

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
December 27, 2012 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 27th day of December, 2012 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:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
SANDRA MATKIN	DEPUTY COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above were:
JACKIE SKINNER COUNTY AUDITOR
LYNNETTE CRUSE TAX ASSESSOR/COLLECTOR

Commissioner Marshall motioned to approve the **line item transfers and budget amendments**, as submitted by the **County Auditor**. **Commissioner Nash** seconded the motion. All voted yes and none no. SEE ATTACHED LINE ITEM TRANSFERS

A motion was made by **Commissioner Marshall** and seconded by **Commissioner Nash** to renew the **IBM Service Suite contract** with NetData. All voted yes and none no.

Commissioner Walston motioned to adopt the resolution regarding **Inmate Medical and Indigent Care**. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED RESOLUTION.

A motion was made by **Commissioner Walston** to approve the **contract** for software from Indigent Healthcare Solutions for **Inmate Medical & Indigent Care**, as requested by the **County Auditor**. **Commissioner Hughes** seconded the motion. The monthly cost is \$955. Judge Blanchette added that this service would be available to Tyler County Hospital at no cost to them All voted yes and none no. SEE ATTACHED PROPOSAL

A motion was made by **Commissioner Nash** to approve the rental of a **postage machine** from Pitney Bowes, as requested by Lynnette Cruse. The motion was seconded by **Commissioner Marshall**. All voted yes and none no.

Judge Blanchette motioned to approve the **official bonds** for officials taking office January 1, 2013. The motion was seconded by **Commissioner Walston**. All voted yes and none no. SEE ATTACHED BONDS

Judge Blanchette acknowledged Mary Ann Rosier's service to the County at the Emergency Management office. Dale Freeman accepted on her behalf.

The Court was made aware that a vacancy will occur in one of the **Justice of Peace** positions. He will be working as a deputy in the Sheriff's department. The court will meet on January 2nd at 9:30 a.m. to fill the vacancy.

Executive Session was not held.

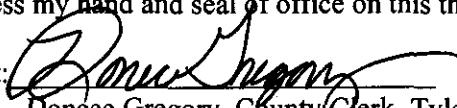
Commissioner Walston motioned and Commissioner Marshall seconded the meeting to be adjourned. All voted yes and none no.

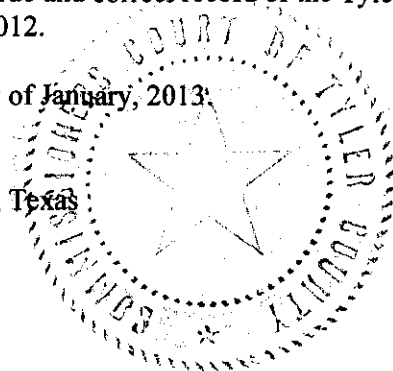
THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

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 December 27, 2012.

Witness my hand and seal of office on this the 11th day of January, 2013.

Attest:


Donece Gregory, County Clerk, Tyler County, Texas





DATE: 12/11/12

PAGES: 1

TO: Tyler County

FROM: Lori Timko
IT Admin Support
NET Data Corp.
1110 Enterprise Drive
Sulphur Springs, Tx 75482
Fax: (903) 885-1604
lori@netdatacorp.net

FAX:

RE: IBM iSeries Hardware &
Software Maintenance Quote

* * * * *

Your current IBM Service Suite contract for hardware & software coverage on your IBM 9407 model 515 is due to expire in **2/13/2013**. To continue coverage, please review and call, fax or email me so I can process your request.

1 year \$3,241.19

IBM Service Suite OnSite Repair/Exchange services include IBM parts and labor, 7 days a week, 24 hours a day. This also covers IBM telephone support, ordering of new IBM operating system release upgrades, ordering of PTF's, and CUME packs (accumulative PTF sets).

Please note: IBM charges an "After License Fee" if there is any lapse in coverage. To avoid any late fees, please renew prior to the expiration date listed above.

If you have any questions, please don't hesitate to contact me.

Thank you,

Lori Timko

Note: If this is acceptable, please authorize below and fax or email back to me.

I concur: _____

Date: _____



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday December 27, 2012 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

STATE OF TEXAS

§

RESOLUTION

COUNTY OF TYLER

§

INMATE AND INDIGENT HEALTHCARE RESOLUTION

A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO THE HEALTHCARE PROVIDERS AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT RATES FOR THE CARE OF INMATES IN THE CUSTODY OF TYLER, COUNTY, OR INDIGENT CITIZENS OF TYLER COUNTY.

On this 27th day of December, 2012, the Tyler County Commissioners' Court convened in a regular meeting of said Court, at the Courthouse located in Woodville, Texas, with the following members present, to wit:

County Judge	Jacques L. Blanchette
Commissioner Precinct 2	Rusty Hughes
Commissioner Precinct 3	Mike Marshall
Commissioner Precinct 4	Jack Walston

and among other proceedings, on motion of _____, seconded by _____, duly put and carried, having found that all prerequisites of Law have been met, the following RESOLUTION was passed.

BE IT RESOLVED that, pursuant to prior Commissioner Court action and applicable law, the Commissioner's Court of Tyler County hereby resolves and authorizes that effective on January 1, 2013, Tyler County will only pay current indigent or Medicaid rates for all doctor's office calls, hospital visits, medical surgical procedures and diagnostic procedures (including lab and x-ray), and drugs provided to inmates who are in the custody of Tyler County or indigent citizens of Tyler County, and hereby authorizes the sending of written notice by the Tyler County Judge's office to all healthcare providers and pharmacies notifying them that Tyler County will only pay current indigent or Medicaid rates for all doctor's office calls, hospital visits, medical and surgical procedures and diagnostic procedures (including lab and x-ray), and drugs provided to inmates who are in the custody of Tyler County or indigent citizens of Tyler County.

CONSIDERED AND APPROVED this the 27th day of December, 2012.

Martin Nash
Commissioner, Pct. 1

James (Rusty) Hughes
Commissioner, Pct. 2

Mike Marshall
Commissioner, Pct. 3

Jack Walston
Commissioner, Pct. 4

Jacques L. Blanchette, County Judge

ATTEST: _____
Donece Gregory, County Clerk

December 12, 2012

Honorable Jacques L. Blanchette
Tyler County Judge
Tyler County Courthouse
100 W. Bluff, Room 102
Woodville, TX 75979

Re: Windows Based Software Proposal

Dear Judge Blanchette:

Indigent Healthcare Solutions Ltd, (IHS) wanted to present you with a written proposal for the browser-based indigent health care software demonstrated to you on December 11, 2012.

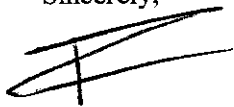
As you may recall from our visit, IHS bases our costs on the number of "concurrent users" that a customer licenses. We believe that Tyler County would require one concurrent user for a total monthly cost of \$955.00

The prices we discussed were:

- First Concurrent User \$ 945.00 Per Month
- CPT™ Codes¹ \$ 10.00 Per Month

Thank you for your interest in IHS. Please let me know if I may be of further assistance or if I can answer any questions. I can be reached toll free at (800) 834-0560.

Sincerely,



Robert Baird
President

Cc: Ms. Jackie Skinner, Tyler County Auditor

¹ \$10.00 per month – per concurrent user

Data Processing Services Agreement

THIS AGREEMENT is entered into and executed on the date set forth below, by and between Indigent Healthcare Solutions, Ltd. ("IHS"), having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, and Tyler County ("County") with administrative offices located at 100 West Bluff Street, Woodville, Texas 75979:

Check one:	<input type="checkbox"/> Onsite Installation	<input checked="" type="checkbox"/> Hosted Installation
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WHEREAS, the Commissioners Court of the County has determined that a public necessity exists to preserve, store, process, retrieve and organize certain data and information of the County in order to prevent material losses to the County and to comply with the terms and conditions of the Texas Indigent Health Care and Treatment Act, Texas Health & Safety Code, Subtitle C, Chapter 61 (the "Act");

WHEREAS the Commissioners Court of the County has determined that it needs to contract for data processing services; and

WHEREAS, the Commissioners Court of the County has determined that such data processing services would be best provided by IHS; and

WHEREAS, IHS is willing to enter into this agreement upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO PROVIDE SERVICES

The County agrees to retain IHS as an independent contractor, and IHS agrees to provide service to the County upon the terms and conditions hereinafter stated.

2. TERM

This Agreement shall have an Initial Term of Two (2) years commencing on February 1, 2013, and continuing to and including February 1, 2015.

This Agreement shall automatically renew for successive Renewal Terms of term equal to the Initial Term unless either party notifies the other in writing no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other party; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years as provided by Texas Local Government Code section 271.009, or such other total term as permitted from time to time under applicable law.

3. POST-EXPIRATION ASSISTANCE

Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, IHS will assist in the transferal of the County's data files in the possession of IHS pursuant to this Agreement, including conversion of such data to an other data format usable by the County; provided, however, that use of such format does not violate the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees to and costs incurred by IHS for such transferal or reformatting of data, at IHS's then-prevailing rates for time and materials, and any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4. AUTHORIZATION

The County Judge of the County certifies that all appropriate steps to legally enter into this Agreement have been taken on behalf of the County, that the matter has been approved by the Commissioners Court and that the terms of this Agreement are understood and agreed by County. Moreover, the County Judge certifies that all laws, rules and regulations as well as any local governmental rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

5. BREACH, INVALIDATION OR EARLY TERMINATION

This Agreement shall automatically terminate upon the occurrence of any one or more of the following, whether or not notice is given to County, unless IHS in its sole discretion elects to continue to provide the Services under the terms of this Agreement: (i) any attempt or offer by County to transfer, sublicense or assign, or any actual transfer, sublicense or assignment of, this Agreement, the License Agreement, or any rights or obligations arising under either of these; (ii) because of any change in applicable law or regulation, or order of any court, regulatory agency or other instrumentality of government having jurisdiction and authority, which change or order has or likely will have the effect, as determined in the sole judgment of IHS, of substantially altering, or making impracticable IHS' performance of, the material terms and conditions of this Agreement or the License Agreement; or (iii) any assignment or transfer, whether actual or constructive, by operation of law or lawful order, including but not limited to a receiver or trustee in bankruptcy taking possession, or an assignment for the benefit of creditors.

IHS shall have the right to terminate this Agreement immediately upon the material breach of this Agreement or of the License Agreement by County or any of its officers, elected officials, employees, agents or other representatives, by the giving of written notice to County, stating the reasons for such termination.

