

Monday, April 27, 1998, the Sabine County Commissioners' Court met in regular session. The following members were present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order at 8:30 a.m. and Bro. Clarence Howell led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the April 13 regular session of Court. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #4-Take Action on Trauma Funds

Judge Leath said that as he reported to the Court last meeting, the 911 fees collected on our phone bills no longer goes to the 911 addressing project. They now go to trauma centers. The only eligible recipient in this County is the ambulance service provider. The amount is \$1,800.00 and it has to come through the County to be dispersed. Judge Leath recommends that the money be dispersed to AMR only after proper invoicing and that it only be spent on public educational programs such as CPR classes.

Commissioner Clark moved to accept the \$1,800.00 in trauma funds from the State and to disperse them to AMR as set up by the law only after proper documentation. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Agenda item #5-Take Action on Request for MHMR Service Contribution

Judge Leath said that this is a budgeted item and it only needs to be approved to pay the money out.

Commissioner Dickerson moved to approve payment to MHMR the amount of money budgeted. Commissioner Clark seconded. All voted for. Motion carried. See attached copy.

Agenda item #6-Take Action on Tourism Funding Request

Loretta Sterle, President of the Chamber of Commerce, said that she had presented four proposals to the Tourism Committee at their last meeting. Three of the proposals were approved by the Committee. She said that she feels the other proposal needs a better hearing. The reasons for turning it down did not seem appropriate to her. The amount being asked for is \$2,318.30.

The request is for funds for a 42 tournament on the town square for the fourth of July. Mrs. Sterle said that this is a big thing in Texas. She has done more research on it. There are several 42 tournaments held around in the state of Texas. It is

something that the Chamber hopes will continue to grow and will be an annual event. Mrs. Sterle said that there are also plans for a bar-b-que cook-off and crafts on the square.

Leon Addicks, Gene Kochi and another gentleman spoke in favor of the 42 tournament.

Commissioner Will Smith said that he does not really want to go against the Tourism Committee. He said we depend on them to bring us information and he would like to hear from them.

Judge Leath said that the Commissioners' Court does not have to approve or disapprove everything the Tourism Committee approves or disapproves.

Commissioner Clark said that he is not in favor of having the event on July 4th. As Mr. Addicks said, his hotel is already booked for that holiday weekend.

Commissioner Lynn Smith said that this expenditure would probably be more wise than some that we have approved in the past and we are going to be more careful about approving expenditures. But, he said, he wonders if it would not be better to have this at another time.

Judge Leath called for a motion. No motion was received.

Mrs. Sterle presented the other three proposals.

1. Tourism Seminar, Longview, Tx. -\$304.76

Judge Leath moved to approve this expenditure. Commissioner Dickerson seconded. All voted for. Motion carried.

2. Seminar/Texas Festival and Events Workshop-\$207.00

Commissioner Will Smith moved to approve this expenditure. Commissioner Lynn Smith seconded. All voted for. Motion carried.

3. Fishing Tournament/Twin Islands Park-Booth-\$250.00

Judge Leath moved to approve this expenditure. Commissioner Dickerson seconded. All voted for. Motion carried.

Agenda item #3-Consider Closing Part of Winsboro Road Pct. #4

A petition to close a part of Winsboro Road was given to Commissioner Will Smith. Judge Leath said that we have to advertise before a public road can be closed.

Commissioner Will Smith moved to proceed with closing a portion of the Winsboro Road as prescribed by law. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copies.

Agenda item #7-Take Action on Juvenile Detention Funding

Judge Leath said the Juvenile Probation Board met last week and their annual budget funding is gone. Their year runs from September 1st through August. They are asking for an additional \$2,800.00 funding from Sabine County. This is the charge that we are charged when we send juveniles to detention. In the past our juveniles have mostly gone to Lufkin, but Angelina County keeps that facility full and now most of our juveniles go to Liberty. The Cost per day is approximately \$20.00 higher in Liberty. Judge Leath said that he is not ready to make a recommendation at this

Vol DD Pg 656

time. He said that the Cities are going to be asked to help though they are not required to. No action taken.

Court recessed at 9:40 a.m.

Court reconvened at 9:55 a.m.

Agenda item #2-Reports

Commissioner Lynn Smith moved to accept the reports from the County Clerk, County Treasurer and Tax Assessor/Collector. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #8-Pay Accounts and Salaries

Judge Leath reported to the Court that in early December the K-9 unit was involved in an accident. The deputy wrecked trying to miss a dump truck that was trying to pull another dump truck out of the ditch. Don's Auto fixed the unit but the other person's insurance has denied the claim. Don's Auto has not received payment yet. Judge Leath said that he has now filed a claim with our insurance company and they said that it is a valid claim. He said that we can pay the bill out of the Sheriff's budget and our insurance company will reimburse us. Then our insurance company will go after the other insurance company.

A bill from the Sheriff's department for \$215.40 from Sabine County Hospital for Charles Greer was questioned.

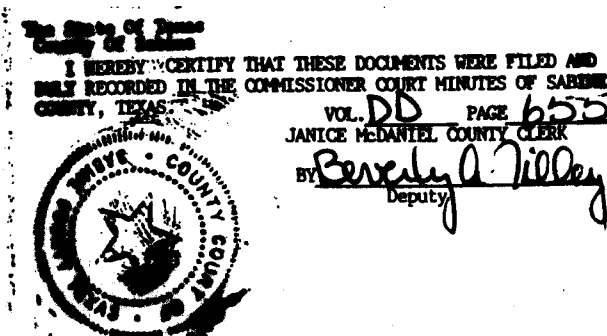
Commissioner Will Smith moved to pay the accounts and salaries except the \$215.40 to the hospital. It is to be investigated before payment. Commissioner Dickerson seconded. All voted for. Motion carried.

Commissioner Will Smith moved to adjourn. Commissioner Clark seconded. Meeting adjourned.

<u>Judge Leath</u>	COUNTY JUDGE
<u>Keith C. Clark</u>	COMMISSIONER PCT. #1
<u>Lynn Smith</u>	COMMISSIONER PCT. #2
<u>Dwayne Dickerson</u>	COMMISSIONER PCT. #3
<u>W.P. [Signature]</u>	COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK



TREASURER'S QUARTERLY REPORT
 JANUARY, FEBRUARY AND MARCH, 1998

FUND	BALANCE 12/31/97	RECEIPTS	DISBURSEMENTS	BALANCE 03/31/98
GENERAL	556,964.39	688,588.85	539,961.93	705,591.31
CJP	1,070.38	565.91	1,232.31	403.98
LEOCE	334.12	153.39	382.60	104.91
LEOA	176.30	80.21	201.80	54.71
LEMI	89.06	41.08	101.88	28.26
CVC	4,127.49	4,870.54	6,083.26	2,914.77
GR	427.18	195.44	490.39	132.23
ARREST FEES	3,302.24	2,297.97	4,064.08	1,536.13
JCPT	241.19	273.77	360.50	154.46
OCL	295.34	110.64	334.06	71.92
CR	166.50	30.00	178.50	18.00
BAT	150.00	120.00	150.00	120.00
CCC	1,123.09	3,559.66	2,765.22	1,917.53
FA	324.23	972.55	793.68	503.10
JCD	16.20	48.09	39.61	24.68
CLSI	209.50	285.00	304.50	190.00
TIME PAYMENT	88.16	651.92	631.84	108.24
COURTHOUSE SECURITY	6,237.20	1,639.55	-0-	7,876.75
RECORD MANAGEMENT	9,825.00	625.00	-0-	10,450.00
RECORD RETENTION	15,126.92	3,934.99	3,000.00	16,061.91
DEBT SERVICE	48,744.27	29,863.42	72,607.50	6,000.19
ANTICIPATION NOTES	224,181.10	2,775.23	-0-	226,956.33
HOTEL/MOTEL TAX	99,309.72	11,228.27	4,482.58	106,055.41
PR BOND GRANT III	3,760.68	4,045.00	4,670.66	3,135.02
COMMUNITY DEVELOPMENT PROGRAM (SEWER)	500.00	1,250.00	1,250.00	500.00
EDAP GRANT-WATER AND WASTEWATER BRONSON BROOKELAND AND TOLEDO BEND	287.62	3.56	-0-	291.18
ROAD & BRIDGE #1	68,772.89	60,722.23	38,415.70	91,079.42
ROAD & BRIDGE #2	120,569.43	64,429.39	114,127.34	70,871.48
ROAD & BRIDGE #3	57,141.62	62,353.75	39,614.50	79,880.87
ROAD & BRIDGE #4	31,604.59	69,690.25	78,279.46	23,015.38
ROAD & BRIDGE SPECIAL I	2,086.79	-0-	517.45	1,569.34
LITTER CONTROL	(781.99)	781.99	-0-	-0-

STATE OF TEXAS ¶

COUNTY OF SABINE ¶

I, OLLIE FAYE SPARKS, County Treasurer of said County, do solemnly swear that the above Quarterly Report is true and correct.

Ollie Faye Sparks
OLLIE FAYE SPARKS
SABINE COUNGY TREASURER

DD 659

A F F I D A V I T

We, the County Judge and County Commissioners of Sabine County, Texas, do hereby certify that Art. 1636 has been in all things complied within the April term, 1998 Commissioners Court and that we have counted the money held by the County Treasurer as reported to us by said Treasurers' Quarterly Report and that we find the following accounts in each fund to-wit:

GENERAL	705,591.31
CJP	403.98
LEOCE	104.91
LEOA	54.71
LEMI	28.26
CVC	2,914.77
GR	132.23
ARREST FEES	1,536.13
JCPT	154.46
OCL	71.92
CR	18.00
BAT	120.00
CCC	1,917.53
FA	503.10
JCD	24.68
CLSI	190.00
TIME PAYMENT	108.24
COURTHOUSE SECURITY	7,876.75
RECORD MANAGEMENT FEE	10,450.00
RECORD RETENTION	16,061.91
DEBT SERVICE	6,000.19
ANTICIPATION NOTES	226,956.33
HOTEL/MOTEL TAX	106,055.41
PR BOND GRANT III	3,135.02
COMMUNITY DEVELOPMENT PROGRAM (SEWER)	500.00
EDAP GRANT-WATER AND WASTEWATER BRONSON, BROOKELAND AND TOLEDO BEND	291.18
ROAD & BRIDGE #1	91,079.42
ROAD & BRIDGE #2	70,871.48
ROAD & BRIDGE #3	79,880.87
ROAD & BRIDGE #4	23,015.38
ROAD & BRIDGE SPECIAL I	1,569.34
LITTER CONTROL	-0-

Vol DD pg 660

Jack Leath

JACK LEATH
COUNTY JUDGE

Keith C. Clark

KEITH C. CLARK
COMMISSIONER, PRECINCT #1

Doyle Dickerson

DOYLE DICKERSON
COMMISSIONER, PRECINCT #3

Janice McDaniel

JANICE MCDANIEL
COUNTY CLERK

Lynn Smith

LYNN SMITH
COMMISSIONER, PRECINCT #2

W.P.

