

THE STATE OF TEXAS        )  
                                      :  
 COUNTY OF WINKLER        )

On this the 10th day of September, 2012, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
J. R. Carpenter	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Billy Ray Thompson	Commissioner, Precinct No. 4
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

constituting the entire Court, at which time the following among other proceedings were had:

Judge Leck called the meeting to order at 9:00 o'clock A.M.

At this time a public hearing was conducted on the proposed 2013 County Budget. Judge Leck presented an overview of the proposed budget and explained the budget process. The proposed budget for 2013 is \$21,458,266.77 (County Budget \$11,697,045.21 + \$1,500,000.00 Hospital Supplement + \$655,000.00 Hospital Software = \$13,852,045.21 plus Hospital Budget \$7,606,221.56) and is based on a tax rate of \$.7213.

Judge Leck asked for matters of business from the audience. Chase Settle, Extension Agent – Agriculture gave a report on 4-H participation in the Permian Basin Fair in Odessa.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Gina Ellis on behalf of the Girl Scouts of Winkler County to use Recreation Center at County Park in Kermit on Saturday, October 13, 2012; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Mike Hanks on behalf of First Assembly of God to use Recreation Center at County Park in Kermit on Saturday, September 15, 2012 and Saturday, September 29, 2012 for church youth meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Garden Club to use lobby of

Courthouse for flower show on Thursday, November 15, 2012; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Chamber of Commerce to hold Chihuahua Races on the Courthouse lawn on Saturday, September 22, 2012; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Proclamation designating week of October 7 – 13, 2012 National 4-H Week in Winkler County; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

# Proclamation

## 2012 NATIONAL 4-H WEEK

**WHEREAS**, the Winkler County Commissioners' Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 105 years of providing experience-based education to youngsters throughout the Lone Star State; and

**WHEREAS**, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

**WHEREAS**, its more than 660,000 urban, suburban, and rural participant, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

**WHEREAS**, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 32,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

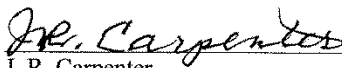
**WHEREAS**, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great;

**NOW, THEREFORE, BE IT RESOLVED**, that the Winkler County Commissioners' Court hereby designates October 7 - 13, 2012, as National 4-H Week in Winkler County and commends the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

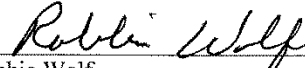
**THEREFORE, IN OFFICIAL RECOGNITION WHEREOF**, we, the undersigned, do hereby affix our signatures this the 10<sup>th</sup> day of September, 2012.



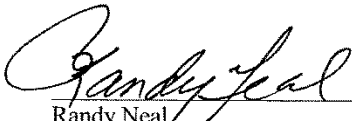
Bonnie Leck  
Winkler County Judge



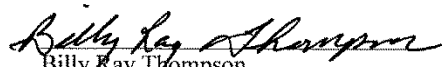
J. R. Carpenter  
Commissioner, Precinct 1



Robbie Wolf  
Commissioner, Precinct 2

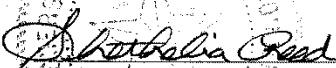


Randy Neal  
Commissioner, Precinct 3



Billy Ray Thompson  
Commissioner, Precinct 4

ATTEST:



Shethelia Reed  
Winkler County Clerk

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following salary schedule change for Winkler County Memorial Hospital:

**WINKLER COUNTY MEMORIAL HOSPITAL  
MAXIMUM SALARIES  
2012**

		CURRENT WAGE		SALARY
		HRLY WAGE LOW	HRLY WAGE HIGH	
<b><u>NURSING</u></b>				
1	DIRECTOR OF NURSING	\$ 28.00	\$ 30.08	
6	RN - FLOOR	\$ 23.33	\$ 26.83	
4	RN - ER	\$ 23.33	\$ 26.83	
	RN - PRN		\$ 30.00	
3	LVN - FLOOR	\$ 14.58	\$ 20.33	
4	LVN - ER	\$ 14.58	\$ 19.33	
	LVN - PRN		\$ 20.00	
4	CNA	\$ 9.93	\$ 10.08	
<b><u>LABORATORY</u></b>				
1	SUPERVISOR	\$ 21.08	\$ 26.58	
2	TECH	\$ 17.50	\$ 19.58	
0.5	PHILBOTOMIST	\$ 9.00	\$ 10.00	
	PRN		\$ 16.00	
1	WEEKEND TECH			\$ 700.00
<b><u>RADIOLOGY</u></b>				
1	SUPERVISOR	\$ 21.58	\$ 24.58	
1	TECH	\$ 21.00	\$ 23.58	
1/2	CLERK	\$ 8.28	\$ 9.00	
1	WEEKEND TECH			\$ 550.00
<b><u>PHARMACY</u></b>				
1	PHARMACIST			\$ 2,003.20
1	TECH	\$ 11.58	\$ 13.08	
<b><u>PHYSICAL THERAPY</u></b>				
1/2	CLERK	\$ 8.28	\$ 9.00	

REVISED 09 05 2012

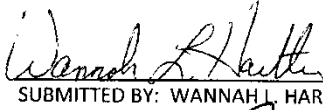
**WINKLER COUNTY MEMORIAL HOSPITAL  
MAXIMUM SALARIES  
2012**

		HRLY WAGE LOW	CURRENT WAGE HRLY WAGE HIGH	SALARY
<b><u>ADMINISTRATION</u></b>				
1	ADMINISTRATIVE ASSISTANT	\$ 8.50	\$ 9.50	
<b><u>IT</u></b>				
1	COMPUTER TECH		\$ 20.85	
<b><u>BUSINESS OFFICE</u></b>				
1	BUSINESS OFFICE MANAGER	\$ 17.08	\$ 18.06	
1	MEDICARE BILLER	\$ 11.58	\$ 14.58	
3	INSURANCE BILLER	\$ 9.58	\$ 11.58	
1	DATA ENTRY CLERK	\$ 9.58	\$ 10.58	
1 1/2	CLERK	\$ 8.00	\$ 9.58	
4	ADMISSION CLERK	\$ 9.00	\$ 10.58	
<b><u>DIETARY</u></b>				
1	SUPERVISOR	\$ 10.00	\$ 11.00	
4	COOK	\$ 9.00	\$ 9.58	
<b><u>HOUSEKEEPING/MAINTENANCE/LAUNDRY</u></b>				
1	LAUNDRY	\$ 9.00	\$ 10.58	
1	MAINTENANCE WORKER	\$ 10.00	\$ 11.00	
3	HOUSEKEEPER	\$ 8.00	\$ 9.33	
<b><u>MEDICAL RECORDS</u></b>				
1	SUPERVISOR	\$ 17.08	\$ 19.48	
2	CLERK	\$ 9.58	\$ 11.21	
<b><u>MATERIALS MANAGEMENT</u></b>				
1	PURCHASING AGENT	\$ 11.08	\$ 13.58	
<b><u>HUMAN RESOURCES</u></b>				
1	HR/PAYROLL CLERK	\$ 10.58	\$ 12.58	
<b><u>DIRECTOR OF PERFORMANCE IMPROVEMENT</u></b>				
1	DIRECTOR	\$ 24.08	\$ 30.08	

REVISED 09 05 2012

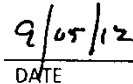
**WINKLER COUNTY MEMORIAL HOSPITAL  
MAXIMUM SALARIES  
2012**

		CURRENT WAGE		SALARY
		HRLY WAGE LOW	HRLY WAGE HIGH	
<b><u>RURAL HEALTH CLINIC</u></b>				
2	MID-LEVEL PRACTITIONER			130,000 - 140,000
1	CLINIC ADMINISTRATIVE MANAGER	\$ 17.82	\$ 18.82	
3	LVN	\$ 14.58	\$ 15.58	
3	CNA	\$ 9.71	\$ 9.93	
1	INSURANCE BILLER	\$ 9.08	\$ 11.58	
2	RECEPTIONIST	\$ 8.71	\$ 9.71	
<hr/>				
1.	NURSING SALARIES ARE SUBJECT TO MARKET CONDITIONS			
2.	\$1.00 CALL PAY PER HOUR FOR NURSING, MAINTENANCE, LAUNDRY & REGISTRATION			
3.	ER SHIFT DIFF 7 PM TO 7 AM - RN \$3.00 / LVN \$1.00 HRLY			
4.	ER SHIFT DIFF 7 AM TO 7 PM - RN \$1.50 / LVN \$.50 HRLY			
5.	LONGEVITY IS PAID TO EMPLOYEES AFTER FIVE YEARS OF SERVICE AT THE RATE OF \$20.00 PER MONTH PER YEAR OF SERVICE.			
6.	EMPLOYEES OVER THE AVERAGE ARE GRANDFATHERED IN			
7.	C.O.L.A. NOT INCLUDED IN SALARY SCHEDULE			

  
SUBMITTED BY: WANNAH L. HARTLEY

  
DATE

  
APPROVED BY: WILLIAM E. ERNST

  
DATE

REVISED 09 05 2012

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve request of Sheriff to hire jailer for Winkler County Law Enforcement Center to fill vacancy; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Sheriff to reclassify Deputy Jailer position to Field Deputy position at Winkler County Law Enforcement Center; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve purchase, installation and programming of ten (10) Motorola portable radios for Sheriff's Office in the amount of \$15,650.00 from contingency funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Monthly Report of Investment Officer; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A		B	C	D	E	F	G	H	I	J	K	L
1												
2												
3												
4	RECEIPTS & EXPENDITURES											
5	BEGINNING BALANCE JULY 1, 2012											
6	AMOUNT RECEIVED SINCE LAST REPORT											
7	VD CKS											
8												
9	MASTERCARD CHARGE											
10	RETURNED CHECKS											
11	AMOUNT PAID OUT SINCE LAST REPORT											
12	WIRE TRANSFERS											
13	JURY CKS											
14	CSGD PAYROLL TRANSFER											
15	TRANSFER FICA											
16	ACCOUNTS PAYABLE											
17	PAYROLL											
18	AMOUNT TO BALANCE											
19	BALANCE											
20												
21												
22	REPORT OF INVESTMENTS											
23												
24												
25	FEDERAL RESERVE - T-BILL ACCOUNTS											
26	26 WEEK T-BILL CUSIP #912795Y70											
27	26 WEEK T-BILL CUSIP #912795Y70											
28	26 WEEK T-BILL CUSIP #912795Y70											
29	26 WEEK T-BILL CUSIP #912795Y70											
30	26 WEEK T-BILL CUSIP #912795Y70											
31	26 WEEK T-BILL CUSIP #912795Y70											
32	26 WEEK T-BILL CUSIP #912795Y70											
33	26 WEEK T-BILL CUSIP #912795Y70											
34	26 WEEK T-BILL CUSIP #912795Y70											
35	26 WEEK T-BILL CUSIP #912795Y70											
36	26 WEEK T-BILL CUSIP #912795Y70											
37	26 WEEK T-BILL CUSIP #912795Y70											
38	BALANCE RESERVE											
39	TEXPOOL											
40	GENERAL FUND											
41	HOSPITAL											
42	BALANCE-TEX-POOL											
43	TEX-POOL'S PORTFOLIO ASSET SUMMARY											



A	B	C	D	E	F	G	H	I	J	K	L
45	CERTIFICATES OF DEPOSIT										
46	SOUTHWEST BANK-WINK	0.30%	2/7/2013	\$99,999.00		\$99,999.00	\$100,598.99	\$100,598.99	\$570.99	\$33.12	\$32.06
47	COMMERCIAL STATE BANK OF ANDREWS	0.30%	7/16/2013	\$100,000.00		\$100,000.00	\$100,099.99	\$100,070.99	\$70.99	\$67.95	\$66.75
48	PECOS STATE BANK	0.30%	7/13/2013	\$250,000.00		\$250,000.00	\$248,600.00	\$248,552.50	(\$447.50)	\$127.39	\$126.75
49	SECURITY STATE BANK OF MONAHANS	0.41%	3/20/2013	\$150,000.00		\$150,000.00	\$150,160.00	\$150,131.50	\$131.50	\$59.87	\$57.95
50	WEST TEXAS STATE BANK OF KERMIT	0.75%	3/24/2013	\$2,000,000.00		\$2,000,000.00	\$2,002,920.00	\$2,002,920.00	\$2,920.00	\$1,231.51	\$1,191.78
51	COMMERCIAL STATE BANK OF ANDREWS	0.60%	9/6/2012	\$150,000.00		\$150,000.00	\$149,955.00	\$149,941.50	(\$58.50)	\$24.59	\$24.59
52	TRANSPECOS BANKS OF PECOS	0.30%	3/29/2013	\$150,000.00		\$150,000.00	\$150,810.00	\$150,791.50	\$571.00	\$57.10	\$56.48
53	WEST TEXAS NATIONAL BANK OF KERMIT	0.45%	3/31/2013	\$150,000.00		\$150,000.00	\$150,660.00	\$150,631.50	\$691.50	\$67.17	\$66.66
54	WEST TEXAS NATIONAL BANK OF KERMIT	0.45%	3/27/2013	\$100,000.00		\$100,000.00	\$100,440.00	\$100,421.00	\$421.00	\$58.11	\$56.89
55	WEST TEXAS STATE BANK OF KERMIT	0.55%	7/22/2013	\$1,000,000.00		\$1,000,000.00	\$1,002,210.00	\$1,002,210.00	\$2,210.00	\$487.12	\$487.12
56	WEST TEXAS STATE BANK OF KERMIT	0.65%	7/13/2013	\$1,000,000.00		\$1,000,000.00	\$1,002,210.00	\$1,002,210.00	\$2,210.00	\$487.12	\$487.12
59				\$5,249,999.00							
60	BALANCE-CDS										
62	CASH IN BANK-KERMIT STATE BANK	0.000%			\$5,249,999.00	\$5,249,999.00	\$5,261,993.98	\$5,261,011.48	\$11,012.48	\$2,695.87	\$2,782.29
63					\$888,802.85	\$743,408.85	\$888,802.85	\$743,408.85		\$0.00	\$0.00
64	TOTAL CASH IN BANK				\$888,802.85	\$743,408.85	\$888,802.85	\$743,408.85		\$0.00	\$0.00
66											
67	July 31, 2012										
68	TOTAL ASSETS: CASH IN BANK, TEX-POL, FEDERAL RESERVE, INVESTMENTS			GENERAL FUND	HOSPITAL PROJECT	INTEREST & SINKING		PLEDGED SECURITIES - WEST TEXAS STATE BANK			4/30/2012
69				\$76,614,318.07	\$	159,499.62	CUSIP #31403YD86	ORIGINAL FACE	PAR VALUE	BOOK VALUE	MARKET VALUE
70							CUSIP #3138EHAP7	\$1,600,000.00	\$160,401.02	\$498,055.26	\$499,283.02
71							CUSIP #31402DML1	\$7,000,000.00	\$713,054.89	\$1,447,342.30	\$1,459,947.16
72							CUSIP #31417S513	\$5,000,000.00	\$3,489,137.40	\$3,790,657.21	\$3,797,618.70
73							CUSIP #3138EHAP7	\$4,200,000.00	\$3,403,948.28	\$3,796,999.05	\$3,795,971.11
74								\$19,500,000.00	\$10,115,973.71	\$11,117,811.44	\$11,178,664.16
75											
76	THE STATE OF TEXAS, COUNTY OF WINKLER: Before me, the undersigned authority, on this day personally appeared Jeanna Wilhelm, Winkler County Investment Officer, who being by me duly sworn, upon oath, says that the within										
77	and foregoing report is true, correct and prepared in compliance with generally accepted accounting principles.										
78							Jeanna Wilhelm				
79							Shariella Reed				
80											
81											