IHS reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of intellectual property or intellectual property rights, or for unfair competition or trade practices, or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant licensor of IHS, or the County or any of County's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to County by IHS, stating the reason for such termination. In the event of such termination, IHS will make a good faith effort to assist County to arrange for substitute services; and IHS shall have the option, in lieu of such termination, to offer to provide reasonable substitute services on terms and conditions (if different than those specified in this Agreement with regard to obligations of IHS other than as to specific equipment, software and other materials) to be agreed by the parties.

The License Agreement shall terminate, without necessity of notice to County, upon termination or expiration of this Agreement, unless otherwise expressly agreed in writing by IHS.

If this Agreement is terminated or invalidated pursuant to Section 6 (except as otherwise expressly provided in this Agreement for termination under such section) or by County's breach, including but not limited to breach of the terms of any software or other license applicable to equipment or software used or provided by IHS in providing the Service, or invalidated by operation of law or lawful order, IHS shall have no duty to assist County as described by Section 3.

In the event of termination for any reason prior to the Expiration Date of the term hereof or any renewals thereof, IHS shall have the right immediately to reclaim possession of any of its property in the possession or under the control of the County (or any of its employees, officers, elected officials, agents or other representatives), including IHS programs (including but not limited to the Programs specifically licensed in the Non-Exclusive License Agreement, **Attachment B** hereto ("License Agreement")), data, and related documentation or other support materials, and County shall have a duty to immediately return all such items and any and all copies of such items in its possession or under its control to IHS, and shall immediately refrain from using same; and in addition County promptly shall identify to IHS in writing any persons or entities, including County's employees, officers, elected officials, agents or representatives as well as third parties, that the County or any of its employees, officers, elected officials, agents or representatives know or reasonably suspect still possess or are using in whole or part any such IHS Property.

6. SUBJECT TO APPROPRIATION

This Agreement shall continue in force as set forth in Paragraph 2 above, subject only to the following limitation: The obligation of the County to make payments under this Agreement is subject to annual appropriation by the County in its budget of funds to make such payments.

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been appropriated; provided, that the County will remain responsible for costs and fees accrued hereunder for periods prior to such non-appropriation termination; and provided, further, that any assistance provided to County by IHS in the transferal of County data, including but not limited to any conversion or formatting of data, shall be provided by IHS under the provisions of Section 3, and County's obligation there under to pay for such services shall not be excused by reason of the non-appropriation of funds for the Agreement as a whole.

County certifies that it has available funds for payment of this Agreement during the initial fiscal year of the County in the Initial Term hereof. Further, County agrees that it will notify IHS at least ninety (90) days prior to the end of its fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this Agreement is not terminated pursuant to this section, then on or before ten (10) days before the beginning of each County fiscal year during the applicable term hereof, the County shall provide written certification that adequate funds have been appropriated by the County for the payment in full required under this Agreement for such fiscal year.

7. SERVICES

During the Initial Term or any Renewal Term hereof, IHS shall provide data processing services to the County and its various specified departments, as described in **Attachment A** hereto ("Scope of Services and Schedule of Equipment") (the "Services"). IHS shall render the Services to the County as may be reasonably requested from time to time by the County. The Services will be provided either by utilizing equipment specified in **Attachment A** that is installed and operated by IHS on the premises of the County, as contemplated below in this Section 7 and in Section 16, or by Hosted Services based on servers located at an IHS site.

The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Attachment A** hereto; *provided*, that no more than the Concurrent User Number may access or use the Program(s) at any given time. The Client shall assign a unique User Identification Number to each authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

"User" shall mean a County employee who is authorized to access and use the Services.

"User Number" shall mean the maximum number of County employees who are authorized to access and use the Services, *i.e.*, the maximum number of Users.

"Concurrent User Number" shall mean the maximum number of Users who are authorized to access and use the Services at any given time.

IHS agrees to provide training to the County's personnel in the various County departments utilizing the Services hereunder, when, in the opinion of both parties, it will further the intent of this Agreement and facilitate and expedite the provision of the Services; provided, that only the initial orientation described below is included as part of the Monthly Fee.

The County acknowledges that certain computer programs will be utilized or otherwise made available by IHS in its provision of the Services hereunder, and that these programs (the "Programs") and their use by the County or on its behalf or for its benefit shall be governed by the companion License Agreement (**Attachment B**), which is hereby incorporated into this Agreement, and by other applicable terms of this Agreement. In the event of a conflict between the terms of this Agreement or any amendment hereto and the License Agreement as it may be amended from time to time, the terms of the License Agreement shall control.

Initial Installation of the IHS Programs by IHS for the Services shall occur after an initial orientation of appropriate County personnel by IHS, to be arranged as specified in Section 17.E below. As contemplated in Section 17.E, the initial orientation shall be at no additional charge to the County if it is performed at IHS's offices in Conroe, Texas, or at a location in County's offices; but if the County elects to have such initial orientation at another location, or additional orientation sessions, the County shall be responsible for fees and reasonable costs associated with the provision of such orientation, regardless of location, at IHS's then-prevailing time and materials rates, including costs and expenses of IHS travel and reasonable per diem expenses.

Initial Installation of the Programs and equipment for the Services shall be performed at no additional cost to the County.

IHS will provide a server on which IHS Programs will be installed and operated by IHS that will be connected to the County's network as appropriate for access by the County. That server may be located at a site on County's premises ("Onsite Installation") or at a remote site of IHS's choosing ("Hosting Site"), as specified in **Attachment A** hereto.

For Onsite Installation. After Initial Installation, access and maintenance of the Programs by IHS for Onsite Installation will be by remote access. The County shall be responsible for the provision of satisfactory remote access by IHS, as contemplated in Section 17.F below. After Initial Installation, any trips by IHS to the Onsite Installation site that may be required for maintenance, upgrades or other purposes shall be billed to the County on a time and materials basis, including costs and expenses of IHS travel and reasonable per diem expenses, and the County agrees to pay such charges, costs and expenses. The County will be responsible for all data backup for Onsite Installations, as provided in Section 17.C.

For Remote Installation. In the event Hosting has been selected by County, IHS will provide the Services utilizing server(s) located at IHS site(s) ("Hosted Services") rather than at a County site. Access to the Hosted Services by the County will be via the Internet accessible from County workstations or other appropriate computer equipment, as applicable. IHS will provide security and access limitation at the Hosting installation site(s) in the form of the methods and procedures stated in **Attachment A** hereto as part of the Hosted Services, at no additional cost to the County. IHS will be responsible for data backup. The County will be responsible for obtaining and maintaining suitable Internet access via a reliable and competent Internet Service Provider ("ISP") or other suitable access provider or method (such as a virtual private network), and for providing and maintaining suitable internal local area networks and other infrastructure suitable to achieve such Internet access from the workstations or other locations from which the County will access the Hosted Services.

The County is responsible for all costs related to achieving such Internet access to the Hosted Services server(s), including but not limited to any costs of equipment, equipment and software installation and maintenance required to achieve such Internet access, and the costs of service by its ISP or other means of Internet access. The ISP (or other method of Internet

access) must provide reliable Internet access, with the minimum performance criteria identified in Attachment A. The County shall identify its proposed ISP (or other method of Internet access) and provide appropriate supporting detail and technical specifications about the ISP (or other method of access) service to IHS for approval, the giving or denying of which shall be based on IHS's best professional judgment. If, in IHS's sole judgment, the County's proposed ISP (or other method of Internet access) has capabilities inadequate to permit appropriately reliable, accurate and fast access to the Hosted Services, or if an ISP (or other method) used by the County, even if previously approved by IHS, has provided inadequate or unreliable access, on written request by IHS, the County agrees promptly to replace the ISP (or other method) with another having suitable capability and performance record, subject to IHS's approval.

If, having elected Hosted Services against IHS's advice to do so based on IHS's assessment that available ISPs (or other methods) will not provide the County with adequate access to Hosted Services, or if available ISPs (and other methods) lack or have shown by performance to lack ability to provide adequate and reliable access to Hosted Services, IHS may request in writing that the County convert to an Onsite Installation; if the County elects not to do so, IHS may at its sole discretion terminate this Agreement without penalty or further obligation to the County, other than the obligation to return the County's data to it and to assist the County with data conversion specified in Section 3. Conversion to an Onsite Installation, if elected by the County will be at the County's expense, with costs of IHS-provided equipment (including Onsite server(s)) and Onsite Initial Installation at County expense, at IHS's then-prevailing rates for labor and equipment, and including per diem and reasonable travel expenses for any IHS personnel visits to the new site.

8. SPECIAL SERVICES

IHS will from time to time provide the County with such special services or supplies outside the stated scope of the Services but related thereto as may reasonably be requested or approved by the County, and for which special services funds have been appropriated, including but not limited to: special data entry services, such as conversion, program and test data keypunching, and other data entry; computer runs; or industrial or systems engineering services; provided, that the County and IHS agree upon the fees and costs therefore, that the County approves, in writing, payment for such special services, and certifies in writing that appropriated funds are available to pay for such special services. Special services shall include conversion, formatting or other handling of data to be maintained or utilized by IHS under this Agreement, whether such data is provided to IHS by County or on County's behalf by a previous or existing third-party County service provider, as may be reasonable or necessary.

For any custom programming (*i.e.*, any programming or other services not identified in Attachment A) that is requested by County and which IHS agrees to provide, IHS shall provide County an estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the requested custom programming, based on IHS' then-prevailing rates for such custom programming services. County shall have the option thereafter to have the custom programming performed. Upon County providing a written certification that appropriated funds are available from current sources to pay for such custom programming services, IHS shall perform such services. IHS shall bill County, and County agrees to pay, for the actual time, materials and other costs and expenses incurred in performing the custom programming, at IHS' then-prevailing rates.

The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup (see section 17.C), restore (see section 17.C), or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IHF"; also referred to as protected health information, "PHI"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant County functions or procedures concerning such data or Access thereto, are compliant with the Health Insurance Portability and Accountability Act ("HIPAA"), 29 U.S.C. § 1181, et seq., and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may be achieve compliance with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, Access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible

for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses.

If IHS is requested to provide assistance to County to respond to any request made under the Texas Public Information Act, IHS shall be compensated by County for any such assistance that is outside the scope of the standard reporting specified in **Attachment A**, on a time and materials basis at IHS' then-prevailing rates.

9. OWNERSHIP AND CONFIDENTIALITY

The County's data files and the data contained therein shall be and remain the County's property. All the existing data and data files of the County shall be returned to it by IHS at the Expiration Date or upon earlier termination of this Agreement. The County's data shall not be utilized by IHS for any purpose other than that of rendering services to the County under this Agreement and will not be disclosed, sold, assigned, leased, or disseminated to third parties, by IHS, or commercially used or exploited by or on behalf of IHS, its employees or agents.

