



# POLK COUNTY COMMISSIONERS COURT

August 9, 2004

10:00 A.M.

2004-069

Polk County Courthouse, 3rd floor

Livingston, Texas

## NOTICE

Is hereby given that a Special 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.
  - Invocation
  - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
- OLD BUSINESS**
4. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RFP 2004-17, "INMATE TELEPHONE SERVICES".
- NEW BUSINESS**
5. CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 27, 2004 AND SPECIAL MEETING OF AUGUST 4, 2004.
6. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RE-BID #2004-14, "RECONSTRUCTION OF APPROXIMATELY 2 MILES OF COUNTY ROADWAY IN LAKESIDE VILLAGE", (PCT. 4).
7. CONSIDER APPROVAL TO RENEW COUNTY EMPLOYEE HEALTH INSURANCE THROUGH INTERLOCAL AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES.
8. CONSIDER RENEWAL OF AGREEMENT WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH (UTMB) FOR INDIGENT HEALTH CARE SERVICES.
9. CONSIDER BUDGET SUBMITTED BY POLK CENTRAL APPRAISAL DISTRICT FOR FY2005 AND ADOPTION OF RESOLUTION RELATING TO SAID BUDGET.
10. RECEIVE CALCULATION OF EFFECTIVE & ROLLBACK TAX RATES FROM TAX ASSESSOR-COLLECTOR.
11. CONSIDER RENEWAL OF INTERLOCAL COOPERATION AGREEMENT WITH POLK CENTRAL APPRAISAL DISTRICT FOR ISSUANCE OF MANUFACTURED HOME RELOCATION STATEMENT, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.
12. CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM, PROVIDING SERVICES TO AT-RISK YOUTH, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.
13. CONSIDER RENEWAL OF LEASE AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM FOR PROVISION OF OFFICE SPACE AT 602 E. CHURCH ST., LIVINGSTON, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.
14. CONSIDER RENEWAL OF AGREEMENT WITH MEMORIAL MEDICAL CENTER – LIVINGSTON, FOR LEASE OF STORAGE SPACE AT 207 W. MILL, LIVINGSTON, FOR ONE (1) TERM BEGINNING SEPTEMBER 1, 2004.

15. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO TEXAS COMMUNITY DEVELOPMENT PROGRAM NO. 724881 (MOSCOW WATER SUPPLY SEWER IMPROVEMENT PROJECT):
  - a. RESOLUTION AUTHORIZING SIGNATORS FOR CONTRACTUAL DOCUMENT.
  - b. DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM.
  - c. APPROVE COMMUNITY DEVELOPMENT PROGRAM CONTRACT WITH OFFICE OF RURAL COMMUNITY AFFAIRS.
  - d. APPROVE AGREEMENT FOR GRANT ADMINISTRATION SERVICES.
16. CONSIDER COUNTY CLERK'S RECOMMENDATION FOR LOCATION OF POLLING PLACE IN COUNTY ELECTION PRECINCT 10 AND, IF APPLICABLE, AN ORDER APPROVING A CHANGE IN POLLING LOCATION, IN COMPLIANCE WITH U.S. JUSTICE DEPARTMENT PRE-CLEARANCE REQUIREMENTS.
17. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR CERTAIN ANNUAL COUNTY PURCHASES.
18. CONSIDER ADOPTION OF THE TEXAS DEPARTMENT OF HEALTH INDIGENT HEALTH CARE ELIGIBILITY STANDARDS, DOCUMENTATION AND VERIFICATION PROCEDURES ACCORDING TO THE ACT AND PROVISION OF OPTIONAL SERVICES AS ALLOWED UNDER V.T.C.A., HEALTH & SAFETY CODE SECTION 61.0285, FOR THE STATE OF TEXAS FISCAL YEAR, SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.
19. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
20. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
21. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
22. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

**ADJOURN**

**Posted: August 5, 2004**

By: John P. Thompson, County Judge



I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Thursday, August 5, 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 AUG -5 PM 3:52



BARBARA MIDDLETON  
POLK COUNTY CLERK

STATE OF TEXAS }

COUNTY OF POLK }

**VOL 50 PAGE 785**  
DATE: AUGUST 9, 2004  
SPECIAL MEETING  
Commissioner Willis - Absent  
Commissioner Purvis - Absent

**COMMISSIONERS COURT  
AGENDA POSTING #2004-069**

BE IT REMEMBERED ON THIS THE 9<sup>th</sup> DAY OF AUGUST, 2004  
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;  
HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.  
BOBBY SMITH-COMMISSIONER PCT #2, C.T. "TOMMY" OVERSTREET -COMMISSIONER  
PCT #4, BARBARA MIDDLETON - COUNTY CLERK & B.L. "BOB" 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.
  - Rev. Joel Salazar with Central Baptist Church gave the invocation.
  - Joe Roeder led the pledge to the U. S. and Texas flags.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
  - A. COMMISSIONER SMITH REPORTED THIS SATURDAY - AUGUST 14<sup>th</sup>, IS A SPECIAL CLEAN-UP DAY SCHEDULED FOR ONALASKA. EVERYONE IS INVITED TO COME OUT TO PARTICIPATE. THE POLK COUNTY AREA GO TEXAN ANNUAL BAR-B-QUE COOK OFF IS SCHEDULED FOR AUGUST 27<sup>th</sup> & 28<sup>th</sup>, SUPPORTING THE YOUTH OF POLK COUNTY THRU SCHOLARSHIPS.
4. **RFP #2004-17 "INMATE TELEPHONE SERVICES"**  
MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO RATE PROPOSALS, #1 T-NETIX, #2 INFINITY, #3 EVERCOM & APPOINT A COMMITTEE CONSISTING OF JUDGE THOMPSON, BOB DOCKENS, COMMISSIONER OVERSTREET & ONE MEMBER OF SHERIFF'S DEPARTMENT, TO REVIEW TOP THREE PROPOSALS SUBMITTED, THEN MAKE A RECCOMMEDATION TO THE COURT ON FINAL SELECTION.  
ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO TABLE ITEM #5 UNTIL NEXT MEETING, APPROVAL OF MINUTES FOR JULY 27, 2004 & AUGUST 4, 2004.  
ALL VOTING YES.
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO TABLE ITEM #6 REGARDING RE-BID ON RECONSTRUCTION OF ROADWAY IN LAKESIDE VILLAGE, UNTIL FINAL NEGOTIATIONS ARE COMPLETED CONCERNING THE AMOUNT OF FUNDING TO BE PROVIDED BY THE PROPERTY OWNERS ASSOC.  
ALL VOTING YES.

7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE TO RENEW COUNTY EMPLOYEE HEALTH INSURANCE THROUGH A INTERLOCAL AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES.  
ALL VOTING YES.
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE RENEWAL OF AGREEMENT WITH THE UNIVERSITY OF TEXAS MEDICAL BRANCH (UTMB) FOR INDIGENT HEALTH CARE SERVICES, INCLUDING THE ADDENDUM SAME AS LAST YEAR.  
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE BUDGET SUBMITTED BY THE POLK CENTRAL APPRAISAL DISTRICT FOR FY-2005.  
ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO RECEIVE CALCULATIONS FROM MARION "BID" SMITH - TAX ASSESSOR/COLLECTOR CONCERNING THE EFFECTIVE & ROLLBACK TAX RATES, .5228 EFFECTIVE RATE, .5596 ROLLBACK RATE, WITH AN ESTIMATED 95% COLLECTION RATE. THE OFFICIAL NOTICE WILL APPEAR IN THE NEWSPAPER ON THURSDAY, AUGUST 12,2004, AS PRESCRIBED BY LAW.  
ALL VOTING YES.
11. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE RENEWAL OF INTERLOCAL COOPERATION AGREEMENT WITH POLK CENTRAL APPRAISAL DISTRICT FOR ISSUANCE OF MANUFACTURED HOME RELOCATION STATEMENTS, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.  
ALL VOTING YES.
12. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE MEMORANDUM OF UNDERSTANDING WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM, PROVIDING SERVICES TO AT-RISK YOUTH, FOR ONE (1) YEAR TERM, BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31,2005. ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE RENEWAL OF LEASE AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS S.T.A.R. PROGRAM FOR PROVISION OF OFFICE SPACE AT 302 E. CHURCH STREET - LIVINGSTON FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.  
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE RENEWAL OF AGREEMENT WITH MEMORIAL MEDICAL CENTER OF LIVINGSTON FOR LEASE OF STORAGE SPACE AT 207 W. MILL STREET-LIVINGSTON, FOR ONE (1) YEAR TERM BEGINNING SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.  
ALL VOTING YES.

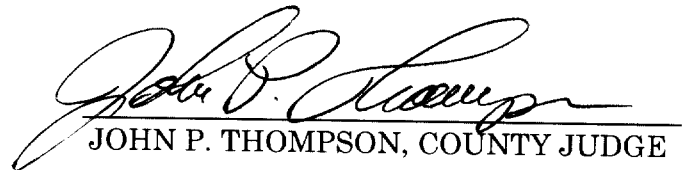
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE FOLLOWING ACTIONS PERTAINING TO **TEXAS COMMUNITY DEVELOPMENT PROGRAM (TCDP) NO. 724881 (MOSCOW WATER SUPPLY CORPORATION IMPROVEMENT PROJECT)**
  - A. RESOLUTION AUTHORIZING JUDGE THOMPSON AS SIGNATORY FOR CONTRACTUAL DOCUMENTS. (SEE ATTACHED)
  - B. DEPOSITORY / AUTHORIZED SIGNATORIES DESIGNATION FORM FOR BANKING. (SEE ATTACHED)
  - C. APPROVE COMMUNITY DEVELOPMENT PROGRAM CONTRACT WITH OFFICE OF RURAL COMMUNITY AFFAIRS. (SEE ATTACHED)
  - D. APPROVE AGREEMENTS FOR GRANT ADMINISTRATION SERVICES BY DAVID WAXMAN. ALL VOTING YES. (SEE ATTACHED)
  
16. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE **THE COUNTY CLERKS RECOMMENDATION FOR LOCATION OF POLLING PLACE ELECTION PRECINCT #10 (CORRIGAN-CAMDEN HIGH SCHOOL) & AN "ORDER" APPROVING THE CHANGE IN COMPLIANCE WITH U.S. JUSTICE DEPARTMENT PRECLEARANCE REQUIREMENTS.** (SEE ATTACHED)  
ALL VOTING YES.
  
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, APPROVAL TO **ADVERTISE FOR BIDS FOR CERTAIN ANNUAL COUNTY PURCHASES, INCLUDING OIL, GAS & DIESEL FUELS, TIRES & TUBES, & ALL ROAD MATERIALS, ETC.**  
ALL VOTING YES.
  
18. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE **ADOPTION OF THE TEXAS DEPARTMENT OF HEALTH INDIGENT HEALTHCARE ELIGIBILITY STANDARDS, DOCUMENTATION AND VERIFICATION PROCEDURES ACCORDING TO THE ACT AND PROVISION OF OPTIONAL SERVICES AS ALLOWED UNDER V.T.C.A., HEALTH & SAFETY CODE, SECTION 61.0285, FOR THE STATE OF TEXAS FISCAL YEAR SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005.**  
ALL VOTING YES. (SEE ATTACHED)
  
19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE **THE BUDGET REVISIONS #2004-20, AS SUBMITTED BY THE COUNTY AUDITOR.**  
ALL VOTING YES. (SEE ATTACHED)
  
20. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE **THE BUDGET AMENDMENTS #2004-20(A) AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.**  
ALL VOTING YES. (SEE ATTACHED)
  
21. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL **AND PAYMENT OF BILLS BY SCHEDULE, INCLUDING ADDENDUM.**  
ALL VOTING YES. (SEE ATTACHED)

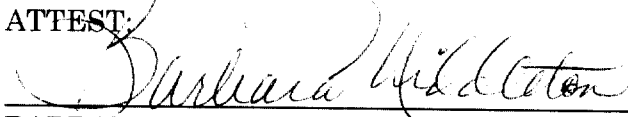
DATE	AMOUNT	CHECK NUMBERS
7/23/04	\$5,886.90	187932 - 187950
7/26/04	\$15,109.85	187951 & 187952
7/27/04	\$66,516.79	187953 - 187959

DATE	AMOUNT	CHECK NUMBERS
7/28/04	\$103,113.62	ACH 442
7/28/04	\$38,740.65	187960 - 187962
7/29/04	VOID	ACH 443
7/29/04	\$66,092.44	ACH 444
7/29/04	\$217,871.63	ACH 445
7/29/04	VOID	187963 - 187969
7/29/04	\$15,897.06	187970 - 187977
7/29/04	\$3,991.13	187978 - 187994
8/3/04	\$515.73	187995 - 187997
8/3/04	\$5,374.07	187998 & 187999
8/3/04	\$166,096.42	188000 - 188123
8/10/04	\$107,858.70	Addendum (To appear on future schedule)
Total	\$813,064.99	

22. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE THE PERSONNEL ACTION FORMS.  
 ALL VOTING YES. (SEE ATTACHED)

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 9<sup>th</sup> DAY OF AUGUST 2004 AT 10:27 A.M.  
 ALL VOTING YES.

  
 JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  
  
 BARBARA MIDDLETON, COUNTY CLERK

COPY

Item #3

**AGREEMENT TO PROVIDE MEDICAL SERVICES  
BETWEEN  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
AND THE COUNTY OF POLK**

This agreement ("Agreement") is made by and between The University of Texas Medical Branch at Galveston ("UTMB") and Polk County, Texas (the "County") for the provision of medical services to the County's eligible indigent population.

NOTE: This Agreement is subject to the provisions of the Texas Indigent Health Care and Treatment Act (the "Act"), *Section 61.001 et seq, Texas Health & Safety Code*. Nothing in this Agreement shall be construed as increasing the County's responsibility for the treatment of indigents, including the dollar limit per individual, beyond that contained in the Act.

**I. Definitions – Specific terms used in this agreement are . . .**

- 1.1. Eligible Resident:** A County resident meeting the financial criteria outlined by the County. Eligible Residents must:
- 1.1.1. Present a valid county identification card to UTMB, and
  - 1.1.2. Have a valid referral from the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
  - 1.1.3. Possess a valid authorization for that visit.
  - 1.1.4. Per Attorney General's opinion DM225 may include jail inmates held in the county jail.
- 1.2. Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.
- 1.3. Primary Care:** General medical care that is provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.4. Provisional Pay Status:** If the patient is deemed not an Eligible Resident, then fees will be payable based upon their financial position in accordance with UTMB established criteria. Services are contingent upon patient meeting UTMB's financial criteria for their particular status as it relates to the federal poverty level.
- 1.5. Secondary Care:** Specialty medical care or service provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.

1.6. **Tertiary Care:** Health care treatment and services within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

**II. Eligibility – The following County residents are covered . . .**

**Eligible Residents-**UTMB will provide Secondary/Tertiary Care for County residents meeting the County’s financial criteria and satisfying the requirements of Section 1.1 above. Patients presenting for service without meeting all criteria as outlined in Section 1.1 will be placed in the provisional pay status.

**III. Scope of Services – Each contracting party has these responsibilities. . .**

**3.1. County’s Responsibilities:**

- 3.1.1. The County agrees to pay fees in accordance with Section IV below for health care services provided to Eligible Residents within forty-five (45) days of the invoice date to the UTMB Accounting Department, P.O. Box 4786-762, Houston, Texas 77210-4786.
- 3.1.2. The County shall screen and register patients in accordance with the provisions of the Act and the County’s internal procedures in advance of treatment.
- 3.1.3. The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A. Use this exhibit as a guideline for minimal information requirements.
- 3.1.4. The County agrees to refer Eligible Patients through its indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
- 3.1.5. The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 3.1.6. The County shall identify specific indigent health care officials who can make referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials for telephone eligibility verification and patient referral.
- 3.1.7. The County shall be solely responsible for arranging for any follow-up medical care including referral form completion for Eligible



Residents treated at UTMB, subject to the Texas Indigent Health Care and Treatment Act.

- 3.1.8. All referrals shall contain a valid and unique authorization for each patient encounter.
- 3.1.9. County agrees to pay in accordance with Section IV those emergency room charges for Eligible Residents treated at the UTMB Emergency Room.
- 3.1.10. County is responsible for monitoring the Eligible Resident's accrued charges so that those charges do not exceed County's statutory responsibility of \$30,000. Should appointments and authorizations be given after the county has knowledge of the Eligible Resident reaching this cap and without proper written notice, the County would be responsible for payment of those charges.
- 3.1.11. Should a charge be denied on the monthly report, County agrees to document that denial using the Denial Form (Exhibit C) provided with this contract. Payment will be deemed "unpaid" until this is received.

**3.2. UTMB's responsibilities:**

- 3.2.1 UTMB agrees to provide a monthly invoice to the County.
- 3.2.2 UTMB only agrees to provide Specialty and Tertiary Care to Eligible Residents unless the County otherwise requested and authorized in writing subject to medical emergency treatment and available UTMB resources.
- 3.2.3 UTMB agrees to invoice the County solely for Eligible Residents referred to UTMB by the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals. Should a patient appear on the monthly billing who is not an Eligible Resident, the Denial Form (Exhibit C) must be filled out completely and accurately in order to receive credit.
- 3.2.4 UTMB may re-bill County for any denied charge if and when the reason for denial can be rectified.
- 3.2.5 UTMB agrees to provide discharge summaries and consultation reports to the County's indigent health care office if so requested by the County subject to UTMB's confidentiality requirements.

- 3.2.6 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for any follow-up treatment of the referred condition.
- 3.2.7 UTMB agrees to invoice County solely for health care services rendered to Eligible Residents holding the appropriate consultation form as identified in Exhibit B.
- 3.2.8 UTMB agrees to invoice the County indigent health care office monthly for all hospital and physician services.
- 3.2.9 UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced billed charges.
- 3.2.10 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for services under this Agreement.
- 3.2.11 UTMB will comply with Federal and State laws regarding emergency services. County residents presenting with non-emergent medical conditions will be referred to the County's indigent health care office for referral in accordance with the provisions of this Agreement.
- 3.2.12 UTMB agrees to provide services for non-emergent, non-eligible residents in accordance with UTMB's Provisional Pay Status.
- 3.2.13 UTMB shall maintain a self-funded program for professional liability coverage for faculty physicians against any liabilities or claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB faculty physicians. As an agency of the State of Texas, liability for the tortious conduct of non physician UTMB employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

**3.3 Services not UTMB's responsibility:**

- 3.3.1 Behavioral Health, including drug and alcohol addiction.
- 3.3.2 Plastic Surgery
- 3.3.3 Oral Surgery
- 3.3.4 Outpatient Pharmacy

3.3.5 Transportation to and from UTMB

3.3.6 Take Home Medical Supplies

3.3.7 Primary Care patients

**IV. Fee Schedule – The charges for services will be as follows . . .**

- 4.1 UTMB agrees to provide all Eligible Resident services for a fee based on 35% of UTMB charges. UTMB agrees to provide annual written notice to County prior to any increase in charges.
- 4.2 Patients may be requested to pay a co-pay at the time of service.
- 4.3 The county shall not be responsible for any co-payments.
- 4.4 UTMB shall not deny service to any Eligible Resident for failure to pay the co-pay at the time of service or hospital admission.

