

# Milam County Commissioner's Court

April 25, 2016

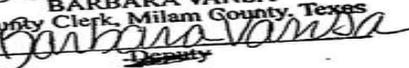
## COMMISSIONERS' COURT OF MILAM COUNTY, TEXAS

Notice is hereby given that a meeting of the above named Commissioner's Court will be held on Monday, the 25th of April, 2016, at 10:00 a.m., in the Commissioner's Courtroom, Milam County Courthouse, 102 S. Fannin, Cameron, Texas, at which time the following agenda items will be covered:

- Prayer -  
Period of silence followed by presentation of any additional prayers and words of encouragement  
(Please complete public participation form prior to meeting)
1. Call Meeting to Order and establish quorum
  2. Pledge of Allegiance - U.S. Flag, Texas Flag. "Honor the Texas Flag, I pledge allegiance to thee, Texas, one State, Under God, one and indivisible"
  3. Approve minutes of previous meetings
  4. Public Participation (Please complete public participation form prior to meeting)
  5. Approve Utility Installations
  6. Permission for entry and waiver of claims
  7. Approve tax abatement for Mayfield Dairy Queen and Classic Bank, recommended by the Milam County Industrial Development Corp.
  8. Accept Proclamation in Appreciation of Jury Service and "Jury Appreciation Week" May 2 - 6
  9. Approve Health Insurance Rates
  10. Grant permission to go out for bids for 3 dump trucks, Pct 3
  11. Discuss and take action on the resignation of election judges
  12. Approve the deputation of Nancy Tucker, Deputy County Clerk
  13. Review and approve AMR contract for providing injections.
  14. Discuss and approve contract proposal for financial services for WIC
  15. Approve payment of bills
  16. Adjourn

Dated this the 21st day of April, 2016  
Commissioners' Court of Milam County, Texas

By   
David L. Barkemeyer, County Judge

Filed 21 day of APRIL  
in 2016 At 3:20 P. M.  
BARBARA VANSA  
County Clerk, Milam County, Texas  
By   
Deputy

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 Courthouse door and the County Clerk's Office of Milam County, Texas, at a place readily accessible to the general public at all times on the 21st day of April, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 21st day of April, 2016  
County Clerk of Milam County, Texas  
Barbara Vansa

By 

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting the Commissioners Court will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes or decisions will be taken in open meeting.

- Prayer
- Any additional prayers and words of encouragement followed by period of silence (Please complete public participation form prior to meeting)

# Item 1

- Call meeting to Order and establish quorum

# Item 2

- Pledge of Allegiance
- Texas Flag
  - "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

## Item 3

- Approve minutes of previous meetings

# Item 4

- Public Participation
  - Please complete public participation form prior to meeting

## RULES OF PROCEDURE, CONDUCT, AND DECORUM AT MEETINGS OF THE MILAM COUNTY COMMISSIONERS' COURT

- IV. The business of Milam County is conducted by and between the members of the Milam County Commissioners Court and by those members of the county staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address the Commissioners Court on a particular issue or (issues) or unless the member (or members) of the public completes a Public Participation Form and submits same to the County Judge's Secretary or county clerk prior to the time the Court Session is called to order. A sample of the Milam County Commissioners Court Public Participation Form is attached hereto as Exhibit "A".
- Each member of the public who appears before the Commissioners Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.
  - Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item (or items) shall be limited to thirty (30) minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then only the first six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).
  - In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.
  - It is the intention of the Court to provide an open access to the citizens of Milam County to address the Commissioners Court and to express themselves on issues of county government. Members of the public are reminded that the Milam County Commissioners Court is a Constitutional Court, the Milam County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, all members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation.
  - It is not the intention of the Milam County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member (or members) of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:
    - Cancellation of a speaker's remaining time;
    - Removal from the Commissioners Courtroom;
    - A Contempt Citation; and/or
    - Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

# Item 5

- Approve Utility Installations

NOTICE OF PROPOSED INSTALLATION  
UTILITY LINE ON MILAM COUNTY RIGHT-OF-WAY

TO: Milam County Commissioners Court  
102 South Fannin Avenue  
Cameron Texas 76520

APR 21 2016

Date: APRIL 19, 2016

Formal notice is hereby given that **SOUTHWEST MILAM WATER SUPPLY CORPORATION**  
proposes to place a **WATER LINE**  
within the right-of-way of COUNTY ROAD 308 (242 C.R. 308)

as follows: (give location, length, general design, etc.)