10. PROTECTION OF COUNTY DATA

IHS shall establish and maintain reasonable safeguards against the destruction or loss of the County's data in the possession of IHS, which safeguards shall at least meet the standards of safety maintained by the County for like data. As provided in Section 17.C below, for Onsite Installations, the County shall be responsible for daily and monthly backup of data.

11. MONTHLY FEES; INTEREST; TAXES

Commencing on February 1, 2013, and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereto, the County shall pay to IHS at its office in Montgomery County, Texas, as advance monthly fees for the Service, the sum of Nine Hundred Forty-Five Dollars (\$945.00) (the "Monthly Fee"), except that the initial payment shall be for the first and last month of the term in advance, that is, shall be equal to twice the Monthly Fee quoted in this section.

In the event the County elects to add additional equipment or software, or to request substitute equipment or software, during the term of the Agreement, IHS shall provide it, subject to availability and there being appropriated funds certified by the County in writing and sufficient to cover associated additional or increased costs and fees associated with such additional or replacement equipment and software. IHS may require an initial fee for the costs of providing the requested additional equipment or software. The Monthly Fee applicable thereafter may be increased by IHS as necessary to reflect any additional cost to IHS of providing, installing, maintaining, repairing and, as appropriate, operating each requested additional device and any associated software or licenses.

Timely payment in full of fees and other costs when due is a material obligation of the County. Payments are due within thirty (30) days of invoice by IHS. Amounts due and payable by County but not timely received by IHS shall accrue interest at the maximum rate permitted by law from the first day past due until paid.

County shall be responsible for any and all taxes or levies of any kind or character whatever that may be assessed or due on account of the Services, except any receipts taxes or income taxes of IHS. If County claims exemption from any particular tax or taxes, such as sales taxes, County must provide IHS with a copy of the applicable tax exemption certificate.

12. TERMINATION

Except as otherwise provided herein for immediate termination by IHS, if the County defaults in any required payments to IHS, or fails to perform any other material obligation hereunder, IHS shall notify the County in writing of such default, including a brief statement of the facts constituting the claimed default. If the County does not cause such default to be remedied within ten (10) days after receipt of such written notice, IHS shall have the right to terminate this Agreement with no further written notice to County and without penalty to IHS. Such termination for default will not relieve the County of its obligation to pay all fees and costs accrued or otherwise due and payable under this Agreement as of the date of such termination; and shall not operate to waive or diminish any other rights of IHS hereunder, or to obtain such other relief at law or in equity to which it may be entitled.

If IHS defaults in its obligations hereunder, County shall notify IHS in writing of such claimed default, including a statement of the facts asserted as the basis for such claimed default. IHS shall have a reasonable time after receipt of such written notice to review the County's claim and respond to County with an estimate of the time required to cure the claimed default. IHS shall then cause such default to be remedied within the estimated time. If timely cure is not made by IHS, the County shall have the right by further written notice to IHS to terminate this Agreement; provided, that such termination shall not operate to excuse County of payment for all costs and fees accrued hereunder prior to such termination. Except as provided in this Section and in Section 6, this Agreement shall not be cancelable by the County.

13. TIME REQUIREMENTS

IHS is not required to devote its efforts exclusively to the performance of this Agreement, and IHS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

14. INDEPENDENT CONTRACTOR

The parties contemplate and intend that the relationship of IHS to County at all times during the term of this Agreement and any extensions thereof shall be that of an independent contractor and not an employee of the County; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of IHS as an independent contractor. IHS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them. Other than as may be expressly provided herein to the contrary, IHS is and shall be the sole and exclusive owner of any and all work product or intellectual property it may create or cause to be created for or in relation to its provision of the Services to the County.

15. NOTICE

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to IHS:

INDIGENT HEALTHCARE SOLUTIONS
2040 Loop 336 - Suite 304
Conroe, Texas 77304

If to County:

Attn: Hon. Jacques L. Blanchette
Tyler County Judge
Tyler County Courthouse
100 W. Bluff St., Rm. 102
Woodville, TX 75979

16. SITE ENVIRONMENT; COUNTY LIABILITY FOR DAMAGE TO EQUIPMENT OR SITE ENVIRONMENT

The County shall provide a suitable installation and operation environment (the "Site Environment") for the computers and other equipment utilized by IHS in connection with this Agreement, in accordance with the applicable equipment manufacturer's requirements, a copy of which is available to the County upon request, and with any other requirements specified in **Attachment C** hereto ("Statement of Site Environment Requirements and Acknowledgment of Responsibility for Site Environment"). In the event the County does not provide or maintain the required Site Environment at any time during the term of this Agreement or any extensions thereof, IHS is authorized at its sole option either to terminate this Agreement by giving ten (10) days written notice, or to take such steps as may be reasonable or necessary under the circumstances, as determined by IHS in its sole judgment, to provide, restore or maintain the Site Environment, and the County shall reimburse IHS for all incurred costs of such provision, restoration or maintenance of the Site or any substitute Site.

If the County's officers, employees, or other agents or representatives misuse or in any way abuse or damage, by negligence or otherwise, equipment, software or documentation provided or operated by IHS in providing the Service, the County will be responsible for all costs associated with repair or replacement, as such repair or replacement is determined by IHS in its sole discretion to be needed or appropriate. In the event IHS provides computers or other equipment installed at a location on County property, then County will provide insurance coverage for loss or damage of such equipment and software, or related documentation, and also shall be responsible for all costs associated with repair or replacement. Notwithstanding the County's financial responsibility for any such repairs or replacements called for in this section, IHS shall be and remain the owner of such equipment, software, documentation and associated licenses.

Prior to the installation or operation of any computer equipment and related software by IHS for the provision of the Services, the County will execute a copy of **Attachment C**, which is hereby incorporated into this Agreement.

17. COUNTY ASSISTANCE

The County agrees to cooperate fully with IHS in the provision of the Services, and to make personnel available for the purpose of installation and training. Failure by County to make reasonable efforts to facilitate IHS' delivery of the Services shall not be a basis in whole or part for alleging non-performance by IHS. The following is intended to supplement and clarify the obligation of County to provide reasonable assistance to IHS in its provision of the Service, but in no way to limit or waive County responsibilities elsewhere stated or implied in this Agreement.

- A. County agrees to appoint a Services Coordinator and to notify IHS of such appointment in writing within seven (7) days of executing this Agreement. The Services Coordinator shall be IHS' contact person for providing the Service and for administering the License Agreement, and shall be responsible for coordination between the County and IHS pertaining to the Service, including but not limited to coordination and prioritization of day-to-day services by IHS and County requests for services or special services.
- B. County will make reasonable efforts to ensure that appropriate persons from all affected County offices and departments will attend any applicable training sessions. It shall be the responsibility of the Services Coordinator to announce and otherwise communicate to County's personnel information and notices concerning applicable scheduled training and installation, maintenance, or repair activities.
- C. For Onsite Installations, the County shall be solely responsible to provide daily and monthly backup of all data. IHS initially will provide seventeen (17) data tapes suitable for such backup, including five (5) tapes for daily weekday backup, and twelve (12) tapes for individual monthly backup. After the first twelve months, the County will purchase and use new tapes for each succeeding twelve-month period or part thereof to ensure the reliability of the tapes in use; and the County will retain the old tapes as needed to maintain backup data for the prior year. The parties agree this approach will be the most appropriate to ensure that PHI data will be suitably protected and preserved. It will be the County's responsibility to ensure that daily and monthly backups are timely performed and have integrity; that the backup tapes are properly stored and maintained; and that the rotation of weekly and monthly tapes occurs in proper order and that stored backup data is not inadvertently or prematurely over-written or erased. The County will be responsible for any costs associated with the acquisition, installation or operation of

backup equipment or software, and for any costs of restoring data. *IHS will not be responsible or liable in any way for loss of data or compromise of data quality or accuracy caused in whole or part by the failure of the County properly to perform backup or for the failure of integrity of such backup data or tapes.*

For Hosted Services, IHS will be responsible to conduct daily and monthly backup of County data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described in Attachment A.

- D. County shall cooperate fully with IHS in efforts by IHS to maintain any copyrights, trademarks or service marks, patents, trade secrets or other intellectual property or proprietary information in the Programs or other materials, equipment, software, or data provided or utilized by IHS in provision of the Services hereunder, including but not limited to directly assisting IHS as IHS may reasonably request, and in taking all actions and executing all documents necessary to the reasonable efforts of IHS to maintain and protect such intellectual property. Failure of County to provide such assistance shall constitute a material breach of this Agreement.
- E. Initial Installation of the Programs shall occur after an initial orientation of appropriate County personnel by IHS. IHS offers an initial orientation to County at its offices in Conroe, Texas, without additional charge. If County chooses to have the initial orientation at another location, it shall cooperate with IHS to schedule the orientation at a mutually convenient time and location, and County shall reimburse IHS for costs and expenses incurred by IHS personnel in travel to and from such other location, including without limitation, travel costs and expenses and reasonable per diem expenses, and shall pay IHS a reasonable fee, at IHS' then-prevailing rates for time (including travel) and materials, for such orientation services.
- F. IHS access to Onsite Installations. In order that IHS may provide remote support and maintenance for Onsite Installations, County shall be responsible for providing, at County's expense, suitable remote electronic access for IHS to the Programs, the server on which they are installed, and the applicable County network, including providing suitable access equipment as may be necessary, and any assistance that may be required from time to time to accomplish such access. For the purposes of this provision, unless otherwise expressly agreed by IHS in writing, "suitable remote electronic access" shall mean remote access using "suitable access equipment." and with the cooperation and assistance of County. The parties agree that a virtual private network ("VPN"), if available, would be the preferred method for such IHS remote electronic maintenance access because it would provide the currently most assured secure access considering HIPAA requirements and the confidential nature of health care data, including PHI. Thus, for the purposes of this provision, "suitable access equipment" shall mean, at a minimum, provision by County of a Web port, an FTP port, and a Telnet port, for the use of IHS, and, if practicable for County to provide, also a virtual private network accessible by IHS. If County fails or refuses for any reason to provide suitable remote electronic access to IHS including suitable access equipment, County agrees that it shall be responsible for paying, and shall pay, service fees and costs for any services provided by IHS that require on-site access by IHS, at IHS then-prevailing rates for time (including travel time) and materials, and including costs and expenses of travel for IHS personnel providing such services.
- G. Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases.
- H. County agrees to provide IHS with suitable workspace at or near the Site, including appropriate furnishings and the use of a telephone.

18. ASSIGNMENT

This Agreement shall be binding upon the successors and assigns of each party. Other than IHS' granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment, software or other materials furnished by IHS to County, or an assignment or transfer by IHS of all or substantially all of IHS' business or assets to a third party which expressly agrees to assume the duties and responsibilities of this Agreement, neither party may assign all or any of its rights or obligations hereunder without the express written consent of the non-assigning party.

19. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties concerning the subject matter hereof, but may be amended from time to time only by a writing duly executed by both parties.

20. APPLICABLE LAW; VENUE

This Agreement shall be construed under the laws of the State of Texas, its choice of laws provisions accepted, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable. Jurisdiction and venue shall lie exclusively in the state district courts of Travis County, Texas, or the federal district courts of the Western District of Texas, Austin Division.

21. INDEMNITY

TO THE EXTENT PERMITTED BY LAW, COUNTY SHALL INDEMNIFY AND HOLD IHS HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (HEREIN, "CLAIMS"), INCLUDING BUT NOT LIMITED TO CLAIMS CONCERNING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INFRINGEMENT OF INTELLECTUAL PROPERTY, ASSERTED AGAINST IHS BY ANY PERSON (INCLUDING ANY THIRD PARTY; OR ANY COUNTY OFFICER, OFFICIAL, EMPLOYEE, AGENT OR OTHER REPRESENTATIVE (HEREIN, ALL COLLECTIVELY "COUNTY PERSONNEL"), OR ANY PERSONS AUTHORIZED OR PERMITTED BY COUNTY TO BE PRESENT ON THE SITE OR TO USE OR ACCESS ANY EQUIPMENT, SOFTWARE OR ASSOCIATED DOCUMENTATION PROVIDED BY IHS OR OTHERWISE USED BY IHS IN THE PROVISION OF THE SERVICE (COLLECTIVELY, "COUNTY GUESTS"), OR ANY IHS PERSONNEL), ARISING IN WHOLE OR PART FROM ANY ACT OR OMISSION BY COUNTY OR ANY COUNTY PERSONNEL OR COUNTY GUESTS; provided, that the County shall have no obligation hereunder to IHS for any third party Claims of intellectual property infringement either (i) arising from use by County Personnel or Guests of equipment or software provided by IHS for provision of the Services, where the acts of such County Personnel or Guests are in strict accord with the terms of this Agreement, including full compliance with the terms of any third party or IHS licenses applicable to such equipment or software, or (ii) for acts or omissions of IHS or IHS personnel.

22. INTELLECTUAL PROPERTY RIGHTS RETAINED; CONFIDENTIALITY; OPEN RECORDS REQUESTS

No rights to use or possess any intellectual property of IHS or any third party are granted or transferred to the County by this Agreement except as expressly provided herein or in any license agreements expressly made a part of this Agreement.

Each party shall keep strictly confidential the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. COUNTY SHALL USE UTMOST CARE TO ENSURE THAT NO UNAUTHORIZED COPIES OF OR ACCESS TO SOFTWARE AND OTHER INTELLECTUAL PROPERTY PROVIDED BY IHS IN THE PROVISION OF THE SERVICE IS OBTAINED BY UNAUTHORIZED PERSONS.

COUNTY SHALL IMMEDIATELY INFORM IHS IN WRITING OF ANY REQUEST UNDER THE TEXAS PUBLIC INFORMATION ACT ("TPIA") FOR INSPECTION OR COPYING OF ANY INFORMATION, DATA, SOFTWARE OR OTHER INTELLECTUAL PROPERTY OR MATERIALS OF IHS OR ANY OF ITS SUPPLIERS BEING USED IN THE PROVISION OF THE SERVICE OR OTHERWISE LICENSED TO COUNTY BY IHS, AND SHALL TIMELY INITIATE THE REVIEW PROCESS OF THE TEXAS ATTORNEY GENERAL UNLESS EXPRESSLY RELEASED IN WRITING BY IHS FROM THIS OBLIGATION. In the event that disclosure is ultimately required, licensee shall provide, along with access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned

by or licensed to IHS, and are protected by the federal Copyright Act; that recipient is not by virtue of disclosure under the TPIA thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient to civil or criminal penalties. THIS IS A MATERIAL OBLIGATION OF THE COUNTY, AND ANY FAILURE OF THE COUNTY TO COMPLY, FOR WHATEVER REASON, IS GROUNDS FOR IMMEDIATE TERMINATION BY IHS OF THIS AGREEMENT AND ANY ASSOCIATED LICENSES.

23. DISCLAIMER OF WARRANTIES; NO IMPLIED WARRANTIES

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE PERFORMANCE OF OR FITNESS FOR USE FOR ANY PURPOSE OF ANY EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO PROVIDE OR ACCESSIBLE THROUGH THE SERVICE WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA THAT IS THE SUBJECT MATTER OF THE SERVICES, AND IHS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT SUCH DATA.

24. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY'S USE OF THE SERVICE. THE COUNTY'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED IN SECTION 12 HEREOF.

25. FORCE MAJEURE

IHS shall not be responsible for performance hereunder, and its obligation to perform the Services shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God including fire, explosion, storm and other weather events; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

26. NO WAIVER OF RIGHTS

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

27. LIMITATIONS; ATTORNEYS FEES

Any claim concerning the performance of any provision of this Agreement must be brought within one (1) year of the occurrence of the event complained of, whether act or omission, or be barred. In any action, adjudication or other proceeding to enforce any terms or provisions of this Agreement, to obtain equitable relief (including injunction), or to collect damages, the party prevailing shall be entitled to recover from the other all applicable costs of suit or settlement, including but not limited to filing fees, court costs, expert fees, costs of ADR, and reasonable attorneys fees.

28. CONSTRUCTION

Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.

APPROVALS

IN WITNESS WHEREOF, we have executed this Agreement as of the _____ day of _____, 20__.

COUNTY

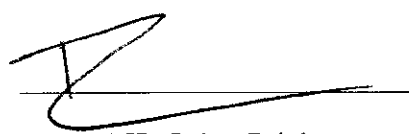
BY: _____

NAME PRINTED: Hon. Jacques L. Blanchette

TITLE: COUNTY JUDGE

DATE: _____

IHS

BY: 

NAME PRINTED: Robert Baird

TITLE: PRESIDENT

DATE: 12-14-12

ATTACHMENT A
TO DATA PROCESSING SERVICES AGREEMENT
Scope of Services (Programs), Fees and Schedule of Equipment

RE: Data Processing Services Agreement between IHS and Tyler County, Texas ("County").

The following Programs will be provided by IHS for the Services to the specified County offices or departments, subject to the terms and conditions of the Services Agreement and the companion License Agreement (**Attachment B** to the Services Agreement):

SERVICES: SOFTWARE

Tyler County, Texas

- Vendor Management
- Client Management
- Invoice entry for prescriptions
- Invoice entry for anesthesia
- Invoice entry for physician services
- Invoice entry for in-patient care
- Invoice entry for out-patient care
- Monthly updates for Red Book / NDC drug codes
- Annual updates for CPT codes
- Client listings
- Termination listings
- Explanation of benefits (EOB) reporting
- General Ledger totals report
- Source totals reports
- Pending invoice listings
- Hospital utilization by days
- Amounts paid on clients
- CPT usage reports
- DRG Code Management

FEES AND USER NUMBERS

Monthly Fees are due and payable in the offices of IHS in Conroe, Texas, on or before of the first day of each calendar month during the term of the Services Agreement, applicable to the Services for that calendar month; *provided*, that the first payment in the Initial Term or any Renewal Term shall be equal to two (2) months' fees for the applicable term, that is, for the first and last month of that term. All payments must be in U.S. dollars, by check, money order, cashiers check or wire transfer.

TOTAL MONTHLY FEE of Nine Hundred Forty-Five Dollars (\$945.00) for the following County offices and departments, inclusive:

Tyler County, Texas

SCHEDULE OF EQUIPMENT

INSTALLATION OF PROGRAMS WILL BE

ONSITE (on Client's premises) HOSTED (Internet or other remote access)

IHS will utilize the following equipment (computers, servers, other) or its functional equivalent as part of the Services specified in the Services Agreement. Unless otherwise expressly stated in a writing executed by IHS, the County shall have and acquire no right, title or interest in or to any equipment or hardware of any kind that is provided by or for IHS ("IHS Equipment"), or in or to any software provided by or for IHS additional to the Programs identified above (including but not limited to operating systems or other software for IHS Equipment) ("Other IHS Software"), whether such IHS Equipment or Other IHS Software is owned or leased by IHS or merely licensed to IHS; and all right, title and interest in and to such IHS Equipment and Other IHS Software shall remain solely in IHS and/or in those third parties who lease or license such equipment or software to IHS. IHS reserves the right to substitute, replace or modify any IHS Equipment or Other IHS Software from time to time, at IHS's sole discretion.

SERVER and characteristics:

Model: IBM 270

Operating system version/release: AIX Unix V5 or later

SITE LOCATION: TelX, Dallas, Texas

FOR HOSTED SERVICES ONLY:

IHS will provide the following security at the remote installation site and/or for the remote installation server: firewall; virus protection; master login password- and specific User login password-limited access. IHS will perform daily and monthly data backup.

CLIENT-SUPPLIED EQUIPMENT – MINIMUM SPECIFICATIONS

The following are the suggested minimum specifications for Client-supplied equipment, to ensure compatibility with the IHS Programs and satisfactory performance:

WORKSTATIONS:

2.0 GHz Intel Pentium PC	256 MB RAM	30 GB hard drive
17 inch monitor or LCD	CD drive	
Windows XP Pro or 2000 Pro	Internet Explorer 6.0 or later	100 base-T Ethernet card

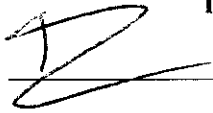
Internal NETWORK:

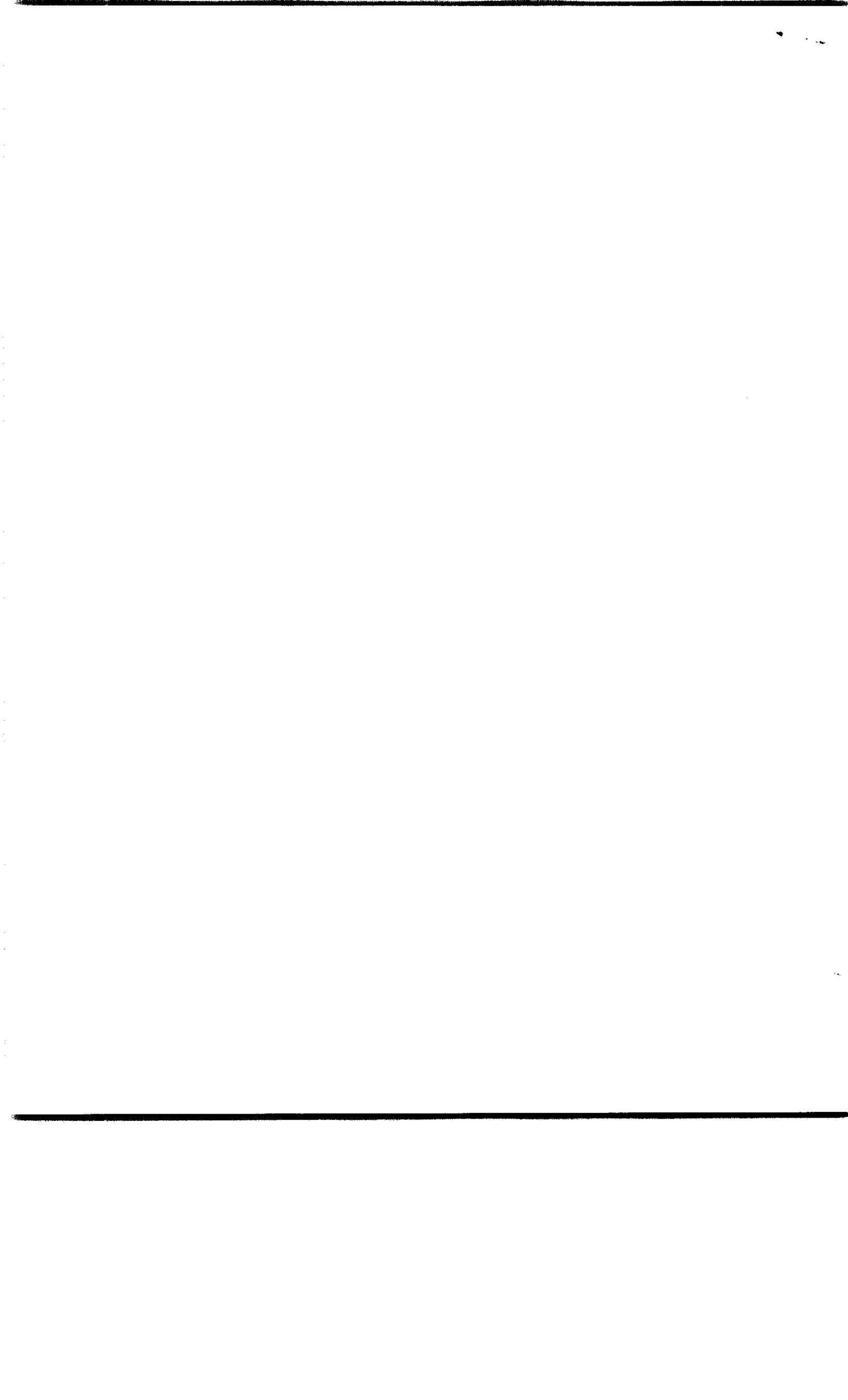
100 base-T compliant

REQUIREMENTS AND SPECIFICATIONS
REGARDING CLIENT REMOTE ACCESS

ISP Requirements: High Speed Internet

APPROVALS:

By: _____ Print name: <u>Hon. Jacques L. Blanchette</u> Title: <u>County Judge</u> Date: _____	COUNTY		IHS	By:  Print name: <u>Robert Baird</u> Title: <u>President</u> Date: <u>12/14/12</u>
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ATTACHMENT B TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Indigent Healthcare Solutions ("IHS"), with offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

Tyler County

(LICENSEE NAME)

Woodville, Texas 75979

(CITY, STATE, ZIP CODE)

("Licensee") to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached Schedule A, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Schedule to this Agreement, one (1) set of user's manuals and related documentation, in machine readable or printed form.

Check one: Onsite Installation Hosted Installation

<p>LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN IHS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY IHS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN IHS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.</p>	<p>Signed: _____ Hon. Jacques L. Blanchette [print name] Date: _____ For IHS Use ONLY</p>
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TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Indigent Healthcare Solutions ("IHS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number and Concurrent User Number specified in **Schedule A** hereto; provided, that no more than the Concurrent User Number may access or use the Program(s) at any given time. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

As specified in **Schedule A** hereto, IHS shall provide the Programs or access to them to Licensee based either on installation of the Programs by IHS (i) at a location on the Licensee's premises ("Onsite Installation") or (ii) at a location remote from Licensee's premises ("Hosted Services Site"). For Hosted Services, access to and use of the Programs by Licensee shall be accomplished by Licensee's use of the Internet (World Wide Web) or other remote communication means, procedures or networks, utilizing computers, workstations or other equipment of Licensee; and Licensee shall be solely responsible for providing and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider. IHS may from time to time require that Licensee meet certain requirements and specifications regarding the means of accomplishing such access.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with IHS and do not pass to Licensee in whole or any part. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets, the unauthorized disclosure of which would cause competitive and actual harm to IHS. For the purposes of this License, the term "Programs" shall include, any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in **Schedule A** hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically

from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; and for installation on server(s) located other than on IHS premises or other IHS Hosted Services Sites ("Onsite Installation"), the Programs may be installed on only one (1) computer or server at any given time. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the companion Data Processing Services Agreement ("Services Agreement"), and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any IHS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by IHS in the provision of any services to Licensee related to or depending on the Programs.

IHS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by IHS or by any third party, (i) are considered by IHS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of IHS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by IHS or on its behalf are and shall remain the sole property of IHS or, if licensed to IHS, of the relevant licensor as the relevant license may provide; and

Licensee requires no ownership, rights, title or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of IHS or IHS' licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2. TERM

This license shall be in effect from the date of execution of the associated IHS Data Processing Services Agreement until termination of that Services Agreement, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by IHS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of IHS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of IHS' proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify IHS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, along with any installation and training fees, whether specified herein or in an associated contract for services by IHS, shall be paid to IHS upon mutual execution of this License Agreement. Any other sums due hereunder shall be payable within ten (10) days of Licensee's receipt of IHS' invoice therefor. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to IHS at its address specified above or at such address as may from time to time be designated by IHS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies,

however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on IHS' net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide IHS with a copy of the applicable tax exemption certificate.

4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

a. To use and access the Programs solely at the place of installation specified in **Schedule A** to this License Agreement.

b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of IHS, except as may reasonably be required for archival or security storage purposes.

c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.

e. To maintain and reproduce IHS' copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which IHS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.

f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of IHS.

g. **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.** Any modifications or enhancements to the Programs, or any other Program-related material provided by IHS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that IHS has

gone to considerable time, trouble and expense to develop the Programs and that IHS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to IHS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to IHS, IHS shall be entitled to equitable relief including but not limited to temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary and permanent injunctions, to compel strict compliance with the terms of this License. Licensee hereby expressly waives any right it may have to require IHS to post a bond or other security as a prerequisite to obtaining equitable or legal relief, or to request to a court of competent jurisdiction that a bond be imposed for any such relief. Licensee also waives any right to proof of actual or impending actual damage as a prerequisite to IHS obtaining equitable relief.**

5. LIMITATION OF LIABILITY

IHS' liability for damages to Licensee, its employees, officers, elected officials or principals, agents or representatives for any cause, claim or action of any kind or character whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee or access to the Programs provided or permitted by Licensee or its employees, officers, elected officials or principals, agents or representatives, and regardless of the form of action, whether in contract or in tort, including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will IHS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages, or for punitive or exemplary damages, even if IHS has been made aware of the possibility of such damages, or for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or for any act or failure to act of IHS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or IHS' performance or

nonperformance under or related to this License Agreement.

6. TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter, "delete"); and deliver to IHS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by IHS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to IHS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to IHS as required hereunder. Within ten (10) days of request by IHS, Licensee shall certify in writing to IHS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all related materials and copies, have been deleted, destroyed or returned to IHS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to IHS or deleted or destroyed and so certified in writing by Licensee.

IHS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay IHS in full any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. IHS' right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed

herein, without the express written consent of IHS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

IHS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant IHS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to Licensee by IHS, stating the reason for such termination.

7. NO WARRANTY

IHS PROVIDES THE PROGRAM TO LICENSEE "AS IS". IHS MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. IHS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. IHS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8. INDEMNIFICATION

IHS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee's authorized use of the Programs as delivered by IHS or access to the Programs as provided by IHS;

provided, that IHS is given prompt notice by Licensee in writing of any such claim and the right to defend or settle, at IHS' expense and in its sole discretion, any such claims; and further provided, that Licensee fully cooperates with IHS in connection with the defense or settlement of such claims. IHS shall not be obligated to defend such claims but may do so at its sole election.

TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS IHS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND ITS THIRD PARTY LICENSORS, IF ANY, WHICH PROVIDE OR LICENSE TO IHS ANY SOFTWARE OR OTHER PRODUCTS OR MATERIALS USED BY IHS IN THE PROVISION OF THE SERVICES CALLED FOR IN THE ASSOCIATED DATA PROCESSING SERVICES AGREEMENT, OR LICENSED HEREUNDER BY IHS, FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR FOR UNFAIR COMPETITION, OR FOR MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OR USE OF TRADE SECRETS OR OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION, WHERE SUCH CLAIM, IN WHOLE OR PART, ARISES FROM OR IS ASSERTED TO BE A RESULT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AND WHERE SUCH ALLEGED ACTS OR OMISSIONS DO NOT COMPLY STRICTLY WITH, OR ARE INCONSISTENT WITH, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR WITH THE TERMS AND CONDITIONS OF ANY IHS OR THIRD PARTY LICENSE OR OTHER AGREEMENT APPLICABLE TO INTELLECTUAL PROPERTY UTILIZED BY LICENSEE IN ITS USE OF THE PROGRAMS, OR UTILIZED BY IHS IN THE PROVISION OF SERVICES TO LICENSEE RELATED TO OR DEPENDENT ON THE PROGRAMS. FOR THE PURPOSES OF THIS PROVISION, "INTELLECTUAL PROPERTY" SHALL INCLUDE ANY AND ALL INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION DATA BASES, APPLICATIONS, OPERATING SYSTEMS OR OTHER SOFTWARE OF ANY KIND, AND ANY DOCUMENTATION THEREOF.

9. REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to IHS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate IHS for such harm, and that injunctive relief directed against Licensee and in favor of IHS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which IHS may be entitled. Licensee's exclusive remedy hereunder is termination of this License Agreement.