**V. Miscellaneous—Both parties agree to the following . . .**

- 5.1 To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 5.2 This term of this Agreement shall be from September 1, 2004, through August 31, 2005, regardless of the date of execution. This Agreement may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Should the County terminate, County agrees to honor all appointments and authorizations in existence at the time of termination. Execution of this Agreement shall supercede and replace the previous agreement for indigent health care between County and UTMB.
- 5.3 The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB and the County to attempt to resolve all disputes arising under this Agreement. The County must give written notice to UTMB of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event giving rise to the claim. By its execution of this

Agreement, the County acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the County's immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and any action shall be brought in a court of competent jurisdiction in Galveston County, Texas.

- 5.4 This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.
- 5.5 UTMB agrees to accept County's payment as payment in full for medical services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for medical services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to credit the County for the amount received from the third party payer not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents.
- 5.6 HIPAA. To the extent either party comes into contact with information considered Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations), the parties agree to keep private and to secure any information considered IIHI or PHI in accordance with the federal law.

The parties agree to only use and disclose PHI as required to perform the services outlined in this Agreement. Neither party will use or further disclose PHI other than as permitted under this Agreement and both parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both parties agree to promptly notify the other of any use or disclosure of PHI not provided for in this Agreement. Both parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both parties understand that either party may terminate this Agreement immediately if the other party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement.

Both parties agree to follow § 164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the

HIPAA Privacy Regulations. Both parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the other party available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining the other party's compliance with the HIPAA Privacy Regulations. After the parties have completed working with or using PHI provided by the other party, both parties agree to continue to protect the PHI from wrongful uses and disclosures.

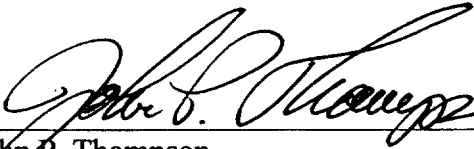
**VI. Notices. Notices shall be effective only when in writing and addressed as follows. . .**

UTMB: Richard S. Moore  
Vice President for Business and Administration  
UTMB Administration Bldg.  
Suite 621  
Galveston, Texas 77555-0126  
409-772-6454

County: The Honorable John P. Thompson  
Polk County Judge  
101 West Church Street  
Livingston, Texas 77351

**COUNTY OF POLK**

**THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON**

  
\_\_\_\_\_  
John P. Thompson  
County Judge

**COPY**

\_\_\_\_\_  
Richard S. Moore  
Vice President for Business and  
Administration

Date: August 9, 2004

Date: \_\_\_\_\_

Exhibit A

Front of Card

<p><b>County Indigent Care Card No.</b> _____</p> <p>Effective Date: <u>10-01-98</u> Expiration Date: <u>10-31-98</u></p> <p>County Identification No: <u>123456</u> Coverage: _____</p> <p>Name: <u>Mr/Mrs. County Resident</u></p> <p>Address: <u>1313 Main Street</u>  <u>Your County, Texas 00000</u></p> <p>Telephone: <u>409-555-5555</u></p> <p>Social Security #. <u>111-22-3333</u> Date of Birth: <u>10-23-1949</u></p> <p>Primary Care Provider: <u>Dr. UTMB Physician</u>  <u>Signature</u>  <u>County Indigent Care Coordinator</u></p> <p><u>Signature</u>  <u>County Indigent Patients Signature</u></p>
---

Cards are to be created by the County under contract to UTMB.  
 Each card should have a unique number assigned as a security precaution and tracking mechanism.  
 Each card should have an original signature by the appropriate representative of the county.  
 Each card should have an original signature by the resident  
 Each covered family member should have their own card issued. This would replace existing letters.  
 Card would need to be 3 1/2" x 2".

Rear of Card

<p align="center"><b>UTMB Contract County Specialty Card</b></p> <p>Patient Must Present This Card at Time of Registration.</p> <p>This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.</p> <p>All appointments are to be scheduled through the County Indigent Care Coordinator's Office at (409) 560-1111. Only Specialty/Tertiary Care appointments will be made to the University of Texas Medical Branch.</p>
---

**VOL 50 PAGE 798**

**Exhibit B - Clinical Information-County/District Referral Form**

Date: \_\_\_\_\_ Form initiated by: \_\_\_\_\_ (county/dist.) Ph #: \_\_\_\_\_ fax #: \_\_\_\_\_

Faculty/PCP: \_\_\_\_\_ Provider #: \_\_\_\_\_ Ph. #: \_\_\_\_\_ fax #: \_\_\_\_\_

SCP: \_\_\_\_\_ Provider #: \_\_\_\_\_ Ph. #: \_\_\_\_\_ fax #: \_\_\_\_\_  
(Specialty Physician's Name)

Select appropriate request: Approval for: Procedure [ ] Referral [ ]  
Consultation [ ] More Visits [ ]

Procedure/Service Requested: \_\_\_\_\_

\_\_\_\_\_ CPT: \_\_\_\_\_

Diagnosis: \_\_\_\_\_ ICD-9: \_\_\_\_\_

Symptoms: \_\_\_\_\_

Pertinent History: \_\_\_\_\_

Previous Treatments: \_\_\_\_\_

Current Meds: \_\_\_\_\_

Treatment Plan: \_\_\_\_\_

**Financial Information**

County/District Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

County/Dist rep's name: \_\_\_\_\_ Patient's Phone #: \_\_\_\_\_

Patient Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Authorization #: \_\_\_\_\_ County #: \_\_\_\_\_ Case in computer? Y / N

No. of visits approved: \_\_\_\_\_ Expiration date of approval: \_\_\_\_\_

Other pertinent information: \_\_\_\_\_

Appointment made? Y / N

Patient notified? Y / N

Date/Time of Appointment: \_\_\_\_\_

IF denied, MD notified? Y / N

IF denied, patient notified? Y / N

Authorization obtained by: \_\_\_\_\_

Date: \_\_\_\_\_

**Write in Patient Information/Affix Label:**

Name: \_\_\_\_\_

UH#: \_\_\_\_\_

**Contract Care Approval Form**

**The University of Texas  
Medical Branch Hospitals  
Galveston, Texas**





COPY


**ADDENDUM TO AGREEMENT TO PROVIDE MEDICAL SERVICES  
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT  
GALVESTON AND THE COUNTY OF POLK**

This Addendum to the Agreement to Provide Medical Services between the University of Texas Medical Branch at Galveston (UTMB) and Polk County, Texas (County) is hereby incorporated into the attached Agreement by reference. To the extent of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall prevail.

1. Upon request by County, UTMB shall provide UB-92 and HCFA-1500 forms to document any invoiced services.
2. If UTMB contracts with another county upon different terms than those included in the Agreement, UTMB will offer those terms to Polk County at its option.

Approved:

**COUNTY OF POLK**

  
\_\_\_\_\_  
John P. Thompson  
County Judge

**THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON**

\_\_\_\_\_  
Richard S. Moore  
Vice President for Business and  
Administration

August 9, 2004

Date

\_\_\_\_\_  
Date

*Item #9*

**Polk Central Appraisal District**

114 Matthews  
Livingston, Texas 77351  
936-327-2174 Fax 936-327-2545



**Carolyn Allen, RPA, CTA**  
Chief Appraiser

July 28, 2004

County Judge John Thompson  
Polk County Courthouse  
Livingston, TX 77351

Dear Judge Thompson:

The Board of Directors of the Polk Central Appraisal District adopted the 2005 Appraisal District Budget at the regular board meeting on July 27, 2004.

Enclosed you will find a copy of the 2005 approved budget and the allocation estimate for all entities.

Should you have any questions, please call me at 327-2174.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carolyn Allen".

Carolyn Allen  
Chief Appraiser

Encl: 2

RECEIVED  
JUL 30 2004  
POLK COUNTY JUDGE

**VOL 50 PAGE 802**

5101 SALARY/TRAVEL DEPUTY CHIEF APPR.	\$40,000.00
5102 SALARY ADMINISTRATIVE SECRETARY	\$20,350.00
5103 SALARY/TRAVEL CHIEF APRAISER	\$63,492.00
5104 SALARY CLERICAL SUPERVISOR	\$24,096.00
5105 SALARY RECEPTIONIST	\$18,900.00
5106 SALARY DATA ENTRY	\$19,608.00
5107 SALARY CLERK	\$18,900.00
5108 SALARY/APPRAISAL/EXPERIENCED	\$33,400.00
5109 SALARY/TRAVEL APPRAISER IV	\$33,500.00
5110 SALARY/TRAVEL PP/COM APPRAISER	\$28,600.00
5111 SALARY/TRAVEL APPRAISER CLASS II	\$28,600.00
5112 SALARY/TRAVEL APPRAISER CLASS II	\$30,200.00
5113 SALARY/TRAVEL EXPERIENCE APPR RP,	\$37,000.00
5114 SALARY CARTOGRAPHER/SYS ADM	\$34,000.00
5115 SALARY DEED CLERK	\$18,900.00
5116 SALARY/TRAVEL APPRAISER 1	\$27,000.00
<b>SALARIES</b>	<b>\$476,546.00</b>
5151 MEDICAL INSURANCE	\$94,000.00
5153 WORKMAN COMPENSATION	\$6,700.00
5155 RETIREMENT CAD PART	\$52,500.00
5156 HEALTH TAX CAD PART	\$6,000.00
5157 STATE UEMPLOYMENT INSURANCE	\$3,500.00
5158 CONTRACT/LONGEVITY	\$4,000.00
5201 OFFICE SUPPLIES	\$20,000.00
5203 MAPPING SUPPLIES	\$4,000.00
5204 CAPITAL OUTLAY/FURNITURE/FIXTURES	\$5,000.00
5205 POSTAGE	\$17,000.00
5207 OFFICE EQUIPMENT	\$14,800.00
5230 DUES	\$3,700.00
5245 EDUCATION/SEMINARS	\$7,000.00
5250 TRAVEL EXPENSE SCHOOLS, CONF.	\$9,350.00
5260 FORMS & STATIONARY	\$6,000.00
5262 COMPUTER SUPPLIES	\$6,000.00
5263 AS400 COMPUTER SOFTWARE LICENSE	\$10,575.00
5265 INSURANCE COVERAGE/EQUIPMENT	\$8,300.00
5270 TELEPHONE	\$9,000.00
5275 EQUIPMENT & MAINTENANCE EXPENSE	\$18,000.00
5280 JANITORIAL SERVICE	\$4,100.00
5285 CITY BILLS	\$9,200.00
5306 AUDIT SERVICES	\$3,300.00
5310 LEGAL SERVICES	\$20,000.00
5115 PUBLICATION LEGAL NOTICES	\$2,500.00
5317 CAPITOL APPRAISAL	\$38,900.00
5335 OFFICE REPAIRS	\$2,500.00
5360 APPRIASAL REVIEW BOARD	\$7,000.00
5365 CONTINGENCY	\$11,000.00
5370 COMPUTER SERVICES	\$6,000.00
6000 Building & Improvements > \$500	\$7,500.00
<b>2005 APPROVED BUDGET</b>	<b>\$893,971.00</b>

<u>TAXING ENTITIES</u>	<u>2003 LEVY</u>	<u>PER CENT ALLOCATED</u>	<u>BUDGET SHARE</u>	<u>EQUAL QTR PAYMENTS</u>
POLK COUNTY	\$9,223,803	27.3149%	\$223,797	\$55,949
CITY OF CORRIGAN	\$141,888	0.4202%	\$3,443	\$861
CORRIGAN/CAMDEN ISD	\$2,888,231	8.5531%	\$70,077	\$17,519
BIG SANDY ISD	\$3,969,866	11.7562%	\$96,321	\$24,080
MEMORIAL POINT UTILITY DISTRICT	\$174,903	0.5179%	\$4,244	\$1,061
GOODRICH ISD	\$973,951	2.8842%	\$23,631	\$5,908
LEGGETT ISD	\$1,178,434	3.4898%	\$28,592	\$7,148
LIVINGSTON ISD	\$11,099,614	32.8699%	\$269,309	\$67,327
CITY OF GOODRICH	\$55,753	0.1651%	\$1,353	\$338
ONALASKA ISD	\$3,547,872	10.5065%	\$86,082	\$21,520
POLK COUNTY FRESHWATER DISTRICT	\$514,026	1.5222%	\$12,472	\$3,118
<b>TOTAL 2003 TAX LEVY</b>	<b>\$33,768,341</b>	<b>100.0000%</b>	<b>\$819,319</b>	<b>\$204,830</b>
<b>2005 APPROVED BUDGET</b>	<b>\$893,971</b>			
<b>2003 BUDGET RETURN</b>	<b><u>\$74,652</u></b>			
<b>2005 APPROVED BUDGET ALLOCATION</b>	<b>\$819,319</b>			



*Item #12*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
AND  
Honorable John Thompson, Polk County Judge**

**I. PERIOD OF AGREEMENT**

The terms of this Memorandum of Understanding (MOU) between the Deep East Council of Governments (DETCOG) and Honorable John Thompson is effective for the period of **September 1, 2004 until August 31, 2005.**

Either DETCOG or the Honorable John Thompson may propose amendments to this MOU at any time by providing written notice. To become effective, amendments shall require approval of the DETCOG Executive Director, DETCOG STAR Director, and the Honorable John Thompson.

This MOU will assist DETCOG in effectively providing quality services to at-risk youths and their families. DETCOG's policies stipulate "no youth will be denied services due to refusal of the family to participate in counseling. If the family is unavailable or refuses to participate, the youth will be seen and provided counseling services at school or STAR offices." The following counties are currently provided STAR services: Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler.

**II. PURPOSE**

1. Jointly participate in the development and implementation of Services to At-Risk Youth program "STAR" in the Deep East Texas region, including the most efficient use of the Department of Family and Protective Services (DFPS) STAR program funds. DFPS places its highest priority on keeping youths in their homes. (Family Preservation) We will receive referrals from CPS workers, juvenile probation officers, and ISD'S who can refer families to STAR. These agencies will also work with the STAR program to provide training on what type of clients we can work with.
2. Encourage the development of mutual training activities for providers of services to youth personnel at the regional levels, with particular emphasis on prevention techniques, family crisis intervention, and enhancement of client self-determination. This can be achieved whenever there is an opportunity for cross training to assist each agency employee's understanding of the requirements for acceptance in their program.
3. Coordinate case referral procedures for clients and their families to assure that the most appropriate and least restrictive service is accessible and that confidentiality is maintained.

**MEMORANDUM OF UNDERSTANDING  
STAR Program  
Page 2**

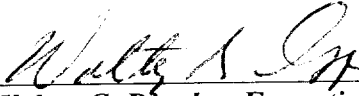
4. Ensure that staff at the local level coordinates services and work together to carry out the mutual objectives of the two agencies.

**III. CONTACT PERSONS**

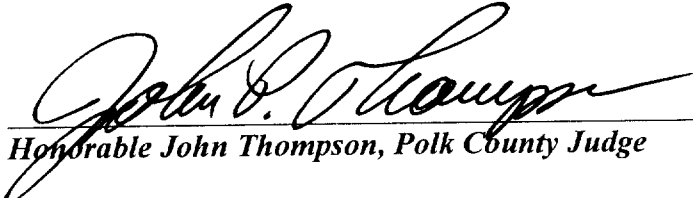
The DETCOG will remain in contact with juvenile and local officials in the counties STAR services are provided. There will be communication as needed or meetings called to provide updates on the STAR program.

**IV. CERTIFICATION**

The signatures below acknowledge the existence of this MOU between DETCOG and Honorable John Thompson. The collective efforts of each person involved will be a great asset to STAR youths and their families.

BY:   
\_\_\_\_\_  
*Walter G. Diggles, Executive Director*

BY:   
\_\_\_\_\_  
*Jeff Reed, STAR Director*

BY:   
\_\_\_\_\_  
*Honorable John Thompson, Polk County Judge*



**FILE COPY**

*Item #13*

**LEASE AGREEMENT**

This lease is made and executed by and between Polk County, 602 East Church Street, Livingston, Polk County, Texas herein called Lessor, and Deep East Texas Council of Governments, 274 East Lamar Street, Jasper, Jasper County, Texas herein called Lessee.

**DESCRIPTION OF PREMISES**

Lessor leases to Lessee, as herein provided, the premises located in Livingston, Polk County Texas and more particularly described as follows:

*Office space approximately 12x20 or 240 square feet in the Polk County Courthouse located on 602 East Church Street in Livingston, Polk County.*

**TERM**

The term of this Lease is from **September 1, 2004 to August 31, 2005.**

**RENT**

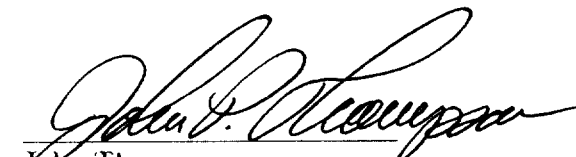
This occupied space is donated to Deep East Texas Council of Governments at no cost. DETCOG is responsible for telephone usage only.

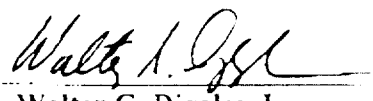
**USES OF PREMISES**

The premises are leased for use as an *Office Building*. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent of the Lessor.

Lessee shall hold Lessor free and harmless from any and all liability claims from the use of these facilities.

Executed in duplicate originals this *9<sup>th</sup>* day of August, 2004.

