the end of this Agreement or another address designated in writing by Customer to CSCCS.
13. This Agreement and any supplements and letter agreements executed by the parties supersede all prior agreements relating to the subject matter of this Agreement, and constitute the entire agreement between Customer and CSCCS. There are no written or oral understandings that are not fully expressed in this Agreement, any supplements, and letter agreements. Letter agreements may not conflict with this Agreement and may address only pricing, administrative fee, minimum monthly usage, minimum monthly charges, deposit, lease charges and lease term. Pricing, minimum monthly usage, minimum monthly charges, and deposit shall be subject to change by CSCCS on thirty (30) days' written notice unless otherwise specified in a Letter Agreement. No changes may be made to this Agreement except in writing by the president or a vice president of CSCCS.
14. The undersigned Customer representative is authorized to make this Agreement.

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15. Customer may not assign this Agreement. CSCCS may, with written notice, assign this Agreement. This Agreement is effective when CSCCS accepts it.

INFORMATION FURNISHER

16. Customer may, at its option, agree to prepare and furnish to CSCCS or its designee, on a non-exclusive basis and at no charge, accounts receivable data (hereinafter referred to as "Customer Account Information"). CSCCS is not obligated by this agreement to accept Customer's Account Information. If Customer chooses this option, Customer agrees:

- a. to follow all applicable federal, state and local laws regarding the reporting and verification of information, including the FCRA as amended;
- b. to prepare and furnish Customer Account Information in a mutually agreeable format, including the B2/B3 segments of the Metro Consumer Reporting Format;
- c. to use reasonable efforts to provide accurate and complete information;
- d. to use reasonable efforts to use the following identifiers when reporting information:
 - i. full last and first name and middle initial;
 - ii. full current street address and zip code;
 - iii. year of birth;
 - iv. any generational designation; and
 - v. Social Security number;
- e. that CSCCS may incorporate Customer's Customer Account Information into any computerized consumer credit reporting system;
- f. that Customer Account Information, once incorporated, shall be the property of CSCCS;
- g. to notify CSCCS promptly when it discovers that any information it provided under this Agreement is inaccurate;
- h. that Customer will be liable for any loss or damage incurred by CSCCS as a result of Customer knowingly supplying inaccurate Customer Account Information to CSCCS or as a result of CSCCS supplying such information to any other person; and
- i. to update all Customer Account Information at least quarterly, if Customer reports manually.

RISK SCORING MODELS

17. Customer agrees to all the terms in paragraphs 17 through 22 if Customer should ever request, use or receive DAS, BEACON, or any other consumer prediction score available from CSCCS and Equifax.

18. BEACON and DAS are Risk Scoring Models ("Risk Scores") applied by Equifax, which periodically establishes the prices for those services. BEACON was developed by The Fair Isaac Companies. BEACON and DAS are point scorable prediction models computed using consumer credit information in Equifax's automated consumer reporting system, and designed to predict the risk that an individual will not pay his or

her accounts as agreed (BEACON), and that an individual will file bankruptcy (DAS). CSCCS shall also provide Customer up to four of the factors contributing to the Risk Score.

19. Customer agrees to request Risk Scores only for its own use, and further agrees that all Risk Score information will be kept in strict confidence, except as allowed by law. Customer agrees to hold Equifax, CSCCS, The Fair Isaac Companies and their agents and employees harmless from any expense or damage arising or resulting from the publication or other disclosure of the Risk Scores by Customer or Customer's employees or agents contrary to this Agreement.

20. Equifax and CSCCS reasonably believe:

- a. that BEACON, DAS, and all other consumer prediction scores available from CSCCS and Equifax, subject to validation by Customer on its own records, are intended to be "empirically derived, demonstrably and statistically sound credit scoring systems" as defined in Regulation B, 12 C.F.R. pt. 202 ("Reg. B"), promulgated by the United States Federal Reserve Board pursuant to the Equal Credit Opportunity Act;
- b. that neither BEACON, DAS nor any other consumer prediction score available from CSCCS and Equifax, use a "prohibited basis," as such term is defined and permitted in Reg. B; and
- c. that the method used for generating the principal factors contributing to the Risk Scores complies with Reg. B.

21. Customer acknowledges that it is responsible for meeting the requirements of the Equal Credit Opportunity Act and Reg. B. Customer understands that it is required by Reg. B to validate the Risk Scores and information on its own applicants and customers. If Customer determines that Risk Scores or other information cannot be validated for its own applicants and customers, it shall immediately cease using and requesting Risk Scores and notify Equifax and CSCCS.

