



POLK COUNTY COMMISSIONERS COURT

APRIL 27, 2004

10:00 A.M.

2004-038

Polk County Courthouse, 3rd floor

Livingston, Texas

NOTICE

Is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda topics

1. CALL TO ORDER.
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
 - PRESENTATION OF RESOLUTION RECOGNIZING JOHN MCDOWELL'S YEARS OF COUNTY SERVICE.
 - RECOGNIZE THE POLK COUNTY HISTORICAL COMMISSION'S DISTINGUISHED SERVICE AWARD.

FILED FOR RECORD

2004 APR 21 AM 9:45

Barbara Middleton
 BARBARA MIDDLETON
 POLK COUNTY CLERK

OLD BUSINESS

4. CONSIDER APPROVAL OF ORDER UPDATING AND ADOPTING RULES, REGULATIONS AND REQUIREMENTS PROVIDING FOR THE SUPERVISION OF THE DEVELOPMENT OF NEW SUBDIVISIONS OR RE-SUBDIVISIONS IN POLK COUNTY, OUTSIDE THE LEGAL LIMITS OF ANY INCORPORATED CITY.
5. CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF APPROXIMATELY \$1,345,000 POLK COUNTY, TEXAS GENERAL OBLIGATIONS REFUNDING BONDS, SERIES 2004 AND MATTERS RELATED THERETO.

NEW BUSINESS

6. CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 13, 2004.
7. CONSIDER APPROVAL OF ORDER RENEWING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE COUNTY.
8. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT. 1) LOTS 577, 578 & 579, FORESTERS RETREAT #3; (PCT. 3) LOT 20A, BLK 20, NW ¼ OF A.B. GREEN SUBD.; (PCT. 4) LOTS 172-181, BIG THICKET LAKE ESTATES #16; LOTS 125 & 126, BIG THICKET LAKE ESTATES #20; LOTS 98 & 100, BIG THICKET LAKE ESTATES #22.
9. CONSIDER APPROVAL OF PCT. 3 CONSTABLE'S REQUEST TO SUBMIT TOBACCO COMPLIANCE GRANT APPLICATION TO THE STATE COMPTROLLER.
10. CONSIDER APPROVAL OF TRI-PARTY AUDITING AGREEMENT BETWEEN CONCENTRA PREFERRED SYSTEMS, POLK COUNTY/TEXAS ASSOCIATION OF COUNTIES AND BLUE CROSS BLUE SHIELD OF TEXAS.
11. CONSIDER APPROVAL OF AGREEMENT WITH EZACCESS FOR EZNETPAY INTERNET BASED CREDIT CARD PAYMENT SYSTEM FOR ALL APPLICABLE COUNTY DEPARTMENTS.
12. CONSIDER APPROVAL OF AGREEMENT WITH LTC ELECTRONIC SERVICES TO PROVIDE SOFTWARE AND CLAIMS SERVICES FOR POLK COUNTY AGING SERVICES.
13. CONSIDER APPROVAL OF MEDICAL SERVICE AGREEMENT WITH DR. GARY RANDALL FOR INDIGENT HEALTH CARE MANDATED PROVIDER SERVICES.
14. CONSIDER APPROVAL OF AGREEMENT WITH SOUTHEAST TEXAS FOOD BANK FOR PANTRY SERVICES TO POLK COUNTY AGING SERVICES.

15. RESCIND ORDER AUTHORIZING THE ISSUANCE OF TIME WARRANT FOR ROOF REPAIRS AT POLK COUNTY REGIONAL HEALTH CENTER (AMOUNT WAS INCLUDED IN REIMBURSEMENT RESOLUTION APPROVED BY COMMISSIONERS COURT ON NOVEMBER 25, 2003)
16. RECEIVE COUNTY TREASURER'S QUARTERLY REPORT FOR 2ND QUARTER (JAN-FEB-MAR) FY 2004.
17. CONSIDER APPROVAL OF ADVERTISING FOR BIDS FOR COUNTY ROAD RECONSTRUCTION IN LAKESIDE VILLAGE (PCT.4).
18. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
19. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTIONS FOR CAPITAL OUTLAY PURCHASES TO DATE.
20. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
21. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
22. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
23. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge



Posted: April 21, 2004

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, April 21, 2004 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

FILED FOR RECORD

2004 APR 21 AM 9:45



BARBARA MIDDLETON
POLK COUNTY CLERK



April 27, 2004
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor

Livingston, Texas

ADDENDUM to Posting # 2004-038

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 27, 2004 at 10:00 A.M.

AMEND TO READ;

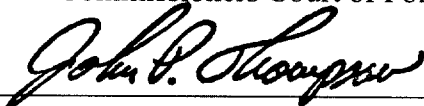
- 4. CONSIDER APPROVAL OF ORDER AMENDING SUBDIVISION SPECIFICATIONS FOR POLK COUNTY AND THE SCHEDULING OF A WORKSHOP FOR DISCUSSION OF FUTURE REVISIONS.

AMEND TO ADD;

- 24. CONSIDER APPROVAL OF NEGOTIATED SETTLEMENT IN VANCO (BANKRUPTCY) VS. POLK COUNTY WASTE MANAGEMENT.
- 25. CONSIDER APPROVAL OF FINAL PLAT OF BEACON BAY SUBDIVISION, SECTION TWO.

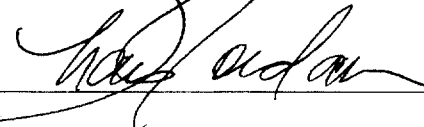
Commissioners Court of Polk County, Texas

Dated: Friday, April 23, 2004.

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, April 23, 2004 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 FOR RECORD
2004 APR 23 PM 4:25


BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS }

DATE: APRIL 27, 2004

COUNTY OF POLK }

REGULAR MEETING

Commissioner Willis-Absent

**COMMISSIONERS COURT
AGENDA POSTING #2004-038**

BE IT REMEMBERED ON THIS THE 27th DAY OF APRIL, 2004
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING:
BOBBY SMITH, COMMISSIONER PCT #2, JAMES J. "Buddy" PURVIS, COMMISSIONER
PCT #3, C. T. "TOMMY" OVERSTREET, COMMISSIONER PCT #4, BARBARA MIDDLETON,
COUNTY CLERK & B.L. DOCKENS, COUNTY AUDITOR, THE FOLLOWING AGENDA
ITEMS, ORDERS & DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
INTRODUCTION & OPENING PRAYER BY REV. BARRY JEFFRIES OF CENTRAL BAPTIST
CHURCH.
JOE ROEDER LED THE PLEDGES TO THE UNITED STATES AND TEXAS FLAGS.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO
APPROVE "RESOLUTION" RECOGNIZING JOHN McDOWELL'S YEARS OF COUNTY
SERVICE.
ALL VOTING YES. (SEE ATTACHED)
 - B. JUDGE THOMPSON RECOGNIZED THE POLK COUNTY HISTORICAL COMMISSION'S
DISTINGUISHED SERVICE AWARD, WHICH WILL BE GIVEN TO WANDA BOBINGER
ON MAY 7TH IN AUSTIN AT THE STATE CONFERENCE.
 - C. NOLA RENEAU REPORTED ON COUNTY TEAM WHO PARTICIPATED IN THE CANCER
RELAY FOR LIFE WALKATHON HELD ON APRIL 23, 2004.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE
"ORDER" AMENDING SUBDIVISION SPECIFICATIONS FOR POLK COUNTY AND THE
SCHEDULING OF A WORKSHOP FOR DISCUSSION OF FUTURE REVISIONS.
ALL VOTING YES. (SEE ATTACHED)
5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET "TO TABLE"
CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF
APPROXIMATELY \$1,345,000 POLK COUNTY, TEXAS GENERAL OBLIGATIONS
REFUNDING BONDS SERIES 2004, PER FINANCIAL CONSULTANT RECOMMENDATION.
ALL VOTING YES.
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE
THE MINUTES OF THE REGULAR MEETING OF APRIL 13, 2004.
ALL VOTING YES.

7. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE "ORDER" RENEWING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES IN THE COUNTY FOR A TWO (2) YEAR PERIOD.
ALL VOTING YES. (SEE ATTACHED)

8. **(A) PRECINCT #3:**
MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH TO ACCEPT OFFER ON TAX FORECLOSURE PROPERTY;
LOT 20A, BLK 20, NW 1/4 OF A.B. GREEN SUBDIVISION.

(B) PRECINCT #4:
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH TO ACCEPT OFFER ON TAX FORECLOSURE PROPERTY IN PCT. #4;
LOTS 172 -181, BIG THICKET LAKE ESTATES #16,
LOTS 125 & 126, BIG THICKET LAKE ESTATES #20,
LOTS 98 & 100, BIG THICKET LAKE ESTATES #22.
ALL VOTING YES.

(C) PRECINCT #1:
LOTS 577 578 & 579, FORESTERS RETREAT #3 - SOLD PRIOR TO COURT AND WAS REMOVED FROM AGENDA.

9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET TO APPROVE REQUEST OF CONSTABLE OF PCT #3 TO SUBMIT TOBACCO COMPLIANCE GRANT APPLICATION TO THE STATE COMPTROLLER..
ALL VOTING YES.

10. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET TO APPROVE THE TRI-PARTY AUDITING AGREEMENT BETWEEN CONCENTRA PREFERRED SYSTEMS, POLK COUNTY/TEXAS ASSOCIATION OF COUNTIES AND BLUE CROSS BLUE SHIELD INSURANCE OF TEXAS.
ALL VOTING YES. (SEE ATTACHED)

11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH TO APPROVE AGREEMENT WITH E Z - ACCESS FOR E Z - NET PAY INTERNET BASED CREDIT CARD PAYMENT SYSTEM FOR ALL APPLICABLE COUNTY DEPARTMENTS WITH A REVISED TERMINATION CLAUSE.
ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE AGREEMENT WITH LTC ELECTRONIC SERVICES TO PROVIDE SOFTWARE AND CLAIMS SERVICES FOR POLK COUNTY AGING SERVICES.
ALL VOTING YES. (SEE ATTACHED)

13. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE A MEDICAL SERVICE AGREEMENT WITH DR. GARY RANDALL FOR INDIGENT HEALTH CARE MANDATED PROVIDER SERVICES.
ALL VOTING YES. (SEE ATTACHED)

14. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE AGREEMENT WITH SOUTHEAST TEXAS FOOD BANK FOR PANTRY SERVICES TO POLK COUNTY AGING SERVICES.
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, "TO RESCIND ORDER" AUTHORIZING THE ISSUANCE OF TIME WARRANT FOR ROOF REPAIRS AT POLK COUNTY REGIONAL HEALTH CENTER AS APPROVED BY COMMISSIONERS COURT **AUGUST 12, 2003**.
ALL VOTING YES.
16. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET TO ACCEPT THE COUNTY TREASURER'S QUARTERLY REPORT FOR THE 2ND QUARTER FY- 2004, (JAN-FEB-MAR)
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE ADVERTISING FOR BIDS FOR COUNTY ROAD RECONSTRUCTION IN IAKESIDE VILLAGE, PRECINCT #4.
ALL VOTING YES.
18. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO RECEIVE THE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT & TO REMAIN ON FILE IN THE COUNTY AUDITOR'S OFFICE.
ALL VOTING YES.
19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE REIMBURSEMENT RESOLUTION FOR CAPITAL OUTLAY PURCHASE TO DATE.
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE BUDGET REVISIONS AS PRESENTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
21. MOVED TO END OF AGENDA.
22. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE THE SCHEDULE OF BILLS, INCLUDING ADDENDUMS.
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
04-07-04	\$63,431.20	ACH 417
04-07-04	\$206,869.98	ACH 418
04-07-04	\$6,554.47	186062 - 186079
04-08-04	\$37,275.59	186080 - 186118
04-12-04	\$228.00	090291 - 090328
04-12-04	\$4,009.66	186119 - 186121
04-12-04	\$129,555.18	186122

04-13-04	\$670.00	090329 - 090415
04-13-04	\$516.00	090416 - 090418
04-13-04	\$448.00	186123 - 186124
04-13-04	\$20,397.35	186125 - 186133
04-16-04	\$28,129.49	186134 - 186138
04-16-04	\$220.00	186139
04-19-04	\$352.04	186140 - 186140
04-20-04	\$133,951.00	186141 - 186296
04-27-04	\$37,224.60	ADDENDUM (to appear on future schedule)
TOTAL	\$669,833.19	

23. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)

24. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE NEGOTIATED SETTLEMENT IN THE AMOUNT OF \$5,906.40 IN VANCO (BANKRUPTCY) VS. POLK COUNTY WASTE MANAGEMENT, PER THE RECOMMENDATION OF LEGAL COUNSEL.
ALL VOTING YES.

25. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, "TO TABLE" APPROVAL OF FINAL PLAT OF BEACON BAY SUBDIVISION SECTION #2.
ALL VOTING YES.

21. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE BUDGET AMENDMENT, USING MONEY FROM SOLID WASTE RESERVE FUND TO PAY NEGOTIATED SETTLEMENT IN THE VANCO (BANKRUPTCY) VS. POLK COUNTY SUIT. (AS APPROVED IN ITEM #24) ALL VOTING YES.

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 27TH DAY OF APRIL 2004 AT 10:30 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK
C:\Barbara M\COMMCRT. 2004\APR27.2004.wpd

Item # 3A

RESOLUTION

VOL 50 PAGE 433

of the POLK COUNTY COMMISSIONERS COURT

Recognizing the Service of

John McDowell

WHEREAS, John McDowell began his employment with Polk County in the Spring of 1991, serving as Emergency Management Coordinator for 13 years - until April of this year; and

WHEREAS, throughout his term, John has been a valued Employee who has provided the benefit of his skills, knowledge and loyal service while faithfully administering the duties and responsibilities of his position; and

WHEREAS, John has worked tirelessly to improve the function, capability and quality of emergency response in Polk County, committing his time and efforts to the safety and welfare of the people living in this and surrounding counties; and

WHEREAS, aside from the attention to his own Department, John has willingly offered his support to other County Departments, local agencies and community organizations; and

WHEREAS, The Commissioners Court of Polk County wishes to recognize the exemplary service and contribution that John McDowell has made during his employment with Polk County;

NOW, THEREFORE, BE IT RESOLVED,

that this Resolution be entered into the official record of the Court, recognizing the quality of public service given by John McDowell to the Employees, Officials and Citizens of Polk County, Texas and offering the sincere appreciation and gratitude of this Commissioners Court.

SIGNED AND ENTERED, this the 27th day of April, 2004.



John P. Thompson, County Judge

Bob Willis, Commissioner Pct. 1

Bobby Smith, Commissioner Pct. 2

James J. "Buddy" Purvis, Commissioner Pct. 3

Attest;

Barbara Middleton, County Clerk

Charles T. "Tommy Overstreet, Commissioner Pct. 4

Item #4

COUNTY OF POLK §
STATE OF TEXAS §

Order Amending Subdivision Specifications for Polk County, Texas

WHEREAS, under the authority of Chapter 232, Local Government Code, the Polk County Commissioners Court adopted Subdivision Specifications for Polk County, Texas on December 12, 1983, effective January 1, 1984, as amended; and

WHEREAS, the Subdivision Specifications require revision or amendment periodically to ensure continued compliance with Chapter 232, Local Government Code; and

WHEREAS, Section 232.001, Local Government Code, has been amended by the Texas Legislature; and

WHEREAS, the statutory amendment changes the definition of plat requirements by substituting the word "or" for the word "and"; and

WHEREAS, Polk County is required to apply the provisions of Chapter 232 as adopted by the Texas Legislature;

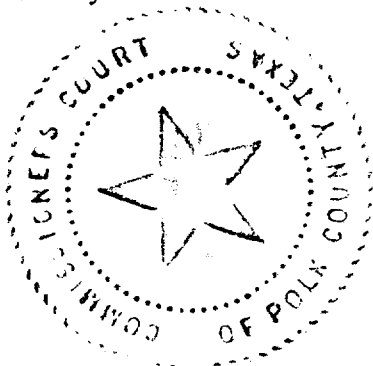
It is hereby ORDERED that the Subdivision Specifications of Polk County, Texas are amended at line 4 of Paragraph VIII on page 4 by striking the word "and" and substituting the word "or" on said line.

Adopted this 27th day of April, 2004, by a vote of 4 ayes and 0 nays, *1 absent.*

John P. Thompson
County Judge

Attest:

Barbara J. Deltor
County Clerk



Item #7



OF THE POLK COUNTY COMMISSIONERS COURT
Approving Polk County's Tax Abatement Criteria & Guidelines

WHEREAS, The Polk County Commissioners Court met in a regularly called session on April 27, 2004 and where among other business found that the "Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the County of Polk, State of Texas," as amended April 25, 1994, have been reviewed and found to be in order; and

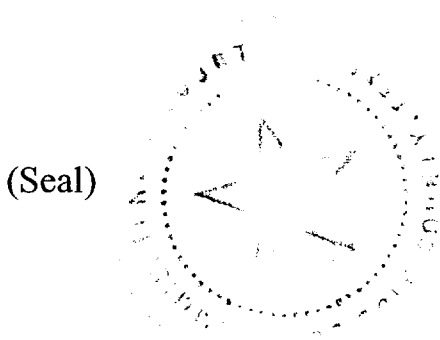
WHEREAS, This Court wishes to renew the existing Criteria and Guidelines for the purpose of making tax abatement incentives available within the County.


Now, Therefore, be it ordered by the Commissioners Court of Polk County, Texas, that the "Guideline and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the County of Polk, State of Texas," as amended April 25, 1994 are hereby approved and renewed for a period of two years.

Ordered and adopted on this, the 27th day of April, 2004.


John P. Thompson, County Judge

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification.




Barbara Middleton, County Clerk
Polk County, Texas

Item #10

**TRI-PARTY AUDITING
SERVICES AGREEMENT**

AMONG

County of Polk/TAC

CONCENTRA PREFERRED SYSTEMS, INC.

AND

BLUE CROSS AND BLUE SHIELD OF TEXAS,

a division of
HEALTH CARE SERVICE CORPORATION,
a Mutual Legal Reserve Company

4800 3117

TRI-PARTY AUDITING SERVICES AGREEMENT

This Tri-Party Auditing Services Agreement ("Agreement") is entered into effective as of 8/1/2001 (the "Effective Date") by and among Concentra Preferred Systems, Inc., a Delaware corporation ("CPS") and Blue Cross and Blue Shield of Texas, a division of Health Care Service Corporation, a Mutual Legal Reserve Company ("BCBSTX"), and County of Polk/TAC ("Client"). CPS, BCBSTX and/or Client shall be individually referred to as a "Party", and collectively as "Parties."

RECITALS

WHEREAS, Client is the sponsor of an ERISA-qualified, health and welfare benefits plan under which it offers various health benefits to its employees and their dependents; and

WHEREAS, BCBSTX and Client have previously entered into a contractual arrangement whereby BCBSTX provides administrative services to support the payment of health benefits claims for the Client's qualified employees and their dependents ("Members"); and

WHEREAS, CPS offers its clients a comprehensive panel of health care cost management services;

WHEREAS, Client desires to engage CPS to perform certain health care cost management services upon its request, and CPS desires to provide such services, pursuant to and in accordance with the terms of this Agreement; and

WHEREAS, Client acknowledges that in order to facilitate CPS' performance of the cost management services, BCBSTX must release personal and confidential medical information relating to the Members and the Client approves of such release of information.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and conditions contained herein, Client, BCBSTX and CPS agree as follows:

1. **ENGAGEMENT.**

1.1 Client hereby appoints and engages CPS to provide certain health care cost management services through HBMS, and CPS hereby accepts such appointment and engagement, all subject to the terms and conditions of this Agreement. Client further directs, authorizes and consents to BCBSTX assisting CPS in the performance of the HBMS Services as defined in Section 2.5.

2. **DEFINITIONS.**

2.1 "**DRG Services**" means the services offered by CPS to Client for identifying upcoding or miscoding of diagnostic related group-based claims for inpatient hospital services.

2.2 "**Hospital Bill Audit Services**" or "**HBA Services**" means the services offered by CPS to Client for the performance of an on-site audit of a medical provider to assess the accuracy of the charges by such provider for inpatient services.

2.3 "**Healthcare Bill Management System**" or "**HBMS**" means the proprietary health care cost management system developed and utilized by CPS.

2.4 "**HBMS Services**" or "**Services**" in an inclusive term which means either DRG Services or HBA Services or both.

3. **SERVICES.**

3.1 **HBMS Services.** CPS shall perform the HBMS Services specifically requested by Client in accordance with the protocols set forth on Exhibit A. CPS shall be responsible for performing services for Client only on those claims that meet the following financial thresholds and which—in the sole discretion of CPS—have the potential for material savings: i) all claim payments in connection with HBA Services in excess of \$10,000.00; ii) all claims in connection with DRG Services in excess of \$2,000.00 and iii) all DME, Home Infusion or other ancillary claims

which CPS in its sole discretion deem appropriate for review.

- 3.2 **Compliance with Law.** In the performance of their respective duties and obligations pursuant to this Agreement, CPS and BCBSTX shall comply with all applicable laws, rules, and regulations applicable to CPS and/or BCBSTX, as applicable, in connection therewith, and specifically including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and other laws pertaining to confidentiality of Member-specific information.
- 3.3 **BCBSTX Services.** BCBSTX Services includes the following: i) Provide CPS with claims extract data, provider reimbursement information and access to BCBSTX's automated claim system and other records as necessary for CPS to perform the HBMS Services for Client; ii) Respond to Client / Member inquiries; iii) Coordinate with local Blue Cross and Blue Shield Plans on the re-pricing of claims paid as the result of the HBMS Services; and iv) Provide detailed supporting documentation for the benefit of Client to support the recovery payment.

4. COMPENSATION

4.1 Base Fee. Client shall reimburse CPS and BCBSTX at the following rates:

- (a) **HBA.** For HBA Services in which CPS performs the collection of provider reimbursement pursuant to Section 4.2, Client shall pay CPS twenty-eight percent (28%), and BCBSTX five percent (5%) of the difference between the total amounts paid by the Client on the original claim and the repriced claim amount of the same claim after CPS provides HBA services, but only to the extent that said difference is actually collected from the provider by or on behalf of Client.
- (b) **DRG.** For DRG Services where CPS performs the collection of reimbursement pursuant to Section 4.2, Client shall pay CPS twenty-eight percent (28%), and BCBSTX five percent (5%), of the difference between the total amounts paid by the Client on the original claim and the repriced claim amount of the same claim after CPS provides DRG services, but only to the extent that said difference is actually collected from the provider by or on behalf of Client.

4.2 Method of Payment. CPS shall: (a) obtain refund from the provider in the form of a check or draft made payable to CPS, (b) deposit said refund in its bank, (c) Provide Client with a photocopy of the provider's refund check and issue a check payable to Client representing the refund amount net of the applicable CPS fees and BCBSTX fees, as described in Section 4.1, and (d) issue a check payable to BCBSTX in payment of BCBSTX's fees.

4.3 Costs to Perform Services. CPS will be responsible for all of its costs related to the performance of the HBMS Services, including, for example, medical record fees charged by providers, travel costs, administration costs and other fees. BCBSTX will be responsible for its own costs in the support of the CPS services.

4.4 Responsibility for Bill Payment. All Parties acknowledge and agree that the BCBSTX administrative services for the adjudication and payment of eligible health benefits claims of Client's Members is solely the right and responsibility of BCBSTX under separate agreement between Client and BCBSTX. CPS has no authority or responsibility for services rendered by BCBSTX under such agreement. All Parties agree not to make any representation to the contrary to any person.

5. TERM AND TERMINATION.

5.1 Initial Term. The initial term of this Agreement shall be for three (3) years from the Effective Date unless earlier terminated as provided in this Agreement. Any Party may terminate this Agreement at any time during the term of this Agreement upon one hundred twenty (120) days' prior written notice to the other Party.

