

**NOTICE OF MEETING (•) OF THE
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

• Assistive Listening Devices Available on Request for Use During Court Session

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 23rd day of March, 2015, at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

FILED FOR RECORD

_____ O'CLOCK _____ M.

MAR 19 2015

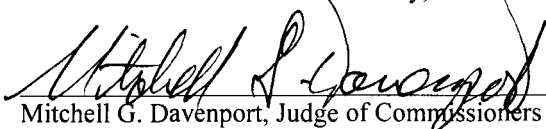
JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meeting of March 13, 2015;
 - (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Report for period ending February 28, 2015;
 - (c) Reception of Certificate of Training Hours for Elected/Appointed County Official/ Officer: Kim Gibby, County Treasurer;
 - (d) Approval of revised contract (renewal) with the Texas Department of State Health Services who will provide services to the County Clerk regarding provision of certificates of birth and death on file in the State of Texas;
 - (e) Review and Ratification for execution of SEC Continuing Disclosure Statement due on March 31, 2015 and prepared by the County Judge for First Southwest Consultants;
4. **Timed Agenda: None;**
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2015 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant;
8. Reports, if any, by other Department Heads;
9. Update by County Judge on status of proposed sale by Renee Bates Auctioneers as Surplus Property;
10. Annual Statistical Report by Sheriff's Office on Racial Profiling per Article 2.132, Texas Code of Criminal Procedure;
11. Reconsider approval of contract with Otis Elevator Company for the performance of the annual QEI State Inspection on Courthouse elevators;
12. FUTURE AGENDA ITEMS; AND;
13. ADJOURNMENT.

Dated this the 19th day of March, 2015

Commissioners Court of Jack County, Texas



Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 19th day of March, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 19th day of March, 2015



Janice Robinson, County Clerk of Jack County, Texas

By: 

Deputy Clerk



MINUTES

On this the 23rd day of March, 2015 the Commissioners Court of Jack County, Texas met in Regular session at 10:05 a.m. with the following elected officials present:

Fearl F. Smith, Commissioner Pct. 1 - ABSENT
James L Brock, Commissioner Pct. 2
James L. Cozart, Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

FILED FOR RECORD
_____ O'CLOCK _____ M.

APR 13 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

PUBLIC FORUM

John Rupe was the only member of the public were present.

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer.

Commissioner Cozart made a motion to pay all bills. Judge Davenport seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting of March 13, 2015;
- (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Report for period ending February 28, 2015;
- (c) Reception of Certificate of Training Hours for Elected/Appointed County Official/Officer: Kim Gibby, County Treasurer;
- (d) Approval of revised contract (renewal) with the Texas Department of State Health Services who will provide services to the County Clerk regarding provision of certificates of birth and death on file in the State of Texas;
- (e) Review and Ratification for execution of SEC Continuing Disclosure Statement due on March 31, 2015 and prepared by the County Judge for First Southwest Consultants;

Judge Davenport made a motion to adopt all of the Consent Agenda items. Commissioner Ward seconded and the motion carried unanimously.

TIMED AGENDA

NONE

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Each Commissioner has worked hard to improve their roads after the ice, snow and rain events we had several weeks ago. Because of the recent rains the County Roads are in need of lots of work once again.

COURTHOUSE REPAIR PROJECT 2015

Update on Courthouse Repair Project 2015 details, if any;

Danny Nash has completed the Courthouse break room/restroom. He is now working in the Law Library. Brian's Plumbing will scope all corner drains when they come to do repairs.

CTIF GRANT

Update on status of County activities, if any, under the CTIF Grant;

Nothing new to report.

DEPARTMENT HEAD REPORTS

Reports, if any, by other Department Heads;

Sheriff Melvin Mayo reported that the roof at the LEC has been repaired and there were no leaks with the last rain. The outdoor light fixtures in the parking lot need to be replaced and he is looking to find more energy efficient lighting.

County Clerk Janice Robinson submitted a letter and report to the Court from the Texas Department of Public Safety for their recent on-site audit that was conducted with Criminal Clerk Carla Marley. The audit was positive and "No areas of non-compliance were found."