WINKLER COUNTY MEMORIAL HOSPITAL  
BANK RECONCILIATION WORKSHEET:

July

<u>BALANCE ENDING PRIOR MONTH:</u>	<u>\$317,724.22</u>	
ADD DEPOSITS:	\$841,496.35	
INSUFFICIENT FUNDS	(\$71.25)	
M/C CHARGES	(\$350.25)	
AMERICAN EXPRESS CHARGES	(\$7.95)	
	(\$5.36)	
	(\$0.90)	
TOTAL DEPOSITS AND VOIDED CHECKS	<u>\$1,158,784.86</u>	
<u>LESS DISBURSEMENTS:</u>		
ACCOUNTS PAYABLE CK VOIDED BUT CLEARED		
ACCOUNTS PAYABLE:	\$530,497.03	
PAYROLL:	\$144,344.94	
TOTAL DISBURSEMENTS	<u>\$674,841.97</u>	
<u>AMOUNT TO BALANCE:</u>		<u>\$483,942.89</u>
<u>BALANCE PER BANK STATEMENT:</u>	\$511,953.54	
<u>LESS OUTSTANDING CHECKS</u>		
ACCOUNTS PAYABLE	\$12,225.39	
PAYROLL	\$15,784.76	
CK 21337 CLEARED FOR LESS	\$0.50	
TOTAL OUTSTANDING CHECKS	\$28,010.65	
<u>AMOUNT TO BALANCE:</u>		<u>\$483,942.89</u>

JULY BANK TRANSACTION										
DATE	RHC RECEIPT NUMBER	ER RECEIPT NUMBER	CHECK NUMBER	PAYROLL	ACCOUNTS PAYABLE	MASTERCARD EXPENSE	COUNTY SUPPORT	WIRE TRANSFERS	DEPOSITS	BALANCE
7/2/2012	40893-40898	69705-69715						\$ 5,272.98	\$ 12,464.97	\$ 330,189.19
7/2/2012								\$ 4,223.62	\$ 0.50	\$ 330,189.69
7/2/2012								\$ 1,507.54		\$ 335,462.67
7/2/2012								\$ 312.15		\$ 339,686.29
7/2/2012								\$ 53.82		\$ 341,193.83
7/2/2012								\$ 133.94		\$ 341,505.98
7/3/2012	40899-40906	69716-69723						\$ 2,846.01	\$ 11,117.44	\$ 341,693.74
7/3/2012								\$ 866.68		\$ 352,811.18
7/3/2012								\$ 468.40		\$ 355,657.19
7/3/2012								\$ 344.61		\$ 356,523.87
7/3/2012								\$ 341.00		\$ 356,992.27
7/3/2012								\$ 20.00		\$ 357,336.88
7/3/2012								\$ (0.25)		\$ 357,677.88
7/5/2012	40907-40915	69724-69729						\$ 4,498.02	\$ 5,500.63	\$ 357,697.88
7/5/2012								\$ 2,887.84		\$ 363,198.26
7/5/2012								\$ 2,622.00		\$ 367,696.28
7/5/2012								\$ 284.25		\$ 370,584.12
7/5/2012								\$ 184.89		\$ 373,490.37
7/5/2012								\$ 130.18		\$ 373,675.26
7/5/2012								\$ 58.10		\$ 373,805.44
7/5/2012			20834-20840 vd							\$ 373,863.54
7/5/2012			20841-20847		\$ 4,860.14					\$ 373,863.54
7/5/2012			20847-vd							\$ 369,003.40
7/5/2012			20848-20913		\$ 359,500.66					\$ 369,003.40
7/6/2012	40916-40923	69730-69735						\$ 53,565.51	\$ 6,776.43	\$ 9,502.74
7/6/2012								\$ 5,210.91		\$ 16,279.17
7/6/2012								\$ 377.20		\$ 69,844.68
7/6/2012								\$ 374.20		\$ 75,432.79
7/6/2012								\$ 360.98		\$ 75,806.99
7/6/2012								\$ 218.14		\$ 76,167.97
7/6/2012								\$ 130.57		\$ 76,386.11
7/6/2012								\$ 36.20		\$ 76,516.68
7/9/2012	40924-40930	69736-69745						\$ 23,556.57	\$ 32,527.23	\$ 76,552.88
7/9/2012								\$ 1,747.76		\$ 109,080.11
7/9/2012								\$ 467.19		\$ 132,636.68
7/9/2012								\$ 282.32		\$ 134,384.44
7/9/2012								\$ 268.19		\$ 134,851.63
7/9/2012								\$ 214.60		\$ 135,133.95
7/9/2012								\$ 131.88		\$ 135,402.14
7/9/2012								\$ 112.06		\$ 135,616.74
7/9/2012										\$ 135,748.62
7/9/2012										\$ 135,860.68

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A/P Check Register

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AP508R

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Sort will be by company # by cash account #  
Company Range Option:  
Start: 0000 WINKLER COUNTY MEMORIAL HOSPIT End: 9999  
Start check date.....: 7/01/2012 End check date.....: 7/31/2012  
Omit Discounts from the register?: N  
Detail or Summary Register (D/S)....: S  
Omit void (unused) checks?.....: N  
Start new page after cash account?: Y  
User Rpt Heading....: AD  
Printer Queue.....: AD  
Imaging option.....: X (1-Print only, 2-Image only, 3-Print & Image)  
Print Recap Roger...: X  
Report & options selected by: JEANNAM  
Selected from workstation....: SWILHELM



WINKLER COUNTY MEMORIAL HOSPIT 0000

A/P Check Register

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Check #	Chk Date	Vendor#	Vendor Name	Vendor Type	M/C	Discount Amt.	Check Amount	Status
20834	7/03/12		Not Used		C			Void/Not Used
20835	7/03/12		Not Used		C			Void/Not Used
20836	7/03/12		Not Used		C			Void/Not Used
20837	7/03/12		Not Used		C			Void/Not Used
20838	7/03/12		Not Used		C			Void/Not Used
20839	7/03/12		Not Used		C			Void/Not Used
20840	7/03/12		Not Used		C			Void/Not Used
20841	7/05/12	42	AMERISOURCEBERGEN DRUG CORP		C		1,070.89	Reconciled
20842	7/05/12	526	AT&T		C		2,560.55	Reconciled
20843	7/05/12	1837	AT&T		C		48.49	Reconciled
20844	7/05/12	318	FIRST CHOICE POWER		C		259.30	Reconciled
20845	7/05/12	69	SUDENLINK		C		344.10	Reconciled
20846	7/05/12	412	TEXAS ASSOCIATION OF COUNTIES		C		576.81	Reconciled
20847	7/05/12	365	WINKLER COUNTY AUDITORS		C		78,914.38	Void
20848	7/05/12	978	AEA, INC.		C		473.25	Reconciled
20849	7/09/12	530	AFFILIATED FOOD SERVICE		C		1,199.15	Reconciled
20850	7/09/12	2200	AGENCY 405		C		7.00	Reconciled
20851	7/09/12	13	AUTO STORE #185		C		60.42	Reconciled
20852	7/09/12	471	ALIMED, INC		C		65.72	Reconciled
20853	7/09/12	42	AMERISOURCEBERGEN DRUG CORP		C		1,234.04	Reconciled
20854	7/09/12	2280	AIRBUS RADIOLOGT LLC		C		9,384.50	Reconciled
20855	7/09/12	38	BAKTER TV SYSTEMS DIV		C		395.52	Reconciled
20856	7/09/12	2422	BARCON MEDIES		C		1,310.00	Reconciled
20857	7/09/12	41	BEAUX KITCHENS		C		444.05	Reconciled
20858	7/09/12	46	BEAUX INDUSTRIAL SUPPLY		C		824.97	Reconciled
20859	7/09/12	51	BRIGGS CORPORATION		C		246.71	Reconciled
20860	7/09/12	351	BUILDERS SUPPLY		C		3.98	Reconciled
20861	7/09/12	15	CARDINAL HEALTH		C		5,725.70	Reconciled
20862	7/09/12	2418	CENTRAL COMPUTER SUPPLIES		C		56.79	Reconciled
20863	7/09/12	2270	CLARK JOHN		C		1,100.00	Reconciled
20864	7/09/12	2197	CONCORD MEDICAL GROUP		C		37,260.00	Reconciled
20865	7/09/12	601	CONVED CORPORATION		C		166.80	Reconciled
20866	7/09/12	1745	DEPARTMENT OF INFO RESOURCES		C		942.10	Reconciled
20867	7/09/12	1437	DUNLAP JOANNE D		C		25.00	Reconciled
20868	7/09/12	2110	ENGLAND ENTERPRISES		C		4,520.00	Reconciled
20869	7/09/12	278	SHELBY, JULIE		C		4,202.24	Reconciled
20870	7/09/12	1549	FLEETWOOD FINANCIAL		C		38.28	Reconciled
20871	7/09/12	2417	BROWN GAYLA		C		2,826.47	Reconciled
20872	7/09/12	1631	GE CAPITAL		C		3,423.46	Reconciled
20873	7/09/12	4	HEALTHLAND		C		1,185.91	Reconciled
20874	7/09/12	177	KERMIT MOTOR COMPANY		C		1,664.00	Reconciled
20875	7/09/12	179	LABORATORY SUPPLY CO		C		1,185.91	Reconciled
20876	7/09/12	182	LANDRUM INC		C		1,664.00	Reconciled
20877	7/09/12	193	LAUDENKROFT INC		C		27,084.00	Reconciled
20878	7/09/12	2263	MEDICAL ADVOCACY SVCS		C		2,716.89	Reconciled
20879	7/09/12	2264	MEDICAL ADVOCACY SVCS		C		199.64	Reconciled
20880	7/09/12	214	MONMOUTH NEWS		C		268.35	Reconciled
20881	7/09/12	214	MONMOUTH NEWS		C		49.48	Reconciled
20882	7/09/12	1462	NAPANO BELINDA		C		3,092.08	Reconciled
20883	7/09/12	1973	NATIONAL HEATING & PLUMBING		C		2,983.44	Reconciled
20884	7/09/12	236	OFFICE DEPOT		C		60.00	Reconciled
20885	7/09/12	2082	PEARSON JONI		C		1,363.95	Reconciled
20886	7/09/12	1367	PERMIAN BASIN AMPLURANCE INC		C			
20887	7/09/12				C			

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WINTER COUNTY MEMORIAL HOSPIT 0000					R/P Check Register	
8/05/2012 8:18					Page 4	
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Check #	CHK Date	Vendor#	Vendor name	Vendor Type	M/C Discount Amt.	Check Amount      Status
20932	7/23/12	1872	ALFEE TOXICOLOGY SERVICES, INC		30.00	Reconciled
20933	7/23/12	2077	AMERICAN SOLUTIONS		391.95	Reconciled
20934	7/23/12	2003	AVIHEILIO HEALTSCARE SOLUTIONS		2,377.00	Reconciled
20935	7/23/12	2280	AUREUS RADIOLOGY LLC		2,630.80	Reconciled
20936	7/23/12	38	BAKTER IV SYSTEMS DIV		511.29	Reconciled
20937	7/23/12	1486	BAYTREE LEASING COMPANY, LLC		967.36	Reconciled
20938	7/23/12	41	BEN E KEITH		1,567.19	Reconciled
20939	7/23/12	2254	BKD CREAM & ADVISORS		5,036.99	Reconciled
20940	7/23/12	1790	BLUE CROSS BLUE SHIELD OF TEXA		53.82	Reconciled
20941	7/23/12	350	BUILDERS SUPPLY		5.13	Reconciled
20942	7/23/12	2293	CANON FINANCIAL SERVICES, INC.		778.67	Reconciled
20943	7/23/12	15	CARDINAL HEALTH		3,524.41	Reconciled
20944	7/23/12	726	CAREFUSION SOLUTIONS, LLC		2,012.00	Reconciled
20945	7/23/12	462	CHANNING PETE COMPANY, INC		488.32	Reconciled
20946	7/23/12	2423	CHARRERA, CHRISTIAN		110.25	Reconciled
20947	7/23/12	72	CNC BUSINESS SYSTEMS, INC.		21.86	Reconciled
20948	7/23/12	1590	DUTTON LINDA		231.00	Reconciled
20949	7/23/12	2226	EMACTICS, INC.		1,402.53	Reconciled
20950	7/23/12	278	SHEDDY, JULIE		2,780.00	Reconciled
20951	7/23/12	1575	GRANGER		86.64	Reconciled
20952	7/23/12	152	HD SUPPLY FACILITIES		219.23	Reconciled
20953	7/23/12	1328	HEBER JORDY		58.75	Reconciled
20954	7/23/12	2368	HERRICKS STEEL GROUP, LP		1,62.75	Reconciled
20955	7/23/12	1397	HOSPITAL RECEIVABLES SVC, INC.		116.70	Reconciled
20956	7/23/12	2427	TERRELL JERRETT JR		25.00	Reconciled
20957	7/23/12	2424	BROWN JOHN		2,663.28	Reconciled
20958	7/23/12	1100	LABORATORY CORPORATION OF		6,429.29	Reconciled
20959	7/23/12	179	LABORATORY SUPPLY CO		164.71	Reconciled
20960	7/23/12	187	LOWE'S MARKETPLACE		20.00	Reconciled
20961	7/23/12	2425	PORRAS, MARTIN		260.00	Reconciled
20962	7/23/12	197	MASTERCARD		997.95	Reconciled
20963	7/23/12	1942	MEDICAL DEBT MANAGEMENT, INC		1,443.46	Reconciled
20964	7/23/12	210	MEDLINE INDUSTRIES INC		1,260.00	Reconciled
20965	7/23/12	2223	MEDTRIM DIRECT, INC		25.00	Reconciled
20966	7/23/12	2229	MICHELLE MACFARLANE		323.20	Reconciled
20967	7/23/12	473	MINDRAY DS USA, INC		809.85	Reconciled
20968	7/23/12	222	MOORE MEDICAL, LLC		133.85	Reconciled
20969	7/23/12	214	NAOMI SOLTERO		35.00	Reconciled
20970	7/23/12	494	NORMAN, CHARLOTTE		308.00	Reconciled
20971	7/23/12	2426	NYCAN CO.		890.97	Reconciled
20972	7/23/12	236	OFFICE DEPOT		20.00	Reconciled
20973	7/23/12	2224	PANDO ADRIANA		102.95	Reconciled
20974	7/23/12	1432	PATINSON MEDICAL		434.75	Reconciled
20975	7/23/12	222	PERKINS & ASSOCIATES INC		9,463.48	Reconciled
20976	7/23/12	143	PERRY FINANCIAL SERVICES CA,IN		8,233.89	Reconciled
20977	7/23/12	82	SIEMENS HEALTHCARE DIAGNOSTICS		118.50	Reconciled
20978	7/23/12	146	SIMILIXRINNEL		25.00	Reconciled
20979	7/23/12	2316	SPECTRA CORP		1,116.83	Reconciled
20980	7/23/12	2059	T-SYSTEM, INC.		1,056.00	Reconciled
20981	7/23/12	1063	TAMUSHSC-RURAL & COMMUNITY		1,925.00	Reconciled
20982	7/23/12	2199	TERMINIX PROCESSING CENTER		220.00	Reconciled
20983	7/23/12	2089	GULF COAST BANK AND TRUST CO		1,979.00	Reconciled
20984	7/23/12	2416	TEXAS SELECT STAFFING, LLC		4,795.88	Reconciled
20985	7/23/12					

