

2018-0028 B Total Pages: 4

#15,233(1)

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

FILED FOR RECORD  
at 4:30 o'clock P M

AUG 28 2018

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *Jennifer Lindenzweig*

## TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Hunt } ss.

Bond No. TX 832281

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MATTHEW WILBORN REGAN, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Kent E Layton, his successors in office, in the sum of Two Thousand Dollars (\$2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly Appointed to the office of Deputy Constable in and for Hunt County in the State of Texas, for a term beginning the 31st day of October, 2018 and ending the 31st day of October, 2019.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall "faithfully perform the duties of the office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of August, 2018

MATTHEW WILBORN REGAN

Principal

MATTHEW WILBORN REGAN  
MERCHANTS BONDING COMPANY (Mutual)

By: *Julie E Grimes*  
Julie E Grimes Attorney-in-Fact

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hunt } ss.

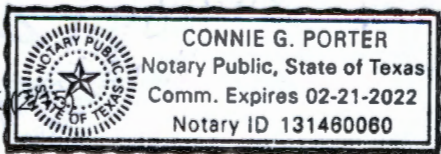
Before me, Connie G. Porter, a notary public, on this day personally appeared

MATTHEW WILBORN REGAN known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 108 E. Main St Quinlan, Tx. 75474  
this 17th day of August, 2018

SEAL



PO 0123 TX

Connie G. Porter  
Hunt County, Texas.



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL \_\_\_\_\_ County, Texas

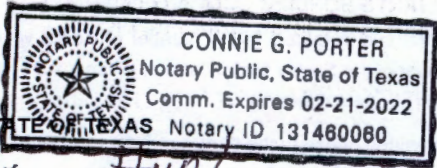
OATH OF OFFICE  
(General)

I, Matthew Regan, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at 108 E. Main St. Oquidan, Texas, this 17th day of August, 2018

Craig G. Porter  
Hunt County, Texas



SEAL  
THE STATE OF TEXAS } ss  
County of Hunt

The foregoing bond of Matthew Regan as Deputy Constable in and for Hunt County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: \_\_\_\_\_ Date August 28, 2018  
County Court Hunt County Judge, Hunt County, Texas

THE STATE OF TEXAS } ss  
County of Hunt  
I, Jennifer Lindenberg, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 1st day of August, 2018, with its certificates of authentication, was filed for record in my office the 28th day of August, 2018, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the 4th day of September, 2018, at 3:44 o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume 2018-0028, on page \_\_\_\_\_

WITNESS my hand and the seal of the County Court of said County, at office in Greenville, Texas, the day and year last above written.

By Christi L. Latham Deputy County Court





**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Julie E Grimes**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of August, 2018.



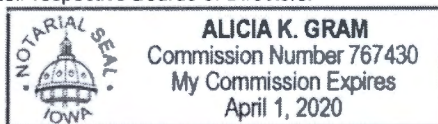
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 1st day of August, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of August, 2018.



*William Warner Jr.*  
Secretary

POWER OF ATTORNEY

**THE STATE OF TEXAS**

**COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of HUNT County, Texas.

**2018-0028      B**  
**09/04/2018 03:44 PM**



*Jennifer Lindenzweig*

**Jennifer Lindenzweig, County Clerk  
Hunt County, Texas**

#15,233(2)

**APPRISS SAFETY – VINE® SERVICE AGREEMENT  
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

**VINE® SERVICE AGREEMENT**

**DIR-TSO-3937**

FILED FOR RECORD  
at 4:30 o'clock P M

AUG 28 2018

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*



**APPRISS®**  
SAFETY

**DIR-TSO-3937**

**APPENDIX D (per Amendment 1)**

**VINE® SERVICE AGREEMENT**



**APPRISS SAFETY – VINE® SERVICE AGREEMENT  
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

Agreement No. 1877240-2018

Date: September 1, 2017

**BETWEEN:**

Appriss Safety  
9901 Linn Station Rd., Suite 500  
Louisville, KY 40223-3842

**CUSTOMER:**

Hunt County  
2500 Lee Street, 2nd Floor  
Greenville, TX 75401

**I Appriss Safety** (the “Service Provider” or “Appriss”) hereby agrees to provide victim notification services known as the VINE® Service as described herein (the “Services”).