10. MISCELLANEOUS

a. Assignment. Licensee's rights in and to the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee or by operation of law or otherwise, without IHS' prior written consent and the execution of a new License Agreement.

b. Notices. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. Severability. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. Exclusive Agreement; Modification. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. Public Information Act request. Should Licensee receive a request under the Texas Public Information Act (open records act) for disclosure, access to, or copying of any proprietary information provided by or belonging to IHS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify IHS, including notice in writing and a copy of the said request, so that IHS may determine what steps it may wish to take to protect such information. Unless IHS expressly states to Licensee in writing that it wishes to forgo seeking exemption or exception from such disclosure, Licensee shall have the duty hereunder timely to take all required steps to initiate the process by which to request an opinion from the Texas Attorney General concerning whether such information must be disclosed. Thereupon, Licensee shall promptly notify IHS that such request has been made by Licensee, so that IHS may, at its option and to the extent permitted by law, supplement Licensee's request.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to IHS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the Texas Public Information Act (or any successor statute) thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY IHS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. Costs; Attorneys' Fees. In the event any action or claim is brought by IHS to interpret, apply or enforce this License Agreement, IHS shall be entitled to recover its costs of such action, or costs of alternative

dispute resolution or settlement including, without limitation, attorneys fees, expert fees, and court costs.

g. Survivability. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties' obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i. Forum Selection. Any suit brought by or against IHS under, concerning or related to this License Agreement may be brought only in the State of Texas and jurisdiction and venue for any action arising under or concerning this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Travis County, Texas, or the United States District Courts of the Western District of Texas, Austin Division.

j. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the

terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. Construction. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise.

l. Cooperation. Licensee shall cooperate fully with IHS in the maintenance and protection by IHS of any intellectual property ownership or other rights or interest of IHS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, we have executed this License Agreement as of the _____ day of _____, 2012.

Tyler County

[Licensee name]

BY: _____

NAME PRINTED: Hon. Jacques L. Blanchette

TITLE: County Judge

DATE: _____

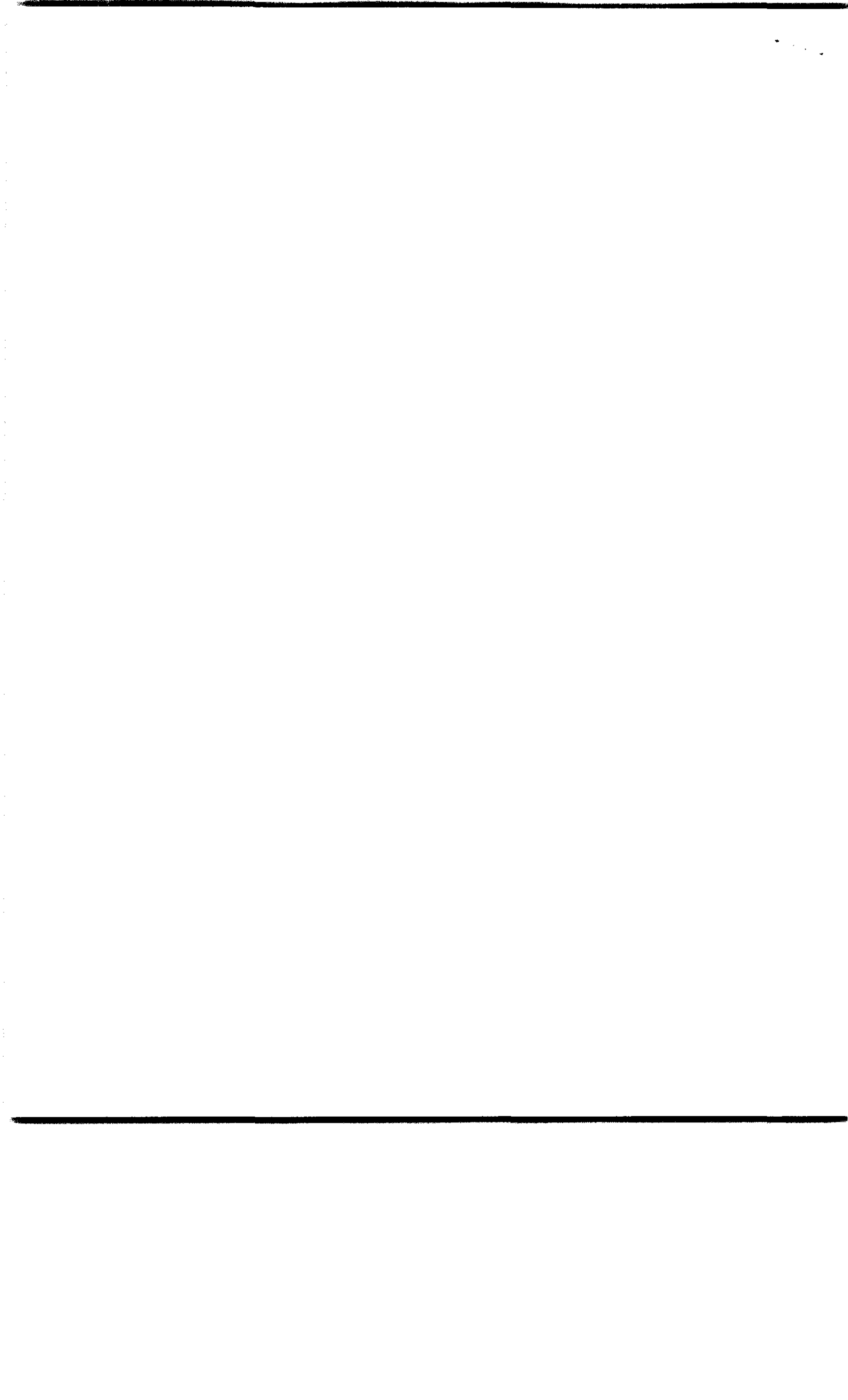
IHS

BY:  _____

NAME PRINTED: Robert Baird

TITLE: President

DATE: 12/14/12



SCHEDULE A
TO NONEXCLUSIVE LICENSE AGREEMENT

CLIENT: Tyler County, Texas

CLIENT OFFICES OR DEPARTMENTS:

Tyler County

INSTALLATION TYPE:

(Check one)

ONSITE; see Data Processing Services Agreement Attachment A
 REMOTE; see Data Processing Services Agreement Attachment A

LICENSE TERM: Commensurate with term of companion Data Processing Services Agreement

LICENSING FEES: Included with fees stated in Data Processing Services Agreement, Attachment A

SOFTWARE:

Tyler County:

Vendor Management
Client Management
Invoice entry for prescriptions
Invoice entry for anesthesia
Invoice entry for physician services
Invoice entry for in-patient care
Invoice entry for out-patient care

Monthly updates for Red Book / NDC drug codes
Annual updates for CPT codes
Client listings
Termination listings
Explanation of benefits (EOB) reporting
General Ledger totals report
Source totals reports

Pending invoice listings
Hospital utilization by days
Amounts paid on clients
CPT usage reports
DRG Code Management

Concurrent (Web) User No. (Maximum) = 1 CC User

ACCESS

For requirements regarding client-provided remote maintenance access to IHS for Onsite installations, or Client obligations regarding access for Hosted Services, see Data Processing Services Agreement Attachment A

CLIENT

By: _____

Name (printed): Hon. Jacques L. Blanchette

Title: County Judge

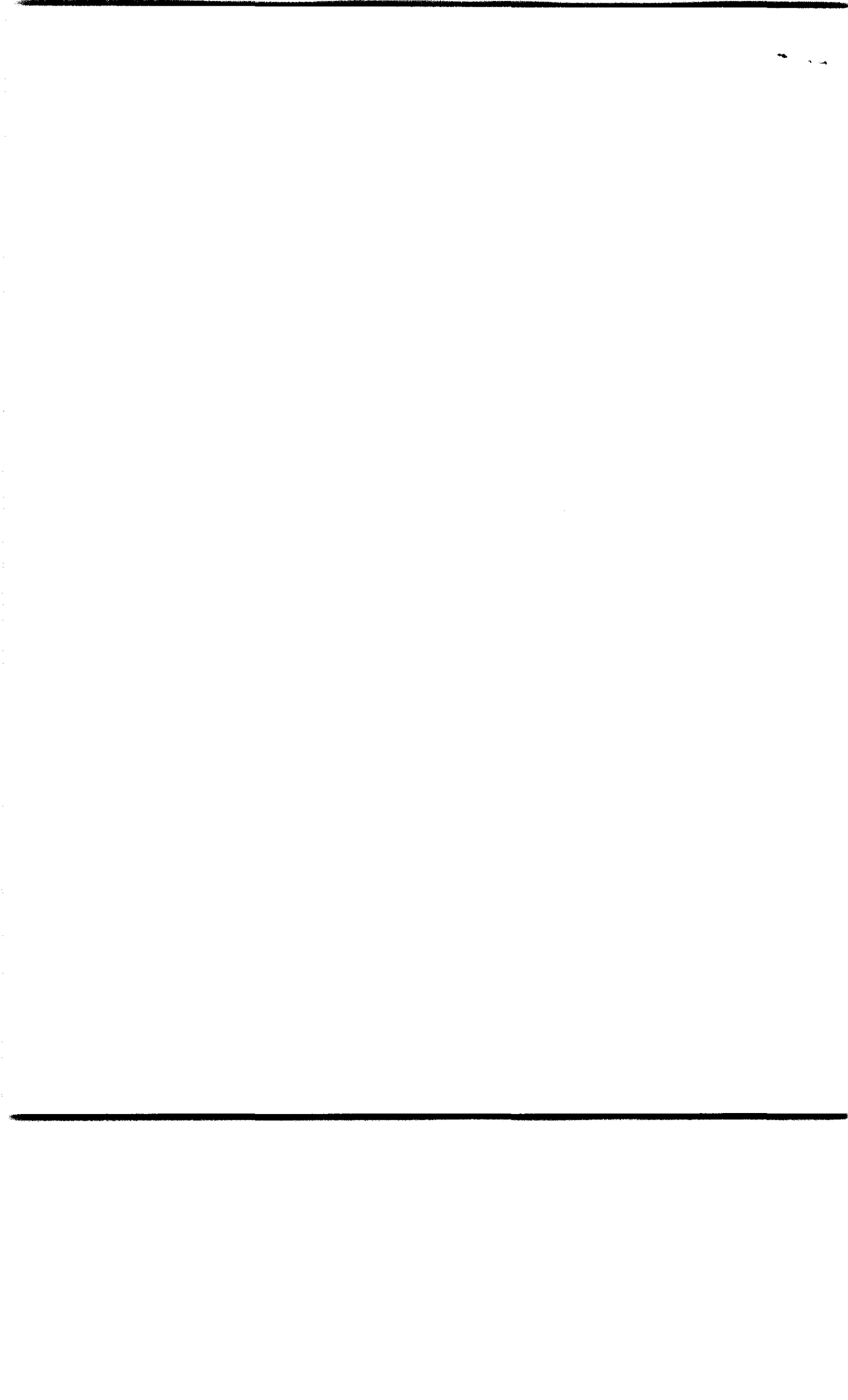
IHS

By:  _____

Name: Robert Baird

Title: President





**** CPT Addendum to Data Processing Services Agreement ****

In accordance with the Terms and Conditions of the Data Processing Services Agreement between Tyler County, Texas herein after referred to as "Client" and Indigent Healthcare Solutions Ltd., this Addendum shall document IHS' licensing to Client updated versions of the Physicians' Current Procedural Terminology CPT™ codes a product of the American Medical Association (AMA), a coding work of nomenclature and codes for the reporting of physician services.