WILL SMITH, SR.
COMMISSIONER, PRECINCT #4

vol DD no 661

**SABINE COUNTY CLERK'S OFFICE
REPORT TO TREASURER FOR MONTH OF February, 1998**

RECORDING FEES.....	\$ 1611.00
COPY FEES.....	1037.60
FINANCE STATEMENTS.....	600.00
MARRIAGE LICENSE.....	150.00
PROBATE FEES.....	211.00
ASSUMED NAME.....	29.50
CIVIL FEES.....	0.00
BRANDS.....	0.00
APPLICATION FOR BEER LICENSE.....	0.00
CRIMINAL FEES.....	<u>10727.07</u>
subtotal	14366.17

RECORD RETENTION FEES.....	1295.00
COURTHOUSE SECURITY FEES.....	325.00
RECORDS MANAGEMENT FEES.....	198.00
LAW LIBRARY...02 cases at 10.00 each.....	20.00
ARREST FEES...18 cases at 5.00 each.....	90.00
COUNTY CLERK SURCHARGE. (birth cert.)12@ .20 ..	2.40
INTEREST.....	95.20
subtotal	16391.77

16391.57

STATE FEES.....	<u>1260.25</u>
TOTAL	17,652.02

DESCRIPTION OF STATE FEES

CLSI.....02 cases at 5.00 ea.....	10.00
BAT.....03 cases at 30.00 ea.....	90.00
BAT.....partial payments.....	0.00
JCPT.....16 cases at 1.00 ea.....	16.00
LEOSE AND LEMI.00 cases at 1.50 ea.....	0.00
LEOSE AND LEMI.13 cases at 2.50 ea.....	32.50
CJP.....13 cases at 10.00 ea.....	130.00
CVC.....18 cases at 35.00 ea.....	630.00
CVC.....00 cases at 15.00 ea.....	0.00
CVC.....partial payments.....	5.00
GR.....13 cases at 2.50 ea.....	32.50
LEOA.....12 cases at 1.00 ea.....	12.00
CSF.....13 cases at 2.00 ea.....	26.00
CR2.....02 cases at 25.00 ea.....	50.00
CR2.....partial payments.....	0.00
FA.....05 cases at 5.00 ea.....	25.00
CCC.....05 cases at 40.00 ea.....	200.00
JCD.....05 cases at .25 ea.....	1.25
TOTAL	1260.25

I, Janice McDaniel, County Clerk of Sabine County, Texas, do hereby certify that the above is a true and correct account of fees received in the office of the County Clerk of Sabine County for the month ending February, 1998.

Janice McDaniel
DATED February 10, 1998

Vol DD Pg 662

**SABINE COUNTY CLERK'S OFFICE
REPORT TO TREASURER FOR MONTH OF March, 1998**

RECORDING FEES.....	\$ 3655.00
COPY FEES.....	1426.25
FINANCE STATEMENTS.....	730.00
MARRIAGE LICENSE.....	50.00
PROBATE FEES.....	668.00
ASSUMED NAME.....	25.50
CIVIL FEES.....	0.00
BRANDS.....	0.00
APPLICATION FOR BEER LICENSE.....	0.00
CRIMINAL FEES.....	<u>5122.56</u>
subtotal	11677.31
RECORD RETENTION FEES.....	1760.00
COURTHOUSE SECURITY FEES.....	414.00
RECORDS MANAGEMENT FEES.....	90.00
LAW LIBRARY...10 cases at 10.00 each.....	100.00
ARREST FEES...07 cases at 5.00 each.....	35.00
COUNTY CLERK SURCHARGE. (birth cert.)29@ .20 ..	5.80
INTEREST.....	151.60
subtotal	14233.71 <i>14,082.11</i>
STATE FEES.....	<u>443.50</u>
TOTAL	14,677.21
DESCRIPTION OF STATE FEES	
CLSI.....10 cases at 5.00 ea.....	50.00
BAT.....01 cases at 30.00 ea.....	30.00
BAT.....partial payments.....	0.00
JCPT.....07 cases at 1.00 ea.....	7.00
LEOSE AND LEMI.00 cases at 1.50 ea.....	0.00
LEOSE AND LEMI.04 cases at 2.50 ea.....	10.00
CJP.....04 cases at 10.00 ea.....	40.00
CVC.....04 cases at 35.00 ea.....	140.00
CVC.....00 cases at 15.00 ea.....	0.00
CVC.....partial payments.....	5.00
GR.....04 cases at 2.50 ea.....	10.00
LEOA.....05 cases at 1.00 ea.....	5.00
CSF.....03 cases at 2.00 ea.....	6.00
CR2.....02 cases at 25.00 ea.....	50.00
CR2.....partial payments.....	0.00
FA.....02 cases at 5.00 ea.....	10.00
CCC.....02 cases at 40.00 ea.....	80.00
JCD.....02 cases at .25 ea.....	.50
TOTAL	443.50

I, Janice McDaniel, County Clerk of Sabine County, Texas, do hereby certify that the above is a true and correct account of fees received in the office of the County Clerk of Sabine County for the month ending March, 1998.

Janice McDaniel
DATED February 16, 1998

WD DD #663

FINANCIAL REPORT

APRIL 24, 1998

FUND	BALANCE 03/20/98	RECEIPTS	DISBURSEMENT	BALANCE 04/24/98
ROAD & BRIDGE #1	91,301.77	31,314.25	14,807.93	107,808.09
ROAD & BRIDGE #2	77,478.37	32,498.85	21,795.83	88,181.39
ROAD & BRIDGE #3	79,595.42	32,195.56	12,672.02	99,118.96
ROAD & BRIDGE #4	36,159.93	55,785.41	27,759.40	64,185.94
ROAD & BRIDGE SPECIAL I	1,579.24	-0-	209.33	1,369.91
BALANCE AS OF 04/24/98				360,664.29

Vol DD Pg 664

FINANCIAL REPORT

APRIL 24, 1998

FUND	BALANCE 03/20/98	RECEIPTS	DISBURSEMENTS	BALANCE 04/24/98
GENERAL	785,257.75	102,803.86	178,202.62	709,858.99
CRIMINAL JUSTICE PLANNING	300.01	340.00	26.03	613.98
LAW ENFORCEMENT OFFICERS ADMINISTRATIVE	45.92	41.00	3.21	83.71
LAW ENFORCEMENT OFFICERS CONTINUING EDUCATION	85.12	76.00	6.21	154.91
LAW ENFORCEMENT MANAGE- MENT INSTITUTE	23.41	20.50	1.65	42.26
COMPENSATION TO VICTIMS OF CRIME	2,457.65	2,262.57	177.88	4,542.34
GENERAL REVENUE	107.50	95.00	7.77	194.73
ARREST FEES	1,446.13	1,303.76	-0-	2,749.89
JUDICIAL AND COURT PERSONNEL TRAINING	147.29	115.85	8.83	254.31
OPERATOR'S AND CHAUFFEUR'S LICENSE	71.92	-0-	-0-	71.92
COMPREHENSIVE REHABILITATION	18.50	-0-	.50	18.00
BREATH ALCOHOL TESTING	30.00	120.00	-0-	150.00
RECORD MANAGEMENT FEE	10,252.00	383.00	-0-	10,635.00
COURTHOUSE SECURITY FEE	7,551.75	1,015.52	-0-	8,567.27
CONSOLIDATED COURT COST	1,826.23	1,450.20	108.70	3,167.73
FUGITIVE APPREHENSION	506.69	379.18	28.59	857.28
JUVENILE CRIME AND DELINQUENCY	24.86	18.92	1.43	42.35
CIVIL LEGAL SERVICES INDIGENT	186.00	155.00	341.00	-0-
TIME PAYMENT	336.83	335.49	228.59	443.73
BALANCE AS OF 04/24/98				742,448.40

DD 665

FINANCIAL REPORT

APRIL 24, 1998

FUND	BALANCE 03/20/98	RECEIPTS	DISBURSEMENTS	BALANC 04/24/9
DEBT SERVICE	5,967.25	32.94	-0-	6,000.19
ANTICIPATION NOTES	225,996.62	959.71	-0-	226,956.33
RECORD RETENTIONS	15,700.20	3,121.71	2,177.15	16,644.76
COMMUNITY DEVELOPMENT PROGRAM GRANT THOMAS JOHNSON SEWER	500.00	-0-	-0-	500.00
HOTEL/MOTEL TAX	105,123.41	15,718.51	-0-	120,841.92
ECONOMICALLY DISTRESSED AREA PROGRAM-TEXAS WATER DEVELOPMENT BOARD GRANT	289.95	1.23	-0-	291.18
PR BOND PROGRAM GRANT III-SALARIES	3,630.07	-0-	1,138.19	2,491.88

Vol DD Pg 666

FEEES COLLECTED IN MARCH, 1998

THOMAS J. HAMILTON, JUSTICE OF THE PEACE PRECINCT 1, PLACE 1	\$ 1,230.48
DANIEL FEATHERSTON, JUSTICE OF THE PEACE PRECINCT 2, PLACE 1	2,546.00
TANYA WALKER, DISTRICT CLERK	3,066.00
JANICE MCDANIEL, COUNTY CLERK	14,368.57
TOTAL	\$21,211.05

vol DD pg 667

**TAMMY REEVES, RTA
TAX ASSESSOR/COLLECTOR
P.O. DRAWER 310
HEMPHILL, TX. 75948
(409)787-2257 Fax (409)787-4753
Pineland Substation (409)584-3909**

**SABINE COUNTY TAX OFFICE MONTHLY REPORT OF
SABINE COUNTY TAX COLLECTIONS**

March '98

	Monthly	Year-to-Date	Balance Due
1997 COLLECTIONS:			
County Tax Levy		\$1,107,003.11	125,909.20
+ Supplements	235.61	9,760.32	126,144.81
- Adjustments	(311.14)	(14,659.12)	125,833.67
Early Pmt. Disc.		(17,788.80)	
Current Del.	(17,399.89)	(17,399.89)	108,433.78
Penalty & Interest	1,401.36	2,546.35	109,835.14
15% Additional Penalty			
Collections		(960,136.50)	
Refunds	33.44	543.11	109,868.58
		Percentage of 1997 taxes collected: 90.03%	
DELINQUENT COLLECTIONS:			
Balance Due		206,148.98	182,251.46
+ Supplements	145.23	279.25	182,396.69
- Adjustments	(167.86)	(1,454.48)	182,228.83
Refunds		135.75	
Del. Collections	(5,165.72)	(28,046.39)	177,063.11
Penalty & Interest	2,013.41	11,154.18	
15% Additional Penalty	1,076.85	5,875.93	

Note: All year-to-date totals are cumulative from October 1, 1997. The beginning balance of delinquents is base tax only. It does not reflect penalty & interest, therefore, the ending balance is base tax only.

I hereby certify with my official seal of office that the above figures are true and correct records of collections and adjustments through the Sabine County Tax Office.

Tammy Reeves
Tammy Reeves, Sabine County Tax A/C

April 2, 1998
Date

vol DD pg 668

**TAMMY REEVES, RTA
TAX ASSESSOR/COLLECTOR
P.O. DRAWER 310
HEMPHILL, TX. 75948
(409)787-2257 Fax (409)787-4753
Pineland Substation (409)584-3909**

**SABINE COUNTY TAX OFFICE MONTHLY REPORT OF
SABINE COUNTY STATE COLLECTIONS**

March '98

	Monthly	Year-to-Date	Balance Due
BALANCE DUE		\$1,221.31	1,202.50
+ Supplements			
-Adjustments			
Collections			1,202.50
Penalty & Interest			
15% Additional Penalty			

Note: All year-to-date totals are cumulative from October 1, 1997. The beginning balance of delinquents is base tax only. It does not reflect penalty & interest, therefore, the ending balance is base tax only.