- A. The Services will be provided to: Hunt County(the “Customer”). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions of DIR Contract No. DIR-TSO-3937 and hereinafter set forth herein.
- B. The Services will be provided in connection with the following sites:
  - 1. County Jail
  - 2. District Court

This Agreement shall be effective as of September 1, 2017 and continue for Twelve (12) consecutive months. Billing of ‘Recurring Operational Fees’ shall not affect the Service Agreement renewal date

- C. Description of Services. VINE® Service - Subject to the terms, conditions and limitations of DIR Contract No. DIR-TSO-3937 and contained herein, the Service Provider shall:
- D. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.
- E. The Customer and its Participating Agencies at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationary are excluded.
- F. Dedicate a special telephone number for the Customer’s use of the VINE Service Center.
- G. Process incoming and outgoing victim calls.
  - 1. Victim notification calls only occur after the Customer manually enters the required data into the Customer’s automated system which creates a file with the required data that is transmitted to the VINE Data Center.
  - 2. Upon receipt of the required data, the notification processes as defined in the VINE proposal are performed.
  - 3. After the initial start-up period, the Customer (Participating Agencies at each site) is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.

VINE 20140114  
Agreement No. 1877240-2018

**APPRISS SAFETY – VINE® SERVICE AGREEMENT**  
**APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of technical advisor to assist in this work.

- H. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the “CFC”)

**II. Supplies and Materials.** The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community. The creation of print, radio and television PSAs is included in the fees.

- A. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees.

1. At the Customer’s expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.

- B. The creation of radio and television Public Service Announcements (PSAs) is included in the service as well.

1. Appriss will provide a tailored version of our stock television PSA at no additional charge.
2. Radio PSAs will be produced and provided on a CD at no additional charge. The radio PSA can also be sent electronically for distribution by email or posted on websites.

**III. Fees and Commissions.** Prior to this Agreement being valid, and service to begin:

- A. The Service Provider must receive a purchase order from the Funding Source (as defined in Appendix A hereto) to cover the following fees as exhibited in Appendix C of DIR Contract No. DIR-TSO-3937.

- B. The Customer billing contact information and Funding Source contact information must be provided on Exhibit A (attached).

1. Non-Recurring Startup Fees. These fees are for:
  - a) Establishing the system connection
  - b) Startup
  - c) Training
  - d) Interface development

The startup fees for services on this project are \$ 0 and will be billed according to the billing schedule and in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3937.

**APPRISS SAFETY – VINE® SERVICE AGREEMENT**  
**APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

2. Recurring Operational Fees. These fees cover:
  - a) The annual cost of operating and supporting the VINE Service
  - b) Hardware and proprietary software (the “VINE Software”) used to power VINE
  - c) All incoming and outgoing calls
  - d) 24 hour monitoring of the service
  - e) The cost of transmitting all data

The operational fees for the VINE Service will be \$ 16,995.37 per year

Payments will be made in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3937.

- IV. Performance of Additional Services.** The parties agree that should the Service Provider choose to perform, at the Customer’s request, any services not covered by this Agreement, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate as indicated in Appendix C of DIR Contract No. DIR-TSO-3937.

Booking System Interface Changes. All work done by Appriss Inc., related to an agency changing their booking system from their existing VINE supported booking system to a new VINE supported booking system including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported booking system is one for which an interface already exists.

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate for performance of additional services as noted in section VII above. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

- V. Warranty.** The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider’s sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.

- VI. Ownership of Intellectual Property; Licenses.** The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the “Intellectual Property”) in connection with the Services. The Service Provider hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer’s internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window



**APPRISS SAFETY – VINE® SERVICE AGREEMENT**  
**APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

(which begins the moment the offender is in custody and ends within a number of days after the offender leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.

**VII Intellectual Property Indemnification.** Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3937.

**VIII Confidentiality.** The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.

In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

**IX Liability Limit.** Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3937.

**X Force Majeure.** Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3937.

**XI Entire Agreement; Inconsistent Terms.** DIR Contract No. DIR-TSO-3937 and this Agreement and all exhibits, appendices, and schedules attached hereto are the complete and exclusive statement of the agreement between the Customer and the Service Provider, and supersede any and all other agreements, oral or written, between the parties

This Agreement may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Service Provider.