For the consideration of \$10.00 per concurrent user, per month, IHS will install and update the most recent CPT™ codes for the Client Indigent Health Care Office.

Concurrent Users 1

Monthly License \$10.00

CPT™ codes are a copyrighted product of the American Medical Association (AMA). All notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back up copies

This Addendum is nontransferable, nonexclusive, and is for the sole purpose of internal use by Client, and only in the United States.

CPT™ codes may not be used in any public electronic bulletin board, or public computer based information system (including the Internet and World Wide Web unless subject to the provisions of this Addendum).

Client may not create a derivative product of the CPT™ codes and selling, leasing or licensing it or otherwise making the Electronic Product or any portion thereof available to any unauthorized party.

Client may only make copies of the Electronic Product for back up and / or archival purposes.

Client should ensure that anyone who has authorized access to the electronic product complies with the provisions of this agreement and the Non Exclusive License Agreement.

December 14, 2012

**** CPT Addendum to Data Processing Services Agreement ****

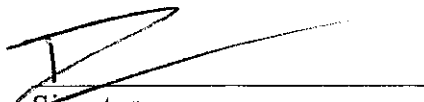
If any provision of this Addendum is determined to violate any law or is unenforceable the remainder of the Addendum shall remain in full force and effect.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Client

Indigent Healthcare Solutions

Signature



Signature

Hon. Jacques L. Blanchette
Name

Robert Baird
Name

Date

12/14/12

Date

December 14, 2012

BUSINESS ASSOCIATE AGREEMENT

(Intended to be an Amendment or Addendum to an Agreement
For Services Involving the Use, Creation or Transmission of
Protected Health Information)

This Business Associate Agreement (“Agreement”) effective on February 1, 2012, (“Effective Date”) is entered into by and between Indigent Healthcare Solutions Ltd. (the “Business Associate”) and Tyler County, Texas, (the “Covered Entity”).

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information (“protected health information”) published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

B. [The parties have a prior agreement (the “Data Processing Service Agreement” DPSA) under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity]

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the DPSA between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2(d), or (b) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by

4. **Mutual Representation and Warranty.** Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. **Termination.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the DPSA.

6. **Amendment.** This Agreement may not be modified or amended, except in writing as agreed to by each party.

7. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

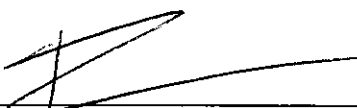
8. **Notices.** Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: **Indigent Healthcare Solutions**
2040 Loop 336 – Suite 304
Conroe, TX 77304

If to Covered Entity: **Hon. Jacques L. Blanchette**
Tyler County Judge
100 W. Bluff St., Rm. 102
Woodville, TX 75979

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the 14 day of December 2012.

IN PRESENCE OF: Business Associate

By: 
Name: Robert Baird
Title: President
Date: 12/14, 2012

**ADDENDUM TO DATA PROCESSING SERVICES AGREEMENT AND NON-
EXCLUSIVE LICENSE AGREEMENT
FOR TYLER COUNTY TEXAS**

In accordance with the Data Processing Services Agreement and Non-Exclusive License Agreement between Tyler County Texas, hereinafter referred to as "Client" and Indigent Healthcare Solutions hereinafter referred to as "IHS", this Addendum shall document the mutual changes made by all parties to the Data Processing Services Agreement and Non-Exclusive License Agreement.

Data Processing Services Agreement

Section 7 – "SERVICES" shall be modified in its entirety to reflect that all initial orientation, initial software installation and software training shall be done at County offices at no additional cost. If in the opinion of Tyler County any training is required off site, said off site training will also be done at no additional cost. These changes are also applicable to Section 17 – "COUNTY ASSISTANCE", Section E.

Section 7 – "SERVICES"; REMOTE INSTALLATION shall be modified to reflect the correction of a typographical error. The first sentence should read, "In the event Hosting has been selected by County, IHS will provide the Services utilizing server(s) located at IHS site(s) ("Hosted Services") rather than at a County site.

Non-Exclusive License Agreement

Section 4 – "SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF" shall be modified to delete all the last sentence of subsection G "CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS" as follows:

"Licensee also waives any right to proof of actual or impending actual damage as a prerequisite to IHS obtaining equitable relief".

Section 5 – LIMITATION OF LIABILITY shall be deleted in its entirety.

Section 10 – MISCELLANEOUS, Sub-Section F shall be modified to reflect that IHS will only be entitled to recover its costs of any kind in the event that IHS prevails in any court action.

This Addendum shall become effective upon its execution and except as modified herein, all of the terms and conditions of the aforementioned Data Processing Services Agreement and Non-Exclusive License Agreement shall remain in full force and effect.

Tyler County, Texas

Indigent Healthcare Solutions

Honorable Jacques Blanchette
Tyler County Judge

Robert Baird
President

December ____, 2012

December ____, 2012

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

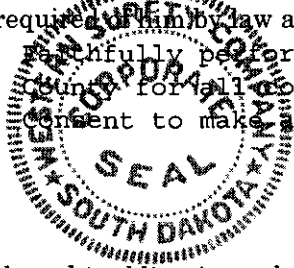
KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 69826666

That we, Martin F. Nash, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹County Treasurer, his successors in office, in the sum of ²Fourteen Thousand and 00/100 DOLLARS (\$14,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 18th day of September, 2012

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly elected to the office of county Commissioner in and for ³Tyler County, State of Texas, for a term of four years commencing on the 1st day of January, 2013 (Elected—Appointed) Prct. #1

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required by law as the aforesaid officer, and shall ⁴ faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make payment of county funds except for a lawful purpose.



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 cancelled 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.

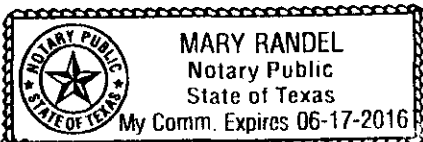
Martin F. Nash Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Mary Randel on this day, personally appeared Martin F. Nash, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 2nd day of January, 2013



Mary Randel
1-2-13 County, Texas

SEAL

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Martin F. Nash, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. #1 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 Martin F. Nash

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2013.

Jacques L. Blanchette

SEAL

Tyler County, Texas

OATH OF OFFICE
(General)

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. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Martin F. Nash as Commissioner, Pct. #1 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST.

Date December 27, 2012

Donece Gregory Clerk
County Court Tyler County

Jacques L. Blanchette County Judge,
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 18th day of September, 2012, with its certificates of authentication, was filed for record in my office the 27th day of December, 2012, at 12:00 o'clock P M., and duly recorded the 3rd day of January, 2013, at 9:00 o'clock A M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By _____ Deputy

Donece Gregory Clerk
County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners' Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners' Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners' Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners' Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners' Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners' Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners' Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners' Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners' Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners' Court	Commissioners' Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners' Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

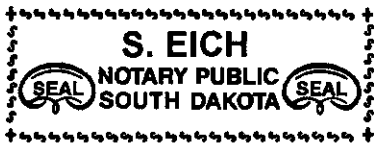
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss


Before me, a Notary Public, in and for said County and State on this _____ 18th _____ day of
September _____, 2012, personally appeared Paul T. Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	OFFICIAL BOND AND OATH		Principal	Official Title	Filed the _____ day of _____,	at _____ o'clock _____ M.	County Court _____ County, Texas
	On Behalf of _____		_____	_____	_____	_____ Clerk	_____

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15865108

That we, Michael Marshall, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Tyler County Treasurer, his successors in office,

in the sum of Fourteen Thousand and 00/100 DOLLARS (\$14,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 8th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly elected to the office of Commissioner #3 in and for Tyler County, State of Texas, for a term of four years commencing on the 1st day of January, 2013.

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 ⁴

faithfully perform the commissioner's duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose



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 cancelled 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.

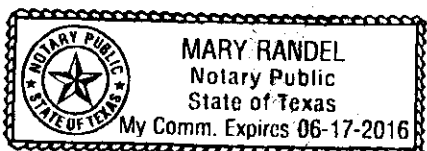
Michael Marshall Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Mary Randel on this day, personally appeared Michael Marshall, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 2nd day of January, 2013.



Mary Randel
1-2-13 Tyler County, Texas

SEAL

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Michael Marshall, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. #3, 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: Michael Marshall

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2013.

Jacques L. Blanchette
TYLER County, Texas

SEAL

OATH OF OFFICE
(General)

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. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Michael Marshall as Commissioner, Pct. #3 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk
County Court Tyler County

Date December 27, 2012
Jacques L. Blanchette County Judge,
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 8th day of December, 2012, with its certificates of authentication, was filed for record in my office the 27th day of December, 2012, at 12:00 o'clock P. M., and duly recorded the 3rd day of January, 2013, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By _____ Deputy

Donece Gregory Clerk
County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.-10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

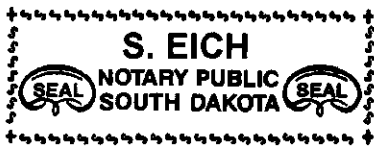
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this _____ 8th _____ day of


December _____, 2012, personally appeared Paul T. Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	Principal
	Official Title
OFFICIAL BOND AND OATH	_____, Texas
On Behalf of	Filed the _____ day of _____,
	at _____ o'clock _____ M.
	Clerk _____
	County Court _____ County, Texas

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler County } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 61546019

That we, Bryan Weatherford, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1Governor, his successors in office, in the sum of 2Thirty Thousand and 00/100 DOLLARS (\$30,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 14th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected (Elected—Appointed) to the office of Sheriff in and for 3Tyler County County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2013.

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 ⁴ faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.

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 cancelled 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.

Bryan Weatherford
Principal

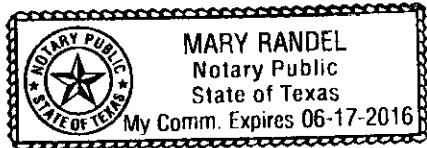
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Mary Randel on this day, personally appeared Bryan Weatherford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 2nd day of January, 2013.



Mary Randel
1-2-13 County, Texas

SEAL

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, BRYAN WEATHERFORD, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of SHERIFF, 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.

Bryan Weatherford

Signed Jacqueline V. Sanchetti
OFFICIANIT

Sworn to and subscribed before me at Woodville, Texas, this 1st day of JAN., 2013.

Jacqueline V. Sanchetti
TYLER County, Texas

SEAL

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Bryan Weatherford as
Sheriff in and for Tyler County and State of Texas, this day
approved in open Commissioner's Court.