I hereby certify with my official seal of office that the above figures are true and correct records of collections and adjustments through the Sabine County Tax Office.

Tammy Reeves
Tammy Reeves, Sabine County Tax A/C

April 2, 1998

Date

vol DD pg 669

**TAMMY REEVES, RTA
SABINE COUNTY TAX A/C
P O BOX 310
HEMPHILL, TX. 75948
(409)787-2257 Fax (409)787-4753
PINELAND SUBSTATION (409)584-3909**

Monthly Report of Fees Collected by Tammy Reeves, Tax Assessor & Collector for Sabine County, Sabine County Hospital District, City of Pineland, Hemphill ISD and West Sabine ISD.

March '98

	RECEIPTS	DISBURSEMENTS TO COUNTY	DISBURSEMENTS TO OTHER AGENCY
COUNTY FEES:			
Ad Valorem.....	17,399.89	17,366.79	33.10
Del. Ad Valorem.....	5,165.72	5,165.72	-0-
Ad Valorem P & I.....	3,090.26	2,013.41	1,076.85
Hospital.....	5,102.21	50.89	5,051.32
Del. Hospital.....	1,595.41	15.96	1,579.45
Hospital P&I.....	946.23	6.15	940.08
Hemphill ISD.....	40,717.61	406.81	40,310.80
Del. Hemphill.....	14,493.04	144.33	14,288.71
Hemphill P & I.....	8,420.02	54.40	8,365.62
Pineland City.....	326.46	-0-	326.46
Del. Pineland City.....	53.70	-0-	53.70
Pineland City P & I.....	61.25	-0-	61.25
West Sabine ISD.....	1,921.48	-0-	1,921.48
Del. West Sabine.....	2,554.15	-0-	2,554.15
West Sabine P & I.....	1,418.22	-0-	1,418.22
Hemphill CED.....	583.76	5.84	577.92
Hemphill CED P&I.....	609.11	4.53	604.58
West Sabine CED.....	-0-	-0-	-0-
West Sabine CED P&I.....	-0-	-0-	-0-
Tax Certificates.....	120.00	60.00	60.00
Copies.....	2.50	2.50	-0-
NSF Fees.....	100.00	100.00	-0-
County Alcohol.....	32.00	32.00	-0-
County Other.....	312.65	28.73	283.92
Fax & Phone.....	-0-	-0-	-0-
Boat & Motor Reg.....	2,265.00	226.50	2,038.50
County Interest.....	319.99	319.99	-0-
TOTALS:	113,550.66	26,004.55	87,546.11
DEALER TAXES:			
Special Dealer Inv.....	427.69	-0-	-0-
Dealer Interest.....	2.30	-0-	-0-
TOTALS:	429.99	-0-	-0-
SALES TAX FEES:			
Boat & Mtr. Sales Tax...	6,393.27	310.29	6,082.98
Motor Veh. Sales Tax...	33,972.32	-0-	33,972.32
TOTALS:	40,365.59	310.29	40,055.30
STATE FEES:			
Registration.....	79,614.78	52,868.38	492.10
Road & Bridge.....	11,060.00	8,526.30	263.70
Title Applications.....	1,625.00	625.00	1000.00
Young Farmers.....	370.00	-0-	370.00
State Alcohol.....	101.00	3.00	98.00
State Interest.....	60.62	60.62	-0-
TOTALS:	92,831.40	62,083.30	2223.80
COMPLETE TOTALS:	247,177.64	88,398.14	129,825.21

Burke Center

4101 South Medford Drive, Lufkin, Texas 75901-5699
Phone 409-639-1141 Fax 409-634-8601

April 9, 1998

The Honorable Jack Leath
County Judge, Sabine County
P.O. Box 716
Hemphill, Texas 75948

Dear Judge Leath:

Our records indicate that we have not yet received your county's annual contribution to sponsor local MHMR services. Our Center is now in the second half of its fiscal year which ends August 31, 1998. Therefore, receipt of your pledge in the amount of \$2,838.00 is becoming increasingly important. If your total pledge cannot be paid at this time, a schedule for payment between now and August 31st would be appreciated very much.

Thank you for your cooperation and assistance in this matter.

Sincerely,



Susan Rushing
Chief Executive Officer

SR:cm

cc: Joe Fomby, Member
Board of Trustees

Approved
4-27-98

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ALGR) ALTA ELIZABETH GREER							
38	04-22-98	PETIT JURY DUTY	6530.4260	ONE DAY		-2	6.00
Total							\$6.00
(ANHO) ANDERSON - HORN'S							
93	04-10-98	AGITATOR ASSEMBLY	6450.5600	5784		-14	87.17
94	04-10-98	TECHNICAL SERVICE	6450.5600	5784		-14	42.00
Total							\$129.17
(ANMC) ANGELA KAY MCELROY							
20	04-15-98	PETIT JURY DUTY	6530.4260	ONE DAY		-9	6.00
Total							\$6.00
(ATNT) AT&T							
68	04-10-98	TELEPHONE BILL	6420.5600	787-2266		-14	17.52
Total							\$17.52
(BROK) BROOKSHIRE BROTHERS, INC.							
13	03-10-98	KITCHEN BAGS	6310.4030	793277		-44	1.77
18	03-30-98	FILM	6614.4090	780811		-24	4.99
107	04-01-98	PRISONERS BOARD	6542.5600	780819		-23	35.30
108	04-03-98	BREAD, MILK, FILING	6542.5600	780832		-21	19.48
109	04-03-98	OVEN CLEANER	6313.5600	780832		-21	3.99
110	04-04-98	BAKED BEANS, EGGS	6542.5600	780834		-20	9.34
111	04-06-98	MILK, SYRUP, BREAD	6542.5600	780838		-18	23.26
112	04-09-98	D-CON READY MIX	6313.5600	781802		-15	15.55
113	04-09-98	PRISONERS BOARD	6542.5600	781802		-15	19.55
Total							\$133.23
(CATH) CARL THOMAS							
37	04-22-98	PETIT JURY DUTY	6530.4260	ONE DAY		-2	6.00
Total							\$6.00
(CCLI) CAPITAL CITY LEASING, INC.							
44	04-23-98	PAYMENT R29 OF 60	6502.4500	M511AD		-1	661.83
51	04-23-98	PAYMENT R29 OF 60	6502.4550	M511AD		-1	397.10
53	04-23-98	PAYMENT R29 OF 60	6502.4570	M511AD		-1	397.10
80	04-24-98	PAYMENT R29 OF 60	6502.5600	M511AD		0	1,191.30

Vol DD Pg 672

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 2

Entry	Date	Description	Account R	Document	Stat	Due	Amount
CAPITAL CITY LEASING, INC. (CONTINUED)							
Total							----- \$2,647.33
(CHCO)							
19	04-15-98	LESLIE CURE	LAVERNE LUSK, CHEROKEE CO CLERK 6535.4260	R21,109		-9	238.00
Total							----- \$238.00
(CHEM)							
90	04-13-98	CASE M TORK STD 2PLY	CHEM-SERV, INC. 6313.5600	011700		-11	59.00
91	04-13-98	FREIGHT	6313.5600	011700		-11	4.90
Total							----- \$63.90
(COKI)							
42	04-22-98	PETIT JURY DUTY	KITTY L. COATES 6530.4260	COKI		-2	6.00
Total							----- \$6.00
(COLL)							
43	04-22-98	PETIT JURY DUTY	LLOYD GENE COOPER 6530.4260	COKI		-2	6.00
Total							----- \$6.00
(DAFE)							
52	04-23-98	VEHICLE EXPENSE	DANIEL FEATHERSTON, JPR2 6450.4570	APRIL 98		-1	83.33
Total							----- \$83.33
(DEON)							
92	04-01-98	TELETYPE	DECISIONONE CORPORATION 6501.5600	8409261		-23	55.00
Total							----- \$55.00
(DETC)							
15	03-31-98	LYNN SMITH	DEEP EAST TEXAS COUNCIL OF GOV 6611.4090	JAN. 98		-24	5.00
16	03-31-98	WILL SMITH	6611.4090	JAN. 98		-24	5.00
Total							----- \$10.00

Vol DD Pg 673

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 3

Entry	Date	Description	Account R	Document	Stat	Due	Amount	
(DONS)		DON'S PAINT & BODY SHOP						
73	12-09-97	PARTS FOR EXPLORER	6451.5600	1173		-135	1,921.28	
74	12-09-97	LABOR AND REPAIR	6451.5600	1173		-135	1,008.00	
75	12-09-97	TOTAL REFINISH	6451.5600	1173		-135	454.40	
76	12-09-97	FRONT END ALIGNMENT	6451.5600	1173		-135	42.50	
77	12-09-97	PARTS FOR EXPLORER	6451.5600	1408		-135	516.82	
78	12-09-97	LABOR AND REPAIR	6451.5600	1408		-135	160.00	
79	12-09-97	TAXES	6451.5600	1408		-135	34.88	
Total							\$4,137.88	
(DRAC)		DRUMMOND AMERICAN CORPORATION						
99	04-03-98	5 GAL LUSTERIZER WAX	6451.5600	5194626		-21	153.25	
100	04-03-98	FREIGHT	6451.5600	5194626		-21	14.73	
Total							\$167.98	
(DUCK)		DUCKWALL-ALCO STORES, INC.						
95	04-13-98	VELCRO	6313.5600	774545		-11	2.99	
Total							\$2.99	
(DYRE)		DYNAMIC REPROGRAPHICS, INC.						
2	03-06-98	7 SETS SPECS	6000.8040	72937		-48	118.51	
3	03-06-98	7 24X36 BLUELINE 462	6000.8040	72937		-48	42.50	
Total							\$161.01	
(ETCO)		EASTEX COMMUNICATIONS						
103	04-01-98	SERVICE AGREEMENT	6480.5600	032754		-23	160.00	
Total							\$160.00	
(FEMA)		FEROL FRANCIS MAYERS						
34	04-22-98	PETIT JURY DUTY	6530.4260	ONE DAY		-2	6.00	
Total							\$6.00	
(FJDJ)		1ST JUDICIAL DISTRICT COMMUNIT						
65	04-13-98	ROBERT D. NEELY	4000.4500	NO. 5666		-11	509.00	
Total							\$509.00	

Vol DD Pg 694

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 4

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(GALL)							
			GALL'S INC.				
101	04-02-98	4 BRASS NAMETAGS	6540.5600	52180365		-22	21.96
102	04-02-98	SHIPPING & HANDLING	6540.5600	52180365		-22	1.14
Total							----- \$23.10
(HART)							
			HART INFORMATION SERVICES				
45	04-07-98	100 CIVIL CASEBINDER	6310.4500	772391		-17	110.00
46	04-07-98	SHIPPING & HANDLING	6310.4500	772391		-17	8.14
Total							----- \$118.14
(HOSP)							
			SABINE COUNTY HOSPITAL				
105	01-07-98	CHARLES GREER	6543.5600	9667		-107	215.40
Total							----- \$215.40
(IBMC)							
			IBM CORPORATION - DP7				
14	04-03-98	DOT BAND PRINTER	6613.4090	4851281		-21	95.00
Total							----- \$95.00
(JACK)							
			JACK LEATH				
5	04-23-98	VEHICLE EXPENSE	6450.4000	APRIL 98		-1	83.33
Total							----- \$83.33
(JAMC)							
			JANICE MCDANIEL				
10	04-16-98	120 MILES @ .28 MILE	6470.4030	APRIL 24		-8	33.60
11	04-16-98	ONE DAY MEALS	6470.4030	APRIL 24		-8	25.00
12	04-16-98	REGISTRATION FEE	6470.4030	APRIL 24		-8	15.00
Total							----- \$73.60
(JAWI)							
			JAMIE WILLIAMS				
106	04-24-98	2 PAIR OF PANTS	6540.5600	116850		0	64.93
Total							----- \$64.93
(JECU)							
			JEFFREY ALAN CUMMINGS				
21	04-15-98	PETIT JURY DUTY	6530.4260	ONE DAY		-9	6.00
Total							----- \$6.00