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Check #	Chk Date	Vendor#	Vendor Name	Vendor Type	M/C	Discount	Amt.	Check Amount	Status
20986	7/23/12	1839	ROSHIA AMERICA MEDICAL CREDIT	C			12,747.30	Reconciled	
20987	7/23/12	932	TRI-LANTIC HEALTH SERVICES	C			66.81	Reconciled	
20988	7/23/12	1538	UNITED HEALTHCARE	C			973.00	Reconciled	
20989	7/23/12	330	US FOODSERVICE INC	C			1,831.94	Reconciled	
21000	7/23/12	2261	VERATHON, INC.	C			1,400.08	Reconciled	
21001	7/23/12	2429	BALLARD, VERDA	C			30.00	Reconciled	
21002	7/23/12	344	WAGNER SUPPLY COMPANY	C			898.47	Reconciled	
21003	7/23/12	345	WARD MEMORIAL HOSPITAL	C			832.00	Reconciled	
21004	7/23/12	2430	LUJAN, WILFREDO	C			120.00	Reconciled	
21005	7/23/12	365	WINKLER COUNTY AUDITORS	C			312.67	Reconciled	
21006	7/23/12	1262	WPS TRICARE ADMINISTRATION	C			508.27	Reconciled	
21007	7/25/12	42	AMERISOURCEBERGEN DRUG CORP	C			909.54	Reconciled	
21008	7/25/12	2364	MESHEL, WILLIAM MD	C			736.55	Reconciled	
21009	7/25/12	2228	DOCTOR, STANLEY T SERBY PA	C			282.08	Reconciled	
21010	7/25/12	2379	UNITED DRUG SUPPLY INC	C			300.00	Reconciled	
21011	7/27/12	382	ACCOUNTS RECEIVABLE	C			280.00	Reconciled	
21012	7/27/12	367	PATTI FRANKS, TAX ASSESSOR	C			945.00	Reconciled	
21013	7/27/12	702	THE SECURITY BENEFIT GROUP	C			4,276.00	Reconciled	
21014	7/27/12	351	WCCU	C					
Totals for cash account.: 0000-1000-0000 CASH ON HAND									
Total # checks: 181									
Total # voided checks: 18									
# voided checks: 163									
# non-voided checks: 163									
Totals for company:									
Total # checks: 181									
# voided checks: 18									
# non-voided checks: 163									
609,671.63									
78,914.38									
530,757.25									
609,671.63									
78,914.38									
530,757.25									
CHECK NO. DATE. EMPLOYEE NAME.....									
22589	7/13/12	678	PAFRI, DONNA M.				1194.70		
22590	7/13/12	309	AMORLO, MARIARY BETH				1409.50		
22591	7/13/12	353	CARTER, KERRIA DEAN				1072.56		
22592	7/13/12	995	DUPAN, MELISSA C				1569.89		
22593	7/13/12	553	GARCIA, SALLY A				1610.08		
22594	7/13/12	845	KEELY, DARLA J				1769.29		
22595	7/13/12	997	MARTY, ASHLY LYNN				1431.14		
22596	7/13/12	30	CARRILL, CONNIE D.				391.45		
22597	7/13/12	318	GRAVES, SUE ANN				1106.84		
22598	7/13/12	3	TAYLOR, JONI LYNN				1172.82		
22599	7/13/12	367	VALERIO, PEGGY R.				901.75		
22600	7/13/12	616	DAWSON, KATHLEEN				700.54		
22601	7/13/12	328	PEREZ, CHRISTINA J.				729.78		
22602	7/13/12	110	RASCO, LONNIE				405.69		
22603	7/13/12	107	SALINAS, TONI				1594.45		
22604	7/13/12	769	AMOROS, VINCENT MICHAEL				1794.92		
22605	7/13/12	260	DERNY, HOLLY D.				1794.02		
22607	7/13/12	668	NEHERY, SHAWN E.				1775.12		
22608	7/13/12	952	BACKBORN, STANNA SHEA				1468.58		
22610	7/13/12	642	BROWN, CHARLOTTE L.				1299.13		
22611	7/13/12	543	HERREIA, SHARLA JAM				1188.27		
22612	7/13/12	600	DE LA TORE, ELINOR JUNE				1035.16		
22613	7/13/12	758	MANGARON, JANETTE JUMAMAN				1800.84		
22614	7/13/12	213	WOLF, VIRGINIA ANN				1853.41		
22615	7/13/12	21	BRAZELL, DANIELLE LANETT				465.55		
22616	7/13/12	108	BUSTAMANTE, YASMEN				1372.13		
22617	7/13/12	763	ESPARZA, JESSICA				402.83		
22618	7/13/12	661	MANCHA, JOSE M.				713.54		
22619	7/13/12	322	WIDNER, WILLIAM GRADY				1154.52		
22620	7/13/12	333	VELASQUEZ, GENIVA HEREDIA				710.17		
22621	7/13/12	787	NEBOH, STELLA NIEMANZE				641.51		
22622	7/13/12	205	ALEXANDER, LADONNA L				463.16		
22623	7/13/12	740	BLAND, DONNA ANGELINE				704.24		
22624	7/13/12	306	COMPTON, PELICIA G.				567.26		
22625	7/13/12	994	DONLAP, JONANNE DENICE				678.71		
22626	7/13/12	209	GRAVES, SANDRA N.				661.92		
22627	7/13/12	216	LONG, RILEY LYNN				1021.32		
22628	7/13/12	105	PERCIELLO, JANA				511.75		
22629	7/13/12	220	SERRANTEZ, ANNETTE MARIE				498.53		
22630	7/13/12	852	SOLBERG, LARON				493.77		
22631	7/13/12	182	TOBES, JESSICA				493.41		
22632	7/13/12	188	BACON, KATRY J				583.43		
22633	7/13/12	207	LETT, JENNIFER LYNN				571.15		
22634	7/13/12	218	MILLER, LACOSTA POOL				711.77		
22635	7/13/12	214	NAVARETTE, GREGORIA				1282.51		
22636	7/13/12	222	ROBINSON, ALECIA A						
22637	7/13/12	658	FLYNN, ELIDIA G.						
22638	7/13/12	882	JUAREZ, JOSEFINA L						
22639	7/13/12	330	SLOS, CORINA COMEZ						
22640	7/13/12	925	QUIROZ, MARTHA JAQUEZ						
22641	7/13/12	517	ADAMS, MELANIE ALANE						

8/31 JEFFREY DR			8/05/12			F/R CHECK HRC/STHR			7/01/2012 THRU: 7/31/2012			PAGE 2		
KERNITE, TX 79745			19154129			CONF: 00000						PAY420		
CHECK NO	DATE	EMPLOYEE NAME	CHECK AMT											
22642	7/13/12	826 KUOJA, DEBBIE D.	762.19											
22643	7/13/12	885 NORMAN, CHARLOTTE K.	788.71											
22644	7/13/12	853 MORALES, RICKY R.	720.15											
22645	7/13/12	106 LUJAN, YSENIA ARANDA	754.92											
22646	7/13/12	770 RUSHING, MICHELLE R	679.35											
22647	7/13/12	301 ARMSTRONG, PEGGY C	1561.68											
22648	7/13/12	251 FORTUNE, CARLA A.	652.46											
22649	7/13/12	888 LARA, LUCERO A.	966.94											
22650	7/13/12	249 MARQUEZ, BIANCA ALYSE	762.42											
22651	7/13/12	109 MORALES, YARAVY PATIMA	657.46											
22652	7/13/12	405 NARANJO, BELINDA	914.25											
22653	7/13/12	226 SOUTERO, JENNIFER SHEAN	1121.00											
22654	7/13/12	249 BUSTAMANTE, ANTONIA G.	712.63											
22655	7/13/12	35 CARRASCO, NERELDA	547.70											
22656	7/13/12	147 PEREZ, JENNETTE WARRER	537.78											
22657	7/13/12	154 DARLING, AMANDA	369.43											
22658	7/13/12	102 MACFARLANE, MICHELLE	369.43											
22659	7/13/12	172 FRENCH, DONNA M.	3563.70											
22661	7/13/12	378 ANDRE, KATHLEEN BETH	1352.05											
22662	7/13/12	303 SANCHEZ, KENNETH DEAN	2159.78											
22663	7/13/12	325 DURAN, MELISSA C	1190.78											
22664	7/13/12	153 GARCIA, SHIRLY A	1627.87											
22665	7/13/12	845 KERRY, DARLA J	1421.56											
22667	7/13/12	907 MARTIZ, ASHLY LYNN	755.79											
22668	7/13/12	310 CARRELL, JONNIE D.	1262.14											
22669	7/13/12	318 GRAVES, SUE ANN	1203.71											
22670	7/13/12	3 TAYLOR, JONI LYNN	1038.96											
22671	7/13/12	367 VALERIO, PEGGY R.	715.10											
22672	7/13/12	616 DAMSON, KATHLEEN	552.52											
22673	7/13/12	328 PEREZ, CHRISTINA J.	777.14											
22674	7/13/12	110 PASCO, LONNIE	943.64											
22675	7/13/12	107 SALINAS, TONI	1604.99											
22676	7/13/12	263 AMOROSO, VINCENT MICHAEL	1314.94											
22677	7/13/12	769 ARNOLD, SHEILA GAY	880.71											
22678	7/13/12	260 DENNY, MOLLY D.	621.00											
22679	7/13/12	668 NETHERY, SHAWN E.	513.76											
22680	7/13/12	952 BLACKBURN, SHANNA SHEA	1323.10											
22681	7/13/12	644 BROWN, CHARLOTTE L.	1351.10											
22682	7/13/12	119 DUTTON, LINDA	506.91											
22683	7/13/12	562 HERRERA, SHARA JAY	1742.80											
22684	7/13/12	608 JONES, ELLIOTTE JIMIE	557.50											
22685	7/13/12	739 DANSON, JENNETTE JIMMAN	605.93											
22686	7/13/12	148 SIE, FRANCIS C	1312.26											
22687	7/13/12	342 SWANSON, MARILYN LEE	585.54											
22688	7/13/12	213 KOLF, VIRGINIA ANN	1709.02											
22689	7/13/12	21 BRATZELL, DANIELLE LANETT	2060.23											
22690	7/13/12	108 BUSTAMANTE, YASMEN	698.69											
22691	7/13/12	763 ESPARZA, JESSICA	1354.52											
22692	7/13/12	661 MANCHA, JOSE M.	698.08											
22693	7/13/12	333 VELASQUEZ, GENIVA HEREDIA	628.60											
22694	7/13/12	787 NEBOH, STELLA NUBIANZE												
22695	7/13/12	205 ALEXANDER, LADONNA L												
22696	7/13/12	740 BLAND, DONNA ANGELINE												

821 JEFFREY DR		8/05/12	P/R CHECK REGISTER		7/01/2012 THRU 7/31/2012	PAGE 3
KERRITT, TX 79745		19:54.29	COMP: 00000			-PAGE20
CHECK NO.	DATE	EMPLOYEE NAME	CHECK AMT			
22697	7/27/12	306 COMPTON, FELICIA G.	601.14			
22698	7/27/12	994 DUNLAP, JOHNNIE DENISE	759.62			
22699	7/27/12	209 GRAVES, SANDRA N.	567.26			
22700	7/27/12	216 LONG, RIKKI LYNN	624.83			
22701	7/27/12	105 PERCIEFIELD, JANA	651.76			
22702	7/27/12	220 SEPANTEEZ, ANNETTE MARIE	706.45			
22703	7/27/12	852 SOLTERO, NAOMI	115.17			
22704	7/27/12	199 TORRES, JESSICA	695.05			
22705	7/27/12	589 HASTON, KATHY J.	574.08			
22706	7/27/12	207 LETT, JENNIFER LYNN	516.57			
22707	7/27/12	218 MILLER, LACOSTA POOL	518.99			
22708	7/27/12	214 NAVARRETE, GREGORIA	513.76			
22709	7/27/12	222 ROBINSON, ALECIA A	687.75			
22710	7/27/12	658 FLYNN, ELIDIA G.	595.16			
22711	7/27/12	882 JUAREZ, JOSEFINA L	605.73			
22712	7/27/12	330 RIOS, CORINA GOMEZ	663.76			
22713	7/27/12	925 QUIROZ, MARTIN JIMENEZ	712.41			
22714	7/27/12	517 ADAMS, MELANIE ALANE	729.18			
22715	7/27/12	828 FLOQUA, DEBBIE D.	960.99			
22716	7/27/12	885 NORMAN, CHARLOTTE K.	729.60			
22717	7/27/12	853 NORMAN, MICHAEL	751.51			
22718	7/27/12	1708 LUTIN, SPRIIA ARANIDA	783.89			
22719	7/27/12	778 RUSHING, MICHELLE R	1719.89			
22720	7/27/12	301 ARMSTRONG, PERRY J	685.95			
22721	7/27/12	251 PORTUNE, CARLA	1032.60			
22722	7/27/12	888 LARA, LUCERO A.	709.58			
22723	7/27/12	249 MARQUEZ, BLANCA ALYSE	691.90			
22724	7/27/12	109 MORALES, YARANY PATITMA	971.92			
22725	7/27/12	405 NARANJO, BELINDA	1126.01			
22726	7/27/12	226 SOLTERO, JENNIFER SHEAN	676.50			
22727	7/27/12	248 BUSTAMANTE, ANTONIA G.	553.38			
22728	7/27/12	35 CARASCO, NERIDA	625.89			
22729	7/27/12	147 PEREZ, JEANETTE WARREN	3780.40			
22730	7/27/12	154 DARLING, AMANDA	3857.13			
22731	7/27/12	102 MACFARLANE, M-CHELLE				
*** COMPANY TOTALS:			144,344.94	CKS:	141	
DIRECT DEPOSIT:						
			144,344.94	CHECKS:	141	
TOTAL AMT:			144,344.94			