  
John Thompson  
County Judge

  
Walter G. Diggles, Lessee  
Executive Director



#15  
A-D

RESOLUTION

COPY

**WHEREAS**, the County of Polk has been awarded a Texas Community Development Grant for \$186,553.00 from the Office of Rural Community Affairs, Contract Number 724881, and

**WHEREAS**, this Grant will provide Sewer Plant Improvements in the Moscow Water Supply Corporation Area, and

**WHEREAS**, the County of Polk will provide a minimum of \$0.00 from its Local Fund as a cash contribution toward the project activities and \$0.00 in-kind services, and

**WHEREAS**, certain documents will need to be signed by authorized persons,

**THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF POLK, TEXAS:**

**THAT**, the below listed individuals are designated by the Commissioners Court as authorized signators for the following contractual documents:

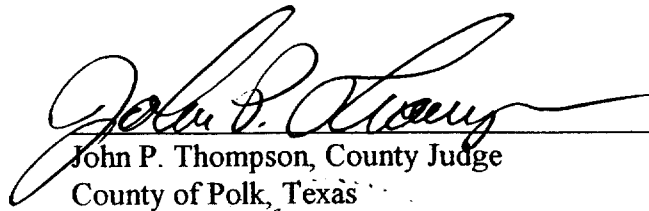
**1. STATE OF TEXAS PURCHASE VOUCHER:**

- a. County Judge
- b. County Treasurer


**2. REQUEST FOR PAYMENT:**

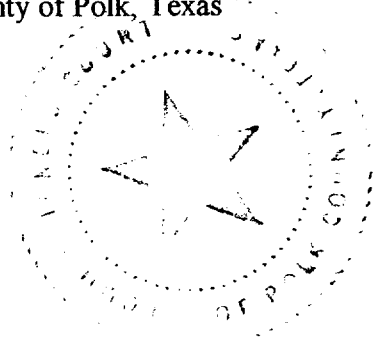
- a. County Judge
- b. County Treasurer

**PASSED AND APPROVED THIS THE 9TH DAY OF AUGUST, 2004.**

  
 John P. Thompson, County Judge  
 County of Polk, Texas

ATTEST:

  
 Barbara Middleton, County Clerk



TEXAS COMMUNITY DEVELOPMENT PROGRAM  
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Contractor: County of Polk

TCDP Contract No. 724881

The financial lending institution listed here will serve as the depository for the Texas Community Development Program contract funds:

First State Bank  
Name of Lending Institution)

P.O. Box 1277  
(Address)

Livingston, Texas 77351  
(City, State Zip Code)

Fund Account Number: 173-641

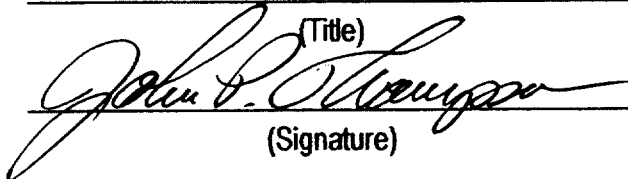
The individuals listed below are designated by resolution as authorized signators for contractual documents -  
- (At least two (2) Signatories Required)

John P. Thompson  
(Name)

Nola Reneau  
(Name)

County Judge  
(Title)

County Treasurer  
(Title)

  
(Signature)

  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**NOTE:** a copy of a Resolution passed by the City Council or County Commissioner's Court authorizing the signators must be submitted along with this form.

OFFICE OF RURAL COMMUNITY AFFAIRS  
 CONTRACT FOR  
 COMMUNITY DEVELOPMENT PROGRAMS

COPY

STATE OF TEXAS ]

COUNTY OF TRAVIS ]

SECTION 1 PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Office of Rural Community Affairs, an agency of the State of Texas, referred to as the "Office", and Polk County, referred to as the "Contractor". The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on July 1, 2004, and shall terminate on June 30, 2006, unless otherwise specifically provided by the terms of this contract.

SECTION 3. CONTRACTOR PERFORMANCE

The Contractor shall conduct, in a satisfactory manner as determined by the Office, a community development program, referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), referred to as the Act. The Contractor shall perform all activities in accordance with the terms of the Performance Statement, referred to as Exhibit A; the Budget, referred to as Exhibit B; the Project Implementation Schedule, referred to as Exhibit C; the Applicable Laws and Regulations, referred to as Exhibit D; the Certifications, referred to as Exhibit E; the assurances, certifications, and all other statements made by the Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract. The Contractor shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving the service or a benefit from the use of the new or improved facilities and activities before submitting the Project Completion Report to this Office. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, the Contractor is liable to repay to the Office any associated disallowed costs.

SECTION 4. OFFICE OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, the Office shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract by the Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that the Office's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet Office's liabilities under this contract. If adequate funds are not available to make payments under this contract, Office shall notify the Contractor in writing within a reasonable time after such fact is

determined. Office shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.

2. The Office shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than the Office or the Contractor.

3. The Office shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 6 (A) of this contract.

4. The Office shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.

5. The Office shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been billed to the Office by the Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this contract.

6. The Office shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract, unless the Contractor receives written approval from the Office and they are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract. Costs incurred by the Contractor to attend the Office's Second Annual All-Rural Texas Summit in April 2004 are considered authorized pre-agreement program administrative costs occurring prior to the commencement date specified in Section 2 and are eligible up to the amounts and for the purposes prescribed by the Office.

7. The Office shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not billed to the Office within ninety days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 19 of this contract shall be billed to the Office within twelve months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Office shall deobligate all reserved funds not requested under this subsection.

**B. Excess Payments**

The Contractor shall refund to the Office any sum of money which has been paid to the Contractor by the Office, which the Office determines has resulted in overpayment to the Contractor, or which the Office determines has not been spent by the Contractor strictly in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Office within thirty (30) working days after such refund is requested by the Office.

**C. Limit of Liability**

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by the Office under this contract shall not exceed the sum of One Hundred Eighty-six Thousand Five Hundred Fifty-three and No/100 Dollars (\$186,553).

SECTION 5. METHOD OF PAYMENT

A. The Contractor shall submit to the Office at its offices in Travis County, Texas, a properly completed Request for Advance or Reimbursement Standard Form 270, as specified by the Office, as often as actually needed. The Office shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Office has reviewed and approved such Request.

B. The Contractor's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from the Office to the Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the Regulations and, for matters not addressed therein, with 24 C.F.R. Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule") as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (TEX. GOV'T. CODE ANN. Chapter 783; referred to as "UGCMS."), in performing this contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by UGCMS and this contract.

B. The Contractor shall comply with the requirements set forth in 24 C.F.R. Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. The Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and the Contractor shall provide reports of program income to the Office with each form submitted by the Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by the Contractor during the period of this contract shall be retained by the Contractor and utilized by the Contractor to fund performances specified in this contract, in the manner specified, prior to requesting additional funds from the Office.

3. At least sixty (60) days prior to the termination of this contract, the Contractor shall submit a plan to the Office for its approval which specifies the manner in which the Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified. Any program income earned by the Contractor from this contract, prior to the establishment and approval of a Revolving Loan Fund plan by the

Contractor must be returned to the Office. In the event the Office does not approve the plan submitted by the Contractor, the Contractor shall return such program income to the Office within thirty (30) working days after receipt of the Office's notification of disapproval.

**SECTION 7.           RETENTION AND ACCESSIBILITY OF RECORDS**

- A. The Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, 24 C.F.R. Section 570.490 of the Regulations, and this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. The Contractor shall retain such records, and any supporting documentation, for the greater of three years from closeout of this contract or the period required by other applicable laws and regulations as described in the Regulations.
- B. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, and the Office, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act.
- C. The Contractor shall include the substance of this Section 7 in all subcontracts.

**SECTION 8.           REPORTING REQUIREMENTS**

- A. The Contractor shall submit to the Office such reports on the operation and performance of this contract as may be required by the Office including but not limited to the reports specified in this Section 8.
- B. The Contractor shall submit to the Office no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by the Office and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.
- C. The Contractor shall submit a Certificate of Expenditures to the Office no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by the Office. The Certificate of Expenditures shall be in a format prescribed by the Office and shall be accompanied by a final Project Completion Report of all activities performed under this contract.
- D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties that if the Contractor fails to submit to the Office in a timely and satisfactory manner any report required by this contract, the Office may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Office withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the Office until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.



The Office reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Office shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports notes deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 17 and 18 of this contract.

## SECTION 10.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that the Office is contracting with the Contractor as an Independent Contractor, and that the Contractor, as such, agrees to the extent allowed by law to hold the Office harmless and to indemnify the Office from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

## SECTION 11.

SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Office's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has submitted a Subcontractor Eligibility form, as specified by the Office, for each such proposed subcontract, and the Contractor has obtained the Office's prior written approval, based on the information submitted, of the Contractor's intent to enter into such proposed subcontract. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Office is in no way liable to the Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that the Contractor obtain the Office's prior written approval of a subcontractor's eligibility, be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Office's approval under Section 11 does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Office maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, the Office does not waive any right of action which may exist or which may subsequently accrue to the Office under this contract.

C. The Contractor shall comply with 24 CFR Section 85.36, this contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

D. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Office determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

## SECTION 12.

CONFLICT OF INTEREST

A. The Contractor shall ensure that no employee, officer, or agent of the Contractor shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner;

or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. The Contractor shall comply with Chapter 171, Texas Local Government Code and 24 C.F.R. 570.489(h) of the federal regulations.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of the Contractor.

D. The Contractor shall include the substance of this section in all subcontracts.

**SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS**

A. The Contractor shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this contract.

B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor receiving funds under this contract shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by the Contractor under this contract shall involve, nor shall any portion of the funds received by the Contractor under this contract, be used to engage in inherently religious activities. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract. The Contractor shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 C.F.R. Sec. 570.200(j).

**SECTION 14. LEGAL AUTHORITY**

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Office shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Office for any money it has received from the Office for performance of the provisions of this contract, if the Office has suspended or terminated this contract for reasons enumerated in this Section 14.

#### SECTION 15. LITIGATION AND CLAIMS

The Contractor shall give the Office immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Office. Except as otherwise directed by the Office, the Contractor shall furnish immediately to the Office copies of all pertinent papers received by the Contractor with respect to such action or claim.

#### SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the Act, the Regulations of the Office, assurances and certifications made to the Office by the Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the Texas Community Development Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TCDP Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Office may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Director of the TCDP in the form of TCDP issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TCDP Project Implementation Manual shall not alter the terms of this contract so as to release the Office of any obligation specified in Section 4 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, the Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, or otherwise requiring the Office's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than five percent (5%) of the total amount of this contract as specified in Section 4 (C);
2. The transfer will not change the scope or objective of the projects funded under this contract; and
3. The Contractor submits a budget revision report to the Office, on a form specified by the Office, simultaneously with the submission of the Contractor's first request for payment following any such transfers made in accordance with this Subsection D.

**SECTION 17.            SUSPENSION**

Notwithstanding the provisions of TEX. GOV'T. CODE ANN. Chapter 2251, in the event the Contractor fails to comply with any term of this contract, the Office may, upon written notification to the Contractor, suspend this contract in whole or in part and withhold further payments to the Contractor, and prohibit the Contractor from incurring additional obligations of funds under this contract.

**SECTION 18.            TERMINATION**

A. The Office shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified in Section 2 of this contract whenever the Office determines that the Contractor has failed to comply with any term of this contract. The Office shall notify the Contractor in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

B. Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the part of this contract to be terminated, and shall cease to incur costs thereunder. The Office shall not be liable to the Contractor or to the Contractor's creditors for costs incurred after termination of this contract.

D. Notwithstanding any exercise by the Office of its right of suspension under Section 17 of this contract, or of early termination pursuant to this Section 18, the Contractor shall not be relieved of any liability to the Office for damages due to the Office by virtue of any breach of this contract by the Contractor. The Office may withhold payments to the Contractor until such time as the exact amount of damages due to the Office from the Contractor is agreed upon or is otherwise determined.

**SECTION 19.            AUDIT**

A. The Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. (a) Audit Required-Federal Awards. Contractors expending \$500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Office's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 19, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) Audit Required-State Awards. Contractors that expended \$500,000 or more in State Awards for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall

have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular. For purposes of this Section 19, "State Award" means state financial or cost reimbursement contracts received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State award does not mean state financial assistance and state cost-reimbursement contracts received directly or indirectly under the terms of other federal awards. State awards do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. State awards also do not include federal awards as defined by OMB Circular A-133.

2. Notwithstanding Section 4(A)(5) and Section 4(A)(6), the Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the Office under this contract, provided however that the Office shall not make payment for the cost of such audit services until the Office has received a satisfactory audit report and invoice, as determined by the Office, from the Contractor; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services.

3. The Contractor shall submit two (2) copies of the report of such audit to the Office within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the audit period. The Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by the Office or its authorized representative. The Contractor shall ensure the Audit Reports submitted include either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone, fax number and e-mail address. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the Texas Community Development Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements in paragraphs "A-1 through 3" of this Section 19, the Contractor shall submit within 60 days of its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements. Failure by the Contractor to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the Texas Community Development Program, and the issuance of new contracts for funding awards.

B. Notwithstanding Subsection A of this Section 19, the Office reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this contract. The Contractor agrees to permit the Office or its authorized representative to audit the Contractor's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. The Contractor understands and agrees that it shall be liable to the Office for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Office of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as the Office may require of the Contractor.

E. The Contractor shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to the Office at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS**

A. The Contractor understands and agrees that by the execution of this contract the Contractor shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to the Office under Section 5304(f) of the Act, in accordance with and to the extent specified in 24 C.F.R. Part 58. In accordance with Section 58.77(b) of such regulations, the Contractor further understands and agrees that the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

B. Funds provided under this contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project;
2. Environmental studies, including environmental clearance activities required by this Section; and
3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

C. The Contractor shall prepare a written Environmental Assessment of its activities in accordance with 24 C.F.R. Part 58, Subpart E, and the TCDP Project Implementation Manual. The Contractor must then follow the steps specified in this subsection to ensure compliance with the National Environmental Policy Act (NEPA). When the Environmental Assessment is completed, the Contractor must follow one of the following two (2) procedures. The first is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment. If this is the case, the Contractor must then prepare an Environmental Impact Statement in accordance with Subpart F or Subpart G of 24 C.F.R. Part 58. The second and more common procedure must be followed for all projects not requiring an Environmental Impact Statement. The Contractor in this instance must publish, in the manner prescribed in 24 C.F.R. Sections 58.43 and 58.45, a combined legal notice in a single publication: A Finding of No Significant Impact (FONSI), and a Notice of Intent to Request Release of Funds (NOI/RROF). In the first part of this notice, the Contractor certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment. The Contractor shall then provide the public with at least fifteen (15) calendar days to comment on this combined notice following its publication date, unless

exceptional circumstances exist as specified in 24 C.F.R. Section 58.46. If no unresolved problems occur, the Contractor must then concurrently submit to the Office the following documents:

1. Transmittal Letter
2. RROF/FONSI Certification Form
3. Published FONSI/NOI/RROF
4. Publisher's Affidavit
5. Project Site Description

Upon receipt of such documents, the Office must allow a fifteen (15) calendar day comment period to expire before it can formally release any project funds which are subject to the environmental review regulations. The Contractor must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. The Contractor shall document its compliance with such other requirements in its environmental review file.

**SECTION 21.            CITIZEN PARTICIPATION REQUIREMENTS**

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract;

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Office, from the activities specified in Exhibit A, Performance Statement, of this contract;

C. Prior to the termination of this contract, the Contractor shall hold a public hearing to review its performance under this contract;

D. For each public hearing scheduled and conducted by the Contractor under this section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. The Office shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of

each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with TEX. GOV'T. CODE ANN. Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Office's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

**SECTION 22. SPECIAL CONDITIONS**

A. The Office shall not release any funds for any costs incurred by the Contractor under this contract until the Office has received a copy of the Contractor's previous fiscal year audit report or certification from the Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. The Office shall specify the content and form of such certification.

B. The Office shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Office receives a properly completed Depository/Authorized Signatories Form, as specified by the Office, from the Contractor.

C. The Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until the Contractor has received the applicable prevailing wage rates from the Office.

D. In accordance with Section 18 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 20 or listed under Section 22 funded under this contract have begun by such date.

E. The Contractor shall provide a report to the Office one year after the contract termination date which indicates the additional benefits (mentioned in the Contractor's application on page 3 of the Project Summary), to the city/county that resulted from the CDBG investment.

F. Public buildings, facilities, centers, constructed with Office of Rural Community Affairs (ORCA) Community Development Block Grant (CDBG) assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing ORCA CDBG funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

"This project is funded by the Office of Rural Community Affairs of the State of Texas, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

G. Prior to the Office's release of funds for the construction of the sewer system improvements described in Exhibit A, Performance Statement, of this contract, the Contractor shall provide certification to the Office from the Texas Commission on Environmental Quality that plans,



specifications, and related documents for its sewer system improvements have been prepared by a registered professional engineer and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality review requirements described in Title 30 of the Texas Administrative Code, Chapter 317 (30 TAC 317.1 et seq.).

H. The Contractor shall provide documentation to the Office which indicates that it has received an approved permit or amendment(s) to an existing permit from the Texas Commission on Environmental Quality, Water Quality Division, prior to incurring costs and/or expending funds for wastewater treatment construction activities that are being funded under this contract.

**SECTION 23.            DEBARMENT**

By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall receive the certification provided by the Office from each proposed subcontractor under this contract and its principals.

**SECTION 24.            POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED**

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of the Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of the Contractor, the State of Texas, or the government of the United States.

**SECTION 25.            ORAL AND WRITTEN AGREEMENTS**

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 3 of this contract:

1. Exhibit A, Performance Statement, 1 Page
2. Exhibit B, Budget, 2 Pages
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 3 Pages
5. Exhibit E, Certifications, 2 Pages

SECTION 26. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

WITNESS OUR HANDS EFFECTIVE July 1, 2004.

  
\_\_\_\_\_  
John P. Thompson, County Judge  
Polk County

Approved and accepted on behalf of the Office of Rural Community Affairs.

\_\_\_\_\_  
Robt. J. "Sam" Tessen, MS, Executive Director  
Office of Rural Community Affairs

This contract is not effective unless signed by the Executive Director of the Office of Rural Community Affairs or by the Executive Director's authorized designee.

## PERFORMANCE STATEMENT

## Polk County

Contractor shall carry out the following activities in the target area identified in its 2003/2004 Community Development Fund application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Sewer Facilities

Contractor shall resolve the Texas Commission on Environmental Quality (TCEQ) findings by rehabilitating the oxidation ponds and constructing oxidation steps. Construction shall take place at the current wastewater treatment plant.

These activities shall benefit one hundred nine (109) persons, of which eighty-three (83) or seventy-six percent (76%) are of low to moderate income.

Engineering

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Administration

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

**EXHIBIT B  
BUDGET  
Polk County**

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$	\$	\$
1b. Sewer Facilities	\$ 163,053	\$ 22,447	\$ 185,500
2. Solid Waste Disposal Facilities	\$	\$	\$
3. Other Public Utilities (Gas)	\$	\$	\$
4. Street Improvements	\$	\$	\$
5. Flood and Drainage Facilities	\$	\$	\$
6. Neighborhood Facilities/ Community Centers	\$	\$	\$
7. Senior Centers	\$	\$	\$
8. Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9. Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10. Fire Protection Facilities and Equipment	\$	\$	\$
11. Parking Facilities	\$	\$	\$
12. Pedestrian Malls and Walkways	\$	\$	\$
13. Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14. Specially Authorized Public Facilities and Improvements	\$	\$	\$
15. Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16. Interim Assistance	\$	\$	\$

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17. Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a. Rehabilitation of Private Properties (Water Service)	\$	\$	\$
17b. Rehabilitation of Private Properties (Sewer Service)	\$	\$	\$
18. Rehabilitation of Public Residential Structures	\$	\$	\$
19. Public Housing Modernization	\$	\$	\$
20. Clearance Demolition Activities	\$	\$	\$
21. Historic Preservation	\$	\$	\$
22. Removal of Architectural Barriers	\$	\$	\$
23. Code Enforcement	\$	\$	\$
24. Acquisition	\$	\$	\$
25. Relocation Payments & Assistance	\$	\$	\$
26. Economic Development Loan	\$	\$	\$
27. Economic Devel. Interest Subsidy	\$	\$	\$
28. Economic Devel. Loan Guarantee	\$	\$	\$
29. Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$ - 0 -	\$ 24,203	\$ 24,203
31. Planning & Urban Env. Design (NOT TO EXCEED 16%)	\$	\$	\$
32. General Administration	\$ 23,500	\$ - 0 -	\$ 23,500
TOTALS	<u>\$ 186,553</u>	<u>\$ *46,650</u>	<u>\$ 233,203</u>

(\* Cash - Moscow Water Supply Corporation)

EXHIBIT C  
PROJECT IMPLEMENTATION SCHEDULE

Polk County

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sewer Facilities	X																							
Procurement of Professional Services																								
Environmental Review	X	X																						
Plans & Specifications		X																						
Clearance of Special Conditions				X	X																			
Wage Rate Request/Decision/10-Day Call				X	X																			
Bid Advertisement/Contract Award							X																	
Construction								X				X	X	X	X	X	X	X	X	X	X	X	X	X
Interim & Final Inspections									X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
General Administration	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Audit & Close-out																						X	X	X

CONTRACT START DATE                      CONTRACT ENDING DATE

July 1, 2004

June 30, 2006

**EXHIBIT D**

**THE APPLICABLE LAWS AND REGULATIONS**

The Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circular and federal regulations specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by the Contractor under this contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D.