DD PG 675

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 5

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(JOBL)							
40	04-22-98	PETIT JURY DUTY	JOHNNY MAURICE BLACKBURN 6530.4260	ONE DAY		-2	6.00
Total							----- \$6.00
(JOON)							
26	04-15-98	PETIT JURY DUTY	JOHN ANTHONY ONORATO 6530.4260	ONE DAY		-9	6.00
Total							----- \$6.00
(JUDU)							
64	04-23-98	EARLY VOTING CLERK	JULIA ANNE DUGAT 6520.4030	24 HOURS		-1	132.00
Total							----- \$132.00
(KAWA)							
23	04-15-98	PETIT JURY DUTY	KATHY MARIE WALDON 6530.4260	ONE DAY		-9	6.00
Total							----- \$6.00
(LIDU)							
32	04-22-98	PETIT JURY DUTY	LINDA KLEASNER DUNNAGAN 6530.4260	ONE DAY		-2	6.00
Total							----- \$6.00
(LINO)							
35	04-22-98	PETIT JURY DUTY	LINNIE RAY NOBLES 6530.4260	ONE DAY		-2	6.00
Total							----- \$6.00
(LION)							
63	04-23-98	COOKIE CRYER	RED LION HOTEL-AUSTIN AIRPORT 6427.4000	R467449		-1	79.10
Total							----- \$79.10
(LYNN)							
122	04-24-98	513644 - HOME 120	LYNN SMITH 6450.4080	E66202		0	3.98
123	04-24-98	513628 - HOME 130	6450.4080	E66202		0	3.98
Total							----- \$7.96

Vol DD Pg 676

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 6

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(MCPA)							
22	04-15-98	PETIT JURY DUTY	PAMELA LYNETTE MCKINNEY 6530.4260	ONE DAY		-9	6.00
		Total					----- \$6.00
(NJJO)							
28	04-15-98	PETIT JURY DUTY	NETTIE J. JONES 6530.4260	ONE DAY		-9	6.00
		Total					----- \$6.00
(PABA)							
33	04-22-98	PETIT JURY DUTY	PAMELA DORIS BARLOW 6530.4260	ONE DAY		-2	6.00
		Total					----- \$6.00
(PAHO)							
24	04-15-98	PETIT JURY DUTY	PATRICK DEWAYNE HOLMAN 6530.4260	ONE DAY		-9	6.00
		Total					----- \$6.00
(PITB)							
17	04-14-98	MAILING EQUIPMENT	PITNEY BOWES 6612.4090	3105047		-10	178.91
		Total					----- \$178.91
(QUCO)							
66	04-20-98	12 ROLLS ADDER PAPER	QUILL CORPORATION 6310.4970	7485168		-4	7.08
67	04-20-98	6 PRINTER RIBBONS	6310.4970	7485168		-4	41.94
		Total					----- \$49.02
(RACH)							
81	04-07-98	40 POUNDS ACTIVE FORM	RACH VETERINARY CLINIC 6541.5600	0		-17	35.19
		Total					----- \$35.19
(RAWI)							
29	04-15-98	PETIT JURY DUTY	RAYMOND LYNN WILLIAMS 6530.4260	ONE DAY		-9	6.00
		Total					----- \$6.00

Vol DD Pg 677

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 7

Entry	Date	Description	Account R	Document	Stat	Due	Amount	
(RIMC)		RICHARD WAYNE MCCLELLAND						
41	04-22-98	PETIT JURY DUTY	6530.4260	ONE DAY		-2	6.00	
Total							\$6.00	
(ROCR)		RONNY CROWELL						
25	04-15-98	PETIT JURY DUTY	6530.4260	ONE DAY		-9	6.00	
Total							\$6.00	
(ROGI)		ROBERT EARL GILCREASE JR.						
31	04-22-98	PETIT JURY DUTY	6530.4260	ONE DAY		-2	6.00	
Total							\$6.00	
(ROSU)		ROGERS OFFICE SUPPLY						
6	04-02-98	RECEIVED STAMP	6310.4000	3203		-22	3.79	
7	04-16-98	CASE COPY PAPER	6310.4030	3430		-8	36.99	
8	04-16-98	DOZEN BLACK PENS	6310.4030	3430		-8	10.20	
9	04-07-98	TWO INK ROLLERS	6310.4030	3285		-17	7.70	
47	04-07-98	BOX R33 RUBBER BANDS	6310.4500	3277		-17	2.90	
48	04-15-98	BOX RUBBER BANDS	6310.4550	3421		-9	0.99	
49	04-15-98	2 PKGS PEN REFILLS	6310.4550	3421		-9	3.58	
56	04-16-98	1M R10 ENVELOPES	6310.4570	3053		-8	59.50	
57	04-07-98	BLACK STAMP PAD	6310.4750	3286		-17	2.25	
58	04-14-98	BOX DISKETTES	6310.4970	3403		-10	8.00	
59	04-14-98	SIX BINDERS	6310.4970	3403		-10	34.50	
60	04-13-98	SMALL BINDER CLIPS	6310.4970	3345		-11	4.80	
61	04-07-98	BOX CORRECTION TAPES	6310.4970	3287		-17	3.39	
62	04-07-98	CASE COMPUTER PAPER	6310.4970	3287		-17	27.99	
96	04-14-98	COLUMNAR PADS	6310.5600	3402		-10	8.05	
97	04-14-98	EXP. FILE	6310.5600	3402		-10	3.25	
98	04-14-98	BOX REG ENVELOPES	6310.5600	3402		-10	7.29	
Total							\$225.17	
(SCOT)		SCOTT - MERRIMAN, INC.						
54	04-09-98	COMPLAINTS, WARRANTS	6310.4570	002804		-15	65.10	
55	04-09-98	SHIPPING & HANDLING	6310.4570	002804		-15	5.95	
Total							\$71.05	

Vol DD Pg 678

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 8

Entry	Date	Description	Account R	Document	Stat	Due	Amount	
(SCSD)		SABINE COUNTY SHERIFF'S DEPT.						
82	04-10-98	POSTAGE	6315.5600	PETTY		-14	11.85	
83	04-20-98	POSTAGE	6315.5600	PETTY		-4	2.77	
84	04-20-98	UPS CHARGE	6315.5600	PETTY		-4	9.89	
85	04-08-98	TRIP TO RUSK	6425.5600	PETTY		-16	5.90	
86	04-14-98	TYLENOL	6543.5600	PETTY		-10	9.78	
87	04-14-98	GLOVES, BOWLS	6500.5600	PETTY		-10	11.88	
88	04-14-98	TRIP TO BEAUMONT	6425.5600	PETTY		-10	4.96	
89	04-20-98	TRIP TO JASPER	6425.5600	PETTY		-4	10.36	
Total							\$67.39	
(SYSC)		SYSCO FOOD SERVICE - BEAUMONT						
114	04-17-98	38X58 TRASH LINERS	6313.5600	80417009		-7	31.34	
115	04-17-98	PRISONERS BOARD	6542.5600	80417009		-7	480.92	
116	04-03-98	PINE CLEANER	6313.5600	80403008		-21	29.34	
117	04-03-98	LAUNDRY DETERGENT	6313.5600	80403008		-21	35.02	
118	04-03-98	38X58 TRASH LINERS	6313.5600	80403008		-21	31.34	
119	04-03-98	PRISONERS BOARD	6542.5600	80403008		-21	430.59	
120	04-10-98	PRISONERS BOARD	6542.5600	80410006		-14	313.82	
121	04-10-98	CREDIT/ONIONS	6542.5600	80410006		-14	-4.78	
Total							\$1,347.59	
(TEEL)		TERESA GAYE ELIZONDO						
27	04-15-98	PETIT JURY DUTY	6530.4260	ONE DAY		-9	6.00	
Total							\$6.00	
(THHA)		THOMAS J. HAMILTON						
50	04-23-98	VEHICLE EXPENSE	6450.4550	APRIL 98		-1	83.33	
Total							\$83.33	
(TLDN)		THE LUKFIN DAILY NEWS						
1	03-01-98	ADVERTISING	6000.8040	07984L		-53	339.36	
Total							\$339.36	
(TRQH)		CHARLES K. TRAVIS						
36	04-22-98	PETIT JURY DUTY	6530.4260	ONE DAY		-2	6.00	
Total							\$6.00	

Vol DD Pg 679

SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 9

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(TXPW)							
69	04-23-98	80% OF FINE	TEXAS PARKS & WILDLIFE 4510.4030	R96263		-1	160.00
Total							----- \$160.00
(TYMT)							
4	03-01-98	NOTICE TO BIDDERS	TYLER MORNING TELEGRAPH 6000.8040	51910950		-53	88.20
Total							----- \$88.20
(VEST)							
39	04-22-98	PETIT JURY DUTY	VETA JONES STARK 6530.4260	ONE DAY		-2	6.00
Total							----- \$6.00
(WIRE)							
104	04-24-98	WRANGLER BROWN PANTS	WILLIAM REK 6540.5600	924		0	34.63
Total							----- \$34.63
(XECO)							
30	04-15-98	PETIT JURY DUTY	XENILLE FRED CORNETT 6530.4260	ONE DAY		-9	6.00
Total							----- \$6.00
(XROX)							
70	04-02-98	MONTHLY RENTAL FEE	XEROX CORPORATION 6500.4090	58026735		-22	55.70
71	04-02-98	MONTHLY RENTAL FEE	6500.4090	58026739		-22	55.70
72	04-10-98	MONTHLY RENTAL FEE	6500.4090	58033983		-14	55.70
Total							----- \$167.10
Total of Ledger							----- \$12,399.84 =====

Vol DD Pg 680

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

Jack Leath
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel
County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark

Keith C. Clark
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

Lynn Smith
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

Doyle Dickerson
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.

Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT APRIL 27, 1998.