SEE ATTACHED MAP FOR LOCATION -  
INSTALLATION OF A 4" PVC CARRIER PIPE ACROSS RIGHT OF WAY  
MINIMUM 36" IN DEPTH, PLACED PERPENDICULAR TO ROADWAY.

The line will be constructed and maintained on the road right-of-way as directed by Milam County Commissioners' Court in accordance with governing laws.

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual of Traffic Control Devices required for adoption by the "Transportation Code" (V.C.T.A. CH. 251)

The location and description of the proposed line and appurtenances is more fully shown by 2 copies of drawings attached to this notice.

Construction of this line is proposed to begin on or after the 10th day of MAY, 20 16.

**APPROVAL**

This application is hereby approved subject to the following understandings and restrictions:

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Milam County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Milam County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

**APPROVED BY MILAM COUNTY COMMISSIONERS' COURT**

by: \_\_\_\_\_

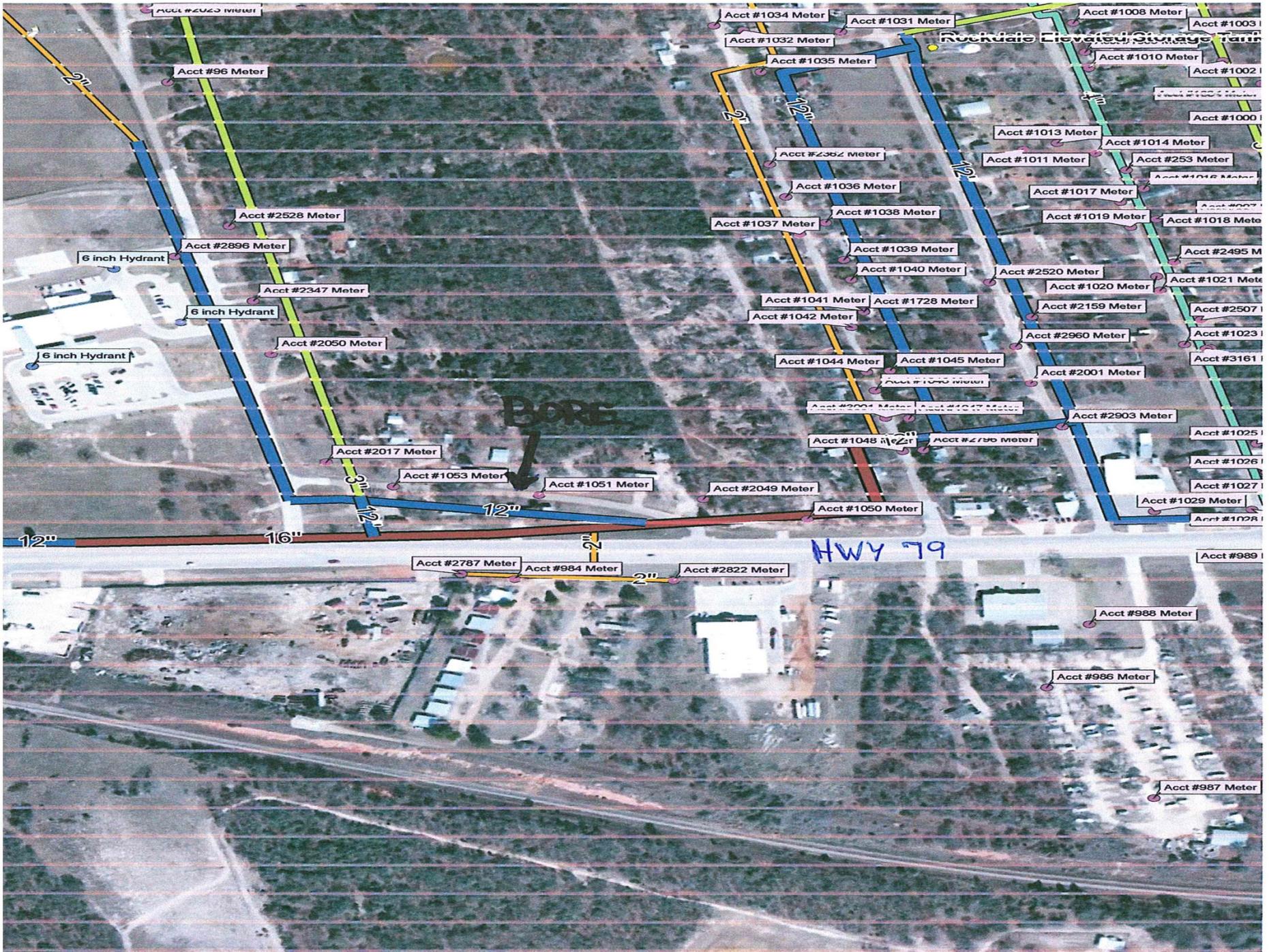
DATE: \_\_\_\_\_

**SOUTHWEST MILAM WATER SUPPLY CORPORATION**

PO BOX 232  
ROCKDALE TX 76567  
(512)446-2604 phone  
(512)446-7376 fax

  
\_\_\_\_\_  
Authorized Signature

KEN HALL, GENERAL MANAGER  
\_\_\_\_\_  
Printed Name



# Item 6

- Approve permission for entry and waiver of claims

# Item 7

- Approve tax abatement for Mayfield Dairy Queen and Classic Bank, recommended by the Milam County Industrial Development Corp.