**I. CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this contract, the Contractor understands and agrees that the activities funded shall be operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

**II. LABOR STANDARDS**

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

**III. EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec.1701u).

**IV. LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Office thereunder.

**V. ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

**(a) Historic Properties**

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).
- (3) Federal historic preservation regulations as follows:
  - (i) 36 CFR part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG) and
  - (ii) 36 CFR part 801 with respect to UDAG.
- (4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

**(b) Floodplain management and wetland protection**

- (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)
- (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly sections 2 and 5.

**(c) Coastal Zone Management**

- (1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

**(d) Sole source aquifers**

- (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e)).
- (2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.)



(e) Endangered species

- (1) The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

- (1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

- (1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).
- (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

- (1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).
- (2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

- (1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3))
- (2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

(j) Environmental justice

- (1) Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

(k) Other requirements

See 24 CFR Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

VII. FAITH-BASED ACTIVITIES

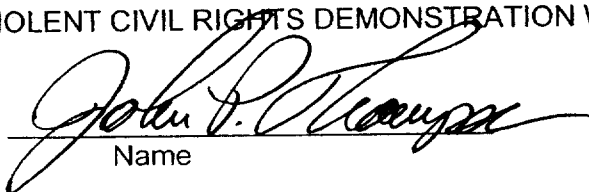
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

**EXHIBIT E  
CERTIFICATIONS**

I, John P. Thompson, County Judge, Polk County

CERTIFY WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY Polk County, THAT;

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE OFFICE;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE OFFICE;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TCDP FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE OFFICE.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

  
Name

August 9, 2004  
Date

**CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED Polk County

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

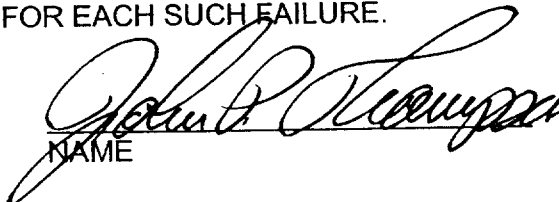
(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

SIGNED:

  
NAME

DATE: August 9, 2004

Polk County Judge  
TITLE (MAYOR/JUDGE)



THE STATE OF TEXAS §

COUNTY OF POLK § KNOW ALL MEN BY THESE PRESENTS

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES**

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN THE **COUNTY OF POLK, TEXAS** hereinafter called the "Client", and **DAVID J. WAXMAN, INC.**, P. O. Drawer 900, Jasper, Texas 75951, referred to herein as the "Consultant", for the following Project:

A **2004 Sewer Improvements Project** funded by the U. S. Department of Housing and Urban Development under Title I of the Community Development Act of 1974, (P.L. 95-128), as amended; awarded to said Client for a **Sewer Improvements Project (Moscow Water Supply Area) TCDP 724881**.

The Client and the Consultant agree as follows:

**SECTION ONE: SCOPE AND EFFECT:**

- 1.1 The Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement.
- 1.2 This Agreement becomes of full force and effect on the 1<sup>st</sup> day of July, 2004 and shall continue through the program period of the Grant.

**SECTION TWO: PROFESSIONAL SERVICES FEE:**

- 2.1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of **\$23,500.00** as per Attachment B.
- 2.2 Payment hereunder are expressly conditioned on receipt of and will be made exclusively from funds from the U.S. Department of Housing and Urban Development or the local match fund as provided in the TCDP Grant Agreement.

**SECTION THREE: MATERIAL CHANGE IN SCOPE OF PROJECT:**

- 3.1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or the U.S. Department of Housing and Urban Development without the prior agreement, in writing, being first obtained from the Consultant, as to the compensation to be paid to the Consultant.

**SECTION FOUR: PROFESSIONAL SERVICES - ADMINISTRATION:**

**4.1 ENVIRONMENTAL ASSESSMENT:**

- 1) The Consultant shall conduct the Client's environmental assessment where such assessment is required.
- 2) The Consultant shall prepare and maintain the environmental review record.
- 3) The Consultant shall prepare addenda to the environmental assessment where needed.

**4.2 ADMINISTRATIVE SERVICES:**

- 1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Urban Development in the administration of the Grant and provide such controls as are necessary to ensure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations.
- 2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development.
- 3) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.
- 4) The Consultant shall prepare for the Client the required Performance Reports.
- 5) The Consultant shall aid the Client in responding to government audit findings, should they occur.
- 6) The Consultant shall maintain liaison with the U.S. Department of Housing and Urban Development on matters pertaining to the CDBG process.
- 7) The Consultant shall aid the Client in the scheduling of projects.
- 8) The Consultant shall aid the Client in the selection of other professionals where needed.
- 9) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals.
- 10) The Consultant shall design and monitor the Community Development Grant Program.

11) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed.

12) The Consultant shall assist in identifying, recording and responding to citizen complaints concerning the CDBG Program.

13) The Consultant shall assist in implementation of Citizens Participation as required.

14) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines, sewer lines, sidewalks, drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed.

15) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant.

16) Prepare construction contracts which comply with Federal regulations. Examples are Conflict of Interest, Access to Records, Copeland and Anti-kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6500.3), OMB Circular A-102, Attachment O, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, etc.

17) Obtain contractor and subcontractor clearance from the State.

18) Check weekly payrolls to ensure compliance with Wage Decisions. Conduct on-site interviews and compare the results with appropriate payrolls.

19) Monitor construction to ensure compliance with Equal Opportunity and Labor Standards Provisions.

4.3 TECHNICAL ASSISTANCE AND TRAINING:

- 1) Records
- 2) Laws and Regulations
- 3) Environmental
- 4) Citizen Participation
- 5) Real Property Acquisition and Relocation
- 6) Citizen Complaints
- 7) Housing Assistance Implementation
- 8) Labor Standards
- 9) Construction Requirements
- 10) Bid Process
- 11) Project Selecting and Project Process

**SECTION FIVE: RESPONSIBILITIES OF THE OWNER:**

- 5.1 The Client shall cooperate in implementing the Citizens' Participation Plan.
- 5.2 The Chief Executive Officer shall execute all required certifications.
- 5.3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process.
- 5.4 The Client shall act timely on all resolutions so as not to delay project completion.
- 5.5 The Client shall be responsible for local zoning regulations.

**SECTION SIX: PAYMENTS TO THE CONSULTANT:**

6.1 Payment to the Consultant for services in 4.1, 4.2 and 4.3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the U.S. Department of Housing and Urban Development and shall be made as follows:

- (a) Payments - Upon receipt of authorization of the Grant from the U.S. Department of Housing and Urban Development, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of **\$23,500.00** (See Attachment B).
- (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the contractors.
- (c) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensations shall be subject to renegotiation.

**SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS:**

7.1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

**SECTION EIGHT - TERMINATION OF AGREEMENT:**

8.1 This Agreement may be terminated by either party upon ten (10) days written notice should



the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be paid all compensation for services performed and reimbursement expenses through the date of termination.

8.2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date, Reimbursable Expenses then due and termination expenses.

8.3 Termination Expenses are defined as those expenses directly attributable to termination.

**SECTION NINE: OWNERSHIP OF DOCUMENTS:**

9.1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the Client whether the project for which they are made is executed or not.

**SECTION TEN: SUCCESSORS AND ASSIGNS:**

10.1 The Client and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to all the terms, conditions and covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted.

**SECTION ELEVEN: ARBITRATION:**

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the Texas Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consolidation, joinder or in any other manner, any additional party not a party to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the Texas Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**SECTION TWELVE: EXTENT OF AGREEMENT:**

12.1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

**SECTION THIRTEEN: GOVERNING LAW:**

13.1 Unless otherwise specified, this Agreement shall be governed by the laws of Texas.

**SECTION FOURTEEN: EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this Agreement:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisement for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**SECTION FIFTEEN: SPECIAL PROVISIONS ATTACHMENT A:**

15.1 Attachment A appended to this Contract is hereby made a part of said contract.

15.2 In cases of a conflict between this Contract and Attachment A, Attachment A shall always govern.

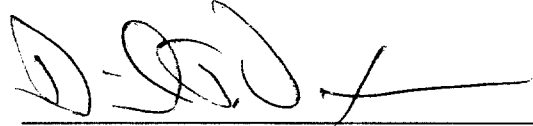
**SIGNED AND ENTERED INTO THIS THE 1<sup>st</sup> DAY OF JULY, 2004.**

**CLIENT:**

**CONSULTANT:**

COUNTY OF POLK, TEXAS

DAVID J. WAXMAN, INC.

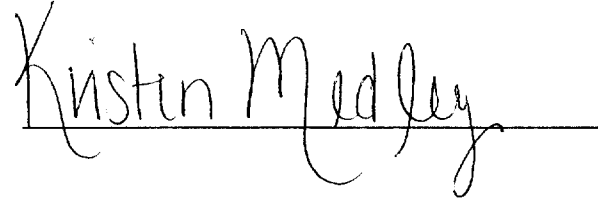


JOHN P. THOMPSON  
COUNTY JUDGE

DAVID J. WAXMAN  
PRESIDENT

**ATTEST:**

**ATTEST:**



## PART IV

## TERMS AND CONDITIONS

## PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.  
  
Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.
2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting

- documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
  9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
  10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
  11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
    - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
    - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
    - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
    - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
  12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  13. Section 109 of the Housing and Community Development Act of 1974.
    - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
    - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
    - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Office issued thereunder prior to the execution of this Contract. The

parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Office issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

**15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.**

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection**

with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**ATTACHMENT B**

**COUNTY OF POLK  
2004 COMMUNITY DEVELOPMENT BLOCK GRANT  
SEWER IMPROVEMENTS PROJECT**

The **COUNTY OF POLK, TEXAS** shall reimburse **DAVID J. WAXMAN, INC.** for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of **\$23,500.00**. Payments shall be based on the percentage of work item completed.

<b><u>WORK ITEM</u></b>	<b><u>PERCENT OF CONTRACT</u></b>
1) Establishment of Recordkeeping System	15%
2) Environmental Assessment and Clearance	20%
3) Acquisition	5%
4) Bid/Contract Award Process	25%
5) Labor Standards Compliance Activities/Construction Activities	30%
6) Project Closeout Requirements/Letter of Closeout	5%
<b>TOTAL LUMP SUM AMOUNT</b>	<b>\$23,500.00</b>



**TABLE 1 - BENEFIT TO LOW AND MODERATE INCOME PERSONS**

Revised 6/10/2004

COUNTY OF POLK  
2003/2004 TCDP APPLICATION  
SEWER IMPROVEMENTS MOSCOW WATER SUPPLY AREA

A. ACTIVITY NUMBER	B. ACTIVITY NAME	C. METHOD TYPE TO COMPLETE ACTIVITY	D. NUMBER OF PERSONS TO BENEFIT	E. NUMBER OF LOW/MOD PERSONS TO BENEFIT	F. PERCENT LOW/MOD BENEFIT	G. TCDP FUNDS	H. OTHER FUNDS (SHOW SOURCE)	I. TOTAL FUNDS
1b	Sewer Facilities	1	109	83	76%	\$163,053.00	\$22,447.00 (Moscow WSC)	\$185,500.00
30	ENGINEERING/ARCHITECTURAL SERVICES	1	N/A	N/A	N/A	\$0.00	\$18,100.00 (Moscow WSC)	\$18,100.00
	BASIC SERVICES	1				\$0.00	\$6,103.00 (Moscow WSC)	\$6,103.00
	SPECIAL SERVICES	1				\$23,500.00	\$0.00	\$23,500.00
32	GENERAL ADMINISTRATION	1	N/A	N/A	N/A			
<b>TOTALS</b>		N/A	<b>109</b>	<b>83</b>	<b>N/A</b>	<b>\$186,553.00</b>	<b>\$46,650.00</b>	<b>\$233,203.00</b>

ADMINISTRATIVE FUNDS ARE LIMITED TO 16% OF THE TOTAL TCDP CONSTRUCTION AND ACQUISITION/RELOCATION DOLLARS REQUESTED  
METHOD TYPE TO COMPLETE ACTIVITY: CONTRACT = 1 FORCE ACCOUNT LABOR = 2 COMBINATION=3



*Item #16*



COPY

**ORDER**

**OF THE COMMISSIONERS COURT  
OF POLK COUNTY, TEXAS**

---

**CHANGING THE POLLING LOCATION OF CERTAIN  
COUNTY ELECTION PRECINCT/S**

---

**WHEREAS**, the Polk County Commissioners Court met in a special called session on August 9, 2004 at 10:00 a.m., where among other items the Court considered a recommendation of the County Clerk to designate a change in the polling place for County Election Precinct 10, located in Corrigan, Texas (see attached Exhibit "A"); and

**WHEREAS**, the Clerk recommended the polling location for the referenced Election Precinct be moved from the Corrigan-Camden High School Library to the Corrigan-Camden High School Gymnasium; and

**WHEREAS**, the Clerk verifies that the recommended location is suitable for designation as a polling place and that this change conforms to the requirements set out in the Election Code of the State of Texas, Chapter 43; and


**WHEREAS**, the Polk County Commissioners Court finds that it is in the best interest of the County and its citizens to approve the recommendation of the County Clerk and to make said designation.

**NOW, THEREFORE**, it is ordered that the polling place for County Election Precinct 10 shall be designated as the Corrigan-Camden High School Gymnasium in Corrigan, Texas.

**APPROVED** on this the 9<sup>th</sup> day of August, 2004.

  
\_\_\_\_\_  
John P. Thompson, County Judge

Attest:

  
\_\_\_\_\_  
Barbara Middleton, County Clerk  
Polk County, Texas

(seal)



POLK COUNTY, TEXAS

*Barbara Middleton*  
*County Clerk*

---

P.O. Drawer 2119

Livingston, Texas 77351

Telephone(936)327-6805

Fax(936)327-6874

---

Sharon Jordan  
Chief Deputy Clerk  
Main Office  
(936)327-6804

Date: August 4, 2004

To: Commissioners Court

From: County Clerk

Subject: CC Agenda for August <sup>9th</sup>~~10~~, 2004

I am requesting this item to be placed on the next Commissioners Court agenda for August 10, 2004.

CONSIDER THE APPROVAL AND DESIGNATION OF THE RECOMMENDED LOCATION FOR POLLING PLACE PRECINCT #10, INCLUDING APPROVAL OF A "COURT ORDER" ORDERING THE CHANGE IN LOCATION TO COMPLY WITH WRITTEN PRECLEARANCE REQUIREMENTS FROM THE U.S. JUSTICE DEPARTMENT.

*Thanks,*  
*Barbara*



**CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT**

---

August 3, 2004

Barbara Middleton  
Polk County Clerk  
P.O. Box 2119  
Livingston, TX 77351

Dear Ms. Middleton:

Corrigan-Camden Independent School District would like to request that the polling location for elections be moved from the Corrigan-Camden High School Library to the High School Gymnasium. There is a concern for the safety of students and staff due to the large number of people coming into the building while school is in session.

If any other information is needed you may call me at 936-398-4040.

Sincerely,  


Tom Bowman, Superintendent  
Corrigan-Camden ISD

**RECEIVED**  
**Barbara Middleton**  
**Polk County Clerk**  
**AUG 09 2004**

---



**POLK COUNTY  
Aging  
Department**

COPY

*Item #18*

# Memo

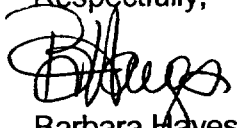
**To:** *MARCIA* **Marsha Cook**  
**From:** Barbara Hayes  
**Date:** 8/5/2004  
**Re:** State Indigent Health Care

The Social Service Department requests the following items to be placed on the August 10, 2004 Commissioners Court agenda for consideration of adoption for the State of Texas Fiscal Year September 1, 2004 through August 31, 2005:

- 1). Optional services (forms enclosed) as allowed under V.T.C.A.-Health & Safety code section 61.0285.
- 2) Texas Department of Health-Indigent Health Care eligibility standards, application, documentation, and verification procedures according to the Act as allowed under V.T.C.A.-Health & Safety Code section 61.024

Following the Commissioners' Court adoption and Judge Thompson's signature, the Optional Service State forms 120 (2) must be faxed as soon as possible to the Texas Department of Health-Indigent Health Care Office-fax # 512-458-7713 prior to August 31, 2004.

I appreciate your assistance in this matter.

Respectfully,  
  
 Barbara Hayes

Definitions of CIHCP Optional Health Care Services

1. Advanced Practice Nurse (APN) services must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician.
2. Ambulatory Surgical Center (ASC) services must be provided in a freestanding ASC, and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures.
3. Colostomy medical supplies and/or equipment must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers. The county may require the supplier to receive prior authorization.
4. Counseling (psychotherapy) services must be medically necessary based on a referral from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC), or a Ph.D. Psychologist.
5. Dental care must be medically necessary and provided by a DDS, DMD, or DDM. Items covered are: an annual routine exam, annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain. The county may require prior authorization.
6. Diabetic supplies and/or equipment must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are: test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens. The county may require the supplier to receive prior authorization.
7. Durable medical equipment must be medically necessary; meet the Medicare/Medicaid requirements; and be provided under a written, signed and dated prescription from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items may be purchased or rented, whichever is least costly. Items covered are: blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), hospital beds, walkers, and standard wheelchairs. The county may require the supplier to receive prior authorization.
8. Emergency medical service covers ground transportation only for medically necessary, life-threatening conditions.
9. Federally Qualified Health Center (FQHC) services must be provided in an approved FQHC by a physician, physician's assistant, nurse practitioner, clinical psychologist, or clinical social worker.
10. Home and community health care must be medically necessary, meet the Medicare/Medicaid requirements; and be provided by a certified home health agency. A plan of care must be recommended, signed, and dated by the recipient's attending physician prior to care being given. Items covered are R.N. visits for skilled nursing observation, assessment, evaluation, and treatment provided by a physician who specifically requests the R.N. visit for this purpose. A home health aide to assist with administering medication is also covered. Visits made for performing housekeeping services are not covered. A county may require prior authorization.
11. Physician Assistant (PA) services must be medically necessary and provided by a PA under the direction of an M.D. or a D.O. and must be billed by and paid to the supervising physician.
12. Vision care covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria.