22. Customer acknowledges that the Risk Scores only represent an opinion and are not guaranteed to be accurate predictors for Customer's applicants and customers. Customer understands that the Risk Score is only one of many items of information it can use in connection with its review and decision regarding an applicant or customer. Customer releases Equifax, CSCCS, The Fair Isaac Companies, their officers, employees, agents, sister and affiliated companies and any third party contractors and suppliers from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Customer as a result of any failure of the Risk Scores to accurately predict the credit worthiness of any of Customer's applicants and customers. In the event the Risk Scores were not correctly applied by Equifax to the credit file, the credit file will be reprocessed at no additional charge.

GEOCODE INFORMATION

23. Customer agrees to all the terms in paragraphs 23 through 25 if Customer should ever request, use, or receive GeoCode Information from CSCCS.

24. GeoCode Information is provided only to aid Customer in complying with certain legal requirements and in marketing efforts. CSCCS assumes no responsibility for any use of the GeoCode Information by Customer. Customer assumes all responsibility for complying with all legal requirements for which GeoCode Information may be used. Customer agrees and acknowledges that the GeoCode Information provided under this Agreement is not provided to aid Customer in determining whether to grant credit.

25. Customer will indemnify, defend and hold harmless CSCCS from all liability, loss, costs, claims, expenses, demands and fees, including reasonable attorneys' fees, arising out of Customer's use of the GeoCode Information provided under this Agreement.

AUTOMOBILE DATA

26. Customer agrees to the terms of paragraphs 26 through 28 if Customer should ever request, use, or receive Vehicle History Information Reports and/or Department of Motor Vehicle Reports ("Automobile Data") from CSCCS.

27. Customer certifies that if it accesses Automobile Data from CSCCS, it will do so only in connection with the purchase or trade-in of the automobile on which information is sought. Customer agrees to keep Automobile Data confidential except for disclosure to the individual with whom the purchase or trade-in is contemplated. Customer agrees to make no decision based on the Automobile Data alone. Customer understands that the Automobile Data may or may not apply to the individual with whom the purchase or trade-in is contemplated and that the Automobile Data may be merely an indication that Customer should thoroughly verify information provided by the individual before making a decision.

28. Customer is fully aware of the current disclaimer (below) attached to each and every Automobile Data report and agrees to its terms. By using reports in the future Customer agrees to the terms of any and all future disclaimers attached to future reports whether printed or delivered on a computer screen. Current Disclaimer: "NOTE: IT IS NOT ALWAYS POSSIBLE FOR AUTOCHECK TO OBTAIN THE COMPLETE HISTORY OF EACH VEHICLE. There may be additional information or other potential problems with this vehicle or its title which are not in the AutoCheck database. Major Damage History records are provided by CCC Information Services, Inc. NO RESPONSIBILITY IS ASSUMED BY AUTOCHECK OR ITS AGENTS OR PRINCIPALS FOR ERRORS, INACCURACIES, OR OMISSIONS IN THIS REPORT."

AUTOCHECK FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

SOFTWARE LEASE

29. If Customer should ever lease computer software from CSCCS for integration into the computerized reporting system to permit access to the information available under this Agreement, Customer agrees to the terms in this paragraph and to those that will be contained in a letter agreement to be executed with this Agreement or at a later time. Customer agrees to the terms of the Software License Agreement for the applicable software leased or purchased by Customer. Any implied warranties including any warranties of merchantability or fitness for a particular purpose are limited to the term of the express warranties. CSCCS shall not in any case be liable for special, incidental, consequential, indirect or other similar damages arising from any breach of these warranties, even if CSCCS has been advised of the possibility of such damages.

AGREED BY CUSTOMER:

POLK COUNTY
(Name of Customer)

By: John P. Thompson
(Signature of Authorized Representative)

John P. Thompson
(Print name of Representative)

County Judge
(Print title of Representative)

County Courthouse, 3rd floor
101 W. Church St., Livingston, TX 77351
(Customer Address, City, State and Zip)

Barbara Hayes 936-327-6830
Indigent Health Care Administrator
(Name and Telephone number of Customer Contact)

Date: August 21, 2001

ACCEPTED:

CSC CREDIT SERVICES, INC.

By: _____

In: _____

Date: _____