MILAM COUNTY INDUSTRIAL DEVELOPMENT  
CORPORATION  
P.O. Box 835  
Cameron, Texas 76520

April 4, 2016

Judge Dave Barkemeyer  
Milam County Courthouse  
Cameron, Texas 76520

Via Facsimile 697-7002

Attn: Denise Wallace

Re: Milam County Industrial Development Corporation (MCIDC)  
Request for Item to Be Placed on Commissioner's Court Agenda

Dear Judge Barkemeyer:

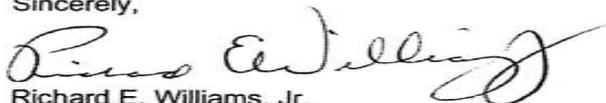
The Milam County Industrial Development Corporation met during our annual meeting on Monday, March 14, 2016 and as part of the meeting considered the request by Mayfield Dairy Queen and Classic Bank for tax abatement. A motion was passed as follows:

"to recommend to the Commissioner's Court that they approve the tax abatement request dated March 14, 2016 for Mayfield Dairy Queen for their anticipated \$1,375,000 improvements. Said abatement would be for 4 years at 80% at \$7172.00 per year or a total of \$28,688.00 for the four years".

"to recommend to the Commissioner's Court that they approve the tax abatement request originally dated March 14, 2016 for Classic Bank for their anticipated \$2,465,000 improvements. Said abatement would be for 4 years at 80% at \$12,857.44 per year or a total of \$51,429.76 for the four years".

A full copy of the Corporations minutes are enclosed for your review.

Sincerely,



Richard E. Williams, Jr.  
President  
Milam County Industrial Development Corp.