**XII Term and Termination.** This Agreement shall commence upon the date set forth above and continue in effect for Twelve (12) months. This Agreement shall have three (3) one (1) year renewal options exercised by Customer providing 30 day written notice prior to the then- expiration date.

Any changes in pricing for this Agreement must be approved by DIR.

Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3937

**APPRISS SAFETY – VINE® SERVICE AGREEMENT  
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

- XIII. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.
- XIV. Assignment.** Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3937.
- XV. Jurisdiction and Choice of Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of Texas. Service Provider and Customer hereby consent to the jurisdiction of any competent state court of Texas located in Travis County, Texas, with respect to any actions arising from this Agreement. No action may be brought by either party against the other later than four (4) years after the cause of action has accrued. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- XVI. Customer's Project Manager.** For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be Jonathan Musick, who can be reached at telephone number 502-815-3810, or via email at [jmusick@apprissafety.com](mailto:jmusick@apprissafety.com).

**Signature Page Follows**



**APPRISS SAFETY – VINE® SERVICE AGREEMENT  
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

APPRISS SAFETY BY:



\_\_\_\_\_  
*Signature*

8/9/2018

\_\_\_\_\_  
*Date*

Joshua P. Bruner

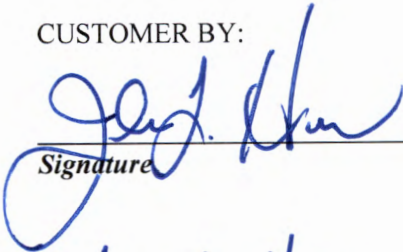
\_\_\_\_\_  
*Name*

President

\_\_\_\_\_  
*Title*

**Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.**

CUSTOMER BY:



\_\_\_\_\_  
*Signature*

8-28-2018

\_\_\_\_\_  
*Date*

John L. Horn

\_\_\_\_\_  
*Name*

Hunt County Judge

\_\_\_\_\_  
*Title*

**APPRISS SAFETY – VINE® SERVICE AGREEMENT  
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

**APPRISS INC.  
SERVICE AGREEMENT - EXIHIBIT A**

Customer: Hunt County

Billing Address: \_\_\_\_\_  
Street Address

City State Zip

Finance Contact: \_\_\_\_\_  
Name Title

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Funding Source: Texas Office of the Attorney General – Grant Administration Division

Billing Address: P.O. Box 12548  
Street Address  
Austin TX 78711-2548  
City State Zip

Finance Contact: Chris Gersbach Texas SAVNS Program Manager  
Name Title

Telephone: 512-936-1653 Fax: 512-370-9827

**Date funds to be received from Funding Source:** Upon submittal of FY2018 OAG required documentation.

**Mail payments to:  
APPRISS INC.  
9901 LINN STATION RD SUITE 500  
LOUISVILLE, KY 40223-3842**

**Questions and correspondence related to billings and/or payments may be directed to:**

**Colleen G. Heslin  
Appriss Inc.  
9901 Linn Station Road, Suite 500  
Louisville, KY 40223-3842  
502-815-3850**

[cheslin@apprissafety.com](mailto:cheslin@apprissafety.com)





**APPRISS<sup>®</sup>**  
SAFETY

**INVOICE**

**Customer**  
TX Office of Attorney General - GS :  
Hunt County - GS

**Bill To:**  
Diane McNair  
Hunt County  
PO Box 1097  
Greenville TX 75403

**Invoice Date**  
11/9/2017

**Invoice Number**  
INV49652

**Texas VINE Automated Victim Notification Services  
VINE Maintenance Fee**

Quarterly Maintenance Period	Forms Due to OAG (no earlier than)	Quarterly Amount
09/01/2017 - 11/30/2017	12/1/2017	4,248.84
12/01/2017 - 2/28/2018	3/1/2018	4,248.84
03/01/2018 - 05/31/2018	6/1/2018	4,248.84
06/01/2018 - 08/31/2018	9/1/2018	4,248.84

This invoice includes a 3% increase in the annual maintenance for FY2018. The reimbursement process noted below has not changed and the Office of Attorney General will continue to reimburse Appriss Safety on your behalf upon the completion of all appropriate documentation.