Judge Davenport made a motion to accept and enter this report into the minutes of the Court. Commissioner Brock seconded and the motion carried unanimously.

SURPLUS PROPERTY

Update by County Judge on status of proposed sale by Renee Bates Auctioneers as Surplus Property;

Judge Davenport is still working with Renee Bates Auctioneers to confirm a date for the online sale.

SHERIFF'S ANNUAL STATISTICAL REPORT ON RACIAL PROFILING

Annual Statistical Report by Sheriff's Office on Racial Profiling per Article 2.132, Texas Code of Criminal Procedure;

Commissioner Cozart made a motion to accept this report. Judge Davenport seconded and the motion carried unanimously.

OTIS ELEVATOR CONTRACT

Reconsider approval of contract with Otis Elevator Company for the performance of the annual QEI State Inspection and on Courthouse elevators;

Judge Davenport made a motion to approve this contract. Commissioner Brock seconded and the motion carried unanimously.

ADJOURNMENT

There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.

Meeting was adjourned at 11:10 a.m.

Fearl F. Smith, Commissioner Pct. #1

James Brock, Commissioner Pct. #2

James L. Cozart, Commissioner Pct. #3

Terry Ward, Commissioner Pct. #4

Mitchell G. Davenport, County Judge

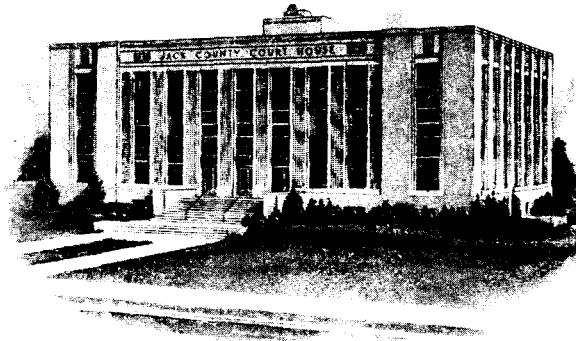
ATTEST:

Janice Robinson, County Clerk



JACK COUNTY

KIM GIBBY
County Treasurer
100 N. Main St., Ste. 201
Jacksboro, Texas 76458



JACKSBORO, TEXAS

FILED FOR RECORD
MAR 23 2015
JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY DEPUTY
O'CLOCK M.

AUDITOR AND TREASURER'S CERTIFICATE

I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on February 28, 2015.

This report was prepared for the purposes of comparing and reconciling the actual balances of the County's cash accounts and investments, if any, to its general ledger for the period stated.

Respectfully submitted,

- Kim Gibby -
Kim Gibby, Jack County Treasurer

Agreed:

- Earlene Rhoades -
Earlene Rhoades, Jack County Auditor

ORDER APPROVING TREASURER'S REPORT

After comparing and examining the Treasurer's Report for the monthly period ending February 28, 2015, and determining that the report is correct, the Court finds that the report should be approved. It is therefore ORDERED that the report is approved.

It is FURTHER ORDERED that the amounts received and paid from each fund, and the cash balance remaining in the Treasurer's custody are as indicated in the report itself.

ORDERED this 23rd day of March, 2015.

- Fearl Smith -
Fearl Smith,
Commissioner, Pct. 1, Jack County

- James L. Cozart -
James L. Cozart,
Commissioner, Pct. 3, Jack County

- James Brock -
James Brock,
Commissioner, Pct. 2, Jack County

- Terry Ward -
Terry Ward,
Commissioner, Pct. 4, Jack County

- Mitchell G. Davenport -
Mitchell G. Davenport,
County Judge of Jack County, Texas

ATTEST:

- Janice Robinson -
Janice Robinson, County Clerk of Jack County, Texas



| TREASURER'S REPORT FEBRUARY 2015 | | | | | |
|----------------------------------|------------|----------------------------|---------|-----------------|----------------|
| UNCLAIMED PROPERTY ACCOUNT | | | | | |
| Date | Rec'd From | Description | | | Balance |
| 2/28/15 | | BALANCE FORWARD | | | \$5,870.12 |
| | | | | | |
| EXTRADITION ACCOUNT | | | | | |
| Date | Rec'd From | Description | | | Balance |
| 2/28/15 | | BALANCE FORWARD | | | |
| | | | | | \$1,422.90 |
| | | | | | |
| 00078 ACCOUNT | | | | | |
| Date | Rec'd From | Description | | | |
| 2/28/15 | | BALANCE SHOWN ON STATEMENT | | \$ 5,762,407.43 | |
| | | Outstanding Checks | | 187,743.16 | Balance |
| | | ENDING BALANCE | 2/28/15 | | \$5,574,664.27 |

| | | RECAP OF MONEY FEBRUARY 2015 | | | | | | |
|----|----------------------------|------------------------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| | Fund | Balance | Transfer | Receipts | Accts Payable | Payroll | Transfer | Balance |
| | Designation | 02/01/15 | Out | | | | In | 02/18/15 |
| | ***** | | | | | | | |
| 10 | Precinct #1 | \$ 213,725.73 | \$ - | | \$ 22,318.87 | \$ 7,549.58 | \$ 26,920.00 | \$ 210,777.28 |
| 20 | Precinct #2 | \$ 194,319.45 | \$ - | | \$ 15,644.19 | \$ 7,138.08 | \$ 26,920.00 | \$ 198,457.18 |
| 30 | Precinct #3 | \$ 252,771.17 | \$ - | \$ 500.00 | \$ 15,048.23 | \$ 7,347.58 | \$ 26,920.00 | \$ 257,795.36 |
| 40 | Precinct #4 | \$ 239,710.32 | \$ - | \$ - | \$ 14,788.38 | \$ 7,624.36 | \$ 26,920.00 | \$ 244,217.58 |
| 50 | Road & Bridge | \$ 328,977.14 | \$ 107,680.00 | \$ 133,181.76 | \$ 51.35 | | \$ - | \$ 354,427.55 |
| 51 | R&B Heavy Equipment | \$ 180,446.20 | \$ - | \$ 22,442.15 | \$ 188,370.66 | | \$ - | \$ 14,517.69 |
| 52 | CTIF Fund | \$ 10,453.92 | \$ - | \$ 148.83 | \$ 15,874.00 | | \$ - | \$ (5,271.25) |
| 60 | Lateral Road | \$ 228,793.37 | \$ - | | | | \$ - | \$ 228,793.37 |
| 70 | Law Library | \$ 29,596.85 | \$ - | \$ 525.00 | \$ 207.00 | | \$ - | \$ 29,914.85 |
| 71 | Appellate Judicial System | \$ - | \$ - | \$ 75.00 | | | \$ - | \$ 75.00 |
| 72 | County Court RTA | \$ 71,928.26 | \$ - | \$ 4,720.00 | \$ 5,000.00 | | \$ - | \$ 71,648.26 |
| 73 | District Court RTA | \$ 1,647.46 | \$ - | \$ 125.00 | | | \$ - | \$ 1,772.46 |
| 80 | Records Preservation | \$ 8,149.98 | \$ - | \$ 160.00 | | | \$ - | \$ 8,309.98 |
| 81 | Work Program | \$ 45.17 | \$ - | | | | \$ - | \$ 45.17 |
| 82 | Guardianship Fund | \$ 3,480.00 | \$ - | \$ 60.00 | | | \$ - | \$ 3,540.00 |
| 83 | Emergency Mgmt | \$ (65,987.29) | \$ - | | \$ 548.58 | | \$ - | \$ (66,535.87) |
| 84 | CH Renovation | \$ 364,009.85 | \$ - | \$ - | | | \$ - | \$ 364,009.85 |
| 85 | CH Renovation I&S fund bal | \$ (24,827.16) | \$ - | \$ 28,525.32 | | | \$ - | \$ 3,698.16 |
| 90 | General Fund | \$ 3,028,752.56 | \$ - | \$ 468,436.11 | \$ 160,091.87 | \$ 105,941.97 | \$ - | \$ 3,231,154.83 |
| 91 | Judge's State Supplement | \$ 2,916.87 | \$ - | | | | \$ - | \$ 2,916.87 |
| 92 | Dist. & Co. Court Tech | \$ 6,828.94 | \$ - | \$ 38.82 | | | \$ - | \$ 6,867.76 |
| 93 | Probate Education | \$ 2,721.32 | \$ - | \$ 34.00 | | | \$ - | \$ 2,755.32 |
| 94 | Records Management | \$ 2,879.35 | \$ - | \$ 317.26 | | | \$ - | \$ 3,196.61 |
| 95 | Courthouse Security | \$ 160,924.49 | \$ - | \$ 792.52 | | | \$ - | \$ 161,717.01 |
| 96 | Justice Court Tech | \$ 22,513.29 | \$ - | \$ 204.66 | | | \$ - | \$ 22,717.95 |
| 98 | Interest & Sinking | \$ 168,430.64 | \$ - | \$ 56,982.22 | \$ 500.00 | | \$ - | \$ 224,912.86 |
| 99 | State Fines & Fees | \$ 321.68 | \$ - | \$ 8,766.15 | | | \$ - | \$ 9,087.83 |
| | ***** | | | | | | | |
| | TOTALS | \$ 5,433,529.56 | \$ 107,680.00 | \$ 726,034.80 | \$ 438,443.13 | \$ 135,601.57 | \$ 107,680.00 | \$ 5,585,519.66 |