RW/kh

# Item 8

- Accept Proclamation in Appreciation of Jury Service and “Jury Appreciation Week” May 2 - 6

**PROCLAMATION IN APPRECIATION OF JURY SERVICE**

**THAT ON THIS** 25th day of April, 2016, the Commissioners Court of Milam County, Texas, met in duly called session at the Courthouse in Cameron, Texas, with the following members present:

David Barkemeyer, County Judge  
Richard "Opey" Watkins, Commissioner Precinct One  
Donald Shuffield, Commissioner Precinct Two  
John Fisher, Commissioner Precinct Three  
Jeff Muegge, Commissioner Precinct 4

**WHEREAS**, the right to a trial by jury is one of the core values of American citizenship; and

**WHEREAS**, the obligation and privilege to serve as a juror are as fundamental to our democracy as the right to vote; and

**WHEREAS**, our Court depends upon Citizens to serve as jurors; and

**WHEREAS**, service by citizens as jurors is indispensable to the judicial system; and

**WHEREAS**, all citizens should be encouraged to respond when summoned for jury service; and

**WHEREAS**, a continuing and imperative goal for the courts, the bar, and the broader community is to ensure that jury selection and jury service are fair, effective, and not unduly burdensome on anyone; and

**WHEREAS**, one of the most significant actions a court system can take is to show appreciation for the jury system and for the citizens who annually give their time and talents to serve on juries.

**BE IT RESOLVED** that the Milam County Commissioners Court, together with Milam County District Court and the Milam County Court is committed to the following goals:

- Educating the public about jury duty and the importance of jury service;
- Applauding the efforts of jurors who fulfill their civic duty;
- Ensuring that the responsibility of jury service is shared fairly by supporting employees who are called upon to serve as jurors;
- Ensuring that the responsibility of jury service is shared fairly among citizens and that a fair cross section of the community is called for jury service;
- Ensuring that all jurors are treated with respect and that their service is not unduly burdensome;
- Providing jurors with tools that will assist their decision making; and
- Continuing to improve the jury system by encouraging productive dialogue between jurors and court officials.

**BE IT FURTHER RESOLVED** that the week of May 2 - 6, 2016 be designated "Jury Appreciation Week" in Milam County and the undersigned support the celebration of this week.

**RESOLVED** this 25th day of April, 2016.

\_\_\_\_\_  
John Youngblood, Milam County District Judge

\_\_\_\_\_  
David L. Barkemeyer, Milam County Judge

\_\_\_\_\_  
Richard "Opey" Watkins, Commissioner, PCT 1

\_\_\_\_\_  
Donald Shuffield, Commissioner, PCT 2

\_\_\_\_\_  
John Fisher, Commissioner, PCT 3

\_\_\_\_\_  
Jeff Muegge, Commissioner, PCT 4

# Item 9

- Approve Health Insurance Rates



**Milam County**  
**May 1, 2016 - April 30, 2017**

**Premium Rates**

3-Tier Option Base	Medical CC80-\$500 OV/SP \$20/\$40 Deductible \$500 OOP Max \$2,000 LC8052020	Prescription LRX2-0002	MetLife Dental Mid	Total
Employee	\$706.51	Included in Medical	\$36.99	\$743.50
Employee + 1	\$1,578.12	Included in Medical	\$72.16	\$1,650.28
Employee +2 or more	\$2,013.90	Included in Medical	\$127.00	\$2,140.90

3-Tier Option Mid	Medical CC80-\$750 OV/SP \$25/\$50 Deductible \$750 OOP Max \$3,500 LC8073525	Prescription LRX2-0002	MetLife Dental Mid	Total
Employee	\$615.61	Included in Medical	\$36.99	\$652.60
Employee + 1	\$1,375.84	Included in Medical	\$72.16	\$1,448.00
Employee +2 or more	\$1,754.79	Included in Medical	\$127.00	\$1,881.79

3-Tier Option High	Medical CC80-\$1,500 OV/SP \$30/\$50 Deductible \$1,500 OOP Max \$5,000 LC8155030	Prescription LRX2-0002	MetLife Dental Mid	Total
Employee	\$567.79	Included in Medical	\$36.99	\$604.78
Employee + 1	\$1,271.69	Included in Medical	\$72.16	\$1,343.85
Employee +2 or more	\$1,621.60	Included in Medical	\$127.00	\$1,748.60

