## TYLER COUNTY COMMISSIONERS COURT SPECIAL MEETING August 24, 2010 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 24th day of August. 2010 the Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to wit:

MARTIN NASH COMMISSIONER, PCT. #1

**RUSTY HUGHES** COMMISSIONER, PCT. #2, Presiding

MIKE MARSHALL COMMISSIONER, PCT. #3 JACK WALSTON COMMISSIONER, PCT. #4 DONECE GREGORY COUNTY CLERK, EX OFFICIO

The following were absent: Judge Blanchette thereby constituting a quorum. In

addition to the above were:

JACKIE SKINNER **COUNTY AUDITOR** SHARON FULLER **COUNTY TREASURER** 

A motion was made by Commissioner Walston and seconded by Commissioner Marshall to approve the contract with Department of State Health Services for remote access to issue birth certificates by the County Clerk's office. All voted yes and none no. SEE ATTACHED CONTRACT

A motion was made by Commissioner Marshall to approve the official bond for Jackie Skinner, County Auditor. Commissioner Walston seconded the motion. All voted yes and none no. SEE ATTACHED BOND

A motion was made by **Commissioner Walston** to approve the **official bond** for Carol Anne Dowdy, assistant to the County Auditor. Commissioner Nash seconded the motion. All voted yes and none no. SEE ATTACHED BOND

A motion was made by Commissioner Nash to adjourn the meeting. Commissioner Walston seconded the motion. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:32 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on August 24, 2010.

Witness my hand and seal of office on this the 25<sup>th</sup> day of August, 2010.

Attest:

Donece Gregory, County C

Tyler County, Texas

Texas

Form 862-A-12-2006



# OFFICIAL BOND AND OATH

THE STATE OF TEXAS  County of Tyler	ss			
KNOW ALL PERSONS BY THESE PRESE	ENTS:	BOND I	No. 24795876	
That we, <u>Jackie Skinner</u> WESTERN SURETY COMPANY, a corpor				
and bound unto District Judge(s)			, his succ	essors in office,
in the sum of $\frac{2}{2}$ Fourteen Thousand a for the payment of which we hereby bind out these presents.				
Dated this 29th day of		July		2010
THE CONDITION OF THE ABOVE Of the26th day of to the office of Auditor a term of Indefinite year of to and of are to to and to	$\underline{\qquad} \underline{\text{July}}$ $\underline{\qquad} \text{in and for } \underline{\text{3}}\underline{\text{Tyle}}$	, <u>2010</u>	, dulyApp (Elected County, Sta	ointed —Appointed) ate of Texas, for
NOW THEREFORE, if the said Principle him by law as the aforesaid officer, and shat faithfully perform the duties	ll <sup>4</sup> s of county audit	cor.	scharge all the du	ties required of
PROVIDED, HOWEVER, that regardle claims which him be loade against this be liability of the Surety for any and all claims. Any evision of the bond amount shall not be provided in payable stating that, not terminate as to subsequent acts of the Prince	ess of the number of yoond, the liability of the state of	ears this bond may reme Surety shall not be this bond shall not the Surety by sending days thereafter, the Surety by sending the surety by sending days thereafter, the Surety by sending days thereafter are surety by sending days there are surety by sending days the surety by sending days days days days days days days days	e cumulative and exceed the amouring written notice Surety's liability h	to the party to

Page 1 of 3

paaaaaaaaaaaaa weestern surety company . One of America's oldest bonding companies