Jack County
Bank Account Reconciliaton
2/28/2015

| | |
|-------------------------------------|------------------------|
| Bank Balance According to Statement | \$ 5,762,407.43 |
| Outstanding Deposits | \$ - |
| Outstanding Checks | \$ 187,743.16 |
| Balance | <u>\$ 5,574,664.27</u> |

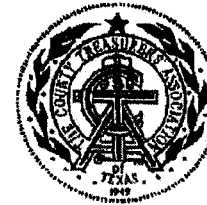
Balance per General Ledger by Fund

| | | |
|----|----------------------------|-----------------|
| 10 | PCT. 1 | \$ 210,777.28 |
| 20 | PCT. 2 | \$ 198,457.18 |
| 30 | PCT. 3 | \$ 257,795.36 |
| 40 | PCT. 4 | \$ 244,217.58 |
| 50 | ROAD & BRIDGE C.W. | \$ 354,427.55 |
| 51 | R&B Heavy Equipment | \$ 14,517.69 |
| 51 | CTIF Fund | \$ (5,271.25) |
| 60 | LATERAL ROADS | \$ 228,793.37 |
| 70 | LAW LIBRARY | \$ 29,914.85 |
| 71 | Appellate Judicial System | \$ 75.00 |
| 72 | County Court RTA | \$ 71,648.26 |
| 73 | District Court RTA | \$ 1,772.46 |
| 80 | Preservation fund | \$ 8,309.98 |
| 81 | Work Program | \$ 45.17 |
| 82 | Guardianship Fund | \$ 3,540.00 |
| 83 | Emergency Management | \$ (66,535.87) |
| 84 | Courthouse Renovations | \$ 364,009.85 |
| 85 | Courthouse Renovations I&S | \$ 3,698.16 |
| 90 | GENERAL | \$ 3,231,154.83 |
| 91 | COUNTY JUDGE EXCESS | \$ 2,916.87 |
| 92 | Dist. & Co. Clerk Tech | \$ 6,867.76 |
| 93 | PROBATE | \$ 2,755.32 |
| 94 | RECORDS MANAGEMENT | \$ 3,196.61 |
| 95 | COURTHOUSE SECURITY | \$ 161,717.01 |
| 96 | J.P. TECHNOLOGY | \$ 22,717.95 |
| 98 | INTEREST & SINKING | \$ 224,912.86 |
| 99 | State Fines & Fees | \$ 9,087.83 |

| | |
|----------------------------|-----------------|
| Balance per General Ledger | \$ 5,585,519.66 |
| Balance per Bank Statement | \$ 5,574,664.27 |
| Unlocated difference | \$ (10,855.39) |

PLUS .70 BANK ERROR
EQUALS: \$ (10,854.69)

County Treasurers' Association of Texas
2014 Certificate of Compliance
Public Funds Investment Act



This Certifies That
Honorable Kim Gibby
County Treasurer
Jack County

FILED FOR RECORD

____ O'CLOCK ____ M.

MAR 23 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008. Investment Training; Local Governments.