- (1) Broker Commission: 0.00%
- (2) Above rates include ACA fees (Transitional Reinsurance Program fee, Patient Centered Outcomes (PCORI) fee and Insurer Fees).
- (3) Medical rates include coverage for durable medical equipment, diabetic supplies and mandated mental health.
- (4) We reserve the right to change any premium rate including on a retrospective basis when the terms of the Agreement are changed or our liability has been altered because of a change in state or federal law or a substantive change in the composition of the group.
- (5) Please review the Summary of Benefits and Coverage (SBC) for a complete description of benefits.
- (6) Above rates assumes the benefits are on a calendar year basis.
- (7) CC and HMO plans are underwritten by Scott and White Health Plan (SWHP).
- (8) It is SWHP's understanding that the employer contribution is at least 100% towards the employee only rate of the Mid plan. This quote assumes that contribution will continue. If this information is incorrect, please provide the proposed contribution strategy.

\_\_\_\_\_ I hereby accept these rates as presented.  
 \_\_\_\_\_ I hereby accept these rates without the following riders: (use this option if applicable)

\_\_\_\_\_  
 Employer Signature  
 Marketing Representative: Jerry Kerbo (prepared by jkerbo)

\_\_\_\_\_  
 Date

# Item 10

- Grant permission to go out for bids for 3 dump trucks, Pct 3

# Item 11

- Discuss and take action on the resignation of election judges

**Jodi Morgan**

---

**From:** jdeastward@aol.com  
**Sent:** Friday, April 08, 2016 7:27 PM  
**To:** jmorgan@milamcounty.net  
**Subject:** Re: Primary Runoff

Jodi, After thinking about our conversation this morning I don't think it is fair to keep everyone waiting until after the Rockdale City election to make plans for future elections. Therefore, I am submitting my resignation.

It has been a pleasure working with all of you these past years....

Sincerely,  
Joyce Dalley

-----Original Message-----

From: Jodi Morgan <jmorgan@milamcounty.net>  
To: jdeastward <jdeastward@aol.com>  
Sent: Tue, Mar 29, 2016 11:18 am  
Subject: RE: Primary Runoff

We will check into it and let you know what we find out. Thank You Joyce

Filed 11th day of April  
in 2016 at 8 AM M.  
County Clerk, Milam County, Texas  
By BARBARA VANSA  
Joyce Dalley Deputy

Barbara Vansa, Milan County Clerk  
107 W. Main St.  
Cameron, TX 76520

April 9, 2016

Dear Barbara:

I have made the decision to not continue warping the voting polls in Milan County elections. The last four years warping the various elections have provided me the opportunity to feel I was fulfilling a needed service to Rockdale and Milan County. It has been a special benefit to meet so many wonderful citizens, neighbors and County staff. I will continue to value the special role we all play in our town and County.

Sincerely,

Sharon Cloud  
521 San Gabriel  
Rockdale, TX 76567

Filed 14<sup>th</sup> day of April  
in 2016, At 10:45 A.M.  
County Clerk BARBARA VANSA  
By Jade Noga Deputy

# Item 12

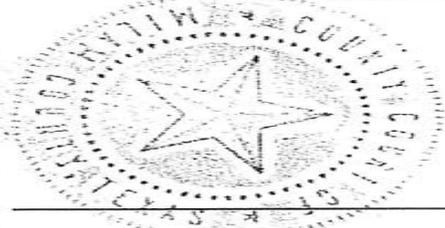
- Approve the deputation of Nancy Tucker, Deputy County Clerk

**DEPUTATION**

THE STATE OF TEXAS  
COUNTY OF MILAM }

I, **BARBARA VANSA, COUNTY CLERK**, of the County of Milam, and State of Texas, having full confidence in **NANCY TUCKER** of said County and State, do hereby, with the consent of the Commissioners' Court of Milam County, Texas, nominate and appoint her, the said **NANCY TUCKER** my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said **COUNTY CLERK** of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 18 day of APRIL A.D. 2016



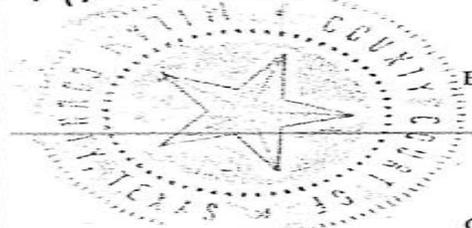
Barbara Vansa  
BARBARA VANSA

COUNTY CLERK of MILAM County, Texas.