5.2 Renewal Periods. Unless either Party provides written notice of nonrenewal at least sixty (60) days before the end of the initial term (or the end of any renewal period thereafter, as the case may be), this Agreement shall be automatically renewed for additional one (1) year terms thereafter.

5.3 For Material Breach. Any Party may terminate this Agreement in the event of a material breach of this Agreement by providing notice to the breaching Party and the other Party setting forth the nature of the breach and a description of the facts underlying the breach sufficient to identify the breach. This Agreement shall terminate thirty (30) days from the date of receipt of such notice, unless the breach is cured to the reasonable satisfaction of the nonbreaching Parties.

5.4 Other Causes for Termination. This Agreement shall terminate without notice upon the occurrence of any one of the following events:

- i) Termination of the agreement for administrative health benefits services between Client and BCBSTX
- ii) Upon any Party's attempt, which attempt shall be null and void, to assign this Agreement or the right to receive the Information (as defined herein); or
- iii) Upon the enactment or the effective date, whichever occurs first, of any federal or state law, rule or regulation of an agency having jurisdiction, which shall prohibit, in part or in full, any Party from fulfilling its obligations thereunder. In such event, no penalty, liability or damage shall be applicable or claimed by any Party against the other Parties.

5.5 Effect of Termination. Upon termination of this Agreement for any reason, the following shall apply: (a) CPS shall cease to provide any HBMS Services requested by Client BCBSTX hereunder except for those services that it believes can be completed prior to the effective date of termination; and (b) CPS and Client shall cooperate with one another as to the appropriate method of collection of reimbursement for HBMS Services that are pending for Client. The provisions of Sections 6, 7, 8.2, 8.4, 8.7, 8.9, 8.11, 8.14 and 8.15 shall survive the termination of this Agreement. All parties agree to cooperate in good faith in the resolution of any outstanding issues with respect to the termination of this Agreement and the transition of any of the matters hereunder.

6. CONFIDENTIALITY.

- 6.1** Client, CPS and BCBSTX all acknowledge the personal and confidential nature of the requested documents, records and other information which will be exchanged by and between the Parties in the performance of their respective obligations under this Agreement (hereinafter referred to as "Confidential Information"). Such Confidential Information includes, but is not limited to, names, addresses, other identifying information and medical diagnostic and treatment information in any form or media regarding Client's individual Members.
- 6.2** Client, CPS and BCBSTX further acknowledge that release of the Confidential Information may also reveal another Party's confidential business proprietary, and trade secret information in any form or media (hereinafter referred to as "Proprietary Information"). Such Proprietary Information includes, but is not limited to, the disclosing Party's policies, contracts, programs, practices, data and information not generally known to the public; databases, software, designs and related technology developed by the disclosing Party, inventions, product or service pricing information, automated systems for claims, providers, financial information, pricing information, membership information relating in any way to existing, prior or potential customers or providers of the disclosing Party; or any Confidential Information or Proprietary Information in any form or media provided to CPS by other Blue Cross Plans within the National Blue Cross and Blue Shield system.
- 6.3** Client, CPS and BCBSTX agree to maintain the confidentiality of the Confidential Information and any Proprietary Information disclosed during the term of this Agreement by or between any Party (both types of which are collectively referred to herein as "Information").
- 6.4** BCBSTX agrees to release the requested Confidential Information directly to CPS in a format as mutually agreed upon by the parties.
- 6.5** Client and BCBSTX expressly acknowledge that any Confidential Information exchanged by and between CPS and BCBSTX is also governed by the terms and conditions of the separate administrative services agreement between Client and BCBSTX. Client consents to the release of its Member Information by BCBSTX to CPS as necessary to support CPS in providing the HBMS Services to Client.
- 6.6** Client, CPS and BCBSTX shall:
 - a. Use the Information only for the purpose of complying with the terms and conditions of this Agreement and any separate agreement between Client, CPS and/or BCBSTX respectively;
 - b. Maintain the Information at specific locations under the control of CPS and/or BCBSTX and take reasonable steps to safeguard the Information and to prevent unauthorized disclosure of it to third parties, including those of any Party's employees not directly involved in the performance of duties under this

Agreement;

- c. Advise their respective employees who receive the Information of the existence and terms of this Agreement and of the obligations of confidentiality herein; and,
- d. Use, and require their respective employees to use, at least the same degree of care to protect Information as is used to protect its own proprietary and confidential information.

6.7 All obligations undertaken herein to safeguard the confidentiality of the Information shall survive the expiration or termination of this Agreement.

7. LIABILITY; INDEMNIFICATION; REMEDIES.

7.1 ***Disclaimer of Warranties.*** EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. SPECIFICALLY, CPS DOES NOT WARRANT THAT ITS SERVICES WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THE DATABASES IT USES IN THE PERFORMANCE OF THE SERVICES ARE WITHOUT DEFECT OR ERROR. BCBSTX, FOR ITS PART, DOES NOT WARRANT THE COMPLETENESS OR ACCURACY OF THE CONFIDENTIAL INFORMATION PROVIDED TO CPS.

7.2 ***Indemnification.*** CPS hereby covenants and agrees to indemnify, defend, and hold harmless Client and BCBSTX, and their respective officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of i) its breach of this Agreement; ii) its violation of applicable law; or iii) its negligence or misconduct or the negligence or misconduct of its contractors in the performance of its duties and obligations pursuant to this Agreement.

Client hereby covenants and agrees to indemnify, defend, and hold harmless BCBSTX and CPS, and their respective officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorneys' fees), arising out of its breach of this Agreement, its violation of applicable law or the negligence or misconduct of Client or its contractors in the performance of its duties and obligations pursuant to this Agreement or specifically arising from BCBSTX's release of Confidential Information to CPS for the purpose of supporting CPS' performance of the services.

Furthermore, Client specifically acknowledges and agrees that BCBSTX in its role as health benefits administrator for Client will not: i) make any adjustments to its claims systems or records with respect to the Client's individual Members, ii) provide any separate written notice to individual Members or iii) refund any monies directly or indirectly to any individual Members, as the result of the performance of the HBMS Services and the dollar recoveries arising from such Services. Client further agrees to indemnify and hold BCBSTX from any and all liability which may result from BCBSTX's failure to make such adjustments or provide such notices or refunds.

BCBSTX hereby covenants and agrees to indemnify, defend, and hold harmless CPS and Client, and their respective officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of its breach of this Agreement, its violation of applicable law or the negligence or misconduct of BCBSTX or its contractors in the performance of its duties and obligations pursuant to this Agreement.

The party seeking indemnification shall promptly notify in writing the Party from whom indemnification is sought, of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.

The Party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its

employees, agents, servants, and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

7.3 **Remedies.** The Parties acknowledge that any breach by any Party of any of the provisions of this Agreement may give rise to irreparable injury to the other Party inadequately compensable in damages alone. Accordingly, the aggrieved Party may seek and obtain preliminary and permanent injunctive or other equitable relief against the breach or threatened breach of this Agreement. Such relief shall be in addition to any other legal or equitable remedies, relief or damages that may be available to the aggrieved Party.

8. **GENERAL PROVISIONS**

8.1 **Entire Agreement.** This Agreement (including the recitals and all exhibits attached hereto) (i) represents the entire agreement between the Parties, (ii) supersedes all prior and contemporaneous purchase orders, agreements, understandings, representations and warranties relating to the subject matter of this Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both Parties.

8.2 **Notices.** All notices and consents permitted or required under this Agreement must be in writing and shall be deemed received upon delivery in person, three (3) days after submission by registered or certified mail, upon delivery by commercial courier or upon confirmation receipt if by facsimile transmission to the other Party at the address set forth below or such substitute address as a Party may specify for itself by written notice:

CPS: Concentra Preferred Systems, Inc.
535 East Diehl Road, Suite 300
Naperville, Illinois 60563
Fax: (630) 245-0740
Attn: Office of General Counsel

Client: County of Polk/TAC
101 West Church Street, Suite 102
Livingston, Tx 77351
936-327-6802
Attn: Judy B. Isaacs, Personnel Officer

BCBSTX: Blue Cross and Blue Shield of Texas, a division of Health Care Service Corporation
901 S. Central Expressway
Richardson, TX 75080
Attn: Elliott M. Jones, Divisional Vice President,
 Regional Group Markets
Ron Taylor, Vice President and General Counsel, Texas Division

8.3 **Headings.** Section and other headings in this Agreement are for convenience only and shall not be used to affect, broaden or limit this Agreement.

8.4 **Governing Law.** This Agreement shall be governed and enforced in accordance with the laws of the State of Illinois.

8.5 **Severability.** If any provision in this Agreement is invalid or unenforceable, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

8.6 **Relationship.** Neither Party is the partner, joint venturer, or representative of the other Party. CPS is an independent contractor. BCBSTX is an independent contractor. There is no employment relationship between the Parties. Neither Party has the right or authority to make any representation or warranty or incur any obligation or liability on behalf of the other Party. Neither Party shall make any representation to a third party inconsistent with this Paragraph.

- 8.7 Attorneys' Fees.** In the event of any litigation between the Parties relating to this Agreement, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing and collecting remedies, relief and damages.
- 8.8 Construction.** This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against any Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.
- 8.9 Waiver.** Acceptance by any Party of any performance less than required hereby shall not be deemed to be a waiver of such Party's right to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.
- 8.10 Assignment.** This Agreement or any duty or obligation of performance hereunder may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.
- 8.11 Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and permitted assigns.
- 8.12 Force Majeure.** Except for obligations to make payment, neither Party shall be liable to the other for any failure of (or delay in performance of) its obligations hereunder due to any cause or circumstance which is beyond its reasonable control including, but without limiting the generality of the foregoing, any failure or delay caused by strike, lockout, labor shortage, fire, explosion, shipwreck, act of God or the public enemy, war, riot, interference by the military or governmental authorities, or compliance with the laws of the United States or with the laws or orders of any other government or regulatory authority.
- 8.13 Execution.** This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The individuals signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for which they are signing.
- 8.14 Representations.** Except as provided for herein, neither party may modify, publish, transfer or assign any material in any media provided by the other party, in whole or part, or without the other party's express written permission, nor may either Party use the other Party's name, trademark or other proprietary material without the other Party's written permission.
- 8.15 Audit Rights.** At any time during the term of this Agreement and for a period of two (2) years after its termination for any reason, all Parties expressly reserve the right to request of an individual Party or both other Parties—upon serving the other Party(s) with no less than thirty (30) day's advance notice in writing as provided in Section 8.2—an on-site audit of the books and records of the other Party(s) specifically pertaining to the performance of their obligations under this Agreement. Such audits may be conducted by either employees or outside auditors of the requesting Party(s), provided that any outside auditors must comply with the terms of Section 6 of this Agreement.

[remainder of page intentionally left blank; signature page follows]

AGREED TO AND ACCEPTED EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN
BY AND BETWEEN THE PARTIES BELOW:

**Blue Cross and Blue Shield of Texas,
a division of Health Care Service Corporation,
A Mutual Legal Reserve Company
("BCBSTX")**

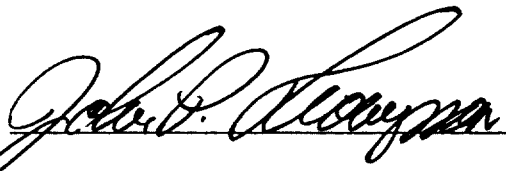
Client

By: _____

Name: Elliott M. Jones

Title: Divisional Vice President,
Regional Group Markets

Date: _____

By: 

Name: John P. Thompson

Title: Polk County Judge

Date: April 27, 2004
(approved by Polk County
Commissioners Court)

**Concentra Preferred Systems, Inc.
("CPS")**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

HEALTHCARE BILL MANAGEMENT SYSTEM SERVICES ("HBMS Services")

I. HOSPITAL BILL AUDIT SERVICES

HBA Services may be performed for claims with dates of services on the later of (a) January 1, 2000 or (b) one (1) year from the date of medical service, in accordance with the following:

Client's Role: Client will provide a letter of agency for the benefit of medical providers who are being audited, that identifies CPS as its authorized agent in a form and content acceptable to CPS.