821 JEFFER DR				E/R OUTSTANDING CHECK REGISTER		PAGE 3	
8/05/12 8:06 PM				ALL OUTSTANDING CHECKS SELECTED		ALL COMPANIES SELECTED	
CHECK NO.	CHECK DATE	CHECK AMOUNT	EMPLOYEE#	EMPLOYEE NAME	-PAY160		
22374	6/01/2012	346.26	32	CARRASCO, NEREIDA			
22655	7/27/2012	1,562.70	678	GARCIA, DONNA M			
22656	7/27/2012	1,686.76	153	GARCIA, SALLY A			
22669	7/27/2012	1,282.14	314	GRAVES, SUE ANN			
22679	7/27/2012	621.80	668	NETHERY, SHAWN E.			
22682	7/27/2012	1,765.10	19	DUTTON, LINDA			
22683	7/27/2012	519.91	562	HERRERA, SHARLA JAN			
22697	7/27/2012	601.14	306	COMPTON, FELICIA G.			
22700	7/27/2012	674.83	216	LONG, RIKI LYNN			
22713	7/27/2012	895.41	925	QUIROZ, MARTHA JAQUEZ			
22727	7/27/2012	676.50	248	BUSTAMANTE, ANTONIA G.			
22728	7/27/2012	553.38	35	CARRASCO, NEREIDA			
22731	7/27/2012	3,857.13	102	MCFARLANE, MICHELLE			
** END OF REPORT				15,784.76			

Check #	Check Date	Vendor #	Vendor Name	M/C	Discount Amt.	Check Amount	Remit To
14615	12/26/2007	1590	AMERICAN INSURANCE COMPANY OF	C	.00	25.60	
14707	8/14/2008	1769	WESTBROOK DONALD	C	.00	36.70	
14979	8/28/2010	2125	GARLAND EDWINO	C	.00	78.45	
15900	12/27/2010	2081	CURRY VERN	C	.00	27.10	
18128	8/14/2011	2081	CURRY VERN	C	.00	27.10	
19472	11/14/2011	2272	PARTAIN LES	C	.00	15.89	
19808	1/23/2012	2313	MIKE LINDSAY	C	.00	29.70	
20198	3/23/2012	2365	AMENDARIZ, NORA	C	.00	7.50	
20223	3/26/2012	2350	CHAVEZ, JOHANNA	C	.00	272.20	
20314	4/05/2012	2365	AMENDARIZ, NORA	C	.00	7.50	
20659	5/30/2012	2400	JIMENEZ, ASHLIE	C	.00	7.50	
20663	5/30/2012	2397	MARQUEZ, DESIREE	C	.00	7.50	
20743	6/11/2012	2407	MORALES, YARAY	C	.00	14.43	
20800	6/25/2012	2408	CARRASCO, NEREIDA	C	.00	50.00	
20823	6/25/2012	1146	WINKLER COUNTY	C	.00	412.15	
20894	7/09/2012	604	RADCOM ASSOCIATES, LTD	C	.00	1,622.91	
20896	7/09/2012	2320	RIO GRAND PATHOLOGY SERVICES	C	.00	1,100.06	
20947	7/23/2012	72	CMC BUSINESS SYSTEMS, INC.	C	.00	251.58	
20948	7/23/2012	1690	DOTTON LINDA	C	.00	23.23	
20953	7/23/2012	918	BERNAR JOHNNY	C	.00	116.73	
20956	7/23/2012	2427	BERNELL, JIMBERT JR	C	.00	25.00	
20957	7/23/2012	2424	BOON, MARTIN	C	.00	20.00	
20961	7/23/2012	2425	BOON, MARTIN	C	.00	260.00	
20962	7/23/2012	197	MASTERCARD	C	.00	308.00	
20963	7/23/2012	194	NORMAN, CHARLOTTE	C	.00	20.00	
20971	7/23/2012	2426	NYCAN CO.	C	.00	414.75	
20973	7/23/2012	2224	PANCO ADRIANA	C	.00	30.00	
20975	7/23/2012	1452	PERRY JOHNSON & ASSOCIATES INC	C	.00	508.27	
21001	7/23/2012	2429	BALLARD, VERDA	C	.00	716.55	
21006	7/23/2012	1262	WPS TRICARE ADMINISTRATION	C	.00	282.08	
21009	7/25/2012	2228	DOCTOR STANLEY T SELBY PA	C	.00	945.00	
21010	7/25/2012	2379	UNITED DRUG SUPPLY INC	C	.00	226.00	
21013	7/27/2012	702	THE SECURITY BENEFIT GROUP	C	.00	226.00	
21014	7/27/2012	351	WCCU	C	.00	1,819.12	
50000	8/01/2012	42	AMERISOURCEBERGEN DRUG CORP	C	.00	276.45	
50001	8/01/2012	2431	AT&T	C	.00	276.45	
50002	8/01/2012	33	SANOFI PASTEUR	C	.00	276.45	
50003	8/01/2012	355	VERIZON BUSINESS	C	.00	89,670.39	
50004	8/01/2012	365	WINKLER COUNTY AUDITORS	C	.00		
Totals for Cash Account: 39				1000.0000	CASH ON HAND	106,729.78	
Totals for Company: 39						106,729.78	
Grand Totals: 39						213,459.56	

Aug 6th  
94504.39

\$19,225.39



JULY BANK TRANSACTIONS							
DATE		PAYROLL	ACCOUNTS	JURY	INTEREST	WIRE	
DEPOSIT	NUMBER		PAYABLE		DEPOSITS	TRANSFERS	DEPOSITS
7/2/2012	70577-70580		\$613.06				\$ 570,465.57
7/2/2012	70581-70582		\$ 143,292.00				\$ 427,173.57
7/3/2012	44027						\$ 429,925.57
7/3/2012							\$ 456,378.76
7/3/2012							\$ 456,360.76
7/3/2012							\$ 456,055.22
7/5/2012						\$ (305.54)	\$ 460,178.72
7/5/2012	44046						\$ 469,590.35
7/5/2012	44028-44040						\$ 469,275.71
7/6/2012						\$ (314.64)	\$ 468,669.82
7/5/2012	70583-70585		\$ 605.89				\$ 468,669.82
7/6/2012							\$ 468,669.82
7/6/2012	86158-vd						\$ 107,960.29
7/9/2012	70586-70679		\$ 360,709.53				\$ 107,960.29
7/9/2012	70663-vd						\$ 107,985.29
7/9/2012	70186-vd		\$ (25.00)				\$ 106,901.59
7/9/2012	86168-86172	\$ 1,083.70					\$ 116,791.59
7/10/2012	44078						\$ 114,473.13
7/10/2012	70680-70685		\$2,318.46				\$ 260,892.23
7/10/2012	44041-44051						\$ 260,140.23
7/11/2012	70686-70688		\$ 752.00				\$ 249,228.63
7/13/2012	70689-70699		\$ 10,841.60			\$ (70.00)	\$ 246,709.88
7/12/2012	70700-70702		\$ 2,518.75				\$ 96,709.88
7/13/2012	70703		\$ 150,000.00				\$ (81,429.51)
7/13/2012	86173-86257	\$ 113,015.89				\$ (65,123.50)	\$ 668,264.95
7/12/2012	44079					\$ (305.54)	\$ 664,280.32
7/16/2012	70704-70706		\$ 3,984.63				\$ 664,305.32
7/10/2012	65779-vd		\$ (25.00)				\$ 690,872.22
7/12/2012							\$ 516.44
7/12/2012	44080						\$ 70,453.94
7/13/2012	44083						\$ 68,294.41
7/13/2012	44084						\$ 1,722.60
7/13/2012	44085						\$ 624.24
7/13/2012	44086						\$ 92.80
7/16/2012	44094						\$ 59,224.42
7/16/2012	44077-44093						\$ (188,500.00)
7/17/2012							\$ 703,301.07
7/16/2012	70438		\$ (200.24)				\$ 698,516.18
7/17/2012	70707-70713		\$ 4,985.13				\$ 698,166.18
7/18/2012	70714		\$ 350.00				\$ 697,366.18
7/19/2012	70715-70717		\$ 800.00				\$ 697,366.18
7/23/2012	70752						\$ 539,314.78
7/23/2012	70718-70826		\$ 158,051.40				\$ 4,697.00
7/17/2012	44107						\$ 204.75
7/19/2012	44119						\$ 12,085.22
7/20/2012							\$ 956.99
7/20/2012	44120						\$ (274.30)
7/23/2012							\$ (305.54)
7/27/2012							\$ 552,832.49
7/24/2012	70827-70830		\$ 3,846.41				\$ 545,942.44
7/27/2012	70831-70840		\$ 6,890.05				\$ 418,454.47
7/27/2012	86258-86345	\$ 127,487.97					\$ 419,646.25
7/23/2012	44121						\$ 3,279.21
7/24/2012							\$ 97,525.00
7/24/2012							\$ 24,871.95
7/24/2012	44115-44127						\$ 3,874.00
7/25/2012							\$ 5,573.00
7/25/2012							\$ 212.33
7/26/2012							\$ 9,937.15
7/26/2012	44128-44142						\$ 469,699.13
7/27/2012	70842-70846		\$ 95,219.76				\$ 469,619.13
7/26/2012	70841		\$ 80.00				\$ 399,087.78
7/27/2012						\$ (70,531.35)	\$ 1,144.00
7/30/2012							\$ 275.82
7/30/2012							\$ 745.90
7/31/2012	70847-70854		\$ 149,508.35				\$ 251,745.15
7/31/2012							

7/31/2012					\$	890.00	\$	252,635.15
7/31/2012					\$	6,941.05	\$	259,576.20
7/9/2012							\$	259,576.20
7/31/2012 65816		\$	(50.00)				\$	259,626.20
7/31/2012 5458				\$	(40.00)		\$	259,666.20
7/31/2012 704380		\$	200.24				\$	259,465.96
	\$241,587.56	\$1,095,267.02	(\$40.00)	\$0.00	(\$325,730.41)	\$1,350,932.32		

Winkler County

31 Jul 2012

THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

10:01:28am

ALL Checking Accounts

Disbursements Made from 07/01/12 thru 07/31/12

PAGE 1

Check #.....	HC	Check Date	Vendor.....	Check Amount.
70577-AP		07/02/12	BARRON, LENORE	\$75.00
70578-AP		07/02/12	FIRST CHOICE POWER	\$88.06
70579-AP		07/02/12	HERNANDEZ, BRIZA	\$100.00
70580-AP		07/02/12	LUTAN, JOANN	\$350.00
70581-AP		07/02/12	R H ADMINISTRATORS	\$30,561.37
70582-AP		07/02/12	WINKLER COUNTY EMPLOYEE	\$112,730.03
70583-AP		07/05/12	DENNY, HOLLY	\$235.89
70584-AP		07/05/12	HEREDIA, BRENNA	\$70.00
70585-AP		07/05/12	MONTOYA, MACEDONIA	\$300.00
70586-AP		07/09/12	AAI COMM/SBA STEEL INC	\$108.00
70587-AP		07/09/12	APA INC	\$237.00
70588-AP		07/09/12	AFFILIATED FOODS INC	\$8,294.86
70589-AP		07/09/12	AFTER HOURS RENTAL MART	\$761.56
70590-AP		07/09/12	ALCO STORE #185	\$432.45
70591-AP		07/09/12	ALEYANDER, CHRIS	\$971.00
70592-AP		07/09/12	ALL AMERICAN CHEV OF ODESSA #2	\$499.12
70593-AP		07/09/12	AMERICAN STEWARDS OF LIBERTY	\$479.22
70594-AP		07/09/12	AQUATIC RECREATIONAL SPECIALTI	\$5,147.56
70595-AP		07/09/12	AUSTIN TUFF & TRACTOR	\$268.00
70596-AP		07/09/12	B-LINE FILTER & SUPPLY INC	\$73.00
70597-AP		07/09/12	BAKER & TAYLOR BOOKS	\$336.69
70598-AP		07/09/12	BEST CARPET CARE	\$390.00
70599-AP		07/09/12	BLAGS, DONNA	\$25.00
70600-AP		07/09/12	BLOUNT, ROYANE J	\$1,600.00
70601-AP		07/09/12	BRUCKNER TRUCK SALES	\$177.00
70602-AP		07/09/12	BUILDERS SUPPLY	\$2,365.84
70603-AP		07/09/12	CAPITOL AGGREGATES LTD	\$9,318.72
70604-AP		07/09/12	CASCO INDUSTRIES INC	\$2,475.00
70605-AP		07/09/12	CHARLENE BEAUCHAMP	\$50.00
70606-AP		07/09/12	CITY OF WINK	\$1,985.03
70607-AP		07/09/12	DIAMOND FLEET PARTS INC	\$5.00
70608-AP		07/09/12	DON WISE TRANS SVC INC	\$2,614.51
70609-AP		07/09/12	EVEREST, EULONDA	\$11.25
70610-AP		07/09/12	EWING IRRIGATION PRODUCTS INC	\$524.12
70611-AP		07/09/12	FAMILY SERVICES FUNERAL PARLOR	\$1,000.00
70612-AP		07/09/12	FAR WEST TEXAS COUNTY	\$300.00
70613-AP		07/09/12	FRANKS, PATTI	\$546.21
70614-AP		07/09/12	GALE	\$594.06
70615-AP		07/09/12	GALLS INC	\$201.47
70616-AP		07/09/12	GAYLORD BROS INC	\$42.37
70617-AP		07/09/12	HEALTHLAND	\$327.64
70618-AP		07/09/12	HOLGUIN, DOROTHY	\$98.70
70619-AP		07/09/12	HOLLYFRONTIER	\$29,956.70
70620-AP		07/09/12	HOOPER, MARK ATTY	\$1,700.00
70621-AP		07/09/12	HYDE, SHAWN M	\$25.00
70622-AP		07/09/12	JOHNSON, CHERYL	\$25.00
70623-AP		07/09/12	KEELY, GEORGE	\$300.00
70624-AP		07/09/12	KENT TIRE COMPANY	\$1,056.98
70625-AP		07/09/12	KERMIT MOTOR COMPANY INC	\$375.76
70626-AP		07/09/12	KERMIT PHARMACY	\$349.74
70627-AP		07/09/12	KIND OIL OF TEXAS	\$1,096.42