Instructions for Form 120

Circle any or all of the types of optional services (# 1 – 12 ) that your county chooses to provide. Fax the completed Form 120 to the County Indigent Health Care Program at 512-458-7713.

If your county decides to discontinue providing any of the optional services you are currently providing, complete another Form 120, check the "CHANGE" item, circle the service(s) that your county will continue providing, sign/date/complete the bottom of the form, and fax it to the TDH County Indigent Health Care Program at 512-458-7713.

Maintain the records relating to an application at least until the end of the third complete state fiscal year following the date on which the application is submitted.



OPTIONAL HEALTH CARE SERVICES NOTIFICATION

Circle the number of each type of optional health care service your county chooses to provide.

1.	Advanced Practice Nurse (APN), specifically a nurse practitioner, a clinical nurse specialist, a Certified Nurse Midwife (CNM), and a Certified Registered Nurse Anesthetist (CRNA)
2.	Ambulatory Surgical Center (ASC), freestanding
3.	Colostomy Medical Supplies and/or Equipment, namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers
4.	Counseling Services. Check the ones your county chooses to provide. <input type="checkbox"/> A. Licensed Clinical Social Worker (LCSW) <input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT) <input type="checkbox"/> C. Licensed Professional Counselor (LPC) <input type="checkbox"/> D. Ph.D. Clinical Psychologist
5.	Dental Care, namely an annual routine dental exam, an annual routine cleaning, one set of annual x-rays and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain
6.	Diabetic Supplies and/or Equipment, namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens
7.	Durable Medical Equipment. Check the ones your county chooses to provide. <input type="checkbox"/> A. Blood Pressure Measuring Appliances <input type="checkbox"/> E. Hospital Beds <input type="checkbox"/> B. Canes <input type="checkbox"/> F. Walkers <input type="checkbox"/> C. Crutches <input type="checkbox"/> G. Wheelchairs, Standard <input checked="" type="checkbox"/> D. Home Oxygen Equipment
8.	Emergency Medical Services, namely ground transportation only
9.	Federally Qualified Health Center (FQHC)
10.	Home and Community Health Care
11.	Physician Assistant (PA)
12.	Vision Care, namely one exam by refraction and one pair of prescription glasses every 24 months

CHANGE Check here if your county decides to discontinue any of the optional services that you are currently providing. Circle the optional service(s) above that your county will continue providing. Complete and fax this form to the TDH County Indigent Health Care Program.

\_\_\_\_\_  
Signature of County Judge/Designee \_\_\_\_\_  
Date

Name Judge John Thompson	Title County Judge
County Polk	Mailing Address 101 West Church St. Ste. 300
Telephone Number (Include area code.) 936-327-6813	City/State/ZIP Livingston, Texas, 77351

**OPTIONAL HEALTH CARE SERVICES NOTIFICATION**

Circle the number of each type of optional health care service your county chooses to provide.

1.	Advanced Practice Nurse (APN), specifically a nurse practitioner, a clinical nurse specialist, a Certified Nurse Midwife (CNM), and a Certified Registered Nurse Anesthetist (CRNA)
2.	Ambulatory Surgical Center (ASC), freestanding
3.	Colostomy Medical Supplies and/or Equipment, namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers
4.	Counseling Services. Check the ones your county chooses to provide. <input type="checkbox"/> A. Licensed Clinical Social Worker (LCSW) <input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT) <input type="checkbox"/> C. Licensed Professional Counselor (LPC) <input type="checkbox"/> D. Ph.D. Clinical Psychologist
5.	Dental Care, namely an annual routine dental exam, an annual routine cleaning, one set of annual x-rays and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain
6.	Diabetic Supplies and/or Equipment, namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens
7.	Durable Medical Equipment. Check the ones your county chooses to provide. <input type="checkbox"/> A. Blood Pressure Measuring Appliances <input type="checkbox"/> E. Hospital Beds <input type="checkbox"/> B. Canes <input type="checkbox"/> F. Walkers <input type="checkbox"/> C. Crutches <input type="checkbox"/> G. Wheelchairs, Standard <input type="checkbox"/> D. Home Oxygen Equipment
8.	Emergency Medical Services, namely ground transportation only
9.	Federally Qualified Health Center (FQHC)
10.	Home and Community Health Care
11.	Physician Assistant (PA)
12.	Vision Care, namely one exam by refraction and one pair of prescription glasses every 24 months

**CHANGE** Check here if your county decides to discontinue any of the optional services that you are currently providing. Circle the optional service(s) above that your county will continue providing. Complete and fax this form to the TDH County Indigent Health Care Program.

\_\_\_\_\_  
Signature of County Judge/Designee \_\_\_\_\_  
Date

Name <b>Judge John Thompson</b>	Title <b>County Judge</b>
County <b>Polk</b>	Mailing Address <b>101 West Church St. Ste.300</b>
Telephone Number (Include area code.) <b>936-327-6813</b>	City/State/ZIP <b>Livingston, Texas, 77351</b>

**TEXAS HEALTH AND SAFETY CODE  
TITLE 2. HEALTH  
SUBTITLE C. INDIGENT HEALTH CARE  
CHAPTER 61. INDIGENT HEALTH CARE AND TREATMENT ACT**

**SUBCHAPTER A. GENERAL PROVISIONS**

**§ 61.001. Short Title**

This chapter may be cited as the Indigent Health Care and Treatment Act.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.002. Definitions**

In this chapter:

- (1) "Department" means the Texas Department of Health.
- (2) "Eligible county resident" means an eligible resident of a county who does not reside in the service area of a public hospital or hospital district.
- (3) "Eligible resident" means a person who meets the income and resources requirements established by this chapter or by the governmental entity, public hospital, or hospital district in whose jurisdiction the person resides.
- (4) "Emergency services" has the meaning assigned by Chapter 773.
- (5) "General revenue levy" means:
  - (A) the property taxes imposed by a county that are not dedicated to the construction and maintenance of farm-to-market roads or to flood control under Article VIII, Section 1-a, of the Texas Constitution or that are not dedicated to the further maintenance of the public roads under Article VIII, Section 9, of the Texas Constitution; and
  - (B) the sales and use tax revenue to be received by the county during the calendar year in which the state fiscal year begins under Chapter 323, Tax Code, as determined under Section 26.041(d), Tax Code.
- (6) "Governmental entity" includes a county, municipality, or other political subdivision of the state, but does not include a hospital district or hospital authority.
- (7) "Hospital district" means a hospital district created under the authority of Article IX, Sections 4-11, of the Texas Constitution.

(8) "Mandated provider" means a person who provides health care services, is selected by a county, public hospital, or hospital district, and agrees to provide health care services to eligible residents, including the primary teaching hospital of a state medical school located in a county which does not have a public hospital or hospital district, and the faculty members practicing in both the inpatient and outpatient care facilities affiliated with the teaching hospital.

(9) "Medicaid" means the medical assistance program provided under Chapter 32, Human Resources Code.

(10) "Public hospital" means a hospital owned, operated, or leased by a governmental entity, except as provided by Section 61.051.

(11) "Service area" means the geographic region in which a governmental entity, public hospital, or hospital district has a legal obligation to provide health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 14, § 14, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 76, § 8.119, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1377, § 1.01, eff. Sept. 1, 1999.

**§ 61.003. Residence**

(a) For purposes of this chapter, a person is presumed to be a resident of the governmental entity in which the person's home or fixed place of habitation to which the person intends to return after a temporary absence is located. However, if a person's home or fixed place of habitation is located in a hospital district, the person is presumed to be a resident of that hospital district.

(b) If a person does not have a residence, the person is a resident of the governmental entity or hospital district in which the person intends to reside.

(c) Intent to reside may be evidenced by any relevant information, including:

(1) mail addressed to the person or to the person's spouse or children if the spouse or children live with the person;

(2) voting records;

(3) automobile registration;

(4) Texas driver's license or other official identification;

(5) enrollment of children in a public or private school; or

(6) payment of property tax.

(d) A person is not considered a resident of a governmental entity or hospital district if the person attempted to establish residence solely to obtain health care assistance.

(e) The burden of proving intent to reside is on the person requesting assistance.

(f) For purposes of this chapter, a person who is an inmate or resident of a state school or institution operated by the Texas Department of Corrections, Texas Department of Mental Health and Mental Retardation, Texas Youth Commission, Texas School for the Blind, Texas School for the Deaf, or any other state agency or who is an inmate, patient, or resident of a school or institution operated by a federal agency is not considered a resident of a hospital district or of any governmental entity except the state or federal government.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.004. Residence or Eligibility Dispute**

(a) If a provider of assistance and a governmental entity or hospital district cannot agree on a person's residence or whether a person is eligible for assistance under this chapter, the provider or the governmental entity or hospital district may submit the matter to the department.

(b) The provider of assistance and the governmental entity or hospital district shall submit all relevant information to the department in accordance with the application, documentation, and verification procedures established by the department under Section 61.006.

(c) If the department determines that another governmental entity or hospital district may be involved in the dispute, the department shall notify the governmental entity or hospital district and allow the governmental entity or hospital district to respond.

(d) From the information submitted, the department shall determine the person's residence or whether the person is eligible for assistance under this chapter, as appropriate, and shall notify each governmental entity or hospital district and the provider of assistance of the decision and the reasons for the decision.

(e) If a governmental entity, hospital district, or provider of assistance does not agree with the department's decision, the governmental entity, hospital district, or provider of assistance may file an appeal with the department. The appeal must be filed not later than the 30th day after the date on which the governmental entity, hospital district, or provider of assistance receives notice of the decision.

(f) The department shall issue a final decision not later than the 45th day after the date on which the appeal is filed.

(g) A governmental entity, hospital district, or provider of assistance may appeal the final order of the department under Chapter 2001, Government Code, using the substantial evidence rule on appeal.

(h) Service may not be denied pending an administrative or judicial review of residence.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 5.95(49), eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1377, § 1.02, eff. Sept. 1, 1999.

**§ 61.0045. Information Necessary to Determine Eligibility**

(a) Any provider, including a mandated provider, public hospital, or hospital district, that delivers health care services to a patient who the provider suspects is an eligible resident of the service area of a county, hospital district, or public hospital under this chapter may require the patient to:

(1) provide any information necessary to establish that the patient is an eligible resident of the service area of the county, hospital district, or public hospital; and

(2) authorize the release of any information relating to the patient, including medical information and information obtained under Subdivision (1), to permit the provider to submit a claim to the county, hospital district, or public hospital that is liable for payment for the services as described by Section 61.033 or 61.060.

(b) A county, hospital district, or public hospital that receives information obtained under Subsection (a) shall use the information to determine whether the patient to whom services were provided is an eligible resident of the service area of the county, hospital district, or public hospital and, if so, shall pay the claim made by the provider in accordance with this chapter.

(c) The application, documentation, and verification procedures established by the department for counties under Section 61.006 may include a standard format for obtaining information under Subsection (a) to facilitate eligibility and residence determinations.

Added by Acts 1999, 76th Leg., ch. 1377, § 1.03, eff. Sept. 1, 1999.

**§ 61.005. Contribution Toward Cost of Assistance**

(a) A county, public hospital, or hospital district may request an eligible resident receiving health care assistance under this chapter to contribute a nominal amount toward the cost of the assistance.

(b) The county, public hospital, or hospital district may not deny or reduce assistance to an eligible resident who cannot or refuses to contribute.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.006. Standards and Procedures**

(a) The department shall establish minimum eligibility standards and application, documentation, and verification procedures for counties to use in determining eligibility under this chapter.

(b) The minimum eligibility standards must incorporate a net income eligibility level equal to 21 percent of the federal poverty level based on the federal Office of Management and Budget poverty index.

(c) The department shall also define the services and establish the payment standards for the categories of services listed in Sections 61.028(a) and 61.0285 in accordance with Texas Department of Human Services rules relating to the Temporary Assistance for Needy Families-Medicaid program.

(d) The department shall establish application, documentation, and verification procedures that are consistent with the analogous procedures used to determine eligibility in the Temporary Assistance for Needy Families-Medicaid program. The department may not adopt a standard or procedure that is more restrictive than the Temporary Assistance for Needy Families-Medicaid program or procedures.

(e) The department shall ensure that each person who meets the basic income and resources requirements for Temporary Assistance for Needy Families program payments but who is categorically ineligible for Temporary Assistance for Needy Families will be eligible for assistance under Subchapter B. Except as provided by Section 61.023(b), the department by rule shall also provide that a person who receives or is eligible to receive Temporary Assistance for Needy Families, Supplemental Security Income, or Medicaid benefits is not eligible for assistance under Subchapter B even if the person has exhausted a part or all of that person's benefits.

(f) The department shall notify each county and public hospital of any change to department rules that affect the provision of services under this chapter.

(g) Notwithstanding Subsection (a), (b), or (c) or any other provision of law, the department shall permit payment to a licensed dentist for services provided under Sections 61.028(a)(4) and (6) if the dentist can provide those services within the scope of the dentist's license.

(h) Notwithstanding Subsection (a), (b), or (c), the department shall permit payment to a licensed podiatrist for services provided under Sections 61.028(a)(4) and (6), if the podiatrist can provide the services within the scope of the podiatrist's license.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, § 5.09(a), eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 14, § 15, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 76, § 8.120, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1377, § 1.04, eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 1128, §§ 1, 7 eff. Sept. 1, 2001.

#### **§ 61.007. Information Provided by Applicant**

The department by rule shall require each applicant to provide at least the following information:

- (1) the applicant's full name and address;
- (2) the applicant's social security number, if available;
- (3) the number of persons in the applicant's household, excluding persons receiving Temporary Assistance for Needy Families, Supplemental Security Income, or Medicaid benefits;
- (4) the applicant's county of residence;
- (5) the existence of insurance coverage or other hospital or health care benefits for which the applicant is eligible;

(6) any transfer of title to real property that the applicant has made in the preceding 24 months;

(7) the applicant's annual household income, excluding the income of any household member receiving Temporary Assistance for Needy Families, Supplemental Security Income, or Medicaid benefits; and

(8) the amount of the applicant's liquid assets and the equity value of the applicant's car and real property.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.04, eff. Sept. 1, 1999.

**§ 61.008. Eligibility Rules**

(a) The department by rule shall provide that in determining eligibility:

(1) a county may not consider the value of the applicant's homestead;

(2) a county must consider the equity value of a car that is in excess of the amount exempted under department guidelines as a resource;

(3) a county must subtract the work-related and child care expense allowance allowed under department guidelines;

(4) a county must consider as a resource real property other than a homestead and, except as provided by Subsection (b), must count that property in determining eligibility; and

(5) if an applicant transferred title to real property for less than market value to become eligible for assistance under this chapter, the county may not credit toward eligibility for state assistance an expenditure for that applicant made during a two-year period beginning on the date on which the property is transferred.

(b) A county may disregard the applicant's real property if the applicant agrees to an enforceable obligation to reimburse the county for all or part of the benefits received under this chapter. The county and the applicant may negotiate the terms of the obligation.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.009. Reporting Requirements**

(a) The department shall establish uniform reporting requirements for governmental entities that own, operate, or lease public hospitals providing assistance under this chapter and for counties.

(b) The reports must include information relating to:

(1) expenditures for and nature of hospital and health care provided to eligible residents;

(2) eligibility standards and procedures established by counties and governmental entities that own, operate, or lease public hospitals; and



(3) relevant characteristics of eligible residents.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 8.121, eff. Sept. 1, 1995.

**§ 61.010. Dedicated Tax Revenues**

If the governing body of a governmental entity adopts a property tax rate that exceeds the rate calculated under Section 26.04, Tax Code, by more than eight percent, and if a portion of the tax rate was designated to provide revenue for indigent health care services required by this chapter, the revenue produced by the portion of the tax rate designated for that purpose may be spent only to provide indigent health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.011. Services by State Hospital or Clinic**

A state hospital or clinic shall be entitled to payment for services rendered to an eligible resident under the provisions of this chapter applicable to other providers. The department may adopt rules as necessary to implement this section.

Added by Acts 1999, 76th Leg., ch. 1377, § 1.05, eff. Sept. 1, 1999.

**SUBCHAPTER B. COUNTY RESPONSIBILITY FOR PERSONS NOT RESIDING  
IN AN AREA SERVED BY A PUBLIC HOSPITAL OR HOSPITAL DISTRICT**

**§ 61.021. Application of Subchapter**

This subchapter applies to health care services and assistance provided to a person who does not reside in the service area of a public hospital or hospital district.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.022. County Obligation**

(a) A county shall provide health care assistance as prescribed by this subchapter to each of its eligible county residents.

(b) The county is the payor of last resort and shall provide assistance only if other adequate public or private sources of payment are not available.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.0221. Authority Relating to Other Assistance Programs**

This subchapter does not affect the authority of the commissioners court of a county to provide eligibility standards or other requirements relating to assistance programs or services that are not covered by this subchapter.

Added by Acts 1999, 76th Leg., ch. 62, § 13.11(g), eff. Sept. 1, 1999.

**§ 61.023. General Eligibility Provisions**

(a) A person is eligible for assistance under this subchapter if:

- (1) the person does not reside in the service area of a public hospital or hospital district;
- (2) the person meets the basic income and resources requirements established by the department under Sections 61.006 and 61.008 and in effect when the assistance is requested; and
- (3) no other adequate source of payment exists.

(b) A county may use a less restrictive standard of eligibility for residents than prescribed by Subsection (a). A county may credit toward eligibility for state assistance under this subchapter the services provided to each person who is an eligible resident under a standard that incorporates a net income eligibility level that is less than 50 percent of the federal poverty level based on the federal Office of Management and Budget poverty index.

(c) A county may contract with the department to perform eligibility determination services.

(d) Not later than the beginning of a state fiscal year, the county shall adopt the eligibility standards it will use during that fiscal year and shall make a reasonable effort to notify the public of the standards. The county may change the eligibility standards to make them more or less restrictive than the preceding standards, but the standards may not be more restrictive than the standards established by the department under Section 61.006.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, § 5.10(a), eff. Sept. 1, 1989; Acts 1999, 76th Leg., ch. 1377, § 1.06, eff. Sept. 1, 1999.

**§ 61.024. County Application Procedure**

(a) A county shall adopt an application procedure.

(b) The county may use the application, documentation, and verification procedures established by the department under Sections 61.006 and 61.007 or may use a less restrictive application, documentation, or verification procedure.

(c) Not later than the beginning of a state fiscal year, the county shall specify the procedure it will use during that fiscal year to verify eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the application procedure.

(d) The county shall furnish an applicant with written application forms.

(e) On request of an applicant, the county shall assist the applicant in filling out forms and completing the application process. The county shall inform an applicant of the availability of assistance.

(f) The county shall require an applicant to sign a written statement in which the applicant swears to the truth of the information supplied.