BCBSTX Role:

(1) BCBSTX will refer Client Member paid claims data to CPS on the specific claims that have been paid by BCBSTX and requested for audit by CPS.

CPS's Role:

- (1) CPS will screen Client's paid hospital claims referred by BCBSTX to identify those claims which, in the sole discretion of CPS, have potential for material savings.
- (2) CPS will obtain the Member's medical records and itemized bill from the hospital when necessary and conduct an on-site audit of the medical provider's records.
- (3) CPS will calculate the specific amount of overpayment / underpayment on each claim or group of claims examined.
- (4) CPS will secure the written agreement of the provider as to the specific overpayment which is due to the Client.
- (5) CPS will perform the collection of the overpayment from hospital providers and remit the payment to BCBSTX and Client in accordance with Section 4.1 and 4.2.

II. DRG VALIDATION SERVICES

DRG Services may be performed for claims with dates of services on or after January 1, 1999 in accordance with the following:

Client's Role:

(1) Client will provide CPS with a letter of agency for the benefit of medical providers who are being audited, identifying CPS as its authorized agent in a form and content acceptable to CPS.

BCBSTX's Role:

(1) BCBSTX will forward its paid claim data to CPS on the specific claims that have been paid by BCBSTX and requested for audit by CPS;

CPS's Role:

- (1) CPS will screen Client's DRG claims data referred by BCBSTX and identify those claims which, in the sole discretion of CPS, have the potential for material savings;
- (2) CPS will obtain the necessary medical information underlying the targeted claims from the provider;
- (3) CPS will obtain Provider sign-off to proposed refunds of DRG claims overpayments and also obtain the written agreement of the Provider to not balance bill the patient.
- (4) CPS will perform the collection of the overpayment from the Provider.
- (5) CPS will make a corresponding payment to the Client and BCBSTX as set forth in Section 4.1 and 4.2.

Item #11

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COPY

EZAccess[®]

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

EASY ACCESS INC whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and **POLK COUNTY**, at 101 West Church Street, Livingston, Texas 77351, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called Internet Professional Services and EAI) has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

- A. This document and
- B. EXHIBITS A through F, attached hereto.

2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card

processing firms costs and fee structures to EAI routinely change, EAI's current convenience fee schedule is subject to change at any time and EAI will be allowed to modify the fee schedule at EAI's discretion under this Agreement. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to EAI, EAI will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in EAI products or services during this Agreement or after the termination of this Agreement by either party.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

EAI shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD") following the receipt from the CLIENT of an executed Application Software Professional Services Agreement. The ISD shall include, but not be limited to:

- A. Management Overview
- B. Project Strategies and Critical Success Factors
- C. Project Benefits
- D. Project Concerns and Constraints
- E. Project Size, Scope and Phasing Outline
- F. Technical Plan
- G. Project Organization Plan
- H. Training Plan
- I. Project Resource Balancing Plan
- J. Implementation Plan
- K. Policies and Administration Plan
- L. To Do List
- M. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

The parties agree to cooperate with each other in the preparation of the ISD. EAI agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

The parties further agree that the Project Schedule contemplates acceptance of the ISD by the CLIENT within a reasonable length of time and such time shall not impact the work schedule.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. EAI shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by EAI hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

- i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or
- ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify EAI. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until EAI conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to EAI within a five (5) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT shall accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the delivered ISD. Final Acceptance Testing will consist of actual usage of or benefit from the delivered SERVICES by CLIENT personnel for a period of thirty (30) days. The Final Acceptance test plan is detailed in the mutually accepted ISD.

CLIENT shall have a maximum of five (5) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify EAI thereof within the above-stated five (5) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated five (5) days, notify EAI in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the five (5) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

EAI shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond EAI's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond EAI's reasonable control plus a reasonable time to accommodate adjustment to such extension. EAI shall give the CLIENT notice of the presence of any cause referenced above promptly after EAI becomes aware of the existence of same.

- 8. TERMINATION BY THE CLIENT:** Either party may terminate this Agreement for any reason upon sixty (60) days notification to the other. ~~In addition to any other right to terminate set out herein, if EAI should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.~~

~~If EAI should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give EAI sixty (60) calendar days to cure such deficiencies caused by EAI.~~

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by EAI hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due EAI for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide EAI personnel with adequate work space for technicians and other related facilities as may be required by EAI to carry out its obligations enumerated herein.

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES.

The CLIENT will be responsible for installing communications networks including all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful

operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

The CLIENT will provide access as requested by EAI for any required tailoring, testing or support of the SERVICES, for use by the CLIENT.

The CLIENT will designate a Project Manager to be the liaison with EAI. The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies such as paper, magnetic tapes and/or disk packs.

The CLIENT will provide a designated financial institution as its depository, in this case it will be First State Bank of Livingston, Texas, and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

The CLIENT will provide EAI with an electronic data stream which will be passed to the EZ NetPay[®] Credit Card Gateway. The format of such data stream can be used for any type of transaction and shall meet the agreed upon specifications between EAI and CLIENT.

12. LIMITATIONS:

EAI's sole liability under this Agreement shall be for providing the SERVICES. EAI will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. EAI's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall EAI be liable for consequential damages even if EAI has been advised of the possibility of such damages.

13. WORK HOURS AND SAFETY STANDARDS:

EAI and CLIENT agree that (a) each laborer shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, EAI certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of said laws, and it certifies that it will comply with such provisions and will provide upon request proof of such compliance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

EAI shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, EAI warrants that it shall not discriminate against

any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, EAI shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any EAI proprietary information furnished by EAI for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of EAI, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EAI shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

EAI warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EAI for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

EAI hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of EAI under this Agreement or of EAI's employees, agents, successors and assigns;
- B. any and all injury or damage to or destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of EAI, or in proximity to the site of EAI's work, caused by any acts, negligent or otherwise, of EAI, its agents, employees, successors and assigns under this Agreement or of EAI's employees or agents;
- C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of EAI under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;
- D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged

infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by EAI under this Agreement; and

- E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of EAI.

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, EAI will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that EAI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in EAI's opinion the products are likely to become the subject of a claim of infringement, EAI will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as established by EAI. EAI shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by EAI or (ii) the furnishing to the CLIENT of any information, service or applications assistance. The CLIENT shall defend and hold EAI harmless against any expense, judgment or loss for alleged infringement of any patents, copyrights or trademarks which results from EAI's compliance with the CLIENT's designs, specifications or instructions. No cost or expenses shall be incurred for the account of EAI without the prior written consent of EAI. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of EAI with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The EAI proposal

The venue for this and all associated agreements shall be Polk County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue through implementation of the SERVICES, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF Texas LAWS:

This agreement shall be governed according to the laws of the State of Texas.

25. CONTRACT REPRESENTATIVES:

The EAI and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the EAI Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between EAI and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

EASY ACCESS INC
4200-A N Bicentennial Dr
McAllen, Texas 78504
Attn.: TBD / Project Manager
Phone #:(956) 682-3466
FAX #:(956) 682-0372

POLK COUNTY
101 West Church Street, Suite 300
Livingston, Texas 77351
HONORABLE JUDGE JOHN THOMPSON
Phone #: (936) 327-6813
FAX #:(936) 327-6891

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

CLIENT:

EASY ACCESS INC

POLK COUNTY

Authorized Signature



Authorized Signature

Mr William C Hamer

John P. Thompson

Typed

Typed

CEO

County Judge

Title

Title

Date

April 27, 2004

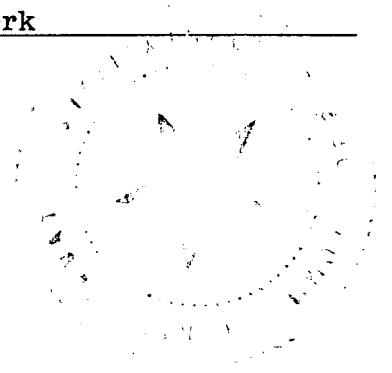
Date



Attest

County Clerk

Title



29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

EAI will provide their EZ NetPay[®] Internet Payment Services to CLIENT for all of the collection types performed by POLK COUNTY. While not totally inclusive, those collection types shall include such items as the collection of taxes and other such items which CLIENT decides to collect.

To effect the EZ NetPay[®] Internet Payment Services specifically for CLIENT, EAI will provide the following:

1. Access to the EZ NetPay[®] Credit Card Gateway via an Internet backbone connection provide by the CLIENT
2. All maintenance and support of the EZ NetPay[®] Credit Card Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES
3. Training of specified POLK COUNTY staff on the operation of EZ NetPay[®] services specifically for POLK COUNTY and any special POLK COUNTY payment Web site
4. An electronic data stream that will provide the necessary data to the EZ NetPay[®] Credit Card Gateway in order to successfully complete each transaction
5. Standard reports for POLK COUNTY predicated on existing EZ NetPay[®] Credit Card Gateway fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location and settlement information

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. If applicable, ascertain business rules and reporting requirements for the final design of POLK COUNTY Web site for credit card payments
4. If applicable, ascertain the database requirements necessary to support the new POLK COUNTY Web site for fee and fine payment services
5. Make agreed to customized changes to EAI software and services
6. Provide Project Team Training
7. Test Internet access and database access
8. Perform final acceptance testing

31. EXHIBIT C: PROJECT SCHEDULE MILESTONE ESTIMATED DELIVERY TIME FRAMES

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted EZ NetPay [®] SERVICES	01 – 30 Days
Delivery of any modifications/enhancements necessary to complete the EZ NetPay [®] Credit Card Gateway process specific to the CLIENT	30 – 45 Days
Delivery of Project Team Training	30 – 50 Days
Completion of final acceptance testing	45 - 60 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

POLK COUNTY COURTHOUSE
Livingston, Texas

Polk County Tax Assessor Collector
Marion A. "Bid" Smith
416 N. Washington
Livingston, TX 77351
(936) 327-6801
Fax: (936) 327-6885

Polk County Clerk
Barbara Middleton
Livingston, TX 77351
(936) 327-6804 & (936) 327-6805
Fax: (936) 327-6874

District Clerk
Kathy E. Clifton
101 West Church Street, Suite 205
Livingston, TX 77351
(936) 327-6814
Fax: (936) 327-6857

District Attorney
John S. Holleman
Livingston, TX 77351
(936) 327-6868
Fax: (936) 327-6875

Precinct 1 Justice of the Peace
Judge Darrell G. Longino
101 West Church Street, Suite 104
Livingston, TX 77351
(936) 327-6841
Fax: (936) 327-6884

Precinct 2 Justice of the Peace
Judge David G. Johnson
Onalaska, TX 77360
(936) 646-3674
Fax: (936) 646-4197

Precinct 3 Justice of the Peace
Judge Larry W. Whitworth
201 W. Ben Franklin
Corrigan, TX 75939
(936) 398-4114
Fax: (936) 398-5574

Precinct 4 Justice of the Peace
Judge Steven B. McEntyre
602 East Church Street, Suite 502
Livingston, TX 77351
(936) 327-6865
Fax: (936) 327-6861

EXHIBIT E: PROJECT MANAGERS

EASY ACCESS INC
William C Hamer

POLK COUNTY
HONORABLE JUDGE JOHN THOMPSON

33. EXHIBIT F: EZ NetPay[®] Convenience Fee Schedule

Transaction Type	Convenience Fee
Any single cumulative transaction totaling \$1.00 through \$100	\$3.00
Any single cumulative transaction totaling \$100.01 through \$200	\$6.00
Any single cumulative transaction totaling \$200.01 through \$300	\$9.00
Any single cumulative transaction totaling \$300.01 through \$400	\$12.00
Any single cumulative transaction totaling \$400.01 through \$500	\$15.00
Any single cumulative transaction exceeding \$500.01	3% of total*

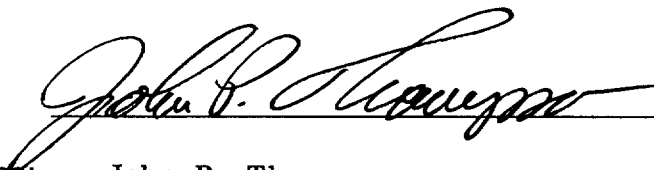
* Example: A single cumulative transaction totaling \$500 would be charged a Convenience Fee of \$15 in conjunction with the SERVICES fee for a total charge to the customer of \$515 and a deposit in the CLIENT's specified bank account of \$500.