Winkler County	ACCOUNTS PAYABLE SYSTEM	31 Jul 2012
	ALL Checking Accounts	
THE SOFTWARE GROUP, INC.	Disbursements Made from 07/01/12 thru 07/31/12	PAGE 2

Check #.....	HC	Check Date	Vendor.....	Check Amount.
70628-AP		07/09/12	KIRBY-SMITH MACHINERY INC	\$5,320.00
70629-AP		07/09/12	KOFILE SOLUTIONS	\$1,023.40
70630-AP		07/09/12	LABELS, LEADVILLE & LORE	\$25.00
70631-AP		07/09/12	LAWN MOWER SALES & SERVICE INC	\$31.25
70632-AP		07/09/12	LECK, BONNIE	\$25.00
70633-AP		07/09/12	LEGAL DIRECTORIES PUBLISHING C	\$14.50
70634-AP		07/09/12	LESLIE'S POOL SUPPLIES	\$33.01
70635-AP		07/09/12	LOOKOUT BOOKS	\$183.65
70636-AP		07/09/12	MASTER PUMPS & EQUIPMENT	\$96.20
70637-AP		07/09/12	MASTERCARD	\$1,005.96
70638-AP		07/09/12	MAYFIELD PAPER COMPANY	\$22.12
70639-AP		07/09/12	MED-TECH RESOURCE INC	\$423.37
70640-AP		07/09/12	MEDICAL WHOLESALE INC	\$354.08
70641-AP		07/09/12	MEMORIAL HOSPITAL	\$125,033.12
70642-AP		07/09/12	METRO EQUIP & RENTAL CO INC	\$295.70
70643-AP		07/09/12	MICROMARKETING LLC	\$174.65
70644-AP		07/09/12	MIYON, GLENDA	\$100.00
70645-AP		07/09/12	MONAHANS SERVICE PARTS	\$86.06
70646-AP		07/09/12	MONOGRAM SHOP	\$29.00
70647-AP		07/09/12	MONKGE SYSTEMS FOR BUSINESS IN	\$263.05
70648-AP		07/09/12	O'REILLY AUTOMOTIVE INC	\$34.82
70649-AP		07/09/12	OFFICE DEPOT INC	\$297.71
70650-AP		07/09/12	POSTMASTER	\$55.00
70651-AP		07/09/12	PROTERO	\$5,050.00
70652-AP		07/09/12	PUBLIC SAFETY CENTER INC	\$71.26
70653-AP		07/09/12	R & R PRODUCTS INC	\$241.17
70654-AP		07/09/12	REDWOOD TOXICOLOGY LAB INC	\$87.75
70655-AP		07/09/12	REED FIBERGLASS INC	\$1,379.00
70656-AP		07/09/12	SANDHILLS CONCRETE	\$1,125.00
70657-AP		07/09/12	SETTLE, CHASE	\$46.43
70658-AP		07/09/12	SHERIFF'S ASSN OF TEXAS	\$300.00
70659-AP		07/09/12	SIMS PLASTICS INC	\$1,403.45
70660-AP		07/09/12	SLICK'S AUTO SUPPLY & HOWE INC	\$1,855.32
70661-AP		07/09/12	SPAULDING, BRIAN	\$50.00
70662-AP		07/09/12	STATE FARM INSURANCE	\$100.00
70663-AP-VOID		07/09/12	TALIAFERRO, STEPHEN	
70664-AP		07/09/12	TARRANT COUNTY MEDICAL EXAMINE	\$2,000.00
70665-AP		07/09/12	TERRY, MARK	\$1,236.13
70666-AP		07/09/12	TEXAS ASSN OF COUNTIES	\$111,266.00
70667-AP		07/09/12	TEXAS DEPT OF AGRICULTURE	\$91.60
70668-AP		07/09/12	TEXAS DISTRICT & COUNTY ATTORN	\$75.00
70669-AP		07/09/12	TOTAL OFFICE SOLUTION OF WEST	\$940.00
70670-AP		07/09/12	TYLER TECHNOLOGIES, INC	\$4,077.00
70671-AP		07/09/12	V-SHOP	\$155.00
70672-AP		07/09/12	WEST TEXAS OFF-ROAD CENTER	\$295.99
70673-AP		07/09/12	WILDCAT WORLD	\$80.50
70674-AP		07/09/12	WILLIAMS, STEVE	\$195.25
70675-AP		07/09/12	WOLF, GERRY	\$25.00
70676-AP		07/09/12	WOLF, KELSEY	\$12.83
70677-AP		07/09/12	WORLD BOOK DIRECT MARKETING	\$30.00
70678-AP		07/09/12	WTE FUELS INC	\$14,304.29
70679-AP		07/09/12	TALIAFERRO, STEPHEN	\$705.10

Winkler County	ACCOUNTS PAYABLE SYSTEM	31 Jul 2012
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THE SOFTWARE GROUP, INC.	Disbursements Made from 07/01/12 thru 07/31/12	PAGE 3

Check #.....	HC	Check Date	Vendor.....	Check Amount.
70680-AP		07/10/12	DIRECT ENERGY	\$808.24
70681-AP		07/10/12	LOWE'S HOME CENTERS INC	\$649.80
70682-AP		07/10/12	PACIFIC TELEMANAGEMENT SVCS	\$100.00
70683-AP		07/10/12	TRACTOR SUPPLY CO	\$121.90
70684-AP		07/10/12	VERIZON WIRELESS	\$518.40
70685-AP		07/10/12	WTU RETAIL ENERGY	\$120.12
70686-AP		07/11/12	CARRASCO, MARTHA	\$350.00
70687-AP		07/11/12	HARTLEY, HANNAH L	\$52.00
70688-AP		07/11/12	LEYVA, MELISA	\$350.00
70689-AP		07/13/12	FORT DEARBORN LIFE INS CO	\$1,225.16
70690-AP		07/13/12	GLENDA MIXON	\$80.00
70691-AP		07/13/12	SECURITY BENEFIT GROUP	\$1,234.13
70692-AP		07/13/12	GLENDA MIXON	\$60.00
70693-AP		07/13/12	AMERICAN FAMILY LIFE ASSURANCE	\$1,855.13
70694-AP		07/13/12	WESTER COMMUNITY CREDIT UNION	\$4,751.20
70695-AP		07/13/12	CONSECO SENIOR HEALTH INS	\$120.75
70696-AP		07/13/12	FRANKS, PATTI	\$105.00
70697-AP		07/13/12	AMERICAN GENERAL LIFE & ACCIDE	\$24.23
70698-AP		07/13/12	AFL CRITICAL ILLNESS	\$1,328.20
70699-AP		07/13/12	SECURITY BENEFIT	\$50.00
70700-AP		07/12/12	DIRECT ENERGY	\$434.63
70701-AP		07/12/12	HOME DEPOT CREDIT SVCS	\$1,977.45
70702-AP		07/12/12	SUDDEN LINK	\$106.57
70703-AP		07/12/12	WINKLER COUNTY EMPLOYEE	\$150,000.00
70704-AP		07/16/12	AT&T	\$3,516.76
70705-AP		07/16/12	GRAVES, SUE	\$72.72
70706-AP		07/16/12	MASTERCARD/4H	\$391.89
70707-AP		07/17/12	CITY OF KERMIT	\$2,740.90
70708-AP		07/17/12	JACQUEZ, JAVIER	\$100.00
70709-AP		07/17/12	JUAREZ, SOCORRO	\$300.00
70710-AP		07/17/12	MASTERCARD	\$690.22
70711-AP		07/17/12	SBC/AT&T	\$400.68
70712-AP		07/17/12	SUDDEN LINK	\$209.65
70713-AP		07/17/12	WEST TEXAS GAS INC	\$543.91
70714-AP		07/18/12	ORTIZ, OFELIA	\$350.00
70715-AP		07/19/12	SOLIS, VICKY	\$300.00
70716-AP		07/19/12	UNDERWOOD, APRIL	\$250.00
70717-AP		07/19/12	WOLF, DOROTHY	\$250.00
70718-AP		07/23/12	4M YOUTH SERVICES INC	\$3,104.00
70719-AP		07/23/12	AFFILIATED FOODS INC	\$4,969.05
70720-AP		07/23/12	ALCO STORE #185	\$210.78
70721-AP		07/23/12	ANTLEY, CENDY BRISTER	\$100.00
70722-AP		07/23/12	E-LINE FILTER & SUPPLY INC	\$52.00
70723-AP		07/23/12	BAKER & TAYLOR BOOKS	\$107.98
70724-AP		07/23/12	BURKE WELDING SUPPLY & TOOL CO	\$285.00
70725-AP		07/23/12	BNI COMPANIES INC	\$1,521.17
70726-AP		07/23/12	CARPENTER, J.R.	\$300.00
70727-AP		07/23/12	CHARLENE BEAUCHAMP	\$190.00
70728-AP		07/23/12	CHEMSEARCH	\$1,592.03
70729-AP		07/23/12	CHURCH OF CHRIST FOOD PANTRY	\$42.00
70730-AP		07/23/12	CITY OF KERMIT	\$58.26
70731-AP		07/23/12	CITY OF ODESSA	\$12.00

Winkler County	ACCOUNTS PAYABLE SYSTEM	31 Jul 2012
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THE SOFTWARE GROUP, INC.	Disbursements Made from 07/01/12 thru 07/31/12	PAGE 4

Check #.....	HC	Check Date	Vendor.....	Check Amount.
70732-AP		07/23/12	CITY OF WINK	\$815.00
70733-AP		07/23/12	COOPER, CHARLES E	\$800.00
70734-AP		07/23/12	CORNERSTONE PROGRAMS CORP	\$12,459.26
70735-AP		07/23/12	COUNTY & DISTRICT CLKS ASSN	\$160.00
70736-AP		07/23/12	DAY, JOHN	\$100.00
70737-AP		07/23/12	DECOY COFFEE CO	\$461.50
70738-AP		07/23/12	DEMCO	\$77.03
70739-AP		07/23/12	DESIREE BOUTIQUE	\$654.82
70740-AP		07/23/12	EIGHTH COURT OF APPEALS	\$185.00
70741-AP		07/23/12	ELAM, GARY W DR.	\$55.52
70742-AP		07/23/12	EMERGENCY COMMUNICATIONS NETWO	\$7,452.00
70743-AP		07/23/12	FAMILY POWERSPORTS ODESSA	\$300.00
70744-AP		07/23/12	FRANKS, PATTI	\$31.00
70745-AP		07/23/12	GALE	\$357.76
70746-AP		07/23/12	GALLS INC	\$675.28
70747-AP		07/23/12	GDR ODESSA TRUCK TIRE CENTER	\$1,541.84
70748-AP		07/23/12	GODSON SERVICE CO	\$805.90
70749-AP		07/23/12	GRAINGER INC	\$37.90
70750-AP		07/23/12	GREATER WORKS	\$42.00
70751-AP		07/23/12	HARMONY HOME CAC	\$42.00
70752-AP		07/23/12	HOFFMAN, JOSHUA P	\$129.92
70753-AP		07/23/12	HUSKY MECHANICAL LLC	\$825.00
70754-AP		07/23/12	JP COOKE CO	\$23.64
70755-AP		07/23/12	KENT TIRE COMPANY	\$120.00
70756-AP		07/23/12	KERMIT MOTOR COMPANY INC	\$751.72
70757-AP		07/23/12	KEYSTONE PUMP & SUPPLY	\$63.43
70758-AP		07/23/12	KIND OIL OF TEXAS	\$87.32
70759-AP		07/23/12	KIRBY-SMITH MACHINERY INC	\$4,000.00
70760-AP		07/23/12	KNOX WASTE SVC	\$38.34
70761-AP		07/23/12	KOFILE SOLUTIONS	\$1,001.90
70762-AP		07/23/12	LAWNOWER SALES & SERVICE INC	\$12.35
70763-AP		07/23/12	LEGAL DIRECTORIES PUBLISHING C	\$82.50
70764-AP		07/23/12	LESLIE'S POOL SUPPLIES	\$725.25
70765-AP		07/23/12	LIBERTY PUMP & SUPPLY CO	\$14.44
70766-AP		07/23/12	LINEBARGER GOGGAN BLAIR & SAMP	\$25.81
70767-AP		07/23/12	LOWE'S MARKETPLACE	\$153.64
70768-AP		07/23/12	M & M TRUCK CENTER INC	\$252.88
70769-AP		07/23/12	MAYFIELD PAPER COMPANY	\$1,779.94
70770-AP		07/23/12	MEDICAL WHOLESALE INC	\$73.52
70771-AP		07/23/12	MEMORIAL HOSPITAL	\$12,947.55
70772-AP		07/23/12	MHC KENWORTH-ODESSA	\$80.44
70773-AP		07/23/12	MIDROMARKETING LLC	\$45.44
70774-AP		07/23/12	MINISTERIAL FOOD PANTRY	\$13.00
70775-AP		07/23/12	MONAHAN ACE HARDWARE	\$1,383.89
70776-AP		07/23/12	NEAL, RANDY	\$351.06
70777-AP		07/23/12	NETWEST ONLINE INC	\$17.95
70778-AP		07/23/12	O'REILLY AUTOMOTIVE INC	\$7.85
70779-AP		07/23/12	OFFICE DEPOT INC	\$209.69
70780-AP		07/23/12	PATTILLO, DIANE	\$357.42
70781-AP		07/23/12	PERDUE, BRANDON, FIELDER, COLLINS	\$431.10
70782-AP		07/23/12	PSYCHEMEDICS CORP	\$845.20
70783-AP		07/23/12	R & R PRODUCTS INC	\$37.35