Hon. David Betancourt, President
County Treasurers' Association of Texas

Hon. Alan Dierschke, Chair
Certification and Validation Committee

County Treasurers' Association of Texas
2014 Certificate of Compliance
Continuing Education



This Certifies That
Honorable Kim Gibby
Certified County Treasurer
Jack County

FILED FOR RECORD

_____ O'CLOCK _____ M.

MAR 23 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

A handwritten signature in black ink, reading "David A. Betancourt".

Hon. David Betancourt, President
County Treasurers' Association of Texas

A handwritten signature in black ink, reading "Alan J. Dierschke".

Hon. Alan Dierschke, Chair
Certification and Validation Committee

APR 23 2015

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE BY _____ DEPUTY
AND
JACK COUNTY ("CONTRACTOR")

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") and JACK COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2015-045719-001 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.508(2)(ii)(A) This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 C.F.R.504(e)(2)(i)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(a),(c)(e) and (f)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at <http://hhscx.hhsc.state.tx.us/tech/default.shtml> to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.514(d)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(E)(1)(i)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

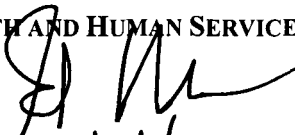
Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

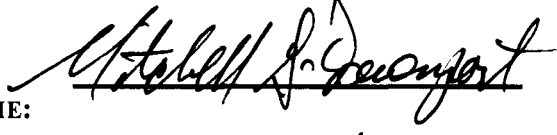
ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES

BY: 
NAME: Ed House
TITLE: COO
DATE: 4/2, 2015.

CONTRACTOR - County of Jack
BY: 
NAME: Mitchell J. Greenport
TITLE: County Judge
DATE: March 23, 2015.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER 2015-045719-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____

Thomas,Josh (DSHS)

From: Thomas,Josh (DSHS)
Sent: Tuesday, April 21, 2015 10:14 AM
To: 'Jan Robinson'
Cc: Guerrero,Chris (DSHS); Murphy,Vivian (DSHS)
Subject: FedEx Shipping: Data Use Agreement from Texas Vital Statistics Unit

Importance: High

Ms. Robinson,

I'm writing to confirm that we will ship (via FedEx Express Saver – third business day) a fully executed original copy of the Data Use Agreement to this address:

Jack County Clerk
Attn: Janice Robinson
100 N. Main St.
Ste 208
Jacksboro, TX 76458

The tracking number is **806045043373** – later this evening you may track the package at:
<http://www.fedex.com/us/track/> .

Please contact me if you need anything else regarding the shipping.

Thank you,
Josh

Josh Thomas
Texas Department of State Health Services | Vital Statistics Unit
512-776-7362 | josh.thomas@dshs.state.tx.us



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4143 - AUSTIN, TEXAS 78765-4143
CRIME RECORDS SERVICE
512 / 424-7364



COMMISSION
A CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

March 11, 2015

FILED FOR RECORD

_____ O'CLOCK _____ M.

MAR 20 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Ms. Janice Robinson
Jack County Clerk's Office
100 N. Main, Suite 208
Jacksboro, Texas 76458

Subject: Texas Dept. of Public Safety On-Site Audit

Dear Ms. Robinson,

Enclosed is the report on your recent non-criminal justice audit, which was performed on March 10, 2015 by Janet Raeke, Field Representative from the Texas Department of Public Safety. The audit consisted of an interview with Carla Marley, which specifically covered the non-criminal justice audit process as it pertains to state and federal laws.

After the interview, Access and Dissemination personnel performed an audit on the access, use, dissemination, storage, security, and destruction of criminal history record information.

No areas of non-compliance were found.

If you have any questions in regard to the results of this audit, please contact Susie Dial-Herrera, Access and Dissemination Bureau Supervisor, at 512-424-7927.