THE STATE OF TEXAS  
COUNTY OF MILAM }

Before Me, the undersigned authority, in and for Milam County, Texas, on this day personally appeared **BARBARA VANSA** known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Cameron, Texas, this 18 day of APRIL A.D. 2016



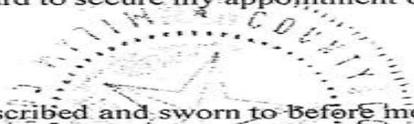
By Jodi Morgan Barbara Vansa, Milam County Clerk  
Deputy Clerk

**OATH OF OFFICE**

I, **NANCY TUCKER**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **COUNTY CLERK** 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 to secure my appointment or the confirmation thereof. So help me God.

Nancy Tucker  
Nancy Tucker

Subscribed and sworn to before me, this 18 day of APRIL A.D. 2016



# Item 13

- Review and approve AMR contract for providing injections



## MOBILE HEALTH SERVICES AGREEMENT

**THIS AGREEMENT** is made between the American Medical Response company ("AMR") and the customer (the "Customer") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

**WHEREAS**, the Customer desires to have AMR render to its clients, customers, patients, or employees ("Patients") certain out-of-hospital mobile health services and AMR has the experience and resources available to provide such services;

**WHEREAS**, the Customer and AMR desire to provide the best possible care and comfort to the Patients;

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Provision of Services.** AMR will provide the mobile health services described in Schedule "A" hereto (the "Services") to Patients on the conditions, if any, described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"), as requested by the Customer and/or its agents.
- 2. Compliance.** Each party will abide in all material respects by all applicable federal (including any Department of Transportation ("DOT") regulations and the Anti-Kickback Statute) and state laws and regulations in connection with its provision of Services hereunder. All personnel that provide the Services will be licensed or certified as required by applicable law. For Services that require AMR to send specimens or samples from Patients to an outside laboratory, AMR will use laboratories that are certified and licensed to analyze the specimen or sample taken. All vehicles that AMR uses for Services will conform to any applicable state regulations and any applicable licensure requirements.
- 3. Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to mobile health services.
- 4. Scheduling of Services.** Customer shall provide AMR with a minimum of two (2) business days notice to provide scheduled Services ("Scheduled Services"). For Services which by their nature cannot be pre-scheduled, Customer shall request Services from AMR as soon as it determines that it needs Services ("Unscheduled Services"). AMR's response for a request for Unscheduled Services is subject to availability of resources including, vehicles and personnel. The Customer recognizes that resources may not be immediately available.
- 5. Compensation and Billing.** The Customer shall pay to AMR the amounts set out in Schedule "A" for Services

provided to Patients. Payment shall be made within thirty (30) days of the invoice date. In the event payment is not timely made, AMR reserves the right to charge interest on the unpaid amount at the rate of twelve percent (12%) per annum.