Vol DD Pg 681

SABINE COUNTY ROAD & BRIDGE
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ATCO)		ATCO INTERNATIONAL					
4	03-31-98	20 GAL. LIBERATOR	600 6657.6010	460977		-24	590.00
Total							\$590.00
(BEES)		BECKCOM'S ENGINE SERVICE					
2	03-20-98	GAL NO SMOKE OIL	6341.6010	PCT. R1		-34	4.99
3	03-20-98	TWO SPARK PLUGS	6357.6010	PCT. R1		-34	4.50
Total							\$9.49
(CGNS)		KORNER GROCERY					
16	03-13-98	57.9 GALLONS DIESEL	6336.6030	399-12		-41	66.56
Total							\$66.56
(ETMS)		EAST TEXAS MILL SUPPLY					
5	03-30-98	10 MINIATURE BULBS	6657.6020	72746		-24	7.90
6	03-30-98	10 MINIATURE BULBS	6657.6020	72746		-24	3.30
7	03-20-98	13 2-WIRE HYD HOSE	6657.6020	72387		-34	2.73
8	03-20-98	HOSE END	6657.6020	72387		-34	2.96
9	03-20-98	HOSE END	6657.6020	72387		-34	4.40
10	03-20-98	ORING	6657.6020	72387		-34	0.06
11	03-02-98	4-D 12V. BATTERY	6657.6020	71799		-52	130.07
12	03-02-98	BATTERY STATE FEE	6657.6020	71799		-52	3.00
18	03-30-98	AIR BRAKE HOSE	6657.6030	72737		-24	1.12
19	03-30-98	HOSE END	6657.6030	72737		-24	3.46
20	03-30-98	HOSE END	6657.6030	72737		-24	2.79
21	03-30-98	MAGNUM 44 EPOXY 20Z.	6343.6030	72737		-24	3.96
32	03-25-98	FOUR LENS	6657.6040	72574		-29	10.48
33	03-25-98	BODY	6657.6040	72574		-29	4.48
34	03-05-98	1/2" CHAIN-SELF COLO	6657.6040	71955		-49	142.73
35	03-05-98	1/2" CLEVIS GRAB HOK	6657.6040	71955		-49	15.20
Total							\$338.64
(GEOB)		GEO. P. BANE, INC.					
36	04-20-98	SWITCH	6357.6010	01017113		-4	50.78
37	04-20-98	FREIGHT OUT	6357.6010	01017113		-4	2.82
Total							\$53.60

Vol DD Pg 682

SABINE COUNTY ROAD & BRIDGE
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 2

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(GMWS)							
			G-M WATER SUPPLY CORP.				
13	04-10-98	WATER BILL	6440.6020	1262		-14	20.10
Total							\$20.10
(GSCF)							
			GSC FEDERAL SURPLUS PROPERTY				
22	04-14-98	2 TIRES 16:00 X24	6366.6040	1880730		-10	240.00
23	04-14-98	FREIGHT CHARGE	6366.6040	1880730		-10	60.00
24	04-14-98	SHACKLE	6657.6040	1880730		-10	2.00
25	04-14-98	FREIGHT CHARGE	6657.6040	1880730		-10	0.50
Total							\$302.50
(HOLL)							
			HOLLOWAY AUTO REPAIR				
17	04-07-98	TIRE REPAIR	6366.6030	1389		-17	10.00
Total							\$10.00
(HPTS)							
			HEMPHILL TIRE STORE				
27	04-16-98	TWO MOUNTS	6366.6040	55946		-8	100.00
Total							\$100.00
(LION)							
			RED LION HOTEL-AUSTIN AIRPORT				
1	04-23-98	COOKIE CRYER	6655.6010	R467449		-1	79.10
Total							\$79.10
(MGAI)							
			MANY GEAR & AXLE INC.				
28	04-09-98	SMALL PARTS KITS	6355.6040	039043		-15	59.95
29	04-09-98	BEARING AND SEAL KIT	6355.6040	039043		-15	138.65
30	04-09-98	SHIFT FORK	6355.6040	039043		-15	32.50
31	04-09-98	REBUILD NP 208 TRANS	6344.6040	039043		-15	175.00
Total							\$406.10
(RALA)							
			RANDY LADNER				
26	04-06-98	4 HRS LABOR/WHITE TR	6344.6040	1930		-18	120.00
Total							\$120.00

Vol DD Pg 683

SABINE COUNTY ROAD & BRIDGE
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 3

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(WALM)			WAL-MART STORE R214				
14	03-27-98	SPRAYER	6657.6020	08887		-27	24.93
		Total					\$24.93

(WILP)			WILLIAMS LP GAS COMPANY				
15	03-21-98	25 GALLONS PROPANE	6440.6030	62619		-33	26.25
		Total					\$26.25

Total of Ledger

\$2,147.27

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

 Jack Leath
 County Judge

SIGN HERE FOR PAYMENT APPROVAL

 Janice McDaniel
 County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark

 Keith C. Clark
 Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

 Lynn Smith
 Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

 Doyle Dickerson
 Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.

 Will Smith Sr.
 Commissioner, pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT APRIL 27, 1998.

Vol DD pg 684

SABINE COUNTY R & B SPECIAL
 ACCOUNTS PAYABLE LEDGER
 04-24-98

042498
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ETMS)		EAST TEXAS MILL SUPPLY					
1	03-24-98	2-WIRE HYD HOSE	605.6355	72519		-30	24.96
2	03-24-98	HOSE END	605.6355	72519		-30	3.46
3	03-24-98	HOSE END	605.6355	72519		-30	9.27
9	03-02-98	15" ADJUSTABLE WRENC	605.6355	71800		-52	55.00
10	03-02-98	4-WIRE HOSE	605.6355	71800		-52	15.64
11	03-02-98	HOSE END	605.6355	71800		-52	19.58
12	03-02-98	HOSE END	605.6355	71800		-52	20.98
13	03-02-98	O-RING	605.6355	71800		-52	0.46
14	03-05-98	ADAPTER	605.6355	71930		-49	4.54
15	03-05-98	HYDRAULIC ADAPTER	605.6355	71930		-49	6.29
16	03-05-98	ADAPTER FITTING	605.6355	71930		-49	0.60
17	03-05-98	TEFLON THREAD TAPE	605.6355	71930		-49	0.95
Total							\$161.73
(HWEC)		HI-WAY EQUIPMENT CO					
6	04-17-98	HOSE	605.6355	H14083		-7	114.85
7	04-17-98	FILTER KIT	605.6355	H14084		-7	121.21
8	04-17-98	FREIGHT OUT	605.6355	H14084		-7	7.88
Total							\$243.94
(NAPH)		NAPA AUTO PARTS HEMPHILL					
4	03-02-98	CONNECTOR, TERMINAL	605.6355	143474		-52	2.07
5	03-31-98	SERVICE CHARGE	605.6355	0		-24	1.33
Total							\$3.40
Total of Ledger							\$409.07

Vol DD Pg 685

SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

Jack Leath
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel

Janice McDaniel
County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark

Keith C. Clark
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith

Lynn Smith
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson

Doyle Dickerson
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.

Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT APRIL 27, 1998.

Vol DD Pg 686

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY NAME:

SABINE COUNTY

By: [Signature]
(Signature of person authorized to sign contracts)

Jack Heath County Judge
(Name and Title)

Date: 5-18-96

RECEIVING AGENCY NAME:

TEXAS DEPARTMENT OF HEALTH

By: [Signature]
(Signature of person authorized to sign contracts)

Linda Farrow, Chief
Bureau of Financial Services
(Name and Title)

Date: 5/18/96

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

TDH Document No: 7560011367 98

Cover Page 3

Vol DD Pg 687

RECEIVED

93 MAR 13 PM 2:12
GRANTS MANAGEMENT DIV.

GRANTS DIV.

Vol DD Pg 688

DETAILS OF ATTACHMENTS

Att/ Amd No.	TDH Program/ ID	Term		Financial Assistance		Direct Assistance	Total Amount (TDH Share)
		Begin	End	Source of Funds*	Amount		
01	EMS/COUNTY	04/01/98	08/31/98	State	1,810.00	0.00	1,810.00
TDH Document No.7560011367 98				Totals	\$1,810.00	\$0.00	\$1,810.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

Cover Page 2

Vol DD Pg 689



CONTRACT FOR PUBLIC HEALTH SERVICES

TDH DOCUMENT NO. 7560011367 98

Contract Issued by: TEXAS DEPARTMENT OF HEALTH
(RECEIVING AGENCY) 1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

JC

Legal Authority to Contract: Chapter 12, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: SABINE COUNTY

MAILING ADDRESS: PO BOX 716 HEMPHILL TX 75948-0000
(City, State, Zip)

STREET ADDRESS: PO BOX 716 HEMPHILL TX 75948-0000
(City, State, Zip)

NAME OF AUTHORIZED CONTRACTING ENTITY:
(If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

NAME:

ADDRESS:

State of Texas Vendor Identification No. (14 digits)
17560011367003

PAYEE AGENCY Fiscal Year Ending Month: December

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

- Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.
- Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by General Services Commission or another entity.
- For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:
COVER PAGE 1 - Receiving and Performing Agency Data
COVER PAGE 2 - Details of Attachment(s)
COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS
ATTACHMENT(S)
EXHIBITS, IF APPLICABLE

RECEIVED

98 MAR 13 PM 2:12

GRANTS MANAGEMENT DIV.

DD pg 691

**GENERAL PROVISIONS FOR
TEXAS DEPARTMENT OF HEALTH CONTRACTS**

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this contract, to mutually perform the duties prescribed by this contract, and to uphold and abide by the terms and provisions of this contract. PERFORMING AGENCY and RECEIVING AGENCY agree that this contract consists of RECEIVING and PERFORMING AGENCY Identifying data, Details of Attachment(s), authorized signatures, general and/or special provisions, Attachment(s) with detailed Scope(s) of Work, budget(s), and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract on behalf of PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with the following terms and conditions unless otherwise specified in the Attachment(s) hereto:

ARTICLE 1. Scope of Work

PERFORMING AGENCY shall perform the work outlined in the Scope(s) of Work contained in the Attachment(s) hereto (which is/are referenced in the Details of Attachment) and hereby incorporated into this contract for all purposes as though it were set out word-for-word in this document along with any amendments.

Satisfactory performance of this contract will be measured in part by: 1) adherence to the contract; 2) results of CPA or State Auditor reports; 3) timeliness, completeness, and accuracy of required reports; and 4) achievement of performance measures.

ARTICLE 2. Term

The time period of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the availability of funding for the term of the Attachment(s), and PERFORMING AGENCY will have no right of action against the State of Texas or the RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to fulfill its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to RECEIVING AGENCY or lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

ARTICLE 4. Amendments or Modifications

No different or additional services, work, or products shall be authorized or performed except pursuant to an amendment or modification of this contract that is executed in compliance with this Article. No waiver of any term,

(Indepedent)

Vol DD Pg 692a

covenant, or condition of this contract shall be valid unless executed in compliance with this Article. The PERFORMING AGENCY shall not be entitled to payment for any services, work, or products which are not authorized by a properly executed contract amendment or modification.

This contract may be modified unilaterally under the terms of the Sanctions and Terminations Articles. Otherwise, this contract may not be amended or modified unless such amendment or modification is in writing and signed by individuals with authority to bind the parties.

ARTICLE 5. Severability

If any provision of this contract is construed to be illegal or invalid, this will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated herein, but all other provisions will continue.

ARTICLE 6. Applicable Laws and Standards

This contract will be governed by the laws of the State of Texas and enabling state and federal regulations, including federal grant requirements applicable to funding sources.

PERFORMING AGENCY agrees the Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, VTCA, and the Uniform Grant and Contract Management Standards (UGCMS) as amended by revised federal circulars and incorporated in UGCMS by the Governor's Budget and Planning Office, apply as terms and conditions of this contract, and are adopted by reference in their entirety. If a conflict arises between the provisions of this contract and the provisions of UGCMA and UGCMS, the provisions of UGCMA and UGCMS will prevail unless expressly stated otherwise. A copy of the UGCMS manual and its references will be provided to PERFORMING AGENCY by RECEIVING AGENCY upon request.