# ACKNOWLEDGMENT OF PRINCIPAL

) ss	
County of ICICC	
Before me, Paula Gibbs	on this day, personally appeared
	, known to me to be the person whose name is subscribed to
	executed the same for the purposes and consideration therein
expressed.  Or Given under my hand and seal of office at	Texas, this
Ah day of Jell , &	010
	Haur Gabb
PAULA GIBBS Notary Public, State of Texas	1
SEAL Notary Fubility States My Commission Expires November 22, 2010	County, Texas
NOVERILLE NOVERI	
	OF OFFICE NERS and COUNTY JUDGE)
(COUNTY COMMISSION	NERS and COUNTT JUDGE)
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	, do solemnly swear (or affirm) that I will faithfully execute
	, of the State of and defend the Constitution and laws of the United States
and of this State; and I furthermore solemnly swear (or a	affirm) that I have not directly nor indirectly paid, offered, or
	any money, or valuable thing, or promised any public office or
	vote at the election at which I was elected; and I furthermore ndirectly, interested in any contract with or claim against the
County, except such contracts or claims as are expressly a	uthorized 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	· ·
Sworn to and subscribed before me at	· ·
Sworn to and subscribed before me at	· ·
Sworn to and subscribed before me at  SEAL	· ·
	, Texas, this day of
	, Texas, this day of
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SEAL OATH (	, Texas, this day of County, Texas
SEAL OATH ( (G) (G)	Texas, this day of County, Texas  OF OFFICE eneral)  do solemnly swear (or affirm) that I will faithfully
OATH O  I,	Texas, this day of County, Texas  OF OFFICE eneral) , do solemnly swear (or affirm) that I will faithfully, of the State of Texas,
OATH O  I,	Texas, this day of County, Texas County, Texas County, Texas , do solemnly swear (or affirm) that I will faithfully , of the State of Texas, this day of the Constitution and laws of the United States and of this
OATH O  I, JACKIE SKINNER  execute the duties of the office of County Au and will to the best of my ability preserve, protect, and def State; and I furthermore solemnly swear (or affirm) that pay, contributed, nor promised to contribute any money, o	County, Texas  OF OFFICE eneral)  , do solemnly swear (or affirm) that I will faithfully  of the State of Texas, find the Constitution and laws of the United States and of this I have not directly nor indirectly paid, offered, or promised to r valuable thing, or promised any public office or employment,
OATH O  I,ACKIE SKINNER  execute the duties of the office ofCounty_AC  and will to the best of my ability preserve, protect, and def  State; and I furthermore solemnly swear (or affirm) that	County, Texas  OF OFFICE eneral)  , do solemnly swear (or affirm) that I will faithfully  of the State of Texas, find the Constitution and laws of the United States and of this I have not directly nor indirectly paid, offered, or promised to r valuable thing, or promised any public office or employment,
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OATH (  (G.  I,	County, Texas
OATH O  I, JACKIE SKINNER  execute the duties of the office of County Au and will to the best of my ability preserve, protect, and def State; and I furthermore solemnly swear (or affirm) that pay, contributed, nor promised to contribute any money, o	Texas, this day of
OATH (  I,	County, Texas
OATH (  I,	County, Texas

THE STATE OF TEXAS County ofTyler	
The foregoing bond ofJackie Skinner in and for Tyler County and State approved in open Commissioner's Court.	as of Texas, this day
ATTEST. Date 8/24/10  Clerk squas & Canche	
County Court Tyler County TYLEQ	_ County, Texas
THE STATE OF TEXAS  County ofTyler	, 2010 , at 2010 , at
WITNESS my hand and the seal of the County Court of said County, at office in Woodvil  Texas, the day and year last above written.  DONECE GREGORY  By Deputy County Court Tyler	Clerk
ACKNOWLEDGMENT OF SURETY (Corporate Officer)	
STATE OF SOUTH DAKOTA ss	
County of Minnehaha	
Before me, a Notary Public, in and for said County and State on this <u>29th</u> day of	July,
<u>2010</u> , personally appeared <u>Paul T. Bruflat</u> to me known to person who subscribed the name of WESTERN SURETY COMPANY. Surety, to the foregoing in aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and free and voluntary act and deed of such corporation for the uses and purposes therein set forth.	strument as the
S. PETRIK  SEAL SOUTH DAKOTA  My Commission Expires August 11, 2010	Notary Public

Texas



# OFFICIAL BOND AND OATH

THE STATE OF TEXAS  County of Tyler   ss	
KNOW ALL PERSONS BY THESE PRESENTS:	BOND No. 24795878
That we, <u>Carol Anne Dowdy</u> WESTERN SURETY COMPANY, a corporation duly licensed to do but	, as Principal, and siness in the State of Texas, as Surety, are held
and bound unto <sup>1</sup> District Judge(s)	, his successors in office,
in the sum of $\frac{^2}{^2}$ Fourteen Thousand and $00/100$ for the payment of which we hereby bind ourselves and our heirs, executhese presents.	DOLLARS (\$14,000.00), itors and administrators, jointly and severally, by
Dated this 29th day of	
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, The the 27th day of July to the office of Assistant County Auditor in and for Tyler a term of Indefinite year commencing on the 27th NOW THEREFORE, if the said Principal shall well and faithfully him by law as the aforesaid officer, and shall faithfully perform the duties of office	
then this abligation to be void, otherwise to remain in full force and efference of the provided provided against this bond, the liability of the Surface of	his bond may remain in force and the number of rety shall not be cumulative and the aggregate s bond shall not exceed the amount stated above.

## ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS	
County of	
Before me. Paulas: bbs	on this day, personally appeared
	, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that h	ne executed the same for the purposes and consideration therein
expressed.	doi le, Texas, this
day of the	DID . , reads, tills
	La Cabbs
PAULA GIBBS	110000
SEAL Notary Public, State of Texas My Commission Expires	County, Texas
November 22, 2010	,
	OF OFFICE
(COUNTY COMMISSIO	ONERS and COUNTY JUDGE)
	, do solemnly swear (or affirm) that I will faithfully execute
the duties of the office of	, of the State of ct, and defend the Constitution and laws of the United States
• • • • • • • • • • • • • • • • • • • •	affirm) that I have not directly nor indirectly paid, offered, or
promised to pay, contributed, nor promised to contribute	e any money, or valuable thing, or promised any public office or
	a vote at the election at which I was elected; and I furthermore
	indirectly, interested in any contract with or claim against the
	indirectly, interested in any contract with or claim against the authorized by law and except such warrants as may issue to me
County, except such contracts or claims as are expressly	authorized by law and except such warrants as may issue to me
County, except such contracts or claims as are expressly as fees of office. So help me God.	authorized by law and except such warrants as may issue to me  Signed
County, except such contracts or claims as are expressly as fees of office. So help me God.	authorized by law and except such warrants as may issue to me
County, except such contracts or claims as are expressly as fees of office. So help me God.	authorized by law and except such warrants as may issue to me  Signed
County, except such contracts or claims as are expressly as fees of office. So help me God.  Sworn to and subscribed before me at	authorized by law and except such warrants as may issue to me  Signed, Texas, this day of
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County, except such contracts or claims as are expressly as fees of office. So help me God.  Sworn to and subscribed before me at	authorized by law and except such warrants as may issue to me  Signed, Texas, this day of
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County, except such contracts or claims as are expressly as fees of office. So help me God.  Sworn to and subscribed before me at  SEAL  OATH	authorized by law and except such warrants as may issue to me  Signed, Texas, this day of County, Texas  OF OFFICE General)
County, except such contracts or claims as are expressly as fees of office. So help me God.  Sworn to and subscribed before me at  SEAL  OATH  I. AROL HANE DOW	authorized by law and except such warrants as may issue to me  Signed
County, except such contracts or claims as are expressly as fees of office. So help me God.  Sworn to and subscribed before me at  SEAL  OATH  I,	Signed, Texas, this day of
Sworn to and subscribed before me at  SEAL  OATH  I,	authorized by law and except such warrants as may issue to me  Signed
Sworn to and subscribed before me at  SEAL  OATH  I, AROL HAVE DOWG  execute the duties of the office of ASSISTO  and will to the best of my ability preserve, protect, and dispay, contributed, nor promised to contribute any money,	Signed, Texas, this day of
County, except such contracts or claims as are expressly as fees of office. So help me God.  Sworn to and subscribed before me at  SEAL  OATH  I, AROL HANE DOWG  execute the duties of the office of ASSISTO  and will to the best of my ability preserve, protect, and d  State; and I furthermore solemnly swear (or affirm) tha	Signed, Texas, this day of
Sworn to and subscribed before me at  SEAL  OATH  I, AROL HAVE DOWG  execute the duties of the office of ASSISTO  and will to the best of my ability preserve, protect, and dispay, contributed, nor promised to contribute any money,	Signed, Texas, this day of
Sworn to and subscribed before me at  SEAL  OATH  I, AROL HAVE DOWN  execute the duties of the office of and will to the best of my ability preserve, protect, and d State; and I furthermore solemnly swear (or affirm) that pay, contributed, nor promised to contribute any money, as a reward for the giving or withholding a vote at the electrons as a few and solemnia or contribute any money, as a reward for the giving or withholding a vote at the electrons as a few and solemnia or contribute any money.	Signed, Texas, this
SEAL  OATH  I,AROL_ ANNE DOWG  execute the duties of the office of and will to the best of my ability preserve, protect, and distance, and I furthermore solemnly swear (or affirm) that pay, contributed, nor promised to contribute any money, as a reward for the giving or withholding a vote at the elections.	Signed, Texas, this day of
SEAL  OATH  I,	Signed
SEAL  OATH  I,	Signed, Texas, this