Winkler County	ACCOUNTS PAYABLE SYSTEM	31 Jul 2012
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Check #.....	HC	Check Date	Vendor.....	Check Amount.
70784-AP		07/23/12	RAMIREZ, RUBEN	\$600.00
70785-AP		07/23/12	ROBERTSON'S GROCERY	\$78.35
70786-AP		07/23/12	SCOWIN, TRACEY BRIGHT	\$400.00
70787-AP		07/23/12	SEALE TIRE SALES & SERVICE	\$327.00
70788-AP		07/23/12	SEARS COMMERCIAL ONE	\$11.28
70789-AP		07/23/12	SHROPSHIRE, LAURIE	\$75.00
70790-AP		07/23/12	SIMS PLASTICS INC	\$556.41
70791-AP		07/23/12	SOUTHWEST SECURITY ALARMS	\$150.00
70792-AP		07/23/12	STATE COMPTROLLER	\$25,393.82
70793-AP		07/23/12	STATE FARM INSURANCE	\$50.00
70794-AP		07/23/12	TEXAS CRIME VICTIMS FUND	\$18.00
70795-AP		07/23/12	TEXAS FOREST SERVICE	\$300.00
70796-AP		07/23/12	THOMPSON, BILLY RAY	\$298.49
70797-AP		07/23/12	THOMPSON, DONALD RAY	\$240.00
70798-AP		07/23/12	TOTAL OFFICE SOLUTION OF WEST	\$450.00
70799-AP		07/23/12	TRAMMELL, DELVYN	\$1,113.61
70800-AP		07/23/12	TRANE U.S. INC	\$7,714.30
70801-AP		07/23/12	TWO PRO MGMT LLC	\$500.00
70802-AP		07/23/12	TXU ENERGY	\$24.47
70803-AP		07/23/12	TYLER TECHNOLOGIES, INC	\$17,908.64
70804-AP		07/23/12	V-SHOP	\$85.00
70805-AP		07/23/12	WAGNER SUPPLY COMPANY	\$175.46
70806-AP		07/23/12	WEST PUBLISHING CORP	\$5,336.70
70807-AP		07/23/12	WEST TEXAS MMMA	\$500.00
70808-AP		07/23/12	WILLIAMS, STEVE	\$58.75
70809-AP		07/23/12	WINKLER CO SR CITIZENS	\$20.00
70810-AP		07/23/12	WOLF, KELESEY	\$166.68
70811-AP		07/23/12	WOLF, ROBBIE	\$300.00
70812-AP		07/23/12	WRIGHT, DONNA - COUNTY CLERK	\$258.00
70813-AP		07/23/12	WRIGHT, JERRY R	\$25.00
70814-AP		07/23/12	WTS FUELS INC	\$10,232.77
70823-AP		07/23/12	AQUATIC RECREATIONAL SPECIALTI	\$16,850.00
70824-AP		07/23/12	DEPARTMENT INFORMATION RESOURC	\$28.71
70825-AP		07/23/12	EARLEY,ROBIN	\$121.50
70826-AP		07/23/12	SUDDEN LINK	\$33.24
70827-AP		07/24/12	PORRAS, LARISSA	\$300.00
70828-AP		07/24/12	SUDDEN LINK	\$42.15
70829-AP		07/24/12	TEXAS GAS SVC	\$304.26
70830-AP		07/24/12	TEXAS PARKS & WILDLIFE	\$3,200.00
70831-AP		07/27/12	NEW YORK LIFE INSURANCE CO	\$12.00
70832-AP		07/27/12	MEMORIAL HOSPITAL ACCTS REC (H	\$165.00
70833-AP		07/27/12	GLENDA NIXON	\$80.00
70834-AP		07/27/12	SECURITY BENEFIT GROUP	\$1,234.13
70835-AP		07/27/12	GLENDA NIXON	\$60.00
70836-AP		07/27/12	TB	\$291.12
70837-AP		07/27/12	WESTEX COMMUNITY CREDIT UNION	\$4,741.00
70838-AP		07/27/12	FRANKS, PATTI	\$105.00
70839-AP		07/27/12	LEGALSHIELD	\$51.82
70840-AP		07/27/12	SECURITY BENEFIT	\$50.00
70841-AP		07/26/12	HARTLEY, WARRAH L	\$88.00
70842-AP		07/27/12	CITY OF WINK	\$1,343.03
70843-AP		07/27/12	DENNY, HOLLY	\$88.00

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THE SOFTWARE GROUP, INC.	ALL Checking Accounts	
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70844-AP		07/27/12	HEREDIA, BRENNIA	\$25.00
70845-AP		07/27/12	TEXAS COUNTY & DISTRICT RETIRE	\$92,971.73
70846-AP		07/27/12	UNDERWOOD, MICKEY	\$300.00
70847-AP		07/31/12	BAHUELOS, PRISCILLA	\$300.00
70848-AP		07/31/12	CAMUNEZ, MARISOL	\$350.00
70849-AP		07/31/12	HYDE, MICHYLA	\$150.00
70850-AP		07/31/12	MASTERCARD GOLD (COUNTYWIDE)	\$88.90
70851-AP		07/31/12	R H ADMINISTRATORS	\$32,277.79
70852-AP		07/31/12	REED, SHETHELIA	\$277.95
70853-AP		07/31/12	SERBANTEZ, ANNETTE	\$37.50
70854-AP		07/31/12	WINKLER COUNTY EMPLOYEE	\$116,826.21
Total for AP - ACCOUNTS PAYABLE				\$1,895,367.02
				=====
				\$1,895,367.02

270 records listed.

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
	07/06/12	07/06/12	CROW, RICHARD LEROY	0.00	N	
86168-PR	07/06/12	07/06/12	CROW, RICHARD LEROY	159.53	N	VOID
86168-PR	07/06/12	07/06/12	CROW, RICHARD LEROY	-159.53	N	VOID
86169-PR	07/06/12	07/06/12	LONG, ROY L.	200.66		
86170-PR	07/06/12	07/06/12	SOTELO, KIMBERLY LUANN	162.19	N	
86171-PR	07/06/12	07/06/12	UNDERWOOD, WILLIAM F	40.55		
86172-PR	07/06/12	07/06/12	JOHNSON, CHERYL L.	171.99	Y	
				575.39		
86173-PR	07/13/12	07/13/12	TREADWELL, RENEE SUZANNE	880.43		
86174-PR	07/13/12	07/13/12	BONILLA, DANNY SANCHEZ	542.31	N	
86175-PR	07/13/12	07/13/12	LARA, RAUL M.	769.41		
86176-PR	07/13/12	07/13/12	VELASQUEZ, PEDRO CARRASCO	874.67		
86177-PR	07/13/12	07/13/12	WOLFE, PATRICIA L.	267.16		
86178-PR	07/13/12	07/13/12	AYERS, LINDSAY ELISE	506.23	N	
86179-PR	07/13/12	07/13/12	CARRASCO, CARLOS ALBERTO	479.44	N	
86180-PR	07/13/12	07/13/12	CARRASCO, JOSE ARMANDO	495.31	N	
86181-PR	07/13/12	07/13/12	FRANCO, MATTHEW ROY	566.73	N	
86182-PR	07/13/12	07/13/12	GONZALES, JR., ALBERT JORDON	495.31	N	
86183-PR	07/13/12	07/13/12	GONZALEZ, ALEXANDER JAVIER	665.91	N	
86184-PR	07/13/12	07/13/12	GUZMAN, ELIAS MICHAEL	757.15	N	
86185-PR	07/13/12	07/13/12	KNIGHT, LINDA E	797.96	N	
86186-PR	07/13/12	07/13/12	MOORE, COURTNEY MICHELLE	248.23	N	
86187-PR	07/13/12	07/13/12	OXEDINE, KAYSIE JAYE	642.11	N	
86188-PR	07/13/12	07/13/12	PADILLA, DAVID	328.88		
86189-PR	07/13/12	07/13/12	PAUDA, AUSTIN MARCELINO	675.83	N	
86190-PR	07/13/12	07/13/12	RAMIREZ, GEORGE ANTHONY	513.16	N	
86191-PR	07/13/12	07/13/12	SANCHEZ, MARIELA ADRIANA	343.56	N	
86192-PR	07/13/12	07/13/12	SANCHEZ, MARISOL ILIANA	330.98	N	
86193-PR	07/13/12	07/13/12	TATE, SADIE MARIE	663.93	K	
86194-PR	07/13/12	07/13/12	TUCK, BRITTANY GOLDA	525.07	N	
86195-PR	07/13/12	07/13/12	VALENZUELA, JR., JUAN RAMON	440.03	N	
86196-PR	07/13/12	07/13/12	WALL, BAILEY COLE	257.10	N	
86197-PR	07/13/12	07/13/12	WOLF, KELSEY JENAE	1,223.81	N	
86198-PR	07/13/12	07/13/12	ZURIA, CRISTAL URIAS	223.36	N	
86199-PR	07/13/12	07/13/12	BAKER, KAITLIN DANIELLE	318.43		
86200-PR	07/13/12	07/13/12	COOPER, CHARLES E.	297.35		
86201-PR	07/13/12	07/13/12	EASLEY, JARED ALAN	339.66	N	
86202-PR	07/13/12	07/13/12	ROBERTS, WALTER MARIE JR.	853.94	N	
86203-PR	07/13/12	07/13/12	HOTZE, MARIAH ELLEN	457.62	N	
86204-PR	07/13/12	07/13/12	HYDE, MCKENNA	505.23	N	
86205-PR	07/13/12	07/13/12	HYDE, MICHYLA SHAY	505.23	N	
86206-PR	07/13/12	07/13/12	RAMOS, GREGIA RAE	588.55	N	
86207-PR	07/13/12	07/13/12	RIVAS, MANUEL CARBAJAL	529.03	N	
86208-PR	07/13/12	07/13/12	SHACKELFORD, KATELYN CARI	311.33	N	
86209-PR	07/13/12	07/13/12	WHITE, JULIE MARINA	790.89		

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86210-PR	07/13/12	07/13/12	WHITE, MARVINA LEE	640.12	N	
86211-PR	07/13/12	07/13/12	WILLIAMS, DOMINIQUE MICHA	518.64	N	
86212-PR	07/13/12	07/13/12	YOUNGBLOOD, JACIE LYNN	311.93	N	
86213-PR	07/13/12	07/13/12	BUSTAMANTE, REYES PALLANES JR.	794.00		
86214-PR	07/13/12	07/13/12	O'CONNOR, STEPHEN M.	819.54		
86215-PR	07/13/12	07/13/12	ROGERS, RICHARD WADE	554.04	N	
86216-PR	07/13/12	07/13/12	WALKER, TRINITY DANIELLE	611.38		
86217-PR	07/13/12	07/13/12	WOLF, GERRY L.	837.97	N	
86218-PR	07/13/12	07/13/12	QUIROZ, XAVIER NICHOLAS	536.97	N	
86219-PR	07/13/12	07/13/12	DENNIS, SHELA ANN	34.20		
86220-PR	07/13/12	07/13/12	BURROLA, CRISTAL T	282.30	H	
86221-PR	07/13/12	07/13/12	DUNN, DOUGLAS STEVAN	438.98		
86222-PR	07/13/12	07/13/12	HOLLEY, TOBY W	69.88		
86223-PR	07/13/12	07/13/12	PARKER, ROSA M	313.81	N	
86224-PR	07/13/12	07/13/12	MUNCY, MARTIN B	0.00		
86225-PR	07/13/12	07/13/12	HAWKINS, ROBBIE L.	671.77		
86226-PR	07/13/12	07/13/12	TERRY, MARK C	1,231.31	N	
86227-PR	07/13/12	07/13/12	THOMPSON, BILLY RAY	1,201.58	N	
86228-PR	07/13/12	07/13/12	KAPKA, DON E	792.84		
86229-PR	07/13/12	07/13/12	MITCHELL, GENE E	710.31	N	
86230-PR	07/13/12	07/13/12	MITCHELL, HENRY LEON	799.63		
86231-PR	07/13/12	07/13/12	GARCIA, PEDRO F.	440.60		
86232-PR	07/13/12	07/13/12	HENDERSON, JOHN E.	912.90	N	
86233-PR	07/13/12	07/13/12	WHITE, ROBERT L. SR.	866.06		
86234-PR	07/13/12	07/13/12	GREENE, PAM S.	586.06		
86235-PR	07/13/12	07/13/12	REED, SMETHELIA I.	1,389.28	N	
86236-PR	07/13/12	07/13/12	WARBOIS, DEBRA A	813.79		
86237-PR	07/13/12	07/13/12	ARMENDARIZ, LERIDA	695.95		
86238-PR	07/13/12	07/13/12	ASHABRANNER, JEFFREY DOLE	975.23	Y	
86239-PR	07/13/12	07/13/12	CARTWRIGHT, CHRISTINE M	958.74	N	
86240-PR	07/13/12	07/13/12	CROW, RICHARD LEADY	1,109.68	N	
86241-PR	07/13/12	07/13/12	DOBSON, KIM	627.31	N	
86242-PR	07/13/12	07/13/12	GALLEGOS, SUKI A.	707.18		
86243-PR	07/13/12	07/13/12	GLOVER, ANTHONY DESHAWN	1,324.38	N	
86244-PR	07/13/12	07/13/12	JOHNSON, DYSTINEY LYNN	1,028.73	N	
86245-PR	07/13/12	07/13/12	KEELY, DARLA J	282.23	N	
86246-PR	07/13/12	07/13/12	KEELY, GEORGE J. JR.	1,802.65	N	
86247-PR	07/13/12	07/13/12	LONG, ROY L.	1,065.42		
86248-PR	07/13/12	07/13/12	MARTINEZ, JOHNNY ANGEL	745.32	N	
86249-PR	07/13/12	07/13/12	ROBERTS, BONNIE MAY	878.28	N	
86250-PR	07/13/12	07/13/12	SOLTERO, JOSE L.	1,227.99		
86251-PR	07/13/12	07/13/12	SOTELO, KIMBERLY LURANN	1,118.74	N	
86252-PR	07/13/12	07/13/12	TRIBBLE, BILL DAVID	1,024.54		
86253-PR	07/13/12	07/13/12	UNDERWOOD, WILLIAM F	889.43		
86254-PR	07/13/12	07/13/12	ERBLEY, ROBIN PENE	480.08	N	
86255-PR	07/13/12	07/13/12	JACKSON, PHYLLIS L.	1,035.32		
86256-PR	07/13/12	07/13/12	RANDOLPH, DIXIE K.	893.37		