34. EXHIBIT G: SIGNATURE AUTHORIZATION

POLK COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr ~~Mr~~ **John P. Thompson** of **POLK COUNTY** is entitled to represent the County and is authorized to sign a contract with **EASY ACCESS INC.**

Signature: 

Typed/Printed Name: John P. Thompson


Title: County Judge

Office and/or Department: Polk County, Texas

Date: April 27, 2004

Notarization

I do hereby certify that the aforementioned individual of **POLK COUNTY**, known to me as John P. Thompson, appeared before me on this 27th day of April, 2004.



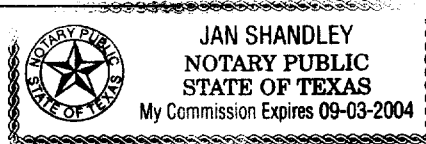
Notary Public Signature

Jan Shandley

Typed/Printed Notary Public Name

My Commission Expires:

9 / 3 / 2004



Item # 12

Long Term Care Agreement for Electronic Data InterchangeOn this April 27, 2004 ^{Date} Texas Medicaid & Healthcare Partnership, hereinafter called "Contractor,"and Polk County Aging ^{Organization / Provider Name} 001000824 ^{Provider Number}

hereinafter called "Provider," enter into the following agreement. WHEREAS, Contractor processes claims for Long Term Care programs, hereinafter called "LTC" in the State of Texas; WHEREAS, Provider desires to submit claims for reimbursement under one or more of the LTC programs in a machine readable form via electronic media; NOW THEREFORE, Contractor and Provider agree between and among each of them as follows:

- I. Contractor agrees to accept from Provider (or from any billing agent Provider employs) electronic claims for reimbursement under the Texas Department of Human Services/Texas Department of Mental Health and Mental Retardation LTC programs and process such claims in the same manner as it would process claims submitted by Provider on the appropriate paper claim form, but only upon and subject to the terms and conditions of this Agreement.
- II. Provider agrees:
 - A. That all electronic claims submitted by Provider or Provider's billing agent will:
 1. be in a format acceptable to Contractor for the program(s) involved;
 2. be submitted in accordance with Contractor's electronic claims billing procedures;
 3. contain all information required by Contractor.
 - B. That no claims that require individual consideration will be submitted through the electronic claims process, including but not limited to claims requiring supporting documentation.
 - C. That Provider has complied with the contractual and licensure requirements, laws and regulations of the various state and federal agencies, and conditions that would allow Provider to participate in and receive reimbursement under the LTC program(s) for which claim is made.
 - D. That electronic claims submitted to Contractor by Provider or by any billing agent Provider might choose to employ shall contain true, accurate, and complete information.
 - E. Provider will review for accuracy claims payment information from claims processed by Contractor. Provider may request an adjustment of a payment decision from the Contractor within the requisite number of days for the appropriate program under which the claim was filed.
 - F. The cashing of each warrant or receipt of direct deposit for claims paid to Provider will be a representation and certification that Provider presented the bill for the services shown on the accompanying explanation of payment forms and that the services were personally rendered by Provider or under Provider's personal supervision.
 - G. That every electronic claim entry submitted by Provider or Provider's billing agent is capable of being associated and identified with corresponding source documents. The source documents shall contain the same client authorizations and signatures as required for claims submitted on appropriate paper form.
 - H. That all source documents pertaining to each electronic claim submitted by Provider will be retained by Provider or Provider's agent for the records retention period specified in Provider's contract(s) to provide services for the Texas Department of Human Services/Texas Department of Mental Health/Mental Retardation.
 - I. That Provider is solely responsible for the accuracy of all electronic claims submitted to Contractor by Provider or Provider's billing agent.
 - J. Provider will research and correct all billing discrepancies, and any incorrect payments discovered will be adjusted according to the applicable provisions then in effect for such claims.
 - K. Provider will unconditionally, upon request, provide free copies of and access to records pertaining to the services for which claims are submitted to LTC programs to representatives designated by the Texas Department of Human Services and/or Texas Department of Mental Health/Mental Retardation, the United States Department of Health and Human Services (HHS), the Texas Attorney General's Medicaid Fraud Control Unit and/or the health insuring contract for Medicaid, with respect to the operation of the Texas Medical Assistance Program.
 - L. Except as provided in K above, that confidentiality of recourse and other information be maintained relating to clients in accordance with State and Federal laws, rules, and regulations.



Long Term Care Agreement for Electronic Data Interchange

- M. Provider shall assume all necessary personal responsibility and review of the internal procedures used to develop, transcribe, data enter, and transmit all required claim information for payment. Provider shall also assume personal responsibility for verification of charges submitted for payment. This administrative control and review shall consist of the following minimum participation requirements:
 - 1. The individual Provider's signature or an authorized provider representative's signature (as appropriate for the type of service) on the source document verifies that services were performed as billed.
 - 2. Each source document must reflect the information specified in the provider manual or regulation or instructions applicable to the service for which a bill is submitted.
- N. This Agreement shall become effective as of the date first herein above written, when executed by all parties and shall remain in effect until terminated by Provider or Contractor. Provider or Contractor may terminate this Agreement by giving thirty (30) days prior written notice of their intent to terminate. IN WITNESS WHEREOF, Contractor and Provider have caused this Agreement to be executed by their duly authorized representatives.
- III. Provider acknowledges that the claims will be paid from federal and/or state funds, and that anyone who submits falsified claims, or who misrepresents or falsifies, or causes to be misrepresented or falsified any record or other information relating to that claim or information that is required pursuant to this Agreement may, upon conviction, be subject to fine and/or imprisonment under applicable federal state law.
- IV. The Provider agrees to submit a "Request for Services" form and understands that only through this form or the "Request for Services Change" form will electronic submission privileges be assigned to a provider number (vendor/contract).
- V. By signing this Agreement, the State, Contractor, and Provider accept all of the stipulations in this Agreement and agree to each and every provision therein.

Provider

Texas Medicaid & Healthcare Partnership

**Polk County
Polk County Aging Services**

Legal Name of Provider



Signature of Provider Representative

Signature

John P. Thompson

Name of Person Signing (please type or print)

Date

County Judge

Title

602 E. Church, Ste. 101

Address

TMHP EDI Department

Livingston, TX 77351

City, State, ZIP



Request for LTC Electronic Services

All sections must be completed in order to process this request for access to LTC Electronic Services. This form may be obtained from the TMHP website at <http://www.tmhp.com>, click on EDI, scroll down to Forms and Agreements, and then click on Long Term Care. If you have questions regarding this request form, call the TMHP EDI Help Desk at (888) 863-3638 or 512-514-4150.

Section I: Software for Submitting LTC Claims, Adjustments, MESAV, and CSI Transactions

- To order the TDHconnect software, indicate in Section VI on the last page (Doc. 10) of this documentation. If you need a TDHconnect ID to submit claims, check the appropriate box below.
- If using "Vendor Software," provide the name of the software. If you need a Vendor Production ID, check the appropriate box below.
- If using a "Billing Service," provide the billing service name and Production ID if you are submitting directly to TMHP. You may list more than one billing service. If you need a Billing Service ID, check the appropriate box below.

<input checked="" type="checkbox"/>	TDHconnect — assigns a new Production ID or Use this existing Production ID to submit transactions: _____
<input type="checkbox"/>	Vendor/in-house software (used in your office) Brand Name: _____ Production ID: _____
<input type="checkbox"/>	Billing Service using TDHconnect Billing Service 1 Name: _____ Production ID: _____ Billing Service 2 Name: _____ Production ID: _____ Billing Service 3 Name: _____ Production ID: _____
<input type="checkbox"/>	Billing Service using other software Billing Service 1 Name: _____ Production ID: _____ Billing Service 2 Name: _____ Production ID: _____ Billing Service 3 Name: _____ Production ID: _____



Request for LTC Electronic Services

Section II: Provider/Facility Name and Number for Electronic Billing

Submit only ONE provider/facility number per agreement. One facility with two different provider numbers will require two separate agreements.

List the provider/facility name and number you wish to have set up to bill electronically:

Facility Name: Polk County Aging Provider/Facility Number: 001000824

Section III: Electronic Remittance & Status Reports (ER&S)

If you submit claims electronically, it is necessary to download ER&S data electronically. Indicate the Production ID (electronic mailbox ID) to be used in downloading the electronic R&S. ER&S data can only be sent to one Production ID (if a billing service is to receive your ER&S, contact the billing service and ask them for their Production ID).

- To request a new TDHconnect Production ID and have the ER&S assigned to it, check Box 1.
- To use an existing Production ID, check Box 2 and write the Production ID on the blank line.
- To request an ANSI ID, check Box 3.
- To receive paper R&S reports for a four-week period. If electronic R&S retrieval is unavailable, check Box 4.

- Box 1 — Assign ER&S Report to TDHconnect Production ID generated by this request.
- Box 2 — Use existing Production ID to receive ER&S. Production ID to use is:
- Box 3 — Assign ER&S report to ANSI Production ID generated by this request.
- Box 4 — Receive paper R&S for 30 days.

Section IV: Provider Address Information:

Print or type the information below. This request cannot be processed without this information.

Legal name of provider including DBA: Polk County

Polk County Aging Services

Contact name: Barbara Hayes Telephone number: 936-327-6830

Mailing address: 602 E. Church, Ste. 101

Livingston, TX 77351

Section V: Provider Attestation

I (we) attest to the accuracy of the information provided on this request. I (we) authorize the exchange of data as defined in this request.

John P. Thompson 4/27/04 John P. Thompson, County Judge
 Signature of Provider Representative Date Name (please print) Title



Request for LTC Electronic Services

IMPORTANT: THIS PAGE MUST BE COMPLETED AND RETURNED WHETHER OR NOT YOU ARE ORDERING SOFTWARE.

Section VI: TDHconnect Software Information

1. If you do NOT need software, check here: NO SOFTWARE NEEDED
2. Sections I and III assign a new Production ID or link the Provider to an existing ID. If you need more IDs indicate how many:

_____ TDHconnect

_____ Other software

If installing TDHconnect on multiple computers, only one software CD is necessary, as this software may be shared. If multiple stand-alone stations are used, you may order a Production ID for each station.

Section VII: Provider Mailing Address Information

The information below MUST be completed and the form returned.

This is the address that will be used to mail one copy of the signed agreement back to you.

001000824
Provider Number

Polk County Aging
Company Name

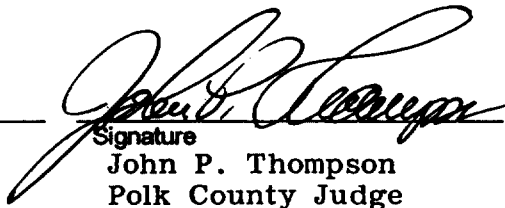
602 E Church, Ste. 101
Mailing Address

Livingston, TX 77351
Mailing Address

Barbara Hayes, Director
Attention

936-327-6830
Phone Number

936-327-6873
Fax Number


Signature
John P. Thompson
Polk County Judge

4/27/04
Date

TDHconnect Order Form

TDHconnect is the software owned by the Texas Health and Human Services Commission for interfacing with the TMHP EDI System. You will be able to use features such as Eligibility, Claim Submission, Claim Status Inquiry, Remittance and Status Report, and Appeals.