(g) The county shall explain to the applicant that if the application is approved, the applicant must report to the county any change in income or resources that might affect the applicant's eligibility. The report must be made not later than the 14th day after the date on which the change occurs. The county shall explain the possible penalties for failure to report a change.

(h) The county shall review each application and shall accept or deny the application not later than the 14th day after the date on which the county receives the completed application.

(i) The county shall provide a procedure for reviewing applications and for allowing an applicant to appeal a denial of assistance.

(j) The county shall provide an applicant written notification of the county's decision. If the county denies assistance, the written notification shall include the reason for the denial and an explanation of the procedure for appealing the denial.

(k) The county shall maintain the records relating to an application at least until the end of the third complete state fiscal year following the date on which the application is submitted.

(l) If an applicant is denied assistance, the applicant may resubmit an application at any time circumstances justify a redetermination of eligibility.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.025. County Agreement With Municipality**

(a) This section applies to a municipality that has a population of less than 15,000, that owns, operates, or leases a hospital, and that has made a transfer agreement before August 31, 1989, by the adoption of an ordinance, resolution, or order by the commissioners court and the governing body of the municipality.

(b) The transfer agreement may transfer partial responsibility to the county under which the municipal hospital continues to provide health care services to eligible residents of the municipality, but the county agrees to assume the hospital's responsibility to reimburse other providers who provide:

(1) mandatory inpatient or outpatient services to eligible residents that the municipal hospital cannot provide; or

(2) emergency services to eligible residents.

(c) The hospital is a public hospital for the purposes of this chapter, but it does not have a responsibility to provide reimbursement for services it cannot provide or for emergency services provided in another facility.

(d) Expenditures made by the county under Subsection (b) may be credited toward eligibility for state assistance under this subchapter if the person who received the health care services meets the eligibility standards established under Section 61.052 and would have been eligible for assistance under the county program if the person had not resided in a public hospital's service area.

(e) The agreement to transfer partial responsibility to a county under this section must take effect on a September 1 that occurs not later than two years after the date on which the county and municipality agree to the transfer. A county and municipality may not revoke or amend an agreement made under this section, except that the county may revoke or amend the agreement if a hospital district is created after the effective date of the agreement and the boundaries of the district cover all or part of the county.

(f) The county, the hospital, and any other entity in the county that provides services under this chapter shall adopt coordinated application and eligibility verification procedures. In establishing the coordinated procedures, the county and other entities shall focus on facilitating the efficient and timely referral of residents to the proper entity in the county. In addition, the procedures must comply with the requirements of Sections 61.024 and 61.053. Expenditures made by a county in establishing the coordinated procedures prescribed by this section may not be credited toward eligibility for state assistance under this subchapter.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1997, 75th Leg., ch. 1103, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1377, § 1.07, eff. Sept. 1, 1999.

**§ 61.026. Review of Eligibility**

A county shall review at least once every six months the eligibility of a resident for whom an application for assistance has been granted and who has received assistance under this chapter.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.027. Change in Eligibility Status**

(a) An eligible resident must report any change in income or resources that might affect the resident's eligibility. The report must be made not later than the 14th day after the date on which the change occurs.

(b) If an eligible resident fails to report a change in income or resources as prescribed by this section and the change has made the resident ineligible for assistance under the standards adopted by the county, the resident is liable for any benefits received while ineligible. This section does not affect a person's criminal liability under any relevant statute.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.028. Basic Health Care Services**

(a) A county shall, in accordance with department rules adopted under Section 61.006, provide the following basic health care services:

(1) primary and preventative services designed to meet the needs of the community, including:

(A) immunizations;

(B) medical screening services; and

(C) annual physical examinations;

(2) inpatient and outpatient hospital services;

(3) rural health clinics;

(4) laboratory and X-ray services;

(5) family planning services;

(6) physician services;

(7) payment for not more than three prescription drugs a month; and

(8) skilled nursing facility services, regardless of the patient's age.

(b) The county may provide additional health care services, but may not credit the assistance toward eligibility for state assistance, except as provided by Section 61.0285.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.08, eff. Sept. 1, 1999.

**§ 61.0285. Optional Health Care Services**

(a) In addition to basic health care services provided under Section 61.028, a county may, in accordance with department rules adopted under Section 61.006, provide other medically necessary services or supplies that the county determines to be cost-effective, including:

- (1) ambulatory surgical center services;
- (2) diabetic and colostomy medical supplies and equipment;
- (3) durable medical equipment;
- (4) home and community health care services;
- (5) services provided by licensed master medical social workers— advanced clinical practitioners;
- (6) psychological counseling services;
- (7) services provided by physician assistants, nurse practitioners, certified nurse midwives, clinical nurse specialists, and certified registered nurse anesthetists;
- (8) dental care;
- (9) vision care, including eyeglasses;
- (10) services provided by federally qualified health centers, as defined by 42 U.S.C. Section 1396d(l)(2)(B);
- (11) emergency medical services; and
- (12) any other appropriate health care service identified by board rule that may be determined to be cost-effective.

(b) A county must notify the department of the county's intent to provide services specified by Subsection (a). If the services are approved by the department under Section 61.006, or if the department fails to notify the county of the department's disapproval before the 31st day after the date the county notifies the department of its intent to provide the services, the county may credit the services toward eligibility for state assistance under this subchapter.

(c) A county may provide health care services that are not specified in Subsection (a), or may provide the services specified in Subsection (a) without actual or constructive approval of the department, but may not credit the services toward eligibility for state assistance.

Added by Acts 1999, 76th Leg., ch. 1377, § 1.09, eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 874, § 9, eff. Sept. 1, 2001.

**§ 61.029. Provision of Health Care Services**

(a) A county may arrange to provide health care services through a local health department, a publicly owned facility, or a contract with a private provider regardless of the provider's location, or through the purchase of insurance for eligible residents.

(b) The county may affiliate with other governmental entities or with a public hospital or hospital district to provide regional administration and delivery of health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.030. Mandated Provider**

A county may select one or more providers of health care services. The county may require eligible county residents to obtain care from a mandated provider except:

- (1) in an emergency;
- (2) when medically inappropriate; or
- (3) when care is not available.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.031. Notification of Provision of Nonemergency Services**

(a) A county may require any provider, including a mandated provider, to obtain approval from the county before providing nonemergency health care services to an eligible county resident.

(b) If the county does not require prior approval and a provider delivers or will deliver nonemergency health care services to a patient who the provider suspects may be eligible for assistance under this subchapter, the provider shall notify the patient's county of residence that health care services have been or will be provided to the patient. The notice shall be made:

- (1) by telephone not later than the 72nd hour after the provider determines the patient's county of residence; and
- (2) by mail postmarked not later than the fifth working day after the date on which the provider determines the patient's county of residence.

(c) If the provider knows that the patient's county of residence has selected a mandated provider or if, after contacting the patient's county of residence, that county requests that the patient be transferred to a mandated provider, the provider shall transfer the patient to the mandated provider unless it is medically inappropriate to do so.

(d) Not later than the 14th day after the date on which the patient's county of residence receives sufficient information to determine eligibility, the county shall determine if the patient is eligible for assistance from that county. If the county does not determine the patient's eligibility within that period, the patient is considered to be eligible. The county shall notify the provider of its decision.

(e) If a provider delivers nonemergency health care services to a patient who is eligible for assistance under this subchapter and fails to comply with this section, the provider is not eligible for payment for the services from the patient's county of residence.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.10, eff. Sept. 1, 1999.

**§ 61.032. Notification of Provision of Emergency Services**

(a) If a nonmandated provider delivers emergency services to a patient who the provider suspects might be eligible for assistance under this subchapter, the provider shall notify the patient's county of residence that emergency services have been or will be provided to the patient. The notice shall be made:

(1) by telephone not later than the 72nd hour after the provider determines the patient's county of residence; and

(2) by mail postmarked not later than the fifth working day after the date on which the provider determines the patient's county of residence.

(b) The provider shall attempt to determine the patient's county of residence when the patient first receives services.

(c) The provider, the patient, and the patient's family shall cooperate with the county of which the patient is presumed to be a resident in determining if the patient is an eligible resident of that county.

(d) Not later than the 14th day after the date on which the patient's county of residence receives notification and sufficient information to determine eligibility, the county shall determine if the patient is eligible for assistance from that county. If the county does not determine the patient's eligibility within that period, the patient is considered to be eligible. The county shall notify the provider of its decision.

(e) If the county and the provider disagree on the patient's residence or eligibility, the county or the provider may submit the matter to the department as provided by Section 61.004.

(f) If a provider delivers emergency services to a patient who is eligible for assistance under this subchapter and fails to comply with this section, the provider is not eligible for payment for the services from the patient's county of residence.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.11, eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 1128, § 2, eff. Sept. 1, 2001.

**§ 61.033. Payment for Services**

(a) To the extent prescribed by this chapter, a county is liable for health care services provided under this subchapter by any provider, including a public hospital or hospital district, to an eligible county resident. A county is not liable for payment for health care services provided:



(1) by any provider, including a public hospital or hospital district, to a resident of that county who resides in the service area of a public hospital or hospital district; or

(2) to an eligible resident of that county who does not reside within the service area of a public hospital or hospital district by a hospital having a Hill-Burton or state-mandated obligation to provide free services and considered to be in noncompliance with the requirements of the Hill-Burton or state-mandated obligation.

(b) To the extent prescribed by this chapter, if another source of payment does not adequately cover a health care service a county provides to an eligible county resident, the county shall pay for or provide the health care service for which other payment is not available.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.034. Payment Standards for Health Care Services**

(a) A county is not liable for the cost of a health care service provided under Section 61.028 or 61.0285 that is in excess of the payment standards for that service established by the department under Section 61.006.

(b) A county may contract with a provider of assistance to provide a health care service at a rate below the payment standard set by the department.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.12, eff. Sept. 1, 1999.

**§ 61.035. Limitation of County Liability**

The maximum county liability for each state fiscal year for health care services provided by all assistance providers, including a hospital and a skilled nursing facility, to each eligible county resident is:

(1) \$30,000; or

(2) the payment of 30 days of hospitalization or treatment in a skilled nursing facility, or both, or \$30,000, whichever occurs first, if the county provides hospital or skilled nursing facility services to the resident.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.036. Determination of Eligibility for Purposes of State Assistance**

(a) A county may not credit an expenditure made to assist an eligible county resident toward eligibility for state assistance under this subchapter unless the county complies with the department's application, documentation, and verification procedures.

(b) Except as provided by Section 61.023(b), a county may not credit an expenditure for an applicant toward eligibility for state assistance if the applicant does not meet the department's eligibility standards.

(c) Regardless of the application, documentation, and verification procedures or eligibility standards established by the department under Subchapter A, a county may credit an expenditure for an eligible resident toward eligibility for state assistance if the eligible resident received the health care services at a hospital maintained or operated by a state agency that has a contract with the county to provide health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, § 5.10(b), eff. Sept. 1, 1989; Acts 1999, 76th Leg., ch. 1377, § 1.13, eff. Sept. 1, 1999.

**§ 61.037. County Eligibility for State Assistance**

(a) The department may distribute funds as provided by this subchapter to eligible counties to assist the counties in providing health care services under Sections 61.028 and 61.0285 to their eligible county residents.

(b) Except as provided by Subsection (c), (d), (e), or (g), to be eligible for state assistance, a county must:

(1) spend in a state fiscal year at least eight percent of the county general revenue levy for that year to provide health care services described by Subsection (a) to its eligible county residents who qualify for assistance under Section 61.023; and

(2) notify the department, not later than the seventh day after the date on which the county reaches the expenditure level, that the county has spent at least six percent of the applicable county general revenue levy for that year to provide health care services described by Subsection (a) to its eligible county residents who qualify for assistance under Section 61.023.

(c) If a county and a health care provider signed a contract on or before January 1, 1985, under which the provider agrees to furnish a certain level of health care services to indigent persons, the value of services furnished in a state fiscal year under the contract is included as part of the computation of a county expenditure under this section if the value of services does not exceed the payment rate established by the department under Section 61.006.

(d) If a hospital district is located in part but not all of a county, that county's appraisal district shall determine the taxable value of the property located inside the county but outside the hospital district. In determining eligibility for state assistance, that county shall consider only the county general revenue levy resulting from the property located outside the hospital district. A county is eligible for state assistance if:

(1) the county spends in a state fiscal year at least eight percent of the county general revenue levy for that year resulting from the property located outside the hospital district to provide health care services described by Subsection (a) to its eligible county residents who qualify for assistance under Section 61.023; and

(2) the county complies with the other requirements of this subchapter.

(e) A county that provides health care services described by Subsection (a) to its eligible residents through a hospital established by a board of managers jointly appointed by a county and a municipality under Section 265.011 is eligible for state assistance if:

(1) the county spends in a state fiscal year at least eight percent of the county general revenue levy for the year to provide the health care services to its eligible county residents who qualify for assistance under Section 61.052; and

(2) the county complies with the requirements of this subchapter.

(f) If a county anticipates that it will reach the eight percent expenditure level, the county must notify the department as soon as possible before the anticipated date on which the county will reach the level.

(g) The department may waive the requirement that the county meet the minimum expenditure level imposed by Subsection (b), (d), or (e) and provide state assistance under this chapter at a lower level determined by the department if the county demonstrates, through an appropriate actuarial analysis, that the county is unable to satisfy the eight percent expenditure level:

(1) because, although the county's general revenue tax levy has increased significantly, expenditures for health care services described by Subsection (a) have not increased by the same percentage;

(2) because the county is at the maximum allowable ad valorem tax rate, has a small population, or has insufficient taxable property; or

(3) because of a similar reason.

(h) The department shall adopt rules governing the circumstances under which a waiver may be granted under Subsection (g) and the procedures to be used by a county to apply for the waiver. The procedures must provide that the department shall make a determination with respect to an application for a waiver not later than the 90th day after the date the application is submitted to the department in accordance with the procedures established by the department. To be eligible for state assistance under Subsection (g), a county must submit monthly financial reports, in the form required by the department, covering the 12-month period preceding the date on which the assistance is sought.

(i) The county must give the department all necessary information so that the department can determine if the county meets the requirements of Subsection (b), (d), (e), or (g).

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1997, 75th Leg., ch. 651, § 1, eff. June 11, 1997; Acts 1999, 76th Leg., ch. 272, § 1, eff. May 28, 1999; Acts 1999, 76th Leg., ch. 1377, § 1.14, eff. Sept. 1, 1999.

#### **§ 61.038. Distribution of Assistance Funds**

(a) If the department determines that a county is eligible for assistance, the department shall distribute funds appropriated to the department from the indigent health care assistance fund or any other available fund to the county to assist the county in providing health care services under Sections 61.028 and 61.0285 to its eligible county residents who qualify for assistance as described by Section 61.037.

(b) State funds provided under this section to a county must be equal to at least 90 percent of the actual payment for the health care services for the county's eligible residents during the remainder of the state fiscal year after the eight percent expenditure level is reached.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 272, § 2, eff. May 28, 1999; Acts 1999, 76th Leg., ch. 1377, § 1.14, eff. Sept. 1, 1999.

**§ 61.039. Failure to Provide State Assistance**

If the department fails to provide assistance to an eligible county as prescribed by Section 61.038, the county is not liable for payments for health care services provided to its eligible county residents after the county reaches the eight percent expenditure level.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.14, eff. Sept. 1, 1999.

**§ 61.0395. Limited to Appropriated Funds**

(a) The total amount of state assistance provided to counties under this chapter for a fiscal year may not exceed the amount appropriated for that purpose for that fiscal year.

(b) The department may adopt rules governing the distribution of state assistance under this chapter that establish a maximum annual allocation for each county eligible for assistance under this chapter in compliance with Subsection (a).

(c) The rules adopted under this section:

(1) may consider the relative populations of the service areas of eligible counties and other appropriate factors; and

(2) notwithstanding Subsection (b), may provide for, at the end of each state fiscal year, the reallocation of all money that is allocated to a county under Subsection (b) but that the county is not eligible to receive and the distribution of that money to other eligible counties.

Added by Acts 1999, 76th Leg., ch. 1377, § 1.15, eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 1128, § 3, eff. Sept. 1, 2001.

**§ 61.040. Tax Information**

The comptroller shall give the department information relating to:

(1) the taxable value of property taxable by each county and each county's applicable general revenue tax levy for the relevant period; and

(2) the amount of sales and use tax revenue received by each county for the relevant period.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., 2nd C.S., ch. 6, § 64, eff. Sept. 1, 1991.

**§ 61.041. County Reporting**

(a) The department shall establish monthly reporting requirements for a county seeking state assistance and establish procedures necessary to determine if the county is eligible for state assistance.

(b) The department shall establish requirements relating to:

(1) documentation required to verify the eligibility of residents to whom the county provides assistance; and

(2) county expenditures for health care services under Sections 61.028 and 61.0285.

(c) The department may audit county records to determine if the county is eligible for state assistance.

(d) The department shall establish annual reporting requirements for each county that is required to provide indigent health care under this chapter but that is not required to report under Subsection (a). A county satisfies the annual reporting requirement of this subsection if the county submits information to the department as required by law to obtain an annual distribution under the Agreement Regarding Disposition of Settlement Proceeds filed on July 24, 1998, in the United States District Court, Eastern District of Texas, in the case styled The State of Texas v. The American Tobacco Co., et al., No. 5-96CV-91.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.16, eff. Sept. 1, 1999.

**§ 61.042. Employment Services Program**

(a) A county may establish procedures consistent with those used by the Texas Department of Human Services under Chapter 31, Human Resources Code, for administering an employment services program and requiring an applicant or eligible resident to register for work with the Texas Employment Commission.

(b) The county shall notify all persons with pending applications and eligible residents of the employment service program requirements not less than 30 days before the program is established.

Added by Acts 1993, 73rd Leg., ch. 880, § 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, § 8.122, eff. Sept. 1, 1995.

**§ 61.043. Prevention and Detection of Fraud**

(a) The county shall adopt reasonable procedures for minimizing the opportunity for fraud, for establishing and maintaining methods for detecting and identifying situations in which a question of fraud may exist, and for administrative hearings to be conducted on disqualifying persons in cases where fraud appears to exist.

(b) Procedures established by a county for administrative hearings conducted under this section shall provide for appropriate due process, including procedures for appeals.

Added by Acts 1993, 73rd Leg., ch. 880, § 1, eff. Sept. 1, 1993.

**§ 61.044. Subrogation**

(a) The filing of an application for or receipt of services constitutes an assignment of the applicant's or recipient's right of recovery from:

- (1) personal insurance;
- (2) other sources; or
- (3) another person for personal injury caused by the other person's negligence or wrong.

(b) A person who applies for or receives services shall inform the county, at the time of application or at any time during eligibility, of any unsettled tort claim that may affect medical needs and of any private accident or sickness insurance coverage that is or may become available. An applicant or eligible resident shall inform the county of any injury that is caused by the act or failure to act of some other person. An applicant or eligible resident shall inform the county as required by this subsection within 10 days of the date the person learns of the person's insurance coverage, tort claim, or potential cause of action.