Please attach this invoice and a copy of the Appriss provided R-14 Service Agreement Renewal Notice to the OAG's Invoicing Form. To obtain the OAG Invoicing Form, please contact Chris Gersbach at the Texas Office of the Attorney General at [chris.gersbach@texasattorneygeneral.gov](mailto:chris.gersbach@texasattorneygeneral.gov). Forms should be completed & signed on the due dates above, then sent to OAG for processing.

SUBTOTAL	\$ 16,995.36
TAX	\$ 0.00
TOTAL CHARGES	\$ 16,995.36
PAYMENTS	\$ 0.00
=====	=====
BALANCE DUE	\$ 16,995.36

For questions on your invoice, please send an email to [AcctgDept@appriss.com](mailto:AcctgDept@appriss.com)

***This invoice is for documentation purposes only. DO NOT REMIT PAYMENT to Appriss or to the Texas Office of the Attorney General. The Office of the Attorney General will pay Appriss directly on your behalf.***

#15,233(3)

**COUNTY CHILD WELFARE SERVICES  
NON-FINANCIAL AGREEMENT**

FILED FOR RECORD  
at 4:30 o'clock P M  
AUG 28 2018

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By Jennifer Lindenzweig

**I. PURPOSE.**

The Texas Department of Family and Protective Services (DFPS), and the Commissioners' Court of Hunt County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

**II. AGREEMENT TERM.**

This Agreement starts on October 1, 2018, and ends on September 30, 2025 unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

**III. COUNTY RESPONSIBILITIES.**

The County agrees:

- A. To establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005.
- B. That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.
  - 1. Initially members will be appointed to serve the following terms:
    - a. Third of the members to three-year terms;
    - b. Third of the members to two-year terms; and
    - c. Third of the members to one-year terms.
  - 2. In successive years, from two to five new members will be appointed.
  - 3. Members will serve at the pleasure of the Commissioners Court and without compensation.
- C. To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

**IV. BOARD RESPONSIBILITIES.**

DFPS and the County agree that the Board will have the following responsibilities.

- A. Assist the DFPS in identifying and meeting the needs of the children in the County.
- B. Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.



**COUNTY CHILD WELFARE SERVICES  
NON-FINANCIAL AGREEMENT**

- C. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this Agreement.

**V. DFPS RESPONSIBILITIES.**

DFPS agrees:

- A. To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B. To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

**VI. GENERAL TERMS AND CONDITIONS.**

DFPS, County and the Board agree to comply with the following.

**A. Amendments.**

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

**B. Termination.**

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

**C. Background Checks and Removal.**

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at [http://www.dfps.state.tx.us/handbooks/Background\\_Checks/default.asp](http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp), including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business

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days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

### **D. Confidential Information.**

1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
  - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
  - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
  - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
  - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
  - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
  - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2; 42 CFR Part 2;
  - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
  - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
  - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
  - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
  - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
  - m. Texas Public Information Act, Texas Government Code Chapter 552;
  - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
  - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.



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4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
  - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
  - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
  - c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

### **E. Records Retention.**

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.
2. **COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.**

### **F. Anti-Discrimination.**

1. County agrees to comply with state and federal anti-discrimination laws, including:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
  - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
  - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
  - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
  - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
  - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.
6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and procedures.
7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

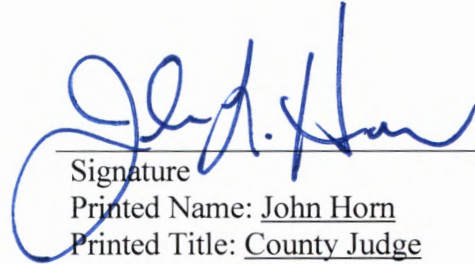
**COUNTY CHILD WELFARE SERVICES  
NON-FINANCIAL AGREEMENT**

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party

**Texas Department of Family  
and Protective Services**

**Hunt County Texas**

\_\_\_\_\_  
Signature  
Printed Name: Kristene Blackstone  
Printed Title: Associate Commissioner CPS

\_\_\_\_\_  
  
Signature  
Printed Name: John Horn  
Printed Title: County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
8-28-2018  
Date