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86257-PR	07/13/12	07/13/12	TERRY, SHERRY A.	1,411.46	N	
				57,441.69		
86258-PR	07/27/12	07/27/12	TREADWELL, RENEE SUZANNE	1,186.87		
86259-PR	07/27/12	07/27/12	BONILLA, DANNY SANCHEZ	543.31	N	
86260-PR	07/27/12	07/27/12	LARA, PAUL M.	300.36		
86261-PR	07/27/12	07/27/12	VELASQUEZ, PEDRO CARRASCO	1,095.73		
86262-PR	07/27/12	07/27/12	WOLFE, PATRICIA L.	238.37		
86263-PR	07/27/12	07/27/12	AYERS, LINDSAY ELISE	552.84	N	
86264-PR	07/27/12	07/27/12	CARRASCO, CARLOS ALBERTO	568.77	N	
86265-PR	07/27/12	07/27/12	CARRASCO, JOSE ARMANDO	564.74	N	
86266-PR	07/27/12	07/27/12	FRANCO, MATTHEW ROY	497.29	N	
86267-PR	07/27/12	07/27/12	GONZALES, JR., ALBERT JORDON	529.03	N	
86268-PR	07/27/12	07/27/12	GONZALEZ, ALEXANDER JAVIER	582.60	N	
86269-PR	07/27/12	07/27/12	GUZMAN, ELIAS MICHAEL	429.29	N	
86270-PR	07/27/12	07/27/12	KNIGHT, LINDA E	819.38	N	
86271-PR	07/27/12	07/27/12	MOORE, COURTNEY MICHELLE	560.77	N	
86272-PR	07/27/12	07/27/12	OXEDINE, KAYSTIE JAYE	648.06	N	
86273-PR	07/27/12	07/27/12	PRADILLA, DAVID	568.55		
86274-PR	07/27/12	07/27/12	PAJDA, AUSTIN MARCELINO	536.97	N	
86275-PR	07/27/12	07/27/12	RAMIREZ, GEORGE ANTHONY	290.54	N	
86276-PR	07/27/12	07/27/12	SANCHEZ, MARIELA ADRIANA	61.33	N	
86277-PR	07/27/12	07/27/12	SANCHEZ, MARISOL ILIANA	139.01	N	
86278-PR	07/27/12	07/27/12	TATE, SADIE MARIE	705.59	N	
86279-PR	07/27/12	07/27/12	TUCK, BRITTANY GOLDA	517.12	N	
86280-PR	07/27/12	07/27/12	VALENZUELA, JR., JUAN RAMON	639.65	N	
86281-PR	07/27/12	07/27/12	WALL, BAILEY COLE	231.80	N	
86282-PR	07/27/12	07/27/12	WOLF, KELSEY JENAE	1,306.28	N	
86283-PR	07/27/12	07/27/12	ZUBIA, CRISTAL URIAS	675.83	N	
86284-PR	07/27/12	07/27/12	BAKER, KAITLIN DANIELLE	390.61		
86285-PR	07/27/12	07/27/12	COOPER, CHARLES E.	297.35		
86286-PR	07/27/12	07/27/12	EASLEY, JARED ALAN	339.66	N	
86287-PR	07/27/12	07/27/12	ROBERTS, WALTER MARIE JR.	1,308.16	N	
86288-PR	07/27/12	07/27/12	HOTZE, MARIAH ELLEN	535.97	N	
86289-PR	07/27/12	07/27/12	HYDE, MCKENNA	517.13	N	
86290-PR	07/27/12	07/27/12	HYDE, MICHYLA SHAY	540.94	N	
86291-PR	07/27/12	07/27/12	RANDS, GRECIA RAE	648.06	N	
86292-PR	07/27/12	07/27/12	RIVAS, MANUEL CARRAJAL	261.32	N	
86293-PR	07/27/12	07/27/12	SHACKELFORD, KATELYN CARI	378.27	N	
86294-PR	07/27/12	07/27/12	WHITE, JULIE MARINA	798.89		
86295-PR	07/27/12	07/27/12	WHITE, MARVINA LEE	362.40	N	
86296-PR	07/27/12	07/27/12	WILLIAMS, DOMINIQUE MICHA	276.77	N	
86297-PR	07/27/12	07/27/12	YOUNGBLOOD, JACIE LYNN	311.33	N	
86298-PR	07/27/12	07/27/12	BUSTAMANTE, REYES PALLANES JR.	940.88		
86299-PR	07/27/12	07/27/12	O'DONNOR, STEPHEN M.	1,054.42		
86300-PR	07/27/12	07/27/12	ROGERS, RICHARD WADE	543.31	N	

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86301-PR	07/27/12	07/27/12	WALKER, TRINITY DANIELLE	670.93		
86302-PR	07/27/12	07/27/12	WOLF, GERRY L.	1,187.53	N	
86303-PR	07/27/12	07/27/12	GORDON, LUCAS CARL	116.23	N	
86304-PR	07/27/12	07/27/12	DENNIS, SHELIA ANN	93.99		
86305-PR	07/27/12	07/27/12	BURROLA, CRISTAL T	373.22	N	
86306-PR	07/27/12	07/27/12	ALARCON, SYLVESTER	185.83		
86307-PR	07/27/12	07/27/12	DUNN, DOUGLAS STEVAN	696.60		
86308-PR	07/27/12	07/27/12	HOLLEY, TOBY W	63.68		
86309-PR	07/27/12	07/27/12	PARKER, ROSA M	704.06	N	
86310-PR	07/27/12	07/27/12	MUNCY, MARTIN B	0.00		
86311-PR	07/27/12	07/27/12	HAWKINS, ROBBIE L.	854.15		
86312-PR	07/27/12	07/27/12	TERRY, MARK C	1,231.31	N	
86313-PR	07/27/12	07/27/12	THOMPSON, BILLY RAY	1,375.99	N	
86314-PR	07/27/12	07/27/12	KAPPA, DON E	856.24		
86315-PR	07/27/12	07/27/12	MITCHELL, GENE E	783.71	N	
86316-PR	07/27/12	07/27/12	MITCHELL, HENRY LEON	917.87		
86317-PR	07/27/12	07/27/12	GARCIA, PEDRO F.	620.16		
86318-PR	07/27/12	07/27/12	HENDERSON, JOHN E.	1,235.38	N	
86319-PR	07/27/12	07/27/12	WHITE, ROBERT L. SR.	1,068.82		
86320-PR	07/27/12	07/27/12	GREENE, PAM S.	945.36		
86321-PR	07/27/12	07/27/12	REED, SHELTELIA I.	1,606.78	N	
86322-PR	07/27/12	07/27/12	WARBOIS, DEBRA A	979.52		
86323-PR	07/27/12	07/27/12	CHAVES, BARBARA B	106.12	N	
86324-PR	07/27/12	07/27/12	ARMENDARIZ, LERIDA	731.67		
86325-PR	07/27/12	07/27/12	BECKER, BENJAMIN KRAIG	988.41	Y	
86326-PR	07/27/12	07/27/12	CARTWRIGHT, CHRISTINE M	979.27	N	
86327-PR	07/27/12	07/27/12	CROW, RICHARD LEROY	1,221.78	N	
86328-PR	07/27/12	07/27/12	DOBSON, KIM	627.31	N	
86329-PR	07/27/12	07/27/12	GALLEGOS, SUKI A.	881.04		
86330-PR	07/27/12	07/27/12	GLOVER, ANTHONY DESHAWN	1,201.61	N	
86331-PR	07/27/12	07/27/12	HATTAWAY, ELENA BERDOZA	314.39		
86332-PR	07/27/12	07/27/12	JOHNSON, DYSTINEY LYNN	969.23	N	
86333-PR	07/27/12	07/27/12	KEELY, DARLA J	155.91	N	
86334-PR	07/27/12	07/27/12	KEELY, GEORGE J. JR.	1,851.85	N	
86335-PR	07/27/12	07/27/12	LONG, ROY L.	1,205.24		
86336-PR	07/27/12	07/27/12	MARTINEZ, JOHNNY ANGEL	846.10	N	
86337-PR	07/27/12	07/27/12	ROBERTS, BONNIE MAY	1,194.53	N	
86338-PR	07/27/12	07/27/12	SOLTERO, JOSE L.	1,241.42		
86339-PR	07/27/12	07/27/12	SOTELO, KIMBERLY LUANN	982.47	N	
86340-PR	07/27/12	07/27/12	TRIBBLE, BILL DAVID	1,168.12		
86341-PR	07/27/12	07/27/12	UNDERWOOD, WILLIAM F	917.77		
86342-PR	07/27/12	07/27/12	ERASLEY, ROBIN RENE	689.68	N	
86343-PR	07/27/12	07/27/12	JACKSON, PHYLLIS L.	1,166.17		
86344-PR	07/27/12	07/27/12	RANDOLPH, DIXIE K.	1,015.55		
86345-PR	07/27/12	07/27/12	TERRY, SHERRY A.	1,616.98	N	
				63,271.66		

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162561000-PR	07/06/12	07/06/12	EGGER, MONTY ZANE	167.47	Y	CLEAR
162561001-PR	07/06/12	07/06/12	GALINDO, ARIAN LORENZO	40.55	Y	CLEAR
162561002-PR	07/06/12	07/06/12	PRICE, DON WOOD	144.78	Y	CLEAR
162561003-PR	07/06/12	07/06/12	REYNOLDS, COLBY TYREL	155.51	Y	CLEAR
				508.31		
162641000-PR	07/13/12	07/13/12	ANCHONDO, JOE BRIAN	1,167.93	Y	CLEAR
162641001-PR	07/13/12	07/13/12	ARMENDARIZ, ELVIA G.	279.56	Y	CLEAR
162641002-PR	07/13/12	07/13/12	ARMENDARIZ, JUAN DEDIOS	1,041.87	Y	CLEAR
162641003-PR	07/13/12	07/13/12	BAKER, GENEVA RAQUEL	385.35	Y	CLEAR
162641004-PR	07/13/12	07/13/12	BARRON, BRENDA L	811.22	Y	CLEAR
162641005-PR	07/13/12	07/13/12	BLAGG, DONNA LINDSAY	652.42	Y	CLEAR
162641006-PR	07/13/12	07/13/12	CARPENTER, J. R.	1,266.23	Y	CLEAR
162641007-PR	07/13/12	07/13/12	CATES, SAMMIE ALTON JR.	848.54	Y	CLEAR
162641008-PR	07/13/12	07/13/12	DUNK, DOUGLAS STEVAN	1,052.30	Y	CLEAR
162641009-PR	07/13/12	07/13/12	EGGER, MONTY ZANE	842.94	Y	CLEAR
162641010-PR	07/13/12	07/13/12	EVEREST, EULONDA	300.32	Y	CLEAR
162641011-PR	07/13/12	07/13/12	EVERETT, JAMES S	1,742.97	Y	CLEAR
162641012-PR	07/13/12	07/13/12	FAMBARO, TIFFANY ELIZABETH	1,464.03	Y	CLEAR
162641013-PR	07/13/12	07/13/12	FLOWERS, RONNIE CLAUDE	924.64	Y	CLEAR
162641014-PR	07/13/12	07/13/12	FRANKS, PATRICIA A.	1,285.82	Y	CLEAR
162641015-PR	07/13/12	07/13/12	GARRETT, CARL MICHAEL	1,009.41	Y	CLEAR
162641016-PR	07/13/12	07/13/12	GUZMAN, DOMINGO JR.	784.37	Y	CLEAR
162641017-PR	07/13/12	07/13/12	HAMMOND, SUSAN MARIE	454.64	Y	CLEAR
162641018-PR	07/13/12	07/13/12	HARTLEY, HANNAH L	1,298.52	Y	CLEAR
162641019-PR	07/13/12	07/13/12	HEREDIA, BRENNA TERESA	813.72	Y	CLEAR
162641020-PR	07/13/12	07/13/12	HOLDER, PAULA JEANNE	647.54	Y	CLEAR
162641021-PR	07/13/12	07/13/12	HOLGUIN, DOROTHY A	364.46	Y	CLEAR
162641022-PR	07/13/12	07/13/12	HOLLEY, TOBY W	994.48	Y	CLEAR
162641023-PR	07/13/12	07/13/12	JEROME, ALLEN RAY	927.27	Y	CLEAR
162641024-PR	07/13/12	07/13/12	JOHNSON, CHERYL L.	565.32	Y	CLEAR
162641025-PR	07/13/12	07/13/12	KEMP, TEVIN SCOTT	816.59	Y	CLEAR
162641026-PR	07/13/12	07/13/12	KLINE, KATY P.	410.73	Y	CLEAR
162641027-PR	07/13/12	07/13/12	KYLE, RICHARD LESLIE	704.38	Y	CLEAR
162641028-PR	07/13/12	07/13/12	LALONDE, RODNEY L	705.02	Y	CLEAR
162641029-PR	07/13/12	07/13/12	LALONDE, SHEILA GAILE	685.62	Y	CLEAR
162641030-PR	07/13/12	07/13/12	LEAVITT, JOHN HARVEY	1,100.27	Y	CLEAR
162641031-PR	07/13/12	07/13/12	LECK, BONNIE S.	1,733.14	Y	CLEAR
162641032-PR	07/13/12	07/13/12	LUJAN, AIDA M	257.51	Y	CLEAR
162641033-PR	07/13/12	07/13/12	LUJAN, JO H	873.26	Y	CLEAR
162641034-PR	07/13/12	07/13/12	MITCHELL, JAMES D	1,122.78	Y	CLEAR
162641035-PR	07/13/12	07/13/12	NIXON, GLENDA J.	322.53	Y	CLEAR
162641036-PR	07/13/12	07/13/12	NEAL, RANDY M	1,212.73	Y	CLEAR
162641037-PR	07/13/12	07/13/12	OXEDINE, JULIE ANN	1,055.58	Y	CLEAR
162641038-PR	07/13/12	07/13/12	PARKER, ROSA M.	599.93	Y	CLEAR
162641039-PR	07/13/12	07/13/12	PRICE, DON WOOD	855.41	Y	CLEAR