PERFORMING AGENCY must obtain prior approval from RECEIVING AGENCY for major project changes which are specified in the applicable Administrative Requirements and Costs Principles. A listing of the Administrative Requirements and Cost Principles is contained in this contract in the Allowable Costs and Audit Requirements Article. Copies of these documents will be provided to PERFORMING AGENCY by RECEIVING AGENCY upon request and are incorporated by reference as a condition of this contract.

In accordance with 31 USC §1352, PERFORMING AGENCY may not use funds granted under this contract to lobby Congress or any agency in connection with a specific grant or contract. If at any time a contract exceeds \$100,000, the PERFORMING AGENCY shall certify that none of the funds provided by RECEIVING AGENCY to PERFORMING AGENCY have been used for payment to lobbyists. Regardless of funding source, if a contract Attachment exceeds \$100,000, PERFORMING AGENCY shall provide to RECEIVING AGENCY a certification of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall forward to RECEIVING AGENCY the executed certification form along with the names of any lobbyists, if applicable, within 90 days of receipt of the executed contract. The certification form is available from RECEIVING AGENCY upon request.

In accordance with the Tax Code, Chapter 171, VTCA, PERFORMING AGENCY, if a corporation, certifies by execution of this contract that its payment of franchise taxes is currently in "good standing" with the State of Texas. If PERFORMING AGENCY is exempt from payment of franchise taxes, PERFORMING AGENCY certifies by execution of this contract that it is not subject to the State of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this contract and may be grounds for termination at the option of RECEIVING AGENCY. If franchise tax payments become delinquent during the Attachment term, payments under this contract will be withheld until PERFORMING AGENCY's delinquent franchise tax is paid in full.

ARTICLE 7. Debarment and Suspension

PERFORMING AGENCY further certifies by execution of this contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. PERFORMING AGENCY certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the PERFORMING AGENCY is unable to certify to any of the statements in this certification, PERFORMING AGENCY shall attach an explanation. PERFORMING AGENCY specifically asserts that it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency and that it is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance. A false statement regarding PERFORMING AGENCY's status will be treated as a material breach of this contract and may be grounds for termination at the option of RECEIVING AGENCY.

ARTICLE 8. Assurance

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- A. Title VI of the Civil Rights Act of 1964, 42 USC §§2000d, *et seq.*;
- B. Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a);
- C. The Americans with Disabilities Act of 1990, 42 USC §§12101, *et seq.*; and
- D. All amendments to each and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, age, sex, disability, or political or religious beliefs. PERFORMING AGENCY agrees that in carrying out the terms of this contract, it will do so in a manner which will assist RECEIVING AGENCY to comply with such obligations to the fullest extent of PERFORMING AGENCY's ability. PERFORMING AGENCY will use its best efforts to make available employment opportunities for qualified disabled individuals.

PERFORMING AGENCY agrees to comply with the:

- A. Texas Labor Code, Chapter 21, VTCA, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §§1324a, *et seq.*, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. Environmental standards which may be prescribed pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4332 and Executive Order 11514 "Protection and Enhancement of Environmental Quality."
 - (2) Notification of violating facilities pursuant to Executive Order 11738 "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
 - (3) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 - 7642.
 - (4) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 21 USC §349, 42 USC §§300f-300j.
- E. If applicable, the National Research Service Award Act of 1971, 42 USC §289L-1 and 20 USC §§2080-6081, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance.
- F. If applicable, the Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, which establish federal requirements for the regulation and certification of clinical laboratories.
- G. If applicable, the Occupational Safety and Health Administration Regulations on Bloodborne Pathogens, 56 Fed. Reg. 64175 (1991), 29 CFR §1919.030, which set safety standards for those workers and facilities who may handle bloodborne pathogens.

As required by Texas Family Code, Section 231.006, VTCA, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, the PERFORMING AGENCY agrees to comply with these provisions, certifies that it is not ineligible to receive the payments specified in this contract, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PERFORMING AGENCY agrees to comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, VTCA, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Chapter 410, et seq., which cover compensation for employees' injuries.

PERFORMING AGENCY warrants that hardware, software, and firmware products used individually or together as a system to comply with RECEIVING AGENCY contract requirements will be year-2000-compliant on or before the date such hardware, software, firmware and systems are to be impacted. RECEIVING AGENCY warrants that hardware, software, and firmware products used individually or together as a system, developed by RECEIVING AGENCY, and provided to PERFORMING AGENCY for operation will be year-2000-compliant on or before the date such hardware, software, firmware and systems are to be impacted.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of the RECEIVING AGENCY.

ARTICLE 9. Certification Regarding License, Certificate, or Permit

PERFORMING AGENCY, by acceptance of funds provided through contract Attachment(s), agrees and assures that personnel paid from these funds are duly licensed and/or qualified to perform the required services.

PERFORMING AGENCY certifies by signing this contract that, in accordance with Section 163 of Article IX of the General Appropriations Act, 75th Legislature, no owner, operator, or administrator of the **PERFORMING AGENCY** has had a license, certificate, or permit revoked by any of the Texas state agencies listed below:

- Adjutant General's Department
- Board of Private Investigators and Private Security Agencies
- Interagency Council on Early Childhood Intervention
- Texas Alcoholic Beverage Commission
- Texas Cancer Council
- Texas Children's Trust Fund of Texas Council
- Texas Commission for the Deaf and Hard of Hearing
- Texas Commission on Alcohol and Drug Abuse
- Texas Commission on Jail Standards
- Texas Commission on Law Enforcement Officers Standards & Education
- Texas Commission on Fire Protection
- Texas Council on Sex Offender Treatment
- Texas Criminal Justice Policy Council
- Texas Department of Criminal Justice
- Texas Department of Human Services
- Texas Department of Mental Health & Mental Retardation
- Texas Department of Protective and Regulatory Services
- Texas Department of Public Safety
- Texas Department of Health
- Texas Health & Human Services Commission
- Texas National Guard Armory Board
- Texas Polygraph Examiners Board
- Texas Rehabilitation Commission
- Texas Youth Commission

ARTICLE 10. Standards For Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGCMS as detailed in **RECEIVING AGENCY's** Financial Administrative Procedures Manual. Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowability, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a charge schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

WJ DD PE 696

In addition, PERFORMING AGENCY shall bill third party payors, at no cost to the client, for services provided under the Attachment(s). These potential payors include, but are not limited to, Medicaid, private insurance carriers, other available federal, state, local, and private funds. PERFORMING AGENCY shall become a Medicaid provider for eligible activities funded in the Attachment(s) hereto and will maximize efforts to obtain payment from Medicaid and all other available sources.

PERFORMING AGENCY, if designated a 501(c)(3) organization as defined in the Internal Revenue Service Code or a for-profit organization, and its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such responsibility shall include: accountability for all funds and materials received from the RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY's monitoring processes. Further, PERFORMING AGENCY's governing board shall ensure separation of powers, duties, and functions of board members and staff. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 11. Allowable Costs and Audit Requirements

Only those costs allowable under UGCMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State & Local Governments	OMB Circular A-133 and UGCMS	UGCMS
OMB Circular A-21, Educational Institutions	OMB Circular A-133	OMB Circular A-110
OMB Circular A-122, Non-Profit Organizations	OMB Circular A-133 and UGCMS	UGCMS

* OMB Circulars shall be applied with the modifications prescribed by UGCMS.

To be eligible for reimbursement under this contract, a cost must have been incurred by PERFORMING AGENCY within the applicable Attachment term prior to claiming reimbursement from RECEIVING AGENCY. Vouchers for costs encumbered by the last day of the applicable Attachment term must be received by RECEIVING AGENCY no later than 45 days after the end of the applicable Attachment term.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGCMS. The audit shall be of PERFORMING AGENCY's or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit must be conducted by an independent certified public accountant and must be in accordance with applicable OMB Circulars, Government Auditing Standards, and UGCMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as the provisions of UGCMS.

If PERFORMING AGENCY is not required to have a Single Audit, RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit will be required.

(Indepdents)

Vol DD PA 197

Within 30 days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to RECEIVING AGENCY's Internal Audit Division.

ARTICLE 12. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) hereto to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 13. Terms and Conditions of Payment

For services satisfactorily performed pursuant to the Scope(s) of Work set out in the Attachment(s) hereto, PERFORMING AGENCY will receive reimbursement for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s) hereto. The PERFORMING AGENCY is not entitled to, and shall not pursue, payment for any claim unless the service, work, or product forming the basis of the claim has been authorized in accordance with this contract.

PERFORMING AGENCY must submit claims for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by the RECEIVING AGENCY. PERFORMING AGENCY shall submit vouchers for reimbursement monthly within 20 days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement claim as a final close-out bill not later than 45 days following the end of the applicable Attachment term(s). Claims submitted and postmarked more than 45 days following the end of the applicable Attachment term may or may not be reimbursed, at the discretion of the RECEIVING AGENCY.

PERFORMING AGENCY may request, in writing, to be placed on Direct Deposit status. If this request is approved by RECEIVING AGENCY, PERFORMING AGENCY will no longer receive copies of reimbursement vouchers.

Funding from this contract may not be used to supplant state or local funds, but PERFORMING AGENCY shall use such funds to increase state or local funds currently available to PERFORMING AGENCY for a particular activity. PERFORMING AGENCY shall maintain its current level of support, if possible.

PERFORMING AGENCY shall refund to RECEIVING AGENCY within 30 days any funds PERFORMING AGENCY claims and receives from RECEIVING AGENCY for the reimbursement of costs which are determined by RECEIVING AGENCY to be ineligible for reimbursement.

RECEIVING AGENCY will have the right to withhold all or part of any future payments to PERFORMING AGENCY to offset any reimbursement made to PERFORMING AGENCY for any ineligible expenditures not refunded to RECEIVING AGENCY by PERFORMING AGENCY. Repayment may be taken from funds available under any contract Attachment, active or expired, with the same funding source in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

Without waiving rights to impose other sanctions, RECEIVING AGENCY shall temporarily or permanently withhold payment(s) from PERFORMING AGENCY for the following programmatic and financial noncompliance items:

- failure to submit required financial reports for previous quarters or for the final period;
- failure to respond to financial compliance monitoring reports;
- failure to submit required independent audit reports;
- failure to meet program requirements as specified in an Attachment's Scope of Work;
- inadequate or inappropriate resolution of program or financial monitoring findings

- and for other items of noncompliance.

ARTICLE 14. Advance Payments

PERFORMING AGENCY may request, and with proper justification and RECEIVING AGENCY's approval, receive a one-time advance for each Attachment. Advances funds may be drawn only to meet immediate cash needs for disbursement. PERFORMING AGENCY must request the advance on a State of Texas Purchase Voucher at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. The Purchase Voucher must be accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY's Financial Administrative Procedures Manual, REIMBURSEMENT PROCEDURES.

IF RECEIVING AGENCY concurs with PERFORMING AGENCY's request for an advance, RECEIVING AGENCY will determine the amount of the advance by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed an amount equal to the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2) less any Program Income carried forward from the previous year. Advance funds will be liquidated during the applicable Attachment term so that, after the final monthly billing, PERFORMING AGENCY will not have advance funds on hand.