Sincerely,

Mike Lesko, Deputy Assistant Director
Law Enforcement Support
Crime Records Service

ML/jmr

DPS Audit
Form
AD-6

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STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4143 - AUSTIN, TEXAS 78765-4143
CRIME RECORDS SERVICE
512 / 424-7364



COMMISSION
A CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

March 11, 2015

CRIMINAL JUSTICE AUDIT REPORT

Jack County Clerk

ORG ID 16554

SUMMARY

The Texas Department of Public Safety (DPS) and Federal Bureau of Investigation (FBI) have established audit programs for the purposes of evaluating a criminal and non-criminal justice agency's compliance with state and federal statutes, regulations, policies, and procedures for the access, use, dissemination, storage, security, and destruction of criminal history record information.

TRAINING

During training, the following topics and others not listed here were discussed as baseline security awareness for all authorized personnel with access to criminal history record information: statutes and rules that describe the responsible access and dissemination of criminal history record information; protection of confidential information; threats, vulnerabilities, and risks associated with the handling of criminal history record information; visitor control and physical access to areas containing criminal history record information; electronic storage; destruction; and penalties for non-compliance.

As a reminder, *all* personnel with access to the DPS Secure Site must pass a DPS criminal history check. If you have any questions, please contact us at 512-424-7364.

AUDIT RESULTS

The DPS Access and Dissemination Bureau's Training and Audit Unit, recently conducted an on-site audit in reference to the security of the criminal history record information your agency receives through secure databases from the DPS, and if applicable, the FBI. This audit report is based on Texas and Federal law regulating the access and dissemination of criminal history record information. [Reference: Texas Government Code 411 and the CJIS Security Policy].

AREAS AUDITED

ACCESS TO CRIMINAL HISTORY RECORD INFORMATION

Policy: Texas Government Code 411.083(b) (2) requires the DPS to grant access to non-criminal justice agencies authorized by state or federal statute, or executive order to receive criminal history record information.

DPS Audit
Form
AD-6

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A non-criminal justice entity must provide the DPS with the name, sex, race, date of birth, and working title of each employee/official who will access and utilize information received from DPS databases. The DPS will conduct a name-based criminal history record check on each name submitted, and reserves the right to require a fingerprint-based criminal history record check on any employee/official. Only persons approved by the DPS will be granted access to DPS databases or information on behalf of the non-criminal justice entity. Any person who is not granted access due to the results of the name-based criminal history record check may dispute the findings through the submission of their fingerprints.

Important: The DPS reserves the right to limit the number of authorized employees/officials with access to DPS databases and information. In addition, DPS will strictly enforce the most restrictive set of rights, privileges, and guidelines governing access to DPS databases and information.

Finding: In-Compliance

Required Action(s): None

USE OF CRIMINAL HISTORY RECORD INFORMATION

Policy: Texas Government Code 411.084(a) Criminal history record information obtained from the department under this subchapter, including any identification information that could reveal the identity of a person about whom criminal history record information is requested and information that directly indicates or implies involvement of a person in the criminal justice system: (1) is for the exclusive use of the authorized recipient of the information; and (2) may be disclosed or used by the recipient only if, and to the extent that, disclosure or use is authorized or directed by: (A) this subchapter; (B) another statute; (C) a rule adopted under a statute; or (D) an order of a court of competent jurisdiction.

(a-1) The term "criminal history record" information under Subsection (a) does not refer to any specific document produced to comply with this subchapter but to the information contained, wholly or partly, in a document's original form or any subsequent form or use.

(b) Notwithstanding Subsection (a) or any other provision in this subchapter, criminal history record information obtained from the Federal Bureau of Investigation may be released or disclosed only to a governmental entity or as authorized by federal law and regulations, federal executive orders, and federal policy.

(c) An agency or individual may not confirm the existence or nonexistence of criminal history record information to any person that is not eligible to receive the information.

(d) If your agency is utilizing the Fingerprint-based Applicant Clearinghouse of Texas (FACT), records must be unsubscribed to when you are no longer entitled to access the information, per Government Code 411.0845.