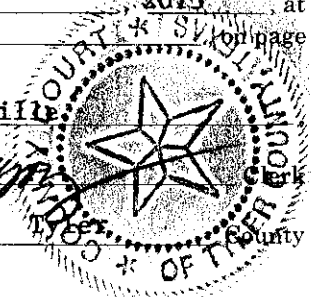
ATTEST:
Donece Gregory Clerk
County Court Tyler County

Date December 27, 2012,
Jacques L. Blanchette County Judge,
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, DONECE GREGORY, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 14th day of December, 2012, with its certificates of
authentication, was filed for record in my office the 2nd day of January, 2013, at
10:30 o'clock A M., and duly recorded the 3rd day of January, 2013, at
9:00 o'clock A M., in the Records of Official Bonds of said County in Volume _____ on page _____.

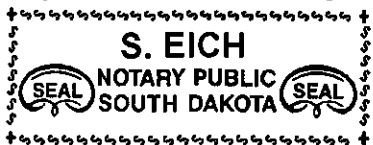
WITNESS my hand and the seal of the County Court of said County, at office in Woodyville
Texas, the day and year last above written.
By _____ Deputy

Donece Gregory
County Court


ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 14th day of December,
2012, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler County, Pct 1 } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61546005

That we, Dale Freeman, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹The Governor and the Governor's successors in office, his successors in office, in the sum of ²Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 14th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected (Elected—Appointed) to the office of Constable in and for ³Tyler County, Pct 1 County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2013.

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 ⁴ faithfully perform the duties imposed by law.

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 cancelled 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.

Dale Freeman
Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Tyler

}
} ss

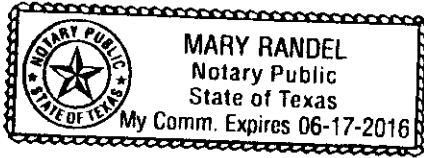
Before me, Mary Randel on this day, personally appeared Dale Freeman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 2nd day of January, 2013.

Mary Randel

1-2-13 Tyler County, Texas

SEAL



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, Dale Freeman, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. #1, 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 *Dale Freeman*

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2013.

Jacqueline Y. Lanchette
TYLER

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

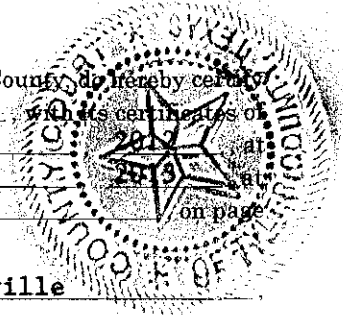
The foregoing bond of Dale Freeman as
Constable, Pct. #1 in and for Tyler County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Donece Gregory Clerk
County Court Tyler County

Date December 27, 2012
Jacques L. Blanchette County Judge,
County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 14th day of December, 2012 with its certificate of
authentication, was filed for record in my office the 27th day of December
12:00 o'clock P M., and duly recorded the 3rd day of January
9:00 o'clock A M., in the Records of Official Bonds of said County in Volume _____
_____ on page _____.



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

Donece Gregory Clerk
County Court Tyler County

By _____ Deputy

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 14th day of _____
December, 2012, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler County Pct 2 } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 61545975

That we, John Fuller, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹The Governor and the Governor's successors in office, his successors in office, in the sum of ²Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 14th day of December, 2012.



THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected (Elected—Appointed) to the office of Constable in and for ³Tyler County Pct 2 County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2013.

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 ⁴ faithfully perform the duties imposed by law.

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 cancelled 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.


Principal
WESTERN SURETY COMPANY
By 
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Tyler } ss

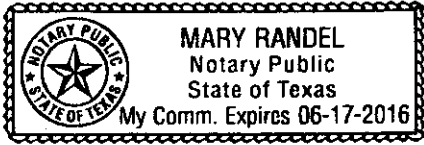
Before me, John Fuller on this day, personally appeared John Fuller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 3rd day of January, 2013.

Mary Randel

Tyler County, Texas

SEAL



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, John Fuller, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. 2, 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 *John A. Fuller*

Sworn to and subscribed before me at Woodville, Texas, this 1st day of JAN., 2013.

Jacqueline Stanchetta
TYLER

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of John Fuller as
Constable, Pct. #2 in and for Tyler County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Donece Gregory Clerk
Donece Gregory
County Court Tyler County

Date December 27, 2012
Jacques L. Blanchette County Judge,
Jacques L. Blanchette
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 14th day of December, 2012, with its certificates of
authentication, was filed for record in my office the 27th day of December, 2012, at
9:00 o'clock A M., and duly recorded the 3rd day of January, 2013, at
9:00 o'clock A M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

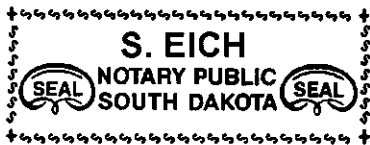
Donece Gregory Clerk
Donece Gregory
County Court Tyler County

By _____ Deputy

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 14th day of December,
2012, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15866461

That we, Wade Skinner, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹ Governor of Texas, his successors in office, in the sum of ² Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly elected to the office of Constable #3 in and for ³ Tyler County, State of Texas, for a term of four year commencing on the 1st day of January, 2013.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required by law as the aforesaid officer, and shall ⁴ faithfully perform the duties imposed by law.



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 cancelled 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.

Wade Skinner Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

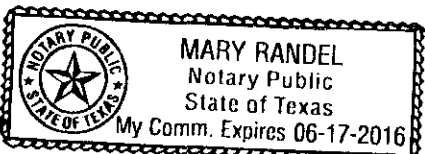
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Tyler } ss

Before me, Mary Randel on this day, personally appeared Wade Skinner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 2nd day of January, 2012.

Mary Randel
Tyler County, Texas



SEAL

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, Wade Skinner, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. #3, 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 Wade Skinner

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2013.

Evan Scott

SEAL _____ Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Wade Skinner as Constable, Pct. 3 in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk
County Court Tyler County

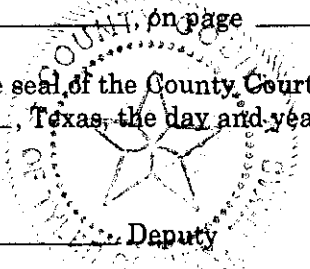
Date December 27, 2012
Jacques L. Blanchette County Judge,
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 20th day of December, 2012, with its certificates of authentication, was filed for record in my office the 27th day of December, 2012, at 12:00 o'clock P. M., and duly recorded the 3rd day of January, 2013, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume _____, on page _____.

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

By Donece Gregory Deputy
County Court Tyler County



OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

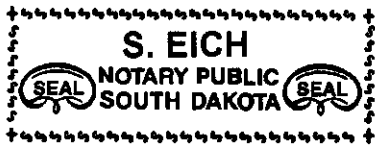
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss


Before me, a Notary Public, in and for said County and State on this _____ 20th _____ day of
December _____, 2012, personally appeared Paul T. Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of _____	Principal _____	Official Title _____	Filed the _____ day of _____,	at _____ o'clock _____ M.	Clerk _____	County Court _____ County, Texas
		_____	_____	_____	_____	_____	_____	_____

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler County, Pct 4 } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61546405

That we, Jim Zachary, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹The Governor and the Governor's successors in office, his successors in office, in the sum of ²Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 14th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected (Elected—Appointed) to the office of Constable in and for ³Tyler County, Pct 4 County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2013.

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 ⁴ faithfully perform the duties imposed by law.

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 cancelled 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.

Jim Zachary Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

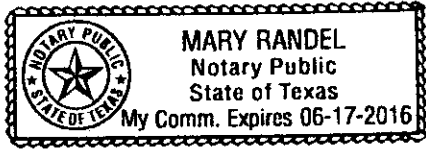
THE STATE OF TEXAS

County of Tyler } ss

Before me, Mary Randel on this day, personally appeared Jim Zachary, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Woodville, Texas, this 2nd day of January, 2013.

SEAL



Mary Randel
1-2-13 Tyler 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, Jim Zachary, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, Pct. #4, 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 Jim Zachary

Sworn to and subscribed before me at Woodville, Texas, this 2nd day of January, 2013.

SEAL

Jacqueline A. Blanchette
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Jim Zachary as
Constable, Pct. #4 in and for Tyler County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:
Donece Gregory Clerk
County Court Tyler County

Date December 27, 2012
Jacques L. Blanchette County Judge,
County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 14th day of December, 2012, with its certificates of
authentication, was filed for record in my office the 27th day of December, 2012, at
12:00 o'clock P. M., and duly recorded the 3rd day of January, 2013, at
9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume _____ on page _____.

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

By _____ Deputy

Donece Gregory Clerk
County Court Tyler County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 14th day of December,
2012, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
December 27, 2012
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 what is right ... the courage to do it"

➤ **CALL TO ORDER**

- Establish quorum

I. CONSIDER/APPROVE:

- A. Line item transfers/budget amendments** – Jackie Skinner, Auditor
- B. Renewing IBM Service Suite contract with NetData** – J. Skinner
- C. Resolution** regarding Inmate Medical Care & Indigent Health Care - J. Skinner
- D. Indigent Health Care Solutions** for Inmate Medical & Indigent Care – J. Skinner
- E. Rental** of a Pitney Bowes postage machine for the tax office – Lynnette Cruse, Tax Assessor/Collector
- F. Elected Officials Bonds** for the new terms beginning Jan. 1, 2013 – J. Blanchette
- G. Premises Use Policy** for Tyler County – J. Blanchette

II. PRESENTATIONS

III. EXECUTIVE SESSION

Consult with District Attorney, Joe Smith, in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ **ADJOURN**

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 December 21 2012 Time 3:20 pm

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

By: Judy Whitehead (Deputy)

12-27-2012 Comm Court

Jacques -
Line ~~Item Jackie~~ Mike Marshal
Martin Nash
Martin Carrie

Item B Nash 2nd

Item C Representatives present (Chris Risher Land man)
Jack Nicks 2nd

Item D Jackie talking on Data Processing Agreement
Jack Rusty 2nd
Jacques - appreciates process

Item E Lynette needs new postage machine (Wants pitney Bowes)
Martin Mike 2nd

Item F Jacques Move to approve official boots Jack 2nd

Item G Martin tables action re Premises Use Policy Jack 2nd

Presentation for Comm Court Minutes -

Dale accepts Mary Ann Rosier - acknowledgment re service to County
Jacques asks Dale to convey this to Mary Ann

Court made aware of vacancy in JP position

9:30 AM on 2nd for the JP vacancy

~~Minutes~~ All Commissioners OK

Executive session - premises use policy on this too
Jack Mike 2nd