- 6. Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
- 7. Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
- 8. Term.** The initial term of this Agreement shall be one year, commencing on the Commencement Date set out in Schedule "A" hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
- 9. Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (30) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within fifteen (15) days of notice thereof to the other party. Notwithstanding the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to respond to requests by the Customer for the provision of Services to Patients within the Service Area, if such failure is not cured within ten (10) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR's loss or suspension of licensure necessary for the provision of the Services.
- 10. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:



## MOBILE HEALTH SERVICES AGREEMENT

If to Customer:

**Insert Customer Contact**  
**Insert Customer Legal Name**  
**Insert Street Address**  
**Insert City, State, Zip**

If to AMR:

General Manager  
American Medical Response  
**11911 Radium St**  
**San Antonio, TX 78216**

With Mandatory Copy to:

Legal Department  
American Medical Response, Inc  
6200 South Syracuse Way, Suite 200  
Greenwood Village, Colorado 80111

11. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
12. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
13. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
14. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
15. **Compliance Program and Code of Conduct.** AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
16. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
17. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.
18. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed



**MOBILE HEALTH SERVICES AGREEMENT**

in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement.

**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement.

**Insert Legal Name of AMR Subsidiary**

By: \_\_\_\_\_  
Steven Dralle, Regional Director

**Insert Legal Name of Customer**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



AMERICAN MEDICAL RESPONSE®

**MOBILE HEALTH SERVICES AGREEMENT**

**SCHEDULE "A"**

**I. Services and Rates:**

Scheduled Immunizations	Rate*
TB Skin Test	N/A
TB Skin Test Reads	N/A
Hep A/B (twinrex) injections	N/A
Hep B Injection	N/A
DPT	N/A
Flu Shot	N/A
Immune Globulin	N/A
HEP Titer	N/A

\* The asterisk denotes an additional on-site charge of \$40 per hour for each AMR member required to provide the Services.

On-Site charge of \$40/hr is the only fee for the provision of one (1) paramedic and an ambulance to provide vaccinations provided by the county health department. This includes supplies necessary for the administration of these vaccines (syringes, etc.), and is based on the consideration of the county health department collecting their own records for the administered vaccines.

**II. Service Area**

Services shall be provided in and around Milam County and in other locations as may be agreed upon by the parties.

**III. Commencement Date**

The commencement date referred to in Section 8 of this Agreement shall be: Insert Commencement Date

**IV. Other**

The Rates in this Schedule "A" are subject to change based on product availability, increases in product manufacture costs and/or increases in laboratory charges. AMR will provide Customer with any Rates that have changed at the time that Customer requests the Services.

# Item 14

- Discuss and approve contract proposal for financial services for WIC

## CONTRACT FOR FINANCIAL SERVICES

This agreement (the "Agreement"), made as of the date signed below, is between Benny Jasso, (Contractor) 5916 Fergus, Kyle Texas 78640, and Milam County Health Department WIC Program, Local Agency #105 (LA #105).

### 1. SCOPE OF SERVICES

Contractor agrees to perform the financial billing services for LA #105 in accordance with WIC policy on a non-exclusive basis on behalf of LA #105.

Contractor shall provide the services for up to 15 hours per month. The number of hours worked up to the maximum allowable hours shall be at the discretion of Contractor. Hours may increase as needed with the prior approval of LA #105.

### 2. TERM

This Agreement shall remain in effect from (insert date) and shall automatically renew annually unless either party gives sixty (60) days notice of its intent not to renew. The initial contract term and any subsequent additional contract term are subject to State Agency Funding approval. In the event that State Funding Agency approval is not received this agreement shall automatically be terminated.

### 3. PERFORMANCE OF WORK

Contractor shall complete and submit monthly WIC billing and required financial reporting to the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC). Contractor will provide financial consultation and analysis of fiscal integrity and soundness of the LA #105 WIC program. Contractor shall:

- (a) Prepare and submit all vouchers for payment of services and/or purchases made by LA #105 to the Milam County Auditor's office by the Tuesday prior to the bi-monthly Commissioner's Court meetings.
- (b) Prepare and submit the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at [WicVouchers@dshs.state.tx.us](mailto:WicVouchers@dshs.state.tx.us) in accordance with WIC Policy.
- (c) LA #105 will submit to Contractor an electronic copy of the LA #105, WIC program payroll register, WIC timesheets, fringe benefits detail, general ledger and supporting documentation for WIC expenses by the 10th day of each month.
- (d) Contractor shall submit and update the LA #105 "Plan to Allocate Direct Costs" (PADC) as required for DSHS acceptance.
- (e) All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the PADC submitted by Contractor.