- The system requirements for TDHconnect are listed on the bottom of this page. You should acquire the minimum PC requirements before ordering *TDHconnect*.
- You should receive your software, installation instructions, and User IDs within 15 business days of our receipt of the form. *TDHconnect* includes an online Help File containing all necessary information for the operation of *TDHconnect*. If you find you need further assistance using *TDHconnect*, workshop-style classes are available. Information on *TDHconnect* workshops can be found on the TMHP website at <http://www.tmhp.com>.

You need to order only ONE TDHconnect CD-ROM for your location.*

Organization Name: Polk County Aging

Billing TPI Number: 001000824

Contact Name: Barbara Hayes Contact Phone: (936) 327-6830

Mailing Address 602 E. Church, Ste. 101
(Street Address or PO Box) Suite

Livingston, TX 77351
City State ZIP

***NOTE:** The *TDHconnect* software CD-ROM can be used to install the program on multiple computers. Each of those computers must have their own User ID and password, unless they are sharing a database on a network. You will automatically receive ONE User ID and password to use with your software:

If you plan to install *TDHconnect* on more than one computer, indicate the number of additional User IDs you will need:

TDHconnect Software and Hardware Requirements

	Minimum: PC-compatible with Pentium-class processor	
	RECOMMENDED: PC-compatible with Pentium II-class 400 MHz or faster processor	
	Microsoft Windows 95 or later OR Microsoft Windows NT version 4.0 with Service Pack 5 or later	
	128MB (16MB for Windows 95)	128MB
	100 MB for installation + 3 times the size of the existing database	100 MB for installation + 3 times the size of the existing database
	CD-ROM Drive	any; faster is better
	Display	800x600 VGA, 256 colors
	Modem	9600 bps
	Adobe Acrobat Reader	version 4.0 <i>version 4.05 or newer version 4.05 is included on the TDHconnect installation CD-ROM</i>
	Microsoft Internet Explorer (IE)	version 4.01 with Service Pack 2 <i>version 5.0 or newer version 5.0 is included on the TDHconnect installation CD-ROM</i>



TDHconnect Order Form — Submission & Shipping Instructions

Standard delivery of the *TDHconnect* software is via USPS regular mail. Overnight or Next Day Air shipping is available at Provider's expense via UPS. Indicate below the shipping method you prefer:

Standard mail delivery (allow 15 working days)

UPS Overnight

UPS 2nd Day Air

UPS cannot deliver
to a PO BOX.

UPS delivery is at Provider's expense. Enter your UPS Account Number below. Requests submitted without a valid account number will be shipped via standard mail delivery.

Before faxing or mailing this agreement, ensure that all required information is completely filled out, and that the agreement is signed.

Incomplete agreements cannot be processed.

Mail to:

Texas Medicaid & Healthcare Partnership
Attention: EDI Help Desk MC-B14
PO Box 204270
Austin, TX 78720-4270

Fax to:

(512) 514-4228
= OR =
(512) 514-4230



Item #13

MEDICAL SERVICE AGREEMENT

As an amendment to its Mandated Provider Policies, Polk County Commissioners Court elects to appoint Dr. Gary Randall, D.O. (Provider) as the designated "Primary Health Care Provider (PCP)" in accordance with Subtitle C, Indigent Health Care, Chapter 61, Indigent Health Care and Treatment Act, Subchapter A, section 61.030 (Mandated Provider). Provider shall remain Title XIX Medicaid-enrolled provider eligible and provide medically necessary services, excluding specific and limited services (attachment), to eligible county residents, with criteria set forth by Polk County Commissioners Court. This agreement is for provision of Primary Health Care, including all available services. Services, excluding specialty services, shall be rendered to all eligible residents for a monthly fee to be paid by Polk County.

Physician Assistant

Theses services must be medically necessary provided by a P.A. under the direction of Dr. Gary Randall, D. O. and billed by and paid to the supervising physician, in accordance with the Texas Indigent Health Care Act.

I. SCOPE of SERVICES

- a. Provider will provide primary care to qualified eligible residents under the scope of his/her license as required by the Texas Board of Medical Examiners;
- b. Provider agrees to provide available medical services to qualified eligible residents, including but not limited to appropriate diagnostic, laboratory, radiology, and therapeutic services. All services rendered will be based upon "medically necessary" determination according to Chapter 61 of the Health and Safety Code-Indigent Healthcare Act;
- c. Supervising Physician and Physician Assistant will be available for telephone consultation at anytime as medically necessary;
- d. Supervising Physician will be available to provide medical care if Physician Assistant is not available or provide other health care physician assistants;
- e. Supervising Physician and Physician Assistant will provide emergent evaluation and treatment to qualified eligible residents for conditions not deemed to require hospital emergency room care between the hours of 8:00 a.m. and 5 p.m., Monday through Friday, and Saturday 9:00 a.m. – 12:00 p.m.
- f. If necessary, administer medical protocols and prescription formulary.
- g. Supervising Physician and Physician Assistant shall uphold requirements of the Federal Health Insurance Portability and Accountability Act o 1996 (HIPAA) and the Privacy Rule published by the United States Department of Health and Human Services at 45 CFR 160-164 (Privacy Rule). HIPAA and the Rule regulate the services of protected health information.

II ANCILLARY SERVICES

- a. Radiology services on site;
- b. EKG;
- c. IV fluid infusion;
- d. Pulmonary function testing;
- e. Medicine injections;

- f. Nebulizer treatments;
- g. Laceration suturing;
- h. Skin lesion removal with radio-frequency unit; and
- i. Laboratory services-drawn and sent to Randall Medical Clinic.

III PATIENT REFERRALS OR TRANSFERS

- a. In the event Provider is unable to provide medically necessary services under the scope of his/her license and Specialized Physician Services are medically necessary, notify Polk County Social Services, except where an emergency exist, of such referral as soon as possible. Other than where emergencies exist patient shall be referred for specialized services to County contractual providers. Transfers to hospital facilities shall be based upon availability of resources and services.
- b. Medical records shall be forwarded to County as requested by Social Services Department after County provides release form signed by eligible resident.

IV PRESCRIPTION MEDICATIONS

If medically necessary and appropriate Medical Provider will provide written prescriptions to patients. Medications are subject to limitations (up to three per-month). Non-covered medications will be the responsibility of patient.

V COMPENSATION for SERVICES

- a. Polk County Commissioners Court shall reimburse Provider a monthly fee of \$2,000.00 (two thousand hundreds) payable between 1st and 15th of each consecutive month in lieu of services to all qualified eligible residents.
- b. Provider shall submit listing of all qualified eligible residents who received medical care. The listing shall include patient name, social security number, date of service and description of services rendered.
- c. Provider shall bill for specialized services as set forth by the Indigent Health Care Act and payable by County within 45 days.

VI Relationship and Indemnification of Parties

The relationship of the parties under the Agreement is solely that of independent contractors. Nothing in this agreement shall constitute, be construed to be, or create a partnership, joint venture, or employment relationship between the parties hereto or any of their contractors.

County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, departmental contractors and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings,

judgements, and liabilities for personal injury, death, or property damage resulting from the acts or omissions of County or Provider or others under County and Provider supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

VII TERM AND TERMINATION OF AGREEMENT

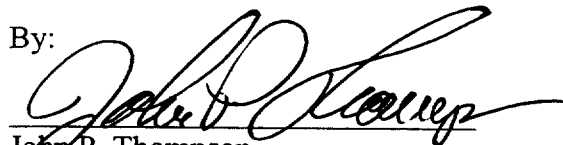
- a. **Term.** This agreement will remain in full force and effect for period of twelve months and automatically renew subsequently in twelve months term unless terminated as provided herein. This agreement supercedes all previous agreements.
- b. **Optional Termination.** In the event either party shall, with or without cause, at any time give to the other party at least 30 (thirty) days advance written notice, this Agreement shall terminate on the future date specified in such notice.
- c. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested.

Executed on this 27 day of April, ~~2002~~²⁰⁰⁴

Polk County, Texas

Dr. Gary Randall, D.O.

By:


John P. Thompson
County Judge

By:



ATTEST:


County Clerk



COPY

Item #14

**BI-ANNUAL AGREEMENT
SOUTHEAST TEXAS FOOD BANK**

For good and valuable consideration from the Southeast Texas Food Bank ("STFB"), the receipt and sufficiency of which are hereby acknowledged, the undersigned Agency (the "Agency") agrees as follows:

1. Unlike product that is purchased wholesale or retail by the Agency, all product received from STFB by the Agency will remain at all times subject to the restrictions set forth in this agreement.
2. All product received from STFB by the Agency must be distributed according to the Internal Revenue Service regulations for product donated for distribution to the needy, as well as according to the guidelines outlined by STFB.
3. The Agency is a non-profit organization that has received a written determination letter from the Internal Revenue Service to the effect that it is an organization described in Section 501(c)(3) of the IRS Code of 1954, or that it is a bonafide church which is considered tax exempt under Section 501(c)(3). The Agency will notify STFB immediately of any changes in its tax exempt status.
4. The Agency will not share with or sell STFB product to non-member agencies, agency programs or other entities, persons or businesses, for profit, exchange, trade, barter for services or favor.
5. The Agency will not share with or sell STFB product to other member agencies or agency programs.
6. The Agency will not require any individual to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization in exchange for product received. Distribution by a church must be open to the public. Church members, pantry workers or drivers shall not be served first or be given more or better items.
7. The rules for acceptance and participation in the program are the same for everyone without regard to race, color, age, sex, disability, national origin or political affiliation.
8. The Agency will follow all food storage requirements and membership criteria of STFB.
9. The Agency will take all product obtained at STFB directly to its own storage site that STFB has approved. Any change in the location of the Agency or storage site and any major program changes must be reported to STFB in a timely fashion.
10. The Agency will inspect product upon receipt and will not distribute unfit product. The Agency has the right to refuse delivery of any product from STFB that it feels is inferior or undesirable in any way. The Agency will contact STFB to report any unfit product. The Agency understands that STFB reserves the right to limit the quantity and type of product received by any agency or program.
11. The Agency operating a pantry program will follow "Membership Requirements for Using Food Bank Products for Pantry Programs" and the Agency operating a Meal Site program will follow "Membership Requirements for Using Food Bank Products for Meal Site Programs"

12. The Agency releases both the original donor and STFB from any liability resulting from the condition of the received product and further agrees to indemnify and hold STFB and the original donor free and harmless against all and any liability, damage, losses, claims, causes of action and suits of law or any action of Agency in connection with its storage or use of the product received. There have been no express warranties made in relation to product received from STFB.

13. The Agency will pay all agency fees either on the day of pick-up or within 30 days of the invoice date.

14. The Agency understands that STFB is to be considered only as a supplemental source of product for its membership.

15. The Agency will provide STFB all appropriate requests for paperwork within 30 days of the request by STFB.

16. The Agency agrees to annual Civil Rights training with Food Distribution Program staff which may be completed through a self-study guide distributed through TDHS, hanging a civil rights poster in an area visible to clients and turning in monthly distribution reports to receive and distribute USDA commodities.

17. The Agency understands that courtesy and professional conduct are practiced and required by both parties.

18. The Agency understands that this agreement can be terminated by either party upon written notification to the other party with or without cause at any time.