(c) A claim for damages for personal injury does not constitute grounds for denying or discontinuing services under this chapter.

(d) A separate and distinct cause of action in favor of the county is hereby created, and the county may, without written consent, take direct civil action in any court of competent jurisdiction. A suit brought under this section need not be ancillary to or dependent on any other action.

(e) The county's right of recovery is limited to the amount of the cost of services paid by the county. Other subrogation rights granted under this section are limited to the cost of the services provided.

(f) An applicant or eligible resident who knowingly and intentionally fails to disclose the information required by Subsection (b) commits a Class C misdemeanor.

(g) An applicant or eligible resident is subject to denial of services under this chapter following an administrative hearing.

Added by Acts 1993, 73rd Leg., ch. 880, § 1, eff. Sept. 1, 1993.

**SUBCHAPTER C. PERSONS WHO RESIDE IN AN AREA SERVED  
BY A PUBLIC HOSPITAL OR HOSPITAL DISTRICT**

**§ 61.051. Application of Subchapter**

(a) This subchapter applies to health care services and assistance provided to a person who resides in the service area of a public hospital or hospital district.

(b) For the purposes of this subchapter, a hospital is not considered to be a public hospital and is not responsible for providing care under this subchapter if the hospital:

(1) is owned, operated, or leased by a municipality with a population of less than 5,500;

(2) was leased before January 1, 1981, by a municipality that at the time of the lease did not have a legal obligation to provide indigent health care; or

(3) was established under Section 265.031.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 14, § 16, eff. Sept. 1, 1991.

**§ 61.052. General Eligibility Provisions**

(a) A public hospital or hospital district shall provide health care assistance to each eligible resident in its service area who meets:

(1) the basic income and resources requirements established by the department under Sections 61.006 and 61.008 and in effect when the assistance is requested; or

(2) a less restrictive income and resources standard adopted by the hospital or hospital district serving the area in which the person resides.

(b) If a public hospital used an income and resources standard during the operating year that ended before January 1, 1985, that was less restrictive than the income and resources requirements established by the department under Section 61.006, the hospital shall adopt that standard to determine eligibility under this subchapter.

(c) If a public hospital did not use an income and resources standard during the operating year that ended before January 1, 1985, but had a Hill-Burton obligation during part of that year, the hospital shall adopt the standard the hospital used to meet the Hill-Burton obligation to determine eligibility under this subchapter.

(d) A public hospital established after September 1, 1985, shall provide health care services to each resident who meets the income and resources requirements established by the department under Sections 61.006 and 61.008, or the hospital may adopt a less restrictive income and resources standard. The hospital may adopt a less restrictive income and resources standard at any time.

(e) If because of a change in the income and resources requirements established by the department under Sections 61.006 and 61.008 the standard adopted by a public hospital or hospital district becomes stricter than the requirements established by the department, the hospital or hospital district shall change its standard to at least comply with the requirements established by the department.

(f) A public hospital or hospital district may contract with the department to perform eligibility determination services.

(g) A county that provides health care services to its eligible residents through a hospital established by a board of managers jointly appointed by a county and a municipality under Section 265.011 and that establishes an income and resources standard in accordance with Subsection (a)(2) may credit the services provided to all persons who are eligible under that standard toward eligibility for state assistance as described by Section 61.037(e).

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.17, eff. Sept. 1, 1999.

**§ 61.053. Application Procedure**

(a) A public hospital or hospital district shall adopt an application procedure.

(b) Not later than the beginning of a public hospital's or hospital district's operating year, the hospital or district shall specify the procedure it will use during the operating year to determine eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the procedure.

(c) The public hospital or hospital district shall furnish an applicant with written application forms.

(d) On request of an applicant, the public hospital or hospital district shall assist an applicant in filling out forms and completing the application process. The hospital or district shall inform an applicant of the availability of assistance.

(e) The public hospital or hospital district shall require an applicant to sign a written statement in which the applicant swears to the truth of the information supplied.

(f) The public hospital or hospital district shall explain to the applicant that if the application is approved, the applicant must report to the hospital or district any change in income or resources that might affect the applicant's eligibility. The report must be made not later than the 14th day after the date on which the change occurs. The hospital or district shall explain the possible penalties for failure to report a change.

(g) The public hospital or hospital district shall review each application and shall accept or deny the application not later than the 14th day after the date on which the hospital or district receives the completed application.

(h) The public hospital or hospital district shall provide a procedure for reviewing applications and for allowing an applicant to appeal a denial of assistance.



(i) The public hospital or hospital district shall provide an applicant written notification of the hospital's or district's decision. If the hospital or district denies assistance, the written notification shall include the reason for the denial and an explanation of the procedure for appealing the denial.

(j) The public hospital or hospital district shall maintain the records relating to an application for at least three years after the date on which the application is submitted.

(k) If an applicant is denied assistance, the applicant may resubmit an application at any time circumstances justify a redetermination of eligibility.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.054. Basic Health Care Services Provided by a Public Hospital**

(a) Except as provided by Subsection (c), a public hospital shall endeavor to provide the basic health care services a county is required to provide under Section 61.028.

(b) If a public hospital provided additional health care services to eligible residents during the operating year that ended before January 1, 1985, the hospital shall continue to provide those services.

(c) A public hospital shall coordinate the delivery of basic health care services to eligible residents and may provide any basic health care services the hospital was not providing on January 1, 1999, but only to the extent the hospital is financially able to do so.

(d) A public hospital may provide health care services in addition to basic health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.18, eff. Sept. 1, 1999.

**§ 61.055. Basic Health Care Services Provided by Hospital Districts**

(a) Except as provided by Subsection (b), a hospital district shall endeavor to provide the basic health care services a county is required to provide under Section 61.028, together with any other services required under the Texas Constitution and the statute creating the district.

(b) A hospital district shall coordinate the delivery of basic health care services to eligible residents and may provide any basic health care services the district was not providing on January 1, 1999, but only to the extent the district is financially able to do so.

(c) This section may not be construed to discharge a hospital district from its obligation to provide the health care services required under the Texas Constitution and the statute creating the district.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.19, eff. Sept. 1, 1999.

**§ 61.056. Provision of Health Care Services**

(a) A public hospital or hospital district may arrange to provide health care services through a local health department, a publicly owned facility, or a contract with a private provider regardless of the provider's location, or through the purchase of insurance for eligible residents.

(b) The public hospital or hospital district may affiliate with other public hospitals or hospital districts or with a governmental entity to provide regional administration and delivery of health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.057. Mandated Provider**

A public hospital may select one or more providers of health care services. A public hospital may require eligible residents to obtain care from a mandated provider except:

- (1) in an emergency;
- (2) when medically inappropriate; or
- (3) when care is not available.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.058. Notification of Provision of Nonemergency Services**

(a) A public hospital may require any provider, including a mandated provider, to obtain approval from the hospital before providing nonemergency health care services to an eligible resident in the hospital's service area.

(b) If the public hospital does not require prior approval and a provider delivers or will deliver nonemergency health care services to a patient who the provider suspects might be eligible for assistance under this subchapter, the provider shall notify the hospital that health care services have been or will be provided to the patient. The notice shall be made:

- (1) by telephone not later than the 72nd hour after the provider determines that the patient resides in the hospital's service area; and
- (2) by mail postmarked not later than the fifth working day after the date on which the provider determines that the patient resides in the hospital's service area.

(c) If the provider knows that the public hospital serving the area in which the patient resides has selected a mandated provider or if, after contacting the hospital, the hospital requests that the patient be transferred to a mandated provider, the provider shall transfer the patient to the mandated provider unless it is medically inappropriate to do so.

(d) Not later than the 14th day after the date on which the public hospital receives sufficient information to determine eligibility, the hospital shall determine if the patient is eligible for assistance from the hospital. If the hospital does not determine the patient's eligibility within that period, the patient is considered to be eligible. The hospital shall notify the provider of its decision.

(e) If a provider delivers nonemergency health care services to a patient who is eligible for assistance under this subchapter and fails to comply with this section, the provider is not eligible for payment for the services from the public hospital serving the area in which the patient resides.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.20, eff. Sept. 1, 1999.

**§ 61.059. Notification of Provision of Emergency Services**

(a) If a nonmandated provider delivers emergency services to a patient who the provider suspects might be eligible for assistance under this subchapter, the provider shall notify the hospital that emergency services have been or will be provided to the patient. The notice shall be made:

(1) by telephone not later than the 72nd hour after the provider determines that the patient resides in the hospital's service area; and

(2) by mail postmarked not later than the fifth working day after the date on which the provider determines that the patient resides in the hospital's service area.

(b) The provider shall attempt to determine if the patient resides in a public hospital's service area when the patient first receives services.

(c) The provider, the patient, and the patient's family shall cooperate with the public hospital in determining if the patient is an eligible resident of the hospital's service area.

(d) Not later than the 14th day after the date on which the public hospital receives sufficient information to determine eligibility, the hospital shall determine if the patient is eligible for assistance from the hospital. If the hospital does not determine the patient's eligibility within that period, the patient is considered to be eligible. The hospital shall notify the provider of its decision.

(e) If the public hospital and the provider disagree on the patient's residence or eligibility, the hospital or the provider may submit the matter to the department as provided by Section 61.004.

(f) If a provider delivers emergency services to a patient who is eligible for assistance under this subchapter and fails to comply with this section, the provider is not eligible for payment for the services from the public hospital serving the area in which the patient resides.

(g) If emergency services are customarily available at a facility operated by a public hospital, that hospital is not liable for emergency services furnished to an eligible resident by another provider in the area the hospital has a legal obligation to serve.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.21, eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 1128, § 4, eff. Sept. 1, 2001.

**§ 61.060. Payment for Services**

(a) To the extent prescribed by this chapter, a public hospital is liable for health care services provided under this subchapter by any provider, including another public hospital, to an eligible resident in the hospital's service area. A public hospital is not liable for payment for health care services provided to:

(1) a person who does not reside in the hospital's service area; or

(2) an eligible resident of the hospital's service area by a hospital having a Hill-Burton or state-mandated obligation to provide free services and considered to be in noncompliance with the requirements of the Hill-Burton or state-mandated obligation.

(b) A hospital district is liable for health care services as provided by the Texas Constitution and the statute creating the district.

(c) A public hospital is the payor of last resort under this subchapter and is not liable for payment or assistance to an eligible resident in the hospital's service area if any other public or private source of payment is available.

(d) If another source of payment does not adequately cover a health care service a public hospital provides to an eligible resident of the hospital's service area, the hospital shall pay for or provide the health care service for which other payment is not available.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.061. Payment Rates and Limits**

The payment rates and limits prescribed by Sections 61.034 and 61.035 that relate to county services apply to inpatient and outpatient hospital services a public hospital is required to provide if:

(1) the hospital cannot provide the services or emergency services that are required; and

(2) the services are provided by an entity other than the hospital.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**§ 61.062. Responsibility of Governmental Entity**

A governmental entity that owns, operates, or leases a public hospital shall provide sufficient funding to the hospital to provide basic health care services.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1377, § 1.22, eff. Sept. 1, 1999.

**§ 61.063. Procedure to Change Eligibility Standards or Services Provided**

(a) A public hospital may not change its eligibility standards to make the standards more restrictive and may not reduce the health care services it offers unless it complies with the requirements of this section.

(b) Not later than the 90th day before the date on which a change would take effect, the public hospital must publish notice of the proposed change in a newspaper of general circulation in the hospital's service area and set a date for a public hearing on the change. The published notice must include the date, time, and place of the public meeting. The notice is in addition to the notice required by Chapter 551, Government Code.

(c) Not later than the 30th day before the date on which the change would take effect, the public hospital must conduct a public meeting to discuss the change. The meeting must be held at a convenient time in a convenient location in the hospital's service area. Members of the public may testify at the meeting.

(d) If, based on the public testimony and on other relevant information, the governing body of the hospital finds that the change would not have a detrimental effect on access to health care for the residents the hospital serves, the hospital may adopt the change. That finding must be formally adopted.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 5.95(82), eff. Sept. 1, 1995.

**§ 61.064. Transfer of a Public Hospital**

(a) A governmental entity that owns, operates, or leases a public hospital and that closes, sells, or leases the hospital:

- (1) has the obligation to provide basic health care services under this chapter;
- (2) shall adopt the eligibility standards that the hospital was or would have been required to adopt; and
- (3) shall provide the same services the hospital was or would have been required to provide under this chapter on the date of the closing, sale, or lease.

(b) If the governmental entity owned, operated, or leased the public hospital before January 1, 1985, and sold or leased the hospital on or after that date but before September 1, 1986, the obligation retained is the obligation the hospital would have had on September 1, 1986.

(c) Notwithstanding Subsections (a) and (b), if a hospital district that owns, operates, or leases a public hospital dissolves, the district has no responsibility under this chapter. If on or before dissolution the district sold or transferred its hospital to another governmental entity, that governmental entity assumes the district's responsibility to provide health care services in accordance with this subchapter. If the district did not sell or transfer the hospital to another governmental entity, the county shall provide health care services to the residents of the district's service area in accordance with Subchapter B.

Item # 19

#2004-20

REVISION AMENDMENTS CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
027 SECURITY	.00
090 DRUG FORFEITURE FUND	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS 

COUNTY AUDITOR \_\_\_\_\_

JOHN P. THOMPSON \_\_\_\_\_

COUNTY JUDGE \_\_\_\_\_

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
08/04/2004 08:44:01	REPORT OF GENERAL LEDGER AMENDMENTS							
2004 010-342-551	TRA PATROL REIMBUR	08/02/2004	2K4R20	118,633.79-	132,789.50-	RECORD CK FROM TRA;REIMB SH K	14,155.71-	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			14,155.71-	
2004 010-426-105	SALARIES	08/02/2004	2K4R20	73,763.05		MOVE FUNDS TO P/T SALARIES; K	5,400.00-	K
2004 010-426-108	SALARIES - PART/TT	08/02/2004	2K4R20	.00	5,400.00	MOVE FUNDS FROM SALARIES;JU K	5,400.00	K
	EXPENSE SUMMARY - CO CT @ LAW		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2004 010-553-315	OFFICE SUPPLIES	08/02/2004	2K4R20	1,170.78	1,395.78	MOVE FUNDS FROM TRAVEL;R.MY K	225.00	K
2004 010-553-427	TRAVEL/TRAINING	08/02/2004	2K4R20	1,125.00	900.00	MOVE FUNDS TO OFC SUPPLIES; K	225.00-	K
	SUMMARY - CONSTABLE, PCT#3		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2004 010-560-105	SALARIES	08/02/2004	2K4R20	1,301,388.67		RECORD CK TRA SHERIFFS DEPT K	11,808.92	K
2004 010-560-201	SOCIAL SECURITY	08/02/2004	2K4R20	106,208.54	107,111.92	RECORD CK FROM TRA;REIMB SH K	903.38	K
2004 010-560-203	RETIREMENT	08/02/2004	2K4R20	93,850.62		RECORD CK FROM TRA;REIMB SH K	812.45	K
2004 010-560-204	WORKERS COMPENSATI	08/02/2004	2K4R20	62,835.72	63,431.25	RECORD CK FROM TRA;REIMB SH K	595.53	K
2004 010-560-206	UNEMPLOYMENT INSUR	08/02/2004	2K4R20	4,368.64	4,404.07	RECORD CK FROM TRA;REIMB SH K	35.43	K
2004 010-560-422	RADIO/COMMUNICATIO	08/02/2004	2K4R20	10,904.32	9,904.32	MOVE FUNDS TO MOBIL PHONES; K	1,000.00-	K
2004 010-560-422	RADIO/COMMUNICATIO	08/02/2004	2K4R20	9,904.32	9,641.51	MOVE FUNDS TO DRUG FORF./SH K	262.81-	K
2004 010-560-423	MOBIL PHONES	08/02/2004	2K4R20	19,000.00	20,000.00	MOVE FUNDS FROM RADIO/COMMU K	1,000.00	K
	EXPENSE SUMMARY - SHERIFF DEPT		TOTAL AMENDMENTS	8	TOTAL CHANGES		13,892.30	
2004 010-645-315	OFFICE SUPPLIES	08/02/2004	2K4R20	2,600.00	2,700.00	MOVE FUNDS FROM COMPUTER SU K	100.00	K
2004 010-645-352	COMPUTER/SUPPLIES	08/02/2004	2K4R20	1,540.00	1,440.00	MOVE FUNDS TO OFC SUPPLIES; K	100.00-	K
	EXPENSE SUMMARY - SOCIAL SERV		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2004 010-700-090	TRANSFER TO DRUG F	08/02/2004	2K4R20	.00	262.81	MOVE FUNDS TO SHERIFF DRUG K	262.81	K
	TOTAL AMENDMENTS		1	TOTAL CHANGES			262.81	
2004 015-369-200	CULVERT/MATERIAL R	08/02/2004	2K4R20	74,006.07-	78,838.21-	RECORD CK CITY OF ONALASKA; K	4,832.14-	K
2004 015-369-300	CULVERT/MATERIAL R	08/02/2004	2K4R20	2,308.56-	3,213.27-	RECORD CK FROM MEZGER, GREE K	904.71-	K
2004 015-369-300	CULVERT/MATERIAL R	08/02/2004	2K4R20	3,213.27-	3,635.79-	RECORD CK QUANTUM GEOPHYSIC K	422.52-	K
	EXPENSE SUMMARY - ROAD & BRIDGE		TOTAL AMENDMENTS	3	TOTAL CHANGES		6,159.37-	
2004 015-613-000	PRECINCT #3-PERM R	08/02/2004	2K4R20	295,245.62	293,649.78	MOVE FUNDS TO P/T SALARIES/ K	1,595.84-	K
2004 015-613-108	SALARIES - PART TT	08/02/2004	2K4R20	30,165.78	31,601.21	MOVE FUNDS FROM CARRYOVER;P K	1,435.43	K
2004 015-613-201	SOCIAL SECURITY	08/02/2004	2K4R20	2,361.22	2,471.03	MOVE FUNDS FROM CARRYOVER;P K	109.81	K
2004 015-613-203	RETIREMENT	08/02/2004	2K4R20	657.62	708.22	MOVE FUNDS FROM CARRYOVER;P K	50.60	K
	PRECINCT#3-PERM RD EXP SUMMARY		TOTAL AMENDMENTS	4	TOTAL CHANGES		.00	
2004 015-622-100	PCT 2 BUDGET CARRY	08/03/2004	2K4R20	63,154.50	51,154.50	MOVE FUNDS TO CONSTRUCTION K	12,000.00-	K
2004 015-622-100	PCT 2 BUDGET CARRY	08/03/2004	2K4R20	51,154.50	46,154.50	MOVE FUNDS TO REPAIRS;PCT#2 K	5,000.00-	K
2004 015-622-337	MATERIAL/SUPPLIES	08/02/2004	2K4R20	24,239.89	29,072.03	RECORD CK CITY OF ONALASKA; K	4,832.14	K
2004 015-622-339	CONSTRUCTION CONTR	08/03/2004	2K4R20	154,766.72	166,766.72	MOVE FUNDS FROM CARRYOVER;P K	12,000.00	K
2004 015-622-456	PARTS & REPAIR	08/03/2004	2K4R20	60,000.00	65,000.00	MOVE FUNDS FROM CARRYOVER;P K	5,000.00	K
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	5	TOTAL CHANGES		4,832.14	
2004 015-623-338	CULVERTS	08/02/2004	2K4R20	5,000.00	5,904.71	RECORD CKS MEZGER, GREENWOOD K	904.71	K
2004 015-623-339	CONSTRUCTION CONTR	08/02/2004	2K4R20	49,994.27	50,416.79	RECORD CK QUANTUM GEOPHYSIC K	422.52	K
	PRECINCT #3 EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES		1,327.23	
2004 027-580-423	MOBIL PHONE/PAGERS	08/02/2004	2K4R20	150.00	275.00	MOVE FUNDS FROM SECURITY EX K	125.00	K
2004 027-580-495	SECURITY EXPENSES	08/02/2004	2K4R20	1,200.00	1,075.00	MOVE FUNDS TO MOBIL PHONES/ K	125.00-	K
	EXPENSE SUMMARY-SECURITY FUND		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2004 090-370-010	TRANSFER FROM GENE	08/02/2004	2K4R20	.00	262.81-	MOVE FUNDS FROM GENERAL FUN K	262.81-	K

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2004 090-560-498	SHERIFF'S ACCT-FED	08/04/2004	2K4R20	.00	262.81	CORRECT REVISION 2K4R20	NOT K
2004 090-560-499	SHERIFFS ACCT	08/02/2004	2K4R20	.00	262.81	MOVE FUNDS FROM 010-560-422	K
2004 090-560-499	SHERIFFS ACCT	08/04/2004	2K4R20	262.81	262.81-	CORRECT REVISION 2K4R20	S/B K
			TOTAL AMENDMENTS	3	TOTAL CHANGES	262.81	
			TOTAL AMENDMENTS	1	TOTAL CHANGES	262.81-	



*Item #20*

**VOL 50 PAGE 887**

*# 2004-20(A)*

ASSESSMENT CHANGES BY FUND

FUND	DESCRIPTION	INCREASE/DECREASE
010	GENERAL FUND	3,500.00-
011	HOTEL OCCUPANCY TAX FUND	500.00-
012	ENVIRONMENTAL SERVICES	2,750.00
040	DRUG FORFEITURE FUND	1,334.33

THE SPECIFIC LIST OF AMENDMENTS HAS REVIEWED AND APPROVED.