IN WITNESS WHEREOF, Milam County Health Department WIC Program and Benny Jasso, intending to be legally bound, have caused this Agreement to be duly executed effective on the day and year first written above.

Milam County Health Department WIC Program

Benny Jasso

By: \_\_\_\_\_  
*Debbie Olbrich, RN, WIC Director*

By: \_\_\_\_\_  
*Benny Jasso*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A – SCOPE OF SERVICES**

Services to be provided:

- 1) Review and comply with Local and State WIC Agency Policies.
- 2) Provide consulting purchasing and billing services for LA #105.
- 3) Conduct reconciliation between purchases, bills and time sheets/personnel costs with County's General Ledger
- 4) Submit PADC.
- 5) Submit monthly State of Texas B-13.
- 6) Submit quarterly FSRs and county-related financial reports.
- 7) Submit annual WISE cost report.
- 8) Update and submit GC-11.
- 9) Request purchase approvals.
- 10) Submit extra funding requests.
- 11) Address fiscal finding resulting from DSHS WIC on site monitoring visit.

# Item 15

- Approve Payment of Bills

# Prepaid General Fund Utilities

Atmos Energy	\$1,095.20
Progressive Waste Solutions of TX	\$73.70
Reliant Energy Solutions	\$10.85
Verizon Wireless	\$1,606.21

**Fund Total**

**\$2,785.96**

# Unpaid Bills to Approve Over \$2,500

## General Fund

Best Choice Food Group	\$3,244.90
Climate Control AC & Heating	\$9,152.66
CTWP Leasing	\$2,714.08
D6 Technologies LLC	\$5,415.00
Edoc Tec – Acctng Office	\$27,500.00
Gulf Coast Paper Co.	\$2,762.29
Harrell, Stoebner & Russell, PC	\$22,960.00
Infinity Remodeling	\$3,450.00
Miller Uniforms & Emblems	\$2,973.67
Office Depot	\$2,568.46
Purchase Power	\$6,037.55
Scott & White Clinic MD	\$3,633.61
Scott & White Hospital	\$27,557.82
Texas Assoc of Counties	\$3,161.66
Texas Co. Med Examiner	\$5,800.00
Xerox Business Services LLC	\$3,192.69

**Fund Total**

**\$159,290.04**

# Unpaid Bills to Approve Over \$2,500

## R & B Fund, PCT #1

Bank of The West	\$2,931.02
Deere Credit INC	\$3,077.50

R & B Fund, PCT #1 Total                      \$6,455.58

# Unpaid Bills to Approve Over \$2,500

## **R & B Fund, PCT #2**

Anderson Machinery Austin INC	\$23,779.68
Caterpillar Financial Services Corp	\$2,590.72
Texas Road and Sign Supply	\$6,972.18

**R & B Fund, PCT #2 Total** **\$39,976.77**

# Unpaid Bills to Approve Over \$2,500

## R & B Fund, PCT #3

Anderson Machinery Austin INC	\$3,656.97
Caterpillar Financial Services Corp	\$5,373.44
G & T Truck & Auto	\$5,152.11

R & B Fund, PCT #3 Total \$20,052.61

# Unpaid Bills to Approve Over \$2,500

## R & B Fund, PCT #4

Anderson Machinery Austin INC

\$6,900.80

R & B Fund, PCT #4 Total

\$14,963.02

# Unpaid Bills to Approve Over \$2,500

## Transaction Fees

Mccreary, Veselka, Bragg & Allen PC	\$4,887.82
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Fund Total	\$5,189.82
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# Unpaid Bills to Approve Over \$2,500

## Grant Fund

20<sup>th</sup> 82<sup>nd</sup> Jud Dist Juv Prob

\$2,679.08

Fund Total

\$2,679.08

Unpaid Bills to Approve

**Grand Total**

**\$259,385.62**

# Item 16

- Adjourn