Amendments to applicable Attachment(s) which increase or decrease the total amount of the Attachment may require upward or downward adjustment to the allowable advance in accordance with the above formula. In the case of a downward adjustment, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment. IF PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY must submit to RECEIVING AGENCY a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio.

ARTICLE 15. Program Income

PERFORMING AGENCY may develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of Chapter 12, Subchapter D, Health and Safety Code, VTCA; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC § 1.91; and other applicable laws provided, however, that a patient may not be denied a service due to inability to pay.

Both parties agree that all revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report this income quarterly and annually utilizing the forms and frequencies specified in the Financial Reports Article of these provisions.

PERFORMING AGENCY shall retain the program income and select either the additive or deductive method for calculating program income:

- Under the additive method, PERFORMING AGENCY will add the program income to the funds already committed to the project by both the RECEIVING AGENCY and PERFORMING AGENCY. PERFORMING AGENCY shall use program income to further the program objectives of the state/federal statute under which the Scope of Work for the Attachment(s) was made, and PERFORMING AGENCY shall spend program income on the same project in which it was generated. Program income earned in a current budget period and not expended in that budget period may be carried forward to the next budget period, but PERFORMING AGENCY must spend the program income in the next budget period or the program income shall be deducted from

(Indpendent)

program expenditures. This policy will apply unless specifically stated otherwise in the Special Provisions of the applicable contract Attachment(s).

Under the deductive method, the PERFORMING AGENCY shall deduct the program income from the total allowable costs to determine the net allowable costs.

RECEIVING AGENCY may base future funding levels, in part, upon the PERFORMING AGENCY's proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 16. Financial Reports

Financial reports are required as provided in UGCMS, and PERFORMING AGENCY shall file them regardless of whether or not expenses have been incurred.

PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4a), within 30 days following the end of each of the first three quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269a (TDH Form GC-4a), not later than 45 days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

ARTICLE 17. Reports and Inspections

PERFORMING AGENCY shall submit financial, program, and progress reports as requested by RECEIVING AGENCY in the format agreed to by the parties hereto. PERFORMING AGENCY shall provide RECEIVING AGENCY such other reports as are determined by RECEIVING AGENCY to be necessary for the accomplishment of the objectives of this contract. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY of this fact. PERFORMING AGENCY's failure to comply with these requirements shall be grounds for the imposition of sanctions as provided for in the Sanctions Article.

RECEIVING AGENCY and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including client or patient records) performed by PERFORMING AGENCY and its subcontractor(s), if any, and the premises on which it is being performed, including subcontractors. PERFORMING AGENCY and its subcontractor(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be performed in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subcontractor(s), if any, shall give RECEIVING AGENCY and the federal government, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records of PERFORMING AGENCY and its subcontractor(s), if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to contract Attachment(s). RECEIVING AGENCY will have the right to audit billings both before and after payment. Payment under Attachment(s) will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY upon examination of PERFORMING AGENCY's records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY's resolution of findings will also be conveyed in writing to RECEIVING AGENCY within 30 days of receipt of RECEIVING AGENCY's findings. A determination by RECEIVING AGENCY of either an inadequate or inappropriate resolution of the findings may result in the withholding of funds, as provided in the Terms and Conditions of Payment Article and the Sanctions

(Independent)

Article. Any such withholding of funds will remain in effect until the deficiencies are properly remedied as determined by RECEIVING AGENCY.

PERFORMING AGENCY will retain all such records for a period of three years from the date of the last expenditure report submitted under contract Attachment(s) or until all audit questions are resolved, whichever time period is longer.

ARTICLE 18. Client Records

PERFORMING AGENCY, or any subcontractor, shall not transfer an identifiable client record, including a patient record, to another entity or person without written consent from the client or patient, or someone authorized to act on his or her behalf; however, the RECEIVING AGENCY may require the PERFORMING AGENCY, or any subcontractor, to transfer a client or patient record to another agency or to the RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

At the end of the Attachment term, all client or patient records are the property of PERFORMING AGENCY. PERFORMING AGENCY shall give RECEIVING AGENCY access to the records or provide copies for audit, examination, evaluation, inspection, litigation, or other circumstances that may arise, to the extent authorized by law.

If at any time during the Attachment term(s), PERFORMING AGENCY and/or RECEIVING AGENCY should decide to terminate the agreement, RECEIVING AGENCY may require the transfer of client or patient records as authorized by law upon written notice to PERFORMING AGENCY, either to another entity that agrees to continue the service or to RECEIVING AGENCY.

Notwithstanding any other provision herein, if requested by RECEIVING AGENCY, the PERFORMING AGENCY shall share all patient information with the RECEIVING AGENCY when the contract involves patient care by the PERFORMING AGENCY. The PERFORMING AGENCY shall attempt to obtain a release of medical information from the client or patient or someone authorized to act on his or her behalf permitting the transfer of information outside the PERFORMING AGENCY on forms supplied by the RECEIVING AGENCY. If the patient refuses to sign the release of information form, the information will be shared with the RECEIVING AGENCY devoid of all identifiers of a personal nature, as specified by RECEIVING AGENCY.

ARTICLE 19. Confidentiality

PERFORMING AGENCY shall have a system in effect to protect client or patient records and all other documents deemed confidential by law which are maintained in connection with the activities funded under contract Attachment(s). PERFORMING AGENCY may not disclose or transfer confidential client or patient information, including information required by the Reports and Inspections Article, except in accordance with applicable law.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement workplace policies based on the model guidelines adopted by RECEIVING AGENCY, and PERFORMING AGENCY shall educate employees and clients concerning the human immunodeficiency virus (HIV) and its related conditions, including acquired immunodeficiency syndrome (AIDS), in accordance with the Health and Safety Code, §85.113, VTCA.

ARTICLE 20. Equipment and Supplies

In accordance with Health & Safety Code, §12.053, VTCA, title to all equipment and supplies purchased from funds provided herein will be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

(Independent)

(8/97)

Vol DD No 761

Equipment is defined as tangible nonexpendable property with an acquisition cost of over \$1,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is over \$500, they will still be considered equipment, must be approved for purchase, and are considered capital assets for inventory purposes. Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories is not considered a capital asset unless the unit value is over \$1,000.

Unless initially listed and approved in the Attachment(s), prior written approval from RECEIVING AGENCY is required for any additions to, or deletions of, approved equipment purchases meeting the above equipment definition. To receive approval to purchase data processing hardware and software or enhancements thereto, PERFORMING AGENCY must submit a detailed justification which includes description of features, make and model, and cost, etc.

PERFORMING AGENCY shall maintain a property inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets.

In the event of bankruptcy, PERFORMING AGENCY agrees to sever RECEIVING AGENCY property, equipment, and supplies in possession of PERFORMING AGENCY from the bankruptcy and title reverts to RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s), title to any remaining equipment and supplies purchased from funds as hereinabove provided reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY, provided, however, that RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer title to such property to the PERFORMING AGENCY.

ARTICLE 21. Subcontracting

PERFORMING AGENCY may enter into agreements with subcontractors unless restricted or otherwise prohibited in specific Attachment(s): PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontractor.

If PERFORMING AGENCY enters into subcontract agreements, PERFORMING AGENCY agrees that all subcontracts shall be in writing and include the following:

- name and address of all parties;
- a detailed description of the services to be provided;
- measurable method and rate of payment and total amount of the contract;
- clearly defined and executable termination clause;
- beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or be executed annually;
- access to inspect work performed, and the premises on which it is performed, in accordance with the Reports and Inspections Article contained in this contract; and
- all clauses required by state/federal statutes, executive orders, and their implementing regulations.

PERFORMING AGENCY agrees that all subcontracts containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

If PERFORMING AGENCY plans to enter into an agreement which subcontracts out a substantial portion of an Attachment's Scope of Work, prior written approval must be obtained from RECEIVING AGENCY. Subcontracts that must have prior written approval are those that exceed \$25,000 or 25% of the applicable Attachment amount, whichever is greater.

PERFORMING AGENCY shall ensure that:

- all subcontractors are fully aware of the requirements imposed upon them by state/federal statutes and regulations;
- all subcontractors comply with all financial management requirements as defined by RECEIVING AGENCY and the applicable OMB circulars;
- subcontractors complete required audits;
- an adequate tracking system is maintained to ensure timely receipt of any subcontractor's required audit reports and the resolution of any findings and questioned costs cited by these reports.

ARTICLE 22. Copyrights, Publications, and Patents

PERFORMING AGENCY agrees that all work performed that results in the production of original books, manuals, films, or other original material is the exclusive property of the RECEIVING AGENCY unless the contract Attachment(s) that result in the production of original books, manuals, films, or other original material is financed by a federal grant, the terms of which provide otherwise. All right, title, and interest in and to said property shall vest in the RECEIVING AGENCY upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in RECEIVING AGENCY or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the RECEIVING AGENCY. RECEIVING AGENCY shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. PERFORMING AGENCY shall ensure all rights, titles, and interest in and to said property are secured to RECEIVING AGENCY from PERFORMING AGENCY and its subcontractors. PERFORMING AGENCY agrees to give RECEIVING AGENCY and agrees to require its subcontractors to give RECEIVING AGENCY, or any person designated by RECEIVING AGENCY, all assistance required to perfect the rights defined in this Article, without any charge or expense beyond those amounts payable to PERFORMING AGENCY for the services rendered under the contract.

PERFORMING AGENCY understands and agrees that, if federal funds are used to finance activities supported by the contract Attachment(s) that result in the production of original books, manuals, films, or other original material, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subcontractor purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

In the event the terms of a federal grant award the copyright to the PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY and state government purposes (1) the copyright in any work

developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

PERFORMING AGENCY may publish at its expense the results of contract performances with prior RECEIVING AGENCY review and approval. If RECEIVING AGENCY owns the copyright, any publication should include "© Texas Department of Health, 1100 West 49th Street, Austin, Texas, (the year of publication), All Rights Reserved." If the PERFORMING AGENCY is the copyright holder, any publication shall include acknowledgment of the support received from RECEIVING AGENCY. At least six copies of any such publication must be provided to RECEIVING AGENCY. RECEIVING AGENCY reserves the right to require additional copies before or after the initial review.

PERFORMING AGENCY and any subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations §401.14 or Federal Acquisition Regulations 52.227.11.

ARTICLE 23. Hold Harmless

PERFORMING AGENCY, as an independent contractor, agrees to hold RECEIVING AGENCY and/or the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or non-performance of PERFORMING AGENCY under this contract. PERFORMING AGENCY's agreement to indemnify RECEIVING AGENCY is limited to the extent permitted under Title 5 of the Civil Practice and Remedies Code, VTCA, and to the extent allowed by any other laws. RECEIVING AGENCY, as a state governmental agency, agrees to hold PERFORMING AGENCY harmless and to indemnify it against any and all liability, suits, claims, losses, damages and judgments that arise from the performance or non-performance of RECEIVING AGENCY under this contract to the extent authorized by the governmental liability provisions of Title 5 of the Civil Practice and Remedies Code, VTCA, and to the extent allowed by any other laws.