POLK COUNTY COMMISSIONERS COURT

AGENCY NAME: Polk County Aging Services

BY: AGENCY BOARD PRESIDENT (OR PASTOR) Name: John P. Thompson, County Judge
Please Print

John P. Thompson
Signature Date: April 27, 2004

BY: AGENCY DIRECTOR Name: Barbara Hayes
Please Print

Signature Date: April 30, 2004

BY: AGENCY CONTACT PERSON Name: Barbara Hayes
Please Print

Signature Date: April 30, 2004

STFB APPROVED: _____ Date: _____

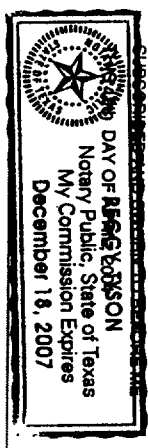
POLK COUNTY TREASURER 2ND QUARTER REPORT FOR THE MONTHS OF JAN - FEB - MAR - 2004

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	(119,659.16)	5,578,453.50	5,883,519.88	(424,725.54)	4,054,686.62	3,629,961.08
HOTEL TAX	2,890.94	11,657.89	9,804.50	4,684.33	-	4,684.33
JCTF	40,663.41	5,905.00	4,000.00	42,568.41	-	42,568.41
ROAD & BRIDGE	45,070.56	1,589,908.95	1,521,811.22	113,168.29	2,313,943.02	2,427,111.31
LATERAL RD	69,254.42	10,000.00	70,078.75	9,175.67	101,062.15	110,237.82
SECURITY	432.48	17,384.61	18,121.96	1,675.23	24,048.72	28,728.95
HIST COMM P/R	298.05	-	-	298.05	-	298.05
ENV SERVICE	50.00	121,413.08	50.00	121,413.08	-	121,413.08
FEMA	289.07	-	-	289.07	-	289.07
LAW LIBRARY	4,113.24	3,959.61	3,441.04	4,631.81	27,448.73	32,080.54
D A SPECIAL	824.10	-	-	824.10	-	824.10
D A HOT CHECK	36,855.08	19,123.38	27,245.49	28,732.97	-	28,732.97
AGING	(50,395.59)	50,391.25	89,543.76	(89,568.09)	-	(89,568.09)
DEBT SERVICE	131,019.37	2,379,991.41	2,508,583.76	2,427.02	508,689.82	511,116.84
DEBT SVC-ENV SVC	-	-	-	-	636,493.09	636,493.09
MUSEUM TRUST	3,130.10	2,345.53	4,225.08	1,250.55	33,471.85	34,722.40
JUDICIARY	105,176.60	131,543.29	106,242.41	130,477.48	-	130,477.48
SO CONTRABAND	-	-	-	-	-	-
DA CONTRABAND	1,680.43	972.00	432.52	2,219.91	106,722.46	108,942.37
CONSTABLE #2 CONTRA	-	-	-	-	-	-
OTER SEIZURES PEND	1,484.50	-	-	1,484.50	-	1,484.50
DRG SEIZURE PEND	13,150.00	10,158.81	10,158.81	13,150.00	145,484.85	158,614.85
SO CONTA (FED)	-	-	-	-	1,329.61	1,329.61
FAP	10,391.50	32,337.00	35,774.80	6,953.90	-	6,953.90
RECORDS MGMT	6,443.10	3,864.00	7,364.98	2,942.12	-	2,942.12
PROBATION	61,743.43	399,065.48	419,710.24	41,098.67	-	41,098.67
TOTAL	364,039.54	10,369,248.87	10,718,108.90	15,179.51	7,953,360.92	7,968,540.43
JURY FUND	28.00	798.00	798.00	28.00	-	28.00
CREDIT CARD CLEARING	-	2,202.63	2,077.83	125.00	-	125.00
JF#3	-	105,886.08	105,886.08	-	-	-
HISTORICAL COMMISSION	8,859.38	23,147.14	1,634.35	30,372.17	285,331.63	315,703.80
CORRIGAN AGING	-	2,438.85	2,438.85	-	-	-
TEMPE WATER GRANT	-	6,400.00	6,400.00	-	-	-
PAYROLL	210,222.72	1,250,158.07	1,480,381.79	-	-	-
PERMANENT SCHOOL	3,892.06	757.42	4.83	4,584.65	373,521.41	378,106.06
AVAILABLE SCHOOL	1,117.67	5.95	-	1,123.62	81,168.77	82,290.39
FED EQUITABLE SHARE	1,422.68	-	-	1,422.68	-	1,422.68
GRAND TOTAL	599,520.05	11,761,044.01	12,297,730.43	52,833.63	8,693,380.73	8,746,214.36

Item #16

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

Nola Reneau
 NOLA RENEAU
 COUNTY TREASURER



TEXPOOL INVESTMENT REPORT
QTR ENDED 03/31/04

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTEREST EARNED	INTERFUND TRANSFER	END BALANCE
10 General	1,373,832.66	2,877,000.00	205,000.00	8,853.96		4,054,686.62
15 Road & Bridge	1,672,629.42	636,000.00		5,313.60		2,313,943.02
17 Lateral R & B	50,818.50	60,000.00	10,000.00	243.65		101,062.15
27 Security	30,979.57		7,000.00	69.15		24,048.72
32 Env Svc Operating	-					-
40 Law Library	27,378.73			70.00		27,448.73
61 Debt Service	184,016.19	1,299,000.00	976,000.00	1,673.63		508,689.82
61 DBT SVC-Env Svc	634,870.07			1,623.02		636,493.09
83 Museum Trust	35,382.70		2,000.00	89.15		33,471.85
90 SO Contraband						
90 DA Contraband	106,450.34			272.12		106,722.46
90 Drg Seizure Pand	137,187.19	9,040.00	1,118.81	356.47		145,464.85
90 SO Contra (Fed)	1,326.09			3.52		1,329.61
93 RAP	-					-
28 Historical Comm	284,604.03			727.60		285,331.63
91 Perm School	373,522.90			953.44	(954.93)	373,521.41
92 Avall School	80,005.92			205.92	954.93	81,166.77
Total Investments	4,993,004.31	4,681,040.00	1,201,118.81	20,455.23	-	8,693,380.73

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.


Nola Reneau, County Treasurer



RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES
TO BE INCURRED BY POLK COUNTY, TEXAS

Item #19

WHEREAS, Polk County, Texas (the "Issuer") is a Texas County and a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to various Texas statutes, including anticipation notes pursuant to Chapter 1431, Texas Government Code, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, repair and equipping of the projects listed on Exhibit "A" attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the projects listed on Exhibit "A" attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto.

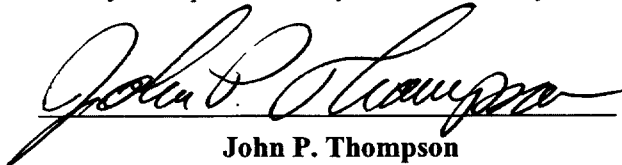
NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, repair and equipping of the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. § 1.150-2 and Section 1201.042, Texas Government Code.

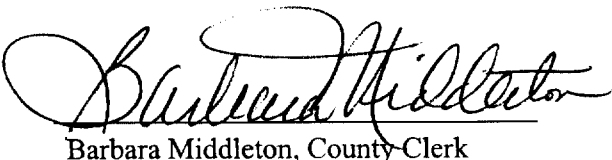
Section 3. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$ 146,862.00.

ADOPTED this 27th day of April, 2004, by the Polk County Commissioners Court.



John P. Thompson
County Judge, Polk County, Texas

Attest;



Barbara Middleton, County Clerk

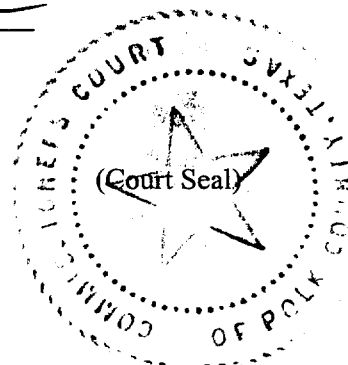


EXHIBIT "A"

DESCRIPTION OF PROJECTS

The acquisition of vehicles;

Constable's Departments	(4) patrol units - \$32,123/ea		
	Philpott Motors	\$	128,492.00
Sheriff's Department	(1) Van - Inmate Transport		
	Philpott Motors	\$	18,370.00

Such financing to be in an amount not to exceed \$ 146,862.00 from the General Fund of Polk County, Texas.

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REIMBURSEMENT RESOLUTION
Capital Outlay Purchases
April 27, 2004

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
PHILPOTT MOTORS	2004 FORD 4DR	CONST # 1	010-551-573	\$ 32,123.00
PHILPOTT MOTORS	2004 FORD 4DR	CONST # 2	010-552-573	\$ 32,123.00
PHILPOTT MOTORS	2004 FORD 4DR	CONST # 3	010-553-573	\$ 32,123.00
PHILPOTT MOTORS	2004 FORD 4 DR	CONST # 4	010-554-573	\$ 32,123.00
PHILPOTT MOTORS	2004 FORD ECON VAN	SHERIFF DEPT	010-560-575	\$ 18,370.00
TOTAL				<u>\$ 146,862.00</u>

REVISION CHANGES BY FUND

FUND	DESCRIPTION	INCREASE/DECREASE
010	GENERAL FUND	.00
015	ROAD & BRIDGE ADM	.00
048	DISTRICT ATTY SPECIAL FUND	.00
051	AGING	.00

THE PRECEDING LIST OF REVISIONS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