A. L. COOKERS \_\_\_\_\_  
 COUNTY AUDITOR \_\_\_\_\_  
 JOHN P. THOMPSON \_\_\_\_\_  
 COUNTY JUDGE \_\_\_\_\_

**VOL 50 PAGE 888**

08/11/2004	15:06.48	REPORT OF GENERAL LEDGER AMENDMENTS				08/11/2004	1
ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMEND NUMBER	OLD BUDGET AMOUNT	AMOUNT	DESCRIPTION	AMOUNT OF CHARGE
2004 010-425 450	USE OF JUSTICE	08/11/2004	284820	7,150.00	10,636.00		
	TOTAL AMENDMENTS		1	TOTAL CHANGES			3,486.00
2004 011-401-439	PRO-RATA HOTEL TAX	08/11/2004	284820	7,425.00	7,925.00		
	TOTAL AMENDMENTS		1	TOTAL CHANGES			500.00
2004 032-592 489	COURT REPORTERS	08/11/2004	284820	00	2,750.00		
	TOTAL AMENDMENTS		1	TOTAL CHANGES			2,750.00
2004 090 500 499	SHREVEPORTS ACCREDITED	08/11/2004	284820	262.81	1,597.14		
	TOTAL AMENDMENTS		1	TOTAL CHANGES			1,334.33
							1,334.33

AMOUNT OF CHARGE	DESCRIPTION	CLK
3,486.00	AMEND TO MATCH JERJ ALLEGORS K	
500.00	AMEND FOR CREDITED EXPENSES K	
2,750.00	AMEND FOR REMOVAL OF UNDERG K	
1,334.33	AMEND USE OF CASE FOR CRG K	

**VOL 50 PAGE 889**

Post-It® Fax Note		7671	Date	8-11-04	# of pages	4
To	Marcia		From	Kim		
Co./Dept.	Budget		Co.	Amendments		
Phone #			Phone #			
Fax #			Fax #			

*Budget Amendments  
# 2004-20(A)*

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	1,000.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

R. L. LOCKRINE

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE


**VOL 50 PAGE 890**

07/30/2004 13:52:53  
 ACCOUNT NUMBER ACCOUNT NAME DATE REPORT OF GENERAL LEASER AMENDMENTS  
 2004 010 890 405 EMPLOYEE PHYSICIAN 07/29/2004

AMOUNT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	GLL122 PAGE	L
2F4820	10,000.00	13,000.00	3,000.00	AMEND TO COMPLETE ST03 PER X		CLA
TOTAL AMENDMENTS	1	TOTAL CHANGES	3,000.00			X

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,254.37
015	ROAD & BRIDGE ADM	198.67
027	SECURITY	7.83
049	DISTRICT ATTY HOT CHECK FUND	234.42
051	AGING	13.96
088	JUDICIARY FUND	177.65
	TOTAL OF ALL FUNDS	5,886.90

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	703.85
061	DEBT SERVICE FUND	14,406.00
		-----
	TOTAL OF ALL FUNDS	15,109.85

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	26,823.59
015	ROAD & BRIDGE ADM	39,693.20
		-----
	TOTAL OF ALL FUNDS	66,516.79

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. H 44 2*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,635.25
088	JUDICIARY FUND	101,478.37
	TOTAL OF ALL FUNDS	103,113.62

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

JOHN P. THOMPSON


*John P. Thompson*

COUNTY JUDGE




FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	12,488.28
051	AGING	490.50
088	JUDICIARY FUND	25,761.87
		-----
	TOTAL OF ALL FUNDS	38,740.65

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

B. L. DOCKENS 

COUNTY AUDITOR \_\_\_\_\_

JOHN P. THOMPSON 

COUNTY JUDGE \_\_\_\_\_

VOL 50 PAGE 896

DATE 07/7 2004 09:59:57

VOUCHERS PAYABLE REGISTER

VC1100 PAGE 1

ALL RECORDS FROM 08/01/2004 TO 08/01/2004 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV #	VP DATE PA 99 PD	PO NO	AMOUNT	VOID
FIRST STATE BANK	2004 010-409-311	POSTAGE	GENERAL OPERATIONS	POSTAGE	07/29/04 N	10	594.06	ACH 4143
P.O. BOX 1277 LIVINGSTON TX 77351							594.06	
JACKSON, VIVIAN P. DBA J. J. VENTURE 619 W. NOBLITT LIVINGSTON TX 77351	2004 010-691-460	RENT	RENT JACKSON ELIX		AUGUST 07/29/04 N Y	11	1,000.00	187963
							1,000.00	
LUNA/DR RAYMOND 219 N. EASTWOOD LIVINGSTON TX 77351	2004 010-512-405	MEDICAL - DOCTORS/N	JAIL IMPACTE		REF#200 07/29/04 N Y	11	3,700.00	187964
							3,700.00	
MEDICAL REVENUE SERVICES P.O. BOX 805 LIVINGSTON TX 77351	2004 010-645-405	INDIGENT CONTRACT S	CONTRACT SERVICES		AUGUST 07/29/04 N Y	11	4,100.00	187965
							2,000.00	
							6,100.00	
FRITCHARD, GANNON H. DBA PRITCHARD PROPERTIES 604 W NOBLITT STREET LIVINGSTON TX 77351	2004 010-691-466	PARKING LOT LEASE	PARKING LOT LEASE		AUGUST 07/29/04 N Y	11	400.00	187966
							400.00	
RANDALL MEDICAL	2004 010-645-404	INDIGENT HEALTH CARE	INDIGENT CARE		AUGUST 07/29/04 N Y	11	2,000.00	187967
							2,000.00	
#1 MEDICAL CENTER BLVD. LUFKIN TX 75804	2004 010-691-466	PARKING LOT LEASE	PARKING LOT LEASE		AUGUST 07/29/04 N Y	11	150.00	187968
							150.00	
STORGIS CHADWICK, SEARS RETAILER 321 N. BEAUFY LIVINGSTON TX 77351	2004 010-691-460	RENT	RENT DOCKING BLVS		AUGUST 07/29/04 N Y	11	1,953.00	187969
							1,953.00	
512 W. CHURCH ST LIVINGSTON TX 77351							1,953.00	

TOTAL CHECKS TO BE WRITTEN

15,897.06

\* \* \*  
 594.06 +  
 1,000.00 +  
 3,700.00 +  
 6,100.00 +  
 400.00 +  
 2,000.00 +  
 150.00 +  
 1,953.00 +  
 15,897.06 +

007

008

VOID

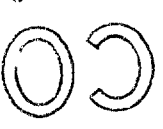
ACH 4143

90009

ERROR MADE ON VENDOR NUMBER FOR 1st STATE BANK SHOULD BE FOR CHECK NOT ACH 4143.

ALL CHECKS VOIDED AND VOID WAS REDONE.

Thank you  
Ann, 10/2/04



*ACH444*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	41,572.70
015	ROAD & BRIDGE ADM	10,998.50
027	SECURITY	400.37
049	DISTRICT ATTY HOT CHECK FUND	573.06
051	AGING	993.98
083	MUSEUM OPERATING FUND	82.52
101	ADULT SUPERVISION	8,318.66
185	CCAP - JUVENILE PROBATION	3,152.65
		-----
	TOTAL OF ALL FUNDS	66,092.44

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

*ACH 445*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	134,903.37
015	ROAD & BRIDGE ADM	39,321.29
027	SECURITY	1,552.65
049	DISTRICT ATTY HOT CHECK FUND	1,617.82
051	AGING	4,303.99
083	MUSEUM OPERATING FUND	345.53
101	ADULT SUPERVISION	25,417.55
185	CCAP - JUVENILE PROBATION	10,409.43
-----		
	TOTAL OF ALL FUNDS	217,871.63

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

B. L. DOCKENS *B. L. Dockens*  
COUNTY AUDITOR \_\_\_\_\_  
JOHN P. THOMPSON *John P. Thompson*  
COUNTY JUDGE \_\_\_\_\_

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	15,897.06
	-----
TOTAL OF ALL FUNDS	15,897.06

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

B. L. DOCKENS *B. L. Dockens*  
COUNTY AUDITOR  
JOHN P. THOMPSON *John P. Thompson*  
COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,907.74
015	ROAD & BRIDGE ADM	822.62
027	SECURITY	30.00
101	ADULT SUPERVISION	230.77
-----		
	TOTAL OF ALL FUNDS	3,991.13

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

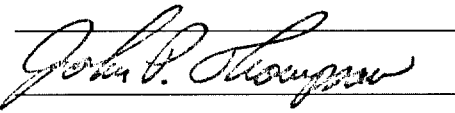
B. L. DOCKENS



COUNTY AUDITOR

---


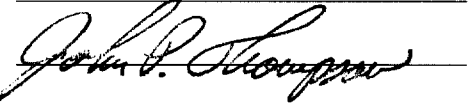
JOHN P. THOMPSON



COUNTY JUDGE


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	515.73
	-----
TOTAL OF ALL FUNDS	515.73

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	5,374.07
	-----
TOTAL OF ALL FUNDS	5,374.07

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

B. L. DOCKENS 

COUNTY AUDITOR \_\_\_\_\_

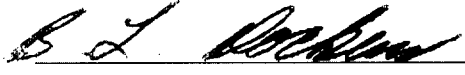
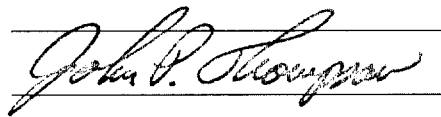
JOHN P. THOMPSON \_\_\_\_\_

COUNTY JUDGE 



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	77,589.92
015	ROAD & BRIDGE ADM	68,674.68
027	SECURITY	25.96
049	DISTRICT ATTY HOT CHECK FUND	66.91
051	AGING	5,181.32
061	DEBT SERVICE FUND	6,680.35
090	DRUG FORFEITURE FUND	450.00
094	COUNTY RECORDS MGMT FUND	7,427.28
TOTAL OF ALL FUNDS		166,096.42

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

B. L. DOCKENS   
COUNTY AUDITOR \_\_\_\_\_  
JOHN P. THOMPSON   
COUNTY JUDGE \_\_\_\_\_

COPY

**VOL 50 PAGE 904** Addendum Schedule of Bills for Court Dated AUG 10, 2004  
FY-04

CARRUTH MAINTENANCE INC	\$ 2,500.00	WASTE MANGT. (PENDING AMEND.)
HANSON HARDWARE	\$ 4.30	R&B#2
HOOT'S LOADER SERVICE	\$ 15,537.60	R&B#2
INDUSTRIAL CHEMICAL CLEANER	\$ 6,303.00	R&B#1
JP#1 RESTITUTION ACCOUNT	\$ 2.69	JP#1
LAKE LIVINGSTON TOURISM COUNCIL	\$ 500.00	COMM. CRT. (PENDING AMEND.)
LOCO FEED MILL, LLC	\$ 1,400.00	R&B#2
M & M AUTO SUPPLY	\$ 250.13	R&B#2
MICHAEL LEE SEPTIC SERVICE	\$ 250.00	WASTE MANGT. (PENDING AMEND.)
PINTO CONSTRUCTION, INC	\$ 79,463.48	R&B#2
SMITH/ BOBBY	\$ 172.08	R&B#2
STEPHEN/ DIANA, A-1 ADV.	\$ 286.89	R&B#1
THOMAS SUPPLY, INC	\$ 216.83	R&B#1
THOMAS SUPPLY, INC	\$ 68.25	R&B#3
THOMAS SUPPLY, INC	\$ 903.45	R&B#4
TOTAL	\$ 107,858.70	



*Handwritten:* #22

DATE: JULY 28 THROUGH AUGUST 10, 2004

COPY

NO.	NAME	TITLE	LOCATION	STATUS	RATE	CLASSIFICATION	DATE	AMOUNT	REMARKS
(1)	DEBORAH WHITTINGTON ALLEN	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR	1108	UNCCLASSIFIED			MERIT INCREASE TO (1109) (\$22,486.16)
(2)	MARIA TERESA ALVAREZ	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	FULL-TIME	1102	UNCCLASSIFIED			EFFECTIVE 08/11/2004 MERIT INCREASE TO (1103) (\$19,372.50)
(3)	LAVINA GAIL BULLOCK	TAX ASSESSOR/ COLLECTOR	902 - OFFICE MANAGER	REGULAR	1503	UNCCLASSIFIED			MERIT INCREASE TO (1504) (\$24,193.80) EFFECTIVE 08/11/2004
(4)	LESIE A. BURKS	TAX ASSESSOR/ COLLECTOR	104 - CHIEF DEPUTY CLERK	REGULAR	1604	UNCCLASSIFIED			MERIT INCREASE TO (1605) (\$26,053.86) EFFECTIVE 08/11/2004
(5)	MADELYN JOYCE CRISWELL	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	FULL-TIME	1108	UNCCLASSIFIED			MERIT INCREASE TO (1109) (\$22,486.16) EFFECTIVE 08/11/2004
(6)	DANA AUDETTE HARRIS	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR	1101	UNCCLASSIFIED			MERIT INCREASE TO (1102) (\$18,900.00) EFFECTIVE 08/11/2004
(7)	BECKY G. MARSH	TAX ASSESSOR/ COLLECTOR	104 - CHIEF DEPUTY CLERK	REGULAR	1602	UNCCLASSIFIED			MERIT INCREASE TO (1603) (\$24,798.44) EFFECTIVE 08/11/2004
(8)	CARLA J. MEADOWS	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR	1101	UNCCLASSIFIED			MERIT INCREASE TO (1102) (\$18,900.00) EFFECTIVE 08/11/2004
(9)	MELINDA K. MITCHAMORE	TAX ASSESSOR/ COLLECTOR	103 - SECRETARY II	REGULAR	1201	UNCCLASSIFIED			MERIT INCREASE TO (1202) (\$19,856.81) EFFECTIVE 08/11/2004
(10)	DANA FRANCES MURPHY	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR	1101	UNCCLASSIFIED			MERIT INCREASE TO (1102) (\$18,900.00) EFFECTIVE 08/11/2004
(11)	CATHY NETTLES	TAX ASSESSOR/ COLLECTOR	405 - LEGAL ASSISTANT/ABSTRACTOR	REGULAR	UNCLASSIFIED	UNCCLASSIFIED			MERIT INCREASE TO (UNCLASSIFIED) (\$28,418.00) EFFECTIVE 08/11/2004
(12)	DIANA LYNN OAKMAN	TAX ASSESSOR/ COLLECTOR	404 - DELINQUENT TAX SPECIALIST	REGULAR	UNCLASSIFIED	UNCCLASSIFIED			MERIT INCREASE TO (UNCLASSIFIED) (\$35,484.00) EFFECTIVE 08/11/2004
(13)	PENELOPE "PENNY" SMITH	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR	1104	UNCCLASSIFIED			MERIT INCREASE TO (1105) (\$20,353.23) EFFECTIVE 08/11/2004
(14)	TAMMIE SUPRENCY	TAX ASSESSOR/ COLLECTOR	105 - DEPUTY CLERK	REGULAR	1105	UNCCLASSIFIED			MERIT INCREASE TO (1106) (\$20,962.06) EFFECTIVE 08/11/2004
(15)	TERRI L. WEBB	TAX ASSESSOR/ COLLECTOR	902 - OFFICE MANAGER	REGULAR	1501	UNCCLASSIFIED			MERIT INCREASE TO (1502) (\$23,027.81) EFFECTIVE 08/11/2004
(16)	GINA ZIEGLER	TAX ASSESSOR/ COLLECTOR	405 - LEGAL ASSISTANT/ABSTRACTOR	REGULAR	UNCLASSIFIED	UNCCLASSIFIED			MERIT INCREASE TO (\$26,138.00) EFFECTIVE 08/11/2004
(17)	DENNY F. GALLAWAY	SHERIFF	1035 - DETECTIVE	REGULAR	2002	UNCCLASSIFIED			SEPARATION EFFECTIVE 07/28/2004
(18)	JIMMIE B. FARRAR	JAIL	1055 - CORRECTIONS OFFICER	REGULAR	1301	UNCCLASSIFIED			DECEASED EFFECTIVE 08/02/2004
(19)	CORY L. FRANKLIN	JAIL	1055 - CORRECTIONS OFFICER	REGULAR	1301	UNCCLASSIFIED			NEW HIRE EFFECTIVE 08/12/2004
(20)	TOMMIE F. BABINEAUX	SHERIFF	1043 - TELECOMMUNICATIONS OPERATOR	LABOR POOL	13(01)	UNCCLASSIFIED			RESIGNATION EFFECTIVE 08/09/2004

*Handwritten:* Additional