ARTICLE 24. Bonding

PERFORMING AGENCY is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of the PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance will provide for indemnification of losses occasioned by: 1) any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY's employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 25. Historically Underutilized Businesses

RECEIVING AGENCY shall comply with Texas Government Code, Chapter 2161, VTCA, and 1 Texas Administrative Code (TAC) §§111.11-111.24, whereby state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state to purchase "goods," which are defined as "supplies, materials, or equipment," services, or public works.

A HUB is defined in the Texas Government Code §2161.001(2), VTCA, as:

- A. a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;

- B. a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by a socially disadvantaged person;
- C. a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- D. a joint venture in which each entity in the venture is a historically underutilized business; or
- E. a supplier contract between a historically underutilized business and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Socially disadvantaged person" is defined in Texas Government Code §2161.001(3) as "... a person who is socially disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

A HUB is defined in the General Appropriations Act, 75th Legislature, Regular Session, ARTICLE IX, General Provisions, Section 124, Contracting with Historically Underutilized Businesses, Subsection 3, in the same manner except that "socially disadvantaged person" is replaced with the term "economically disadvantaged person." The term "economically disadvantaged person" is defined in the General Appropriations Act as "... a person who is economically disadvantaged because of the person's identification as a member of certain groups, including Black Americans, Hispanic Americans, women, Asian Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with the RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 26. Sanctions

PERFORMING AGENCY agrees and understands that sanctions may be imposed by RECEIVING AGENCY both for programmatic and financial noncompliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Both parties agree that a state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. RECEIVING AGENCY may:

- A. terminate all or a part of the contract. Termination is the permanent withdrawal of the PERFORMING AGENCY's authority to obligate previously awarded funds before that authority would otherwise expire, or the voluntary relinquishment by the PERFORMING AGENCY to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by the PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination;
- B. suspend all or part of the contract. Suspension is the temporary withdrawal of the PERFORMING AGENCY's authority to obligate funds pending compliance by the PERFORMING AGENCY or its subcontractor(s) or pending a decision to terminate or modify the contract. PERFORMING AGENCY costs resulting from obligations incurred by the PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;

VOL DD 965

- C. temporarily or permanently withhold cash payments. Withholding of cash payment means that the RECEIVING AGENCY retains funds claimed by the PERFORMING AGENCY in order to: a) recover payments already made for undocumented, disputed, inaccurate, or erroneous claims; b) obtain refunds for overpayment for any reason; or c) obtain compliance;
- D. deny contract renewal or future contract awards to a PERFORMING AGENCY for a certain period of time not to exceed five years;
- E. delay contract execution with the PERFORMING AGENCY while other proposed sanctions are pending resolution;
- F. amend all or a part of the contract as a result of noncompliance;
- G. place the PERFORMING AGENCY on probation. Probation means that the PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six months at which time items of noncompliance must be resolved or substantial improvement shown by the PERFORMING AGENCY;
- H. conduct accelerated monitoring of the PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- I. require the PERFORMING AGENCY to obtain technical or managerial assistance;
- J. disallow claims by disapproving costs or fees claimed for payment or reimbursement by PERFORMING AGENCY;
- K. establish additional prior approvals for expenditure of funds by the PERFORMING AGENCY;
- L. require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- M. demand repayment from the PERFORMING AGENCY;
- N. reduce the contract funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the contract;
- O. take any other action which RECEIVING AGENCY deems appropriate.

RECEIVING AGENCY will formally notify the PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced.) PERFORMING AGENCY is required to file, within 15 days of receipt of notice, a written response to the RECEIVING AGENCY's program/division that sent the notice, acknowledging receipt of such notice and stating how the PERFORMING AGENCY will correct the noncompliance.

RECEIVING AGENCY may immediately terminate or suspend all or part of the contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, delay contract execution, or amend all or part of the contract in an emergency by delivering written notice to a PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action. The emergency may be a result of the PERFORMING AGENCY's noncompliance having a direct adverse impact on the public or client health or safety, failure to achieve a performance measure, being reimbursed for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of the contract, or expending funds inappropriately.

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, denial of contract renewal or future contract awards, and contract amendment as a result of noncompliance in accordance with RECEIVING AGENCY's Administrative Policy No. XO - 0109. PERFORMING AGENCY must make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification.

ARTICLE 27. Termination

In addition to other provisions herein allowing termination, this contract shall terminate upon full performance of all requirements contained herein, unless extended in writing; or all or a part of this contract may be terminated prior to completion of the contract term for any of the following reasons:

- A. Termination in the Best Interest of the State. This contract may be terminated by RECEIVING AGENCY at any time when, in the sole determination of RECEIVING AGENCY, termination is in the best interests of the State of Texas.
- B. Termination by Agreement. This contract may be terminated, in whole or in part, when both parties mutually agree that continuation of the contract would not achieve the objectives and goals of the contract and that continuation would not be mutually beneficial.
- C. Termination for Cause. RECEIVING AGENCY reserves the right to terminate this contract, in whole or in part, upon the following conditions:
 - (1) The PERFORMING AGENCY makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of the PERFORMING AGENCY or of all or any part of its property; if judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against the PERFORMING AGENCY, and the PERFORMING AGENCY does not discharge the judgment or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 30 days from the date of entry thereof, and within the 30-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of the PERFORMING AGENCY, and such writ or warrant of attachment or any similar process is not released or bonded within 30 days after its entry; or
 - (2) A court of competent jurisdiction finds that the PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
 - (3) PERFORMING AGENCY fails to communicate with the RECEIVING AGENCY as required by the contract; or
 - (4) The PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract; or
 - (5) The RECEIVING AGENCY makes a written determination that the PERFORMING AGENCY has failed to substantially perform under this agreement, which determination specifies the events resulting in the RECEIVING AGENCY's determination that the PERFORMING AGENCY has failed to substantially perform under this agreement; or

- (6) RECEIVING AGENCY makes a written determination that PERFORMING AGENCY has committed a material breach of any term(s) of this contract; or
- (7) The RECEIVING AGENCY determines that the PERFORMING AGENCY is without the personnel or resources to perform under the contract; or
- (8) A receiver, conservator, liquidator, or trustee of the PERFORMING AGENCY, or any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against the PERFORMING AGENCY under the Federal Bankruptcy Code; or the PERFORMING AGENCY is adjudicated bankrupt or insolvent; or any portion of the property of the PERFORMING AGENCY is sequestered by court order and the order remains in effect for more than 30 days after such party obtains knowledge thereof; or a petition is filed against the PERFORMING AGENCY under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within 30 days; or
- (9) Termination for failure of funding. This contract may be terminated in the event state and/or federal funding for this contract is terminated, limited, suspended, or withdrawn; or
- (10) The PERFORMING AGENCY files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
- (11) The PERFORMING AGENCY fails to comply with any of the terms, conditions or provisions of the contract, in any manner whatsoever.

D. Termination for Cause by PERFORMING AGENCY. If the RECEIVING AGENCY is in breach of this contract or fails to make payments as required by the contract, the PERFORMING AGENCY may terminate the contract.

E. Termination without Cause. This contract and any Attachment hereto may be terminated by either party without cause provided ninety (90) days written notice is provided to the other party.

Written notice will be provided by the terminating party at least 30 days prior to the intended date of termination unless an emergency exists or stated otherwise.

If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will try to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of the PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 28. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

(Independent)

1998 GENERAL PROVISIONS Page 17

(8/97)

Vol DD Pg 708

ARTICLE 29. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY RECEIVING AGENCY OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT RECEIVING AGENCY OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

DOCUMENT NO. 7560011367-98
ATTACHMENT NO. 01

PERFORMING AGENCY: SABINE COUNTY

RECEIVING AGENCY PROGRAM: EMERGENCY MEDICAL SERVICES DIVISION

TERM: April 01, 1998 THRU: August 31, 1998

SECTION I. SCOPE OF WORK:

RECEIVING AGENCY will provide funding from the *Emergency Medical Services (EMS) and Trauma Care System Fund* established by Health and Safety Code §773.122, VTCA, to assist PERFORMING AGENCY in the enhancement and delivery of patient care in the EMS and trauma care system. PERFORMING AGENCY will distribute and administer funds to eligible EMS providers to provide coordination with the appropriate Trauma Service Area (TSA). These funds are to be used for the following:

- supplies;
- operational expenses;
- education and training;
- equipment;
- vehicles; and
- communications systems.

The eligible EMS providers located in the PERFORMING AGENCY'S county which will receive funding are specified in Exhibit A, which is attached hereto and made a part hereof.

PERFORMING AGENCY will comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Attachment. Standards and guidelines referenced are those in effect on the beginning date of this Attachment. These include:

- Texas Government Code, Chapter 791, VTCA;
- Health and Safety Code, §773.121-§773.124, VTCA.

SECTION II. SPECIAL PROVISIONS:

For the purposes of this Attachment, buildings, land, or investments (stocks, bonds, mutual funds, etc.) are NOT ALLOWABLE COSTS.

RECEIVING AGENCY will utilize current revenues available to RECEIVING AGENCY for the disbursement of these funds to PERFORMING AGENCY.

PERFORMING AGENCY agrees that if it is a county with a population of 291,000 or more, all funds distributed will be jointly authorized by PERFORMING AGENCY'S county judge and the mayor of the principal municipality in that county on vouchers issued by PERFORMING AGENCY'S treasurer.

PERFORMING AGENCY agrees to return all unused funds to RECEIVING AGENCY no later than August 31, 1998.

General Provisions, TERMS AND CONDITIONS OF PAYMENT Article, is replaced with the following:

RECEIVING AGENCY will submit a lump sum payment as specified in SECTION III. BUDGET to PERFORMING AGENCY no later than 30 days after the contract is fully executed.

General Provisions, ADVANCE PAYMENTS Article, is not applicable to this Attachment.

General Provisions, PROGRAM INCOME Article, is not applicable to this Attachment.

General Provisions, FINANCIAL REPORTS Article, is not applicable to this Attachment.

General Provisions, REPORTS AND INSPECTIONS Article, is revised to include the following:

PERFORMING AGENCY will submit a report to RECEIVING AGENCY Program no later than August 1, 1998 which will contain the following:

- name of each EMS provider that received funding;
- amount each provider received;
- itemized list of expenditures, including anticipated expenditures thru August 31, 1998; and
- anticipated needs projected for FY 99.

General Provisions, SANCTIONS Article, is revised to include the following:

LOSS OF FUNDING ELIGIBILITY

For a period of not less than one year or more than three years, as determined by RECEIVING AGENCY, RECEIVING AGENCY may refrain from disbursing funds under Health and Safety Code, §773.122 to a county, municipality, or local recipient if the RECEIVING AGENCY determines that such county, municipality, or local recipient used funds in violation of that section.

SECTION III. BUDGET:

RECEIVING AGENCY will make a lump sum payment of \$1,810.00 to PERFORMING AGENCY no later than thirty (30) days after this contract is executed by both parties.

Total payments will not exceed \$1,810.00.

ATTACHMENT - Page 3

Vol DD Pg 212

EXHIBIT A
SABINE
ELIGIBLE EMS PROVIDERS

AMERICAN MEDICAL RESPONSE-EAST

PO BOX 3656
PORT ARTHUR, TX 77643

MARK ROBINSON
409/983-5666

The State of Texas
County of Sabine

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE
COUNTY, TEXAS.



VOL. DD PAGE 713
JANICE McMANUEL COUNTY CLERK
BY Beverly A. Hill
Deputy

Vol DD Pg 713