	Carol Anne Dowdy in and for oner's Court.		County and Sta	as ate of Texas, this day
ATTEST:		Date 8	24/10	
County Court	Clerk Tyler County	TYCE	24 /10 24 /10 2	<b>Left</b> ounty Judge, County, Texas
THE STATE OF TEXAS County ofTyler	ss			
I,		uly day of Augus day of Augu	st	with its certificates of $\frac{2010}{2010}$ , at $\frac{2010}{2010}$ , at
WITNESS hand and	i the seal of the County Court	of said County at off	ico in Waladvill	.e ,
Texas, the day and year last	above written.		Donece Gregor	Clerk
Texas, the day and year last		County Cour	Donece Green	Clerk
Texas, the day and year last	above written.		Donece Gregor	Clerk
Texas, the day and year last	above written.  Deputy  ACKNOWLEDG		Donece Gregor	Clerk
Texas, the day and year last	ACKNOWLEDG (Corpor	County Cour	Donece Gregor	Clerk
Texas, the day and year last  By	ACKNOWLEDG	County Cour	Donece Gregor	Clerk
Texas, the day and year last  By  STATE OF SOUTH DAKOT.  County of Minnehaha	ACKNOWLEDG (Corpor	County Cour	Donece Gregor	Clerk County
By	ACKNOWLEDG (Corpor A) ss  plic, in and for said County and	County County  MENT OF SURETY rate Officer)  d State on this29t  T. Bruflat  TY COMPANY, Sured the same as his free	Donece Gregor  Tyler  Tyler  day of to me know ety, to the foregoing e and voluntary act a	Clerk  County  July  vn to be the identical instrument as the

#### **DEPARTMENT OF STATE HEALTH SERVICES**



This contract, number <u>2011-036256-001</u> (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and <u>TYLER COUNTY</u> (Receiving Agency), a <u>Government Entity</u>, (collectively, the Parties).

- 1. <u>Purpose of the Contract.</u> Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.
- 2. <u>Total Amount of the Contract</u>. The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.
- 3. <u>Term of the Contract.</u> This Contract begins on 09/01/2010 and ends on 08/31/2012. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 4. <u>Authority</u>. Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.
- 5. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

## 6. Statement of Work.

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. <u>Pavee.</u> The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services

Address: 1100 West 49th Street

Austin, Texas 78756-3199

Vendor Identification Number: 35375375371000

#### 8. Payment Method.

Fee for Service

92648-1

Receiving Agency agrees to reimburse Performing Agency \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

- 9. <u>Billing Instruction</u>. Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.
- 10. <u>Confidentiality</u>. Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.
- 11. Security of Patient or Client Records. Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

- 12. <u>Suspension of Services Under This Contract.</u> In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.
- 13. <u>Liability for Harm.</u> It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

92648-1

14. <u>Termination</u>. This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that is has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving 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.

## 15. Terms & Conditions.

- **A.** Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.
- **B.** Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.
- C. Exchange of Client-Identifying Information. Except as prohibited by other law, Receiving Agency and Performing Agency shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code §614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.
- **D. Records Retention**. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at <a href="http://www.dshs.state.tx.us/records/schedules.shtm">http://www.dshs.state.tx.us/records/schedules.shtm</a>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- E. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent

and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

- **F. Legal Notice**. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.
- G. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.
- **H.** Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.
- I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

## J. Inspections.

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

#### K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

## L. Credits.

Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

16. <u>Entire Agreement.</u> The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES TYLER COUNTY Signature of Authorized Official COUNTY JUDGE JACQUES L. BLANCHETTE Bob Burnette, C.P.M., CTPM Printed Name and Title Director, Client Services Contracting Unit 100 W. BLUFF/RM. 102 Address 1100 WEST 49TH STREET WOODVILLE, TX City, State, Zip AUSTIN, TEXAS 78756 409. 283 - 2141 Telephone Number (512) 458-7470 Bob.Burnette@dshs.state.tx.us JUDGE @ CO. TYLER . TX. US

E-mail Address for Official Correspondence



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Tuesday August 24, 2010 8:30 AM

MARTIN NASH Commissioner, Pct. 1

RUSTY HUGHES Commissioner, Pct. 2 JACQUES L. BLANCHETTE County Judge

MIKE MARSHALL Commissioner, Pct. 3

JACK WALSTON Commissioner, Pct. 4

NOTICE Is hereby given that a Special Meeting of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

# Agenda

"the wisdom to know the right thing and the courage to do it"

#### CALL TO ORDER

Establish Quorum

#### I. CONSIDER/APPROVE:

A. Contract with Department of State Health Services for remote access to issue birth certificates -

B. Official Bond for Jackie Skinner - Jackie Skinner, County Auditor

C. Official Bond for Carol Anne Dowdy – J. Skinner

8:32 Am

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on Hugust 20

2010 Time //:25Ax

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court