Finding: In-Compliance

Required Action(s): None

DISSEMINATION OF CRIMINAL HISTORY RECORD INFORMATION

Policy: Texas Government Code 411.083(a) Criminal history record information maintained by the department is confidential information for the use of the department and, except as provided by this subchapter, may not be disseminated by the department. (b) The department shall grant access to criminal history record information to: (2) non-criminal justice agencies authorized by federal statute or executive order or by state statute to receive criminal history record information.

(d) The department is not required to release or disclose criminal history record information to any person that is not in compliance with rules adopted by the department under this subchapter or rules adopted by the Federal Bureau of Investigation that relate to the dissemination or use of criminal history record information.

Important: Access to DPS and FBI criminal history record information by authorized employees/officials is subject to cancellation if dissemination of information is made outside the receiving department, related agency, or authorized entity. In addition, access to DPS and FBI criminal history record information may not be disseminated to a person not authorized to receive the information. Criminal penalties (Government Code 411.085) are also in place for the improper dissemination of criminal history record information.

Finding: In-Compliance

Required Action(s): None

STORAGE AND SECURITY OF CRIMINAL HISTORY RECORD INFORMATION

Policy: Agencies are required to establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security and integrity.

Per the DPS Secure Databases and CJIS Security Policies: the computer site and/or terminal area must have adequate physical security to protect against any unauthorized personnel gaining access to the computer equipment or to any stored data; the location of all criminal history record information received from the DPS and FBI must have adequate physical security to protect against any unauthorized viewing or access to displayed, stored or printed criminal history record information at all times; passwords must be secure to prevent unauthorized access; the auto save password feature should be disabled to prevent unauthorized logon; ensure that computer terminals have session lock features of less than thirty minutes; user access must be terminated when access is no longer authorized; file cabinets must have locks.

Finding: In-Compliance

Required Action(s): None

DESTRUCTION OF CRIMINAL HISTORY RECORD INFORMATION

Policy: Destruction of criminal history record information must be performed by authorized users. Agencies with access to criminal history record information must follow their 411 statute regarding the destruction of criminal history record information. If the 411 statute does not provide a destruction timeframe, then the agency should follow the recommended timeframe presented during training or contact the training and audit unit to discuss a reasonable timeframe.

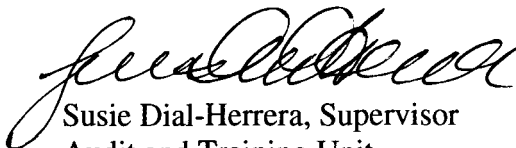
Finding: In-Compliance

Required Action(s): None

OTHER RECOMMENDATIONS

N/A

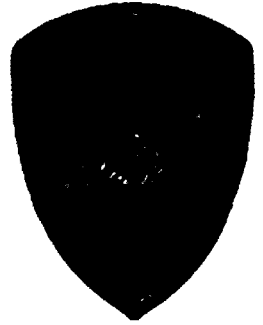
Sincerely,



Susie Dial-Herrera, Supervisor
Audit and Training Unit
Access and Dissemination Bureau
Crime Records Service



Jack County Sheriff's Office
1432 FM 3344
Jacksboro, Texas 76438
Ph: 940-567-2161
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Sheriff Melvin Mayo
www.jackcountysheriff.com



2014 Annual Racial Profiling Report

This report submitted to the Commissioners Court of Jack County this the 23rd day of March, 2015.

The Jack County Sheriff's Office conducted 297 traffic stops from 01/01/2014 to 12/31/2014, issuing a total of 144 citations and 163 written warnings.

The percentages of traffic stops by race are as follows:

White = 94.28 % of traffic stops.

Black = 2.69 % of traffic stops.

Hispanic = 3.03 % of traffic stops.

Asian = 0.00 % of traffic stops.

Other Race = 0.00 % of traffic stops.

FILED FOR RECORD

____ O'CLOCK ____ M.

MAR 23 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

There were a total of 19 vehicles searched in conjunction to the traffic stops.

There have been no reports or complaints filed against any member of the Jack County Sheriff's Office regarding the use of Racial Profiling in this 2014 reporting period.

Respectfully submitted: Chief Deputy Melissa Wade


County Judge Mitchell Davenport, Jack County

3-23-15
Date