B. L. Dockens

*Budget Revisions
#2004-14*

04/20/2004 13:14:06

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMOUNT	AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2004 010-342-551	TRA PATROL REIMBUR	04/13/2004	2K4R14	76,971.06-	90,708.01-	13,736.95-	TRA REIMBURSEMENT FOR PERIO	JWO
			TOTAL AMENDMENTS	1	TOTAL CHANGES			
2004 010-495-410	FXD ASSET MAINTENA	04/07/2004	2K4R14	1,141.00	.00	1,141.00-	MOVE FUNDS TO OFFICE/EQUIPM	JWO
2004 010-495-522	OFFICE/EQUIPMENT E	04/07/2004	2K4R14	5,000.00	6,141.00	1,141.00	MOVE FUNDS FROM FIXED ASSET	JWO
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
EXPENSE SUMMARY - AUDITOR								
2004 010-560-105	SALARIES	04/13/2004	2K4R14	1,254,824.04	1,266,283.62	11,459.58	TRA REIMBURSEMENT FOR PERIOD	JWO
2004 010-560-301	SOCIAL SECURITY	04/13/2004	2K4R14	103,549.72	104,426.38	876.66	TRA REIMBURSEMENT FOR PERIO	JWO
2004 010-560-203	RETIREMENT	04/13/2004	2K4R14	90,646.98	91,435.74	788.42	TRA REIMBURSEMENT FOR PERIO	JWO
2004 010-560-304	WORKERS COMPENSATI	04/13/2004	2K4R14	61,082.98	61,660.89	577.91	TRA REIMBURSEMENT FOR PERIO	JWO
2004 010-560-206	UNEMPLOYMENT INSUR	04/13/2004	2K4R14	4,264.37	4,298.75	34.38	TRA REIMBURSEMENT FOR PERIO	JWO
			TOTAL AMENDMENTS	5	TOTAL CHANGES	13,736.95		
EXPENSE SUMMARY - SHERIFF DEPT								
2004 010-650-427	TRAVEL/TRAINING	04/19/2004	2K4R14	1,500.00	1,900.00	400.00	MOVE FUNDS FROM PUBLISHING;	K
2004 010-650-435	PUBLISHING	04/19/2004	2K4R14	500.00	100.00	400.00-	MOVE FUNDS TO TRAVEL;M,BOBI	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
EXP SUMMARY - LIBRARY & MUSEUM								
2004 015-369-100	CULVERT/MATERIAL R	04/19/2004	2K4R14	41,570.50-	44,570.50-	3,000.00-	RECORD CK HOLIDAY LAKE ESTA	K
2004 015-369-200	CULVERT/MATERIAL R	04/19/2004	2K4R14	66,506.94-	67,255.74-	748.80-	RECORD CK CITY OF ONALASKA;	K
2004 015-369-200	CULVERT/MATERIAL R	04/19/2004	2K4R14	67,255.74-	67,530.55-	274.81-	RECORD CK CITY OF ONALASKA;	K
			TOTAL AMENDMENTS	3	TOTAL CHANGES	4,023.61-		
2004 015-613-000	PRECINCT #3-PERM R	04/19/2004	2K4R14	437,349.39	436,180.86	1,168.53-	MOVE FUNDS TO SALARIES/BENE	K
2004 015-613-108	SALARIES - PART TI	04/19/2004	2K4R14	22,543.48	23,584.53	1,041.05	MOVE FUNDS FROM CARRYOVER;B	K
2004 015-613-201	SOCIAL SECURITY	04/19/2004	2K4R14	1,724.59	1,804.22	79.63	MOVE FUNDS FROM CARRYOVER;B	K
2004 015-613-203	RETIREMENT	04/19/2004	2K4R14	366.36	414.21	47.85	MOVE FUNDS FROM CARRYOVER;B	K
			TOTAL AMENDMENTS	4	TOTAL CHANGES	.00		
PRECINCT#3-PERM RD EXP SUMMARY								
2004 015-621-339	CONSTRUCTION CONTR	04/19/2004	2K4R14	206,126.97	209,126.97	3,000.00	RECORD CK HOLIDAY LAKE ESTA	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	3,000.00		
PRECINCT #1 - EXPENSE SUMMARY								
2004 015-622-100	PCT 2 BUDGET CARRY	04/13/2004	2K4R14	84,737.78	79,737.78	5,000.00-	MOVE FUNDS TO MATERIALS/SUP	JWO
2004 015-622-337	MATERIAL/SUPPLIES	04/13/2004	2K4R14	15,629.42	20,629.42	5,000.00	RECEIVE FUNDS FROM PCT 2 CA	JWO
2004 015-622-338	CULVERTS	04/19/2004	2K4R14	10,000.00	10,274.81	274.81	RECORD CK CITY OF ONALASKA;	K
2004 015-622-339	CONSTRUCTION CONTR	04/19/2004	2K4R14	127,542.40	128,291.20	748.80	RECORD CK CITY OF ONALASKA;	K
			TOTAL AMENDMENTS	4	TOTAL CHANGES	1,023.61		
2004 015-623-108	SALARIES - PART/TI	04/19/2004	2K4R14	3,169.80	7,169.80	4,000.00	MOVE FUNDS FROM CONST MATER	K
2004 015-623-339	CONSTRUCTION CONTR	04/19/2004	2K4R14	79,333.56	75,333.56	4,000.00-	MOVE FUNDS TO SALARIES/PT;B	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
PRECINCT #3 EXPENSE SUMMARY								
2004 048-333-400	STATE MONIES-DA IN	04/19/2004	2K4R14	.00	824.10-	824.10-	RECORD CK REC'D STATE COMPT	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	824.10-		
STATE REVENUE SUMMARY								
2004 048-476-427	INVESTIGATORS/TRAI	04/19/2004	2K4R14	.00	824.10	824.10	RECORD CK REC'D STATE COMPT	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	824.10		
EXPENSE SUMMARY								
2004 051-645-331	COUNTY CAR OIL/GAS	04/15/2004	2K4R14	2,000.00	2,500.00	500.00	RECEIVE FUNDS FROM RAW FOOD	JWO
2004 051-645-331	COUNTY CAR OIL/GAS	04/20/2004	2K4R14	2,500.00	2,284.00	216.00-	MOVE FUNDS TO AUTO REPAIR	JWO
2004 051-645-333	RAW FOOD	04/15/2004	2K4R14	102,516.00	103,816.00	1,300.00	MOVE FUNDS TO EQUIPMENT MAI	JWO
2004 051-645-333	RAW FOOD	04/15/2004	2K4R14	103,816.00	101,216.00	2,600.00-	MOVE FUNDS TO EQUIPMENT MAI	JWO
2004 051-645-333	RAW FOOD	04/15/2004	2K4R14	101,216.00	100,716.00	500.00-	MOVE FUNDS TO COUNTY CAR OI	JWO
2004 051-645-351	EQUIPMENT MAINTENA	04/15/2004	2K4R14	2,350.00	3,650.00	1,300.00	RECEIVE FUNDS FROM RAW FOOD	JWO
2004 051-645-454	AUTO REPAIRS-VAN/C	04/20/2004	2K4R14	900.00	1,116.00	216.00	RECEIVE FUNDS FROM COUNTY C	JWO

ACH 417

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	40,201.57
015	ROAD & BRIDGE ADM	10,178.37
027	SECURITY	458.42
049	DISTRICT ATTY HOT CHECK FUND	604.72
051	AGING	1,088.06
083	MUSEUM OPERATING FUND	82.52
101	ADULT SUPERVISION	6,928.87
108	CCP - SURVEILLANCE	740.11
109	SPECIALIZED CASELOAD CCP	371.49
184	JUVENILE PROBATION	892.24
185	CCAP - JUVENILE PROBATION	1,884.83

	TOTAL OF ALL FUNDS	63,431.20

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

AC 11418

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	129,947.16
015	ROAD & BRIDGE ADM	36,474.32
027	SECURITY	1,793.40
049	DISTRICT ATTY HOT CHECK FUND	1,794.50
051	AGING	4,684.51
083	MUSEUM OPERATING FUND	345.53
101	ADULT SUPERVISION	20,512.06
108	CCP - SURVEILLANCE	2,075.48
109	SPECIALIZED CASELOAD CCP	848.73
184	JUVENILE PROBATION	2,534.20
185	CCAP - JUVENILE PROBATION	5,860.09

	TOTAL OF ALL FUNDS	206,869.98

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS *B. L. Dockens*
 COUNTY AUDITOR _____

JOHN P. THOMPSON _____
 COUNTY JUDGE *John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,116.54
015	ROAD & BRIDGE ADM	1,035.70
027	SECURITY	30.00
101	ADULT SUPERVISION	1,496.28
108	CCP - SURVEILLANCE	291.66
184	JUVENILE PROBATION	125.00
185	CCAP - JUVENILE PROBATION	459.29
	TOTAL OF ALL FUNDS	6,554.47

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	33,854.60
015	ROAD & BRIDGE ADM	1,561.82
027	SECURITY	60.00
049	DISTRICT ATTY HOT CHECK FUND	342.52
051	AGING	1,304.60
088	JUDICIARY FUND	138.55
093	CO CLERK RECORDS MGMT FUND	13.50
TOTAL OF ALL FUNDS		37,275.59

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	228.00

TOTAL OF ALL FUNDS	228.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.


B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,481.99
015	ROAD & BRIDGE ADM	763.00
101	ADULT SUPERVISION	317.77
108	CCP - SURVEILLANCE	68.00
109	SPECIALIZED CASELOAD CCP	66.90
184	JUVENILE PROBATION	45.00
185	CCAP - JUVENILE PROBATION	267.00
TOTAL OF ALL FUNDS		4,009.66

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	88,362.47
015	ROAD & BRIDGE ADM	21,372.98
027	SECURITY	483.74
049	DISTRICT ATTY HOT CHECK FUND	483.74
051	AGING	967.48
101	ADULT SUPERVISION	11,161.92
108	CCP - SURVEILLANCE	1,366.44
109	SPECIALIZED CASELOAD CCP	483.74
184	JUVENILE PROBATION	967.48
185	CCAP - JUVENILE PROBATION	3,905.82
TOTAL OF ALL FUNDS		129,555.81

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	670.00

TOTAL OF ALL FUNDS	670.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	516.00

TOTAL OF ALL FUNDS	516.00

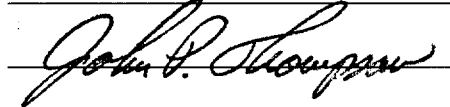
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	448.00

TOTAL OF ALL FUNDS	448.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,080.83
015 ROAD & BRIDGE ADM	19,316.52

TOTAL OF ALL FUNDS	20,397.35

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS

COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	13,868.69
011	HOTEL OCCUPANCY TAX FUND	1,500.00
061	DEBT SERVICE FUND	12,760.80

	TOTAL OF ALL FUNDS	28,129.49

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON





COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	42.00
027	SECURITY	5.00
088	JUDICIARY FUND	153.00
094	COUNTY RECORDS MGMT FUND	20.00

	TOTAL OF ALL FUNDS	220.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS 
COUNTY AUDITOR _____
JOHN P. THOMPSON _____
COUNTY JUDGE 

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	352.04

TOTAL OF ALL FUNDS	352.04

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	69,039.49
011	HOTEL OCCUPANCY TAX FUND	61.50
015	ROAD & BRIDGE ADM	31,882.11
049	DISTRICT ATTY HOT CHECK FUND	1,257.08
051	AGING	7,481.95
061	DEBT SERVICE FUND	20,655.30
093	CO CLERK RECORDS MGMT FUND	800.00
094	COUNTY RECORDS MGMT FUND	2,773.57

	TOTAL OF ALL FUNDS	133,951.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

Vendor	Amount	Explanation
ANGELINA DIAGNOSTIC	\$ 44.46	INDIGENT CARE
ANGELINA DIAGNOSTIC	\$ 31.36	JAIL INMATE
BAILEY/ DAVID,M.D.	\$ 557.25	INDIGENT CARE
CAMINO REAL EMERG ASSOCIATE	\$ 225.29	JAIL INMATE
CAMPBELL UROLOGY	\$ 208.40	INDIGENT CARE
CLARK PSYCHOLOGICAL CONSUL	\$ 300.00	INDIGENT CARE
DREAMWORKS ANESTHESIS ASSO	\$ 93.30	INDIGENT CARE
EAST TEXAS OPEN MRI & DIAGNOSTIC	\$ 744.09	INDIGENT CARE
ETOX INC	\$ 184.14	R&B#3
FAMILY HEALTH CLINIC	\$ 921.11	JAIL INMATE
HB ANESTHESIA GROUP	\$ 186.60	INDIGENT CARE
ISAACS/ JUDY B	\$ 303.54	PERSONNEL
HAMBRIC/ BRYAN, M.D.	\$ 70.64	INDIGENT CARE
LIVINGSTON PHYSICAL THERAPY	\$ 78.33	INDIGENT CARE
LUFKIN ENDOSCOPY CENTER	\$ 339.86	INDIGENT CARE
LUFKIN RADIOLOGY ASSOCIATES	\$ 57.66	INDIGENT CARE
LUNA/ RAYMOND DR	\$ 116.00	JAIL INMATE
MATHEW/ CHERRY DR.	\$ 99.83	INDIGENT CARE
MEMORIAL MEDICAL CENTER LIV.	\$ 16,285.82	JAIL INMATE
MEMORIAL MEDICAL CENTER LIV.	\$ 3,847.84	INDIGENT CARE
MEMORIAL MEDICAL CENTER LUFKIN	\$ 1,576.58	INDIGENT CARE
MMCET ANESTHESIA GROUP	\$ 412.51	JAIL INMATE
PINEYWOODS PATHOLOGY, PA	\$ 38.19	INDIGENT CARE
PINEYWOODS PATHOLOGY, PA	\$ 237.59	JAIL INMATE
RAJ ASSOCIATES, LLP	\$ 81.84	INDIGENT CARE
RANDALL MEDICAL	\$ 3,319.02	INDIGENT CARE
ROLAND/ KENNETH,DDS	\$ 130.00	JAIL INMATE
SCRIPT CARE, INC	\$ 4,758.91	JAIL INMATE
SMITH/ CHARLENE, MD	\$ 114.88	INDIGENT CARE
TEXAS SURGERY CENTER, PA	\$ 99.88	INDIGENT CARE
THE HEART INSTITUTE	\$ 502.52	INDIGENT CARE
THE OMNI	\$ 467.00	DA INVESTIGATOR FUND
TOLLS/ RONALD, MD	\$ 289.13	JAIL INMATE
UTMB GALVESTON	\$ 70.06	JAIL INMATE
WALKER/ FRANK, MD	\$ 430.97	INDIGENT CARE
TOTAL	\$ 37,224.60	

John P. Thompson

Item # 21

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Budget Amendment # 2004-14(A)

DATE: 4-30-04

Honorable Commissioners Court of Polk County:

I would like to request the following expenditure as an amendment to my departmental budget:

FUND	DEPT.	ACCT.	AMT.
032	595	490	\$5,906.40

Reason for grave public necessity or unforeseen condition:

Settlement in Vance Insulation Abatement, Inc.
Case No 01-70729-RBK (bankruptcy)

Department Head

Be sure to review other departments within the fund for areas where funds could be used to make these amendments. Line-item transfers are always preferred over budget amendments.