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162641040-PR	07/13/12	07/13/12	REYNOLDS, COLBY TYREL	1,000.01	Y	CLEAR
162641041-PR	07/13/12	07/13/12	RIVAS, SILVIA Z	615.30	Y	CLEAR
162641042-PR	07/13/12	07/13/12	RODRIGUEZ, LAURIE ANN	566.38	Y	CLEAR
162641043-PR	07/13/12	07/13/12	ROGERS, JERRY NEIL	96.70	Y	CLEAR
162641044-PR	07/13/12	07/13/12	SETTLE, CHASE E.	382.29	Y	CLEAR
162641045-PR	07/13/12	07/13/12	SHEPARD, SANDRA KAY	1,233.48	Y	CLEAR
162641046-PR	07/13/12	07/13/12	SHIPLEY, DANA A	299.04	Y	CLEAR
162641047-PR	07/13/12	07/13/12	SHIPLEY, DANA A	306.09	Y	CLEAR
162641048-PR	07/13/12	07/13/12	SHROPSHIRE, LAURIE BETH	893.22	Y	CLEAR
162641049-PR	07/13/12	07/13/12	SIMPSON, VIDA D.	924.91	Y	CLEAR
162641050-PR	07/13/12	07/13/12	SOLTERO, MINERVA ZAMARRON	837.16	Y	CLEAR
162641051-PR	07/13/12	07/13/12	SPAULDING, BRIAN A	1,188.38	Y	CLEAR
162641052-PR	07/13/12	07/13/12	TALIAFERRO, NORMA ANNE	773.75	Y	CLEAR
162641053-PR	07/13/12	07/13/12	TALIAFERRO, NORMA ANNE	380.09	Y	CLEAR
162641054-PR	07/13/12	07/13/12	TALIAFERRO, NORMA ANNE	332.58	Y	CLEAR
162641055-PR	07/13/12	07/13/12	TALIAFERRO, NORMA ANNE	81.30	Y	CLEAR
162641056-PR	07/13/12	07/13/12	TALIAFERRO, STEPHEN WARREN	2,093.52	Y	CLEAR
162641057-PR	07/13/12	07/13/12	TRAMMELL, SHARON D	658.08	Y	CLEAR
162641058-PR	07/13/12	07/13/12	WILLIHELM, RHONDA REJEAN	1,367.08	Y	CLEAR
162641059-PR	07/13/12	07/13/12	WILSON, COY LEE	30.57	Y	CLEAR
162641060-PR	07/13/12	07/13/12	WILSON, COY LEE	333.28	Y	CLEAR
162641061-PR	07/13/12	07/13/12	WILSON, DONALD PHILLIP	1,074.65	Y	CLEAR
162641062-PR	07/13/12	07/13/12	WOLF, BLAKE AUSTIN	1,165.50	Y	CLEAR
162641063-PR	07/13/12	07/13/12	WOLF, BRANDY J.	1,509.95	Y	CLEAR
162641064-PR	07/13/12	07/13/12	WOLF, CHARLES M.	767.70	Y	CLEAR
162641065-PR	07/13/12	07/13/12	WOLF, JAMES ROBERT	1,330.25	Y	CLEAR
162641066-PR	07/13/12	07/13/12	WRIGHT, SHERYL LYNN	772.45	Y	CLEAR
				55,574.20		
162771000-PR	07/27/12	07/27/12	ANDHONDO, JOE BRIAN	1,084.86	Y	CLEAR
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162771005-PR	07/27/12	07/27/12	BARRON, BRENDA L	1,015.36	Y	CLEAR
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162771007-PR	07/27/12	07/27/12	CARPENTER, J. R.	1,496.44	Y	CLEAR
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162771012-PR	07/27/12	07/27/12	EVERETT, JAMES S	2,133.08	Y	CLEAR
162771013-PR	07/27/12	07/27/12	FAMBAO, TIFFANY ELIZABETH	1,334.54	Y	CLEAR
162771014-PR	07/27/12	07/27/12	FLOWERS, RONNIE CLAUDE	971.44	Y	CLEAR
162771015-PR	07/27/12	07/27/12	FRANKS, PATRICIA A.	1,684.31	Y	CLEAR
162771016-PR	07/27/12	07/27/12	GARRETT, CARL MICHAEL	1,038.29	Y	CLEAR

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162771019-PR	07/27/12	07/27/12	HARTLEY, WANNIAH L	1,443.99	Y	CLEAR
162771020-PR	07/27/12	07/27/12	HEREDIA, BRENNIA TERESA	885.12	Y	CLEAR
162771021-PR	07/27/12	07/27/12	HOLDER, PAULA JEANNE	729.91	Y	CLEAR
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162771023-PR	07/27/12	07/27/12	HOLLEY, TOBY H	1,134.65	Y	CLEAR
162771024-PR	07/27/12	07/27/12	JEPOME, ALLEN RAY	842.88	Y	CLEAR
162771025-PR	07/27/12	07/27/12	JOHNSON, CHERYL L.	707.77	Y	CLEAR
162771026-PR	07/27/12	07/27/12	KEMP, TEVIN SCOTT	830.80	Y	CLEAR
162771027-PR	07/27/12	07/27/12	KLINE, KATY P.	689.03	Y	CLEAR
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162771029-PR	07/27/12	07/27/12	LALONDE, SHEILA GAILE	917.94	Y	CLEAR
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162771034-PR	07/27/12	07/27/12	MITCHELL, JAMES D	1,174.39	Y	CLEAR
162771035-PR	07/27/12	07/27/12	MIXON, GLENDA J.	645.51	Y	CLEAR
162771036-PR	07/27/12	07/27/12	NEAL, RANDY M	1,443.93	Y	CLEAR
162771037-PR	07/27/12	07/27/12	ONEDINE, JULIE ANN	1,002.38	Y	CLEAR
162771038-PR	07/27/12	07/27/12	PAPPER, ROSA M.	622.11	Y	CLEAR
162771039-PR	07/27/12	07/27/12	PRICE, DON WOOD	1,053.82	Y	CLEAR
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162771045-PR	07/27/12	07/27/12	SHEPARD, SANDRA KAY	1,751.95	Y	CLEAR
162771046-PR	07/27/12	07/27/12	SHIPLEY, DANA A	464.82	Y	CLEAR
162771047-PR	07/27/12	07/27/12	SHIPLEY, DANA A	256.92	Y	CLEAR
162771048-PR	07/27/12	07/27/12	SHROPSHIRE, LAURIE BETH	1,176.81	Y	CLEAR
162771049-PR	07/27/12	07/27/12	SIMPSON, VIDA D.	329.27	Y	CLEAR
162771050-PR	07/27/12	07/27/12	SOLTERO, MINERVA ZAMARRON	1,422.66	Y	CLEAR
162771051-PR	07/27/12	07/27/12	SPAULDING, BRIAN A	913.96	Y	CLEAR
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162771054-PR	07/27/12	07/27/12	TALIAFERRO, NORMA ANNE	380.09	Y	CLEAR
162771055-PR	07/27/12	07/27/12	TALIAFERRO, NORMA ANNE	232.58	Y	CLEAR
162771056-PR	07/27/12	07/27/12	TALIAFERRO, NORMA ANNE	81.30	Y	CLEAR
162771057-PR	07/27/12	07/27/12	TALIAFERRO, STEPHEN WARREN	2,237.93	Y	CLEAR
162771058-PR	07/27/12	07/27/12	TRAMMELL, SHARON D	1,002.28	Y	CLEAR
162771059-PR	07/27/12	07/27/12	WILLHELM, RHONDA REJEAN	1,548.04	Y	CLEAR
162771060-PR	07/27/12	07/27/12	WILSON, COY LEE	378.82	Y	CLEAR
162771061-PR	07/27/12	07/27/12	WILSON, DONALD PHILLIP	1,246.14	Y	CLEAR
162771062-PR	07/27/12	07/27/12	WOLF, BLANE AUSTIN	1,153.36	Y	CLEAR
162771063-PR	07/27/12	07/27/12	WOLF, BRANDY J.	1,739.90	Y	CLEAR

CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
162771064-PR	07/27/12	07/27/12	WOLF, CHARLES M.	785.70	Y	CLEAR
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162771066-PR	07/27/12	07/27/12	WRIGHT, SHERYL LYNN	816.25	Y	CLEAR
				64,216.31		
				241,587.56 ✓		

318 records listed.

WINKLER COUNTY EMPLOYEE BENEFIT FUND

JULY BANK TRANSATIONS						
DATE	CHECK NUMBERS	DENTAL	MEDICAL	STOP LOSS	DEPOSITS	BALANCE
7/2/2012					\$ 112,730.03	\$ 92,633.39
7/6/2012	7276-7287	\$ 146.00	\$ 10,275.72			\$ 82,211.67
7/13/2012	7288			\$ 16,025.88		\$ 66,185.79
7/11/2012	7289-7315	\$ 139.00	\$ 70,543.04			\$ (4,496.25)
7/11/2012	3383-vd		\$ (30.30)			\$ (4,465.95)
7/11/2012	5685-vd		\$ (139.00)			\$ (4,326.95)
7/11/2012	6160-vd		\$ (452.50)			\$ (3,874.45)
7/11/2012	6331-vd		\$ (19.42)		\$ 150,000.00	\$ 146,144.97
7/18/2012	7316			\$ 30.30		\$ 146,114.67
7/18/2012	7317-7350		\$ 37,186.68			\$ 108,927.99
7/25/2012	7351-7354			\$ 2,635.53		\$ 106,292.46
7/25/2012	7355-7391	\$ 467.00	\$ 47,511.72			\$ 58,313.74
7/31/2012					\$ 116,026.21	\$ 174,339.95
		\$ 752.00	\$ 164,875.94	\$ 18,691.71	\$ 378,756.24	

WINKLER COUNTY HOSPITAL BOND INTEREST

JULY BANK TRANSACTION		CURRENT		DELINQUENT		
7/3/2012	44024-44025		\$ 795.44	\$ 88.82		\$422,309.09
7/13/2012		\$ 5.00				\$422,304.09
7/16/2012	44082			\$ 472.39		\$422,776.48
7/17/2012	44100		\$ 134.47			\$422,910.95
7/23/2012	Interest	\$ 263,361.88				\$159,549.07
7/27/2012	ADMIN FEE	\$ 300.00				\$159,249.07
7/26/2012	44143			\$ 250.55		\$159,499.62
		\$ 263,666.88	\$ 929.91	\$ 811.76		

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve declaring the following list of playground equipment surplus in accordance with Section 263.151 of the Local Government Code, V.T.C.A.:

PLAYGROUND EQUIPMENT TO BE DECLARED SURPLUS:

One (1) Slide – Tall

One (1) Slide – Short

One (1) Merry-go-round with animal figures

Requested by: Belvue Baptist Church  
1101 South Poplar  
Kermit, Texas

One (1) jungle gym shaped like hamburger

Requested by: Apostolic Assembly Church  
Kermit, Texas

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve donating surplus playground equipment to Belvue Baptist Church of Kermit, Texas and Apostolic Assembly Church of Kermit, Texas in accordance with Section 263.152 of the Local Government Code, V.T.C.A.; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

After hearing recommendation of Winkler County Health Insurance Committee concerning Winkler County's Health Benefit Plan, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to accept the following recommendation of the Winkler County Health Insurance Committee:

8-31-12

The Winkler County Insurance Committee met at 2:00 PM on Thursday, August 30, 2012. All committee members were present. Don Crawford & Associates presented the renewal rates and reviewed alternate quotes from various carriers. After careful deliberation, the Committee made the recommendation that that RH Administrators and HealthSmart be terminated on September 30, 2012. This decision is due to claims problems with the local hospital, and numerous complaints from employees that providers are complaining about timely payments, or providers are leaving the HealthSmart network due to these issues.

After lengthy discussion, the Committee approved the following recommendations, to be made effective October 1, 2012:

1. Contract with Blue Cross Blue Shield of Texas as the claims administrator under the Lone Star Interlocal Agreement Two.
2. Increase the Office visit copayment from \$25 to \$35.
3. Change the prescription copayment to 1 copayment per 30 days supply of medication. They may receive a 90 day supply at the pharmacy but the cost will increase to 3 copayments, rather than the current 1 copayment.
4. Increase the Emergency Room copayment from \$50 to \$150.
5. Implement a Mandatory Generic Drug program. *(Please see note below in italics.)*
6. Implement a Specialty Drug copayment of 20%. There will be a \$4,000 calendar year out of pocket maximum. Specialty drugs would then be paid at 100% for the remainder of that calendar year.
7. The County will continue to reimburse the employee for copayments when using the Rural Health Clinic. The current \$100 maximum reimbursement will remain in place.
8. The County will budget \$950 per employee per month for the policy year October 1, 2012 through September 30, 2013.

*Members electing to purchase Brand Name Drugs when a Generic equivalent is available will be required to pay the difference between the cost of the Generic and Brand Name Drug, plus the Brand Name copayment amount.*

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Texas Antiquities Permit Application Form submitted by SWCA Environmental Consultants for an archaeological survey of County Road 404 right of way for the Texas Clean Energy Waterline Project; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM  
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Texas Clean Energy Waterline Project  
County (ies) Winkler and Ector Counties  
USGS Quadrangle Name and Number Pyote NE (3103-414); China Ranch (3102-323); Cowden Place (3102-324)  
UTM Coordinates Zone 13 E 686278 N 3509860  
Location Project starts at the intersection of County Road 404 and Highway 18, continues along CR 404 for 12.7 miles before veering southeast, terminating at the Texas Clean Energy Plant site.  
Federal Involvement ☒ Yes ☐ No  
Name of Federal Agency Department of Energy  
Agency Representative Mark McKoy

II. OWNER (OR CONTROLLING AGENCY)

Owner Winkler County  
Representative Judge Bonnie Leck  
Address 100 East Winkler  
City/State/Zip Kermit, TX 79745  
Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor same as above  
Representative \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Abby Peyton  
Affiliation SWCA Environmental Consultants  
Address 4407 Monterey Oaks Blvd., Building 1, Suite 110  
City/State/Zip Austin, TX 78749  
Telephone (include area code) 512-476-0891 Email Address apeyton@swca.com



(OVER)  
ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 2012  
Requested Permit Duration 5 Years 0 Months (1 year minimum)  
Scope of Work (Provided an Outline of Proposed Work) The work will include an archaeological survey of the high probability areas within the proposed 30-mile long waterline right-of-way (please refer to the attached Scope of Services for the exact parameters of the project). Only approximately 12 miles of the proposed waterline project will be within the public ROW of CR 404. The remainder of the project will traverse private property.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants  
Permanent Curatorial Facility Texas Archeological Research Lab (TARL)

IV. LAND OWNER'S CERTIFICATION

I, Judge Bonnie Leck, as legal representative of the Land Owner, Winkler County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

V. SPONSOR'S CERTIFICATION

I, same as above, as legal representative of the Sponsor, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

VI. INVESTIGATOR'S CERTIFICATION

I, Abby Peyton, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer \_\_\_\_\_ Date Permit Issues \_\_\_\_\_  
Permit Number \_\_\_\_\_ Permit Expiration Date \_\_\_\_\_  
Type of Permit \_\_\_\_\_ Date Received for Data Entry \_\_\_\_\_

Texas Historical Commission  
Archeology Division  
P.O. Box 12276, Austin, TX 78711-2276  
Phone 512/463-6096  
www.thc.state.tx.us



**ANTIQUITIES PERMIT APPLICATION  
INTENSIVE CULTURAL RESOURCES SURVEY  
OF THE 26-MILE TEXAS CLEAN ENERGY WATERLINE  
WINKLER AND ECTOR COUNTIES, TEXAS**

*Project Sponsor – Department of Energy  
Landowner – Winkler County  
Project Consultant – SWCA, Inc.  
Principal Investigator – Abby Peyton  
Date – August 2012*

On behalf of the U.S. Department of Energy (DOE), SWCA Environmental Consultants (SWCA) participated in the preparation of an environmental impact statement (EIS) for the proposed Texas Clean Energy Project (TCEP) located in Crane, Ector, and Midland Counties, Texas. The entire TCEP is composed of a 600-acre tract and approximately 85 miles of proposed utility corridors. These utility corridors will consist of pipelines, waterlines, and transmission lines, while the 600-acre tract will serve as the location of the actual power plant (Figure 1). SWCA conducted archaeological surveys within the 600-acre tract in 2010, and the results of these efforts were incorporated into the draft EIS document. None of the associated linear features were formally surveyed for cultural resources as their routes had yet to be finalized. Upon the approval of the draft EIS, the location of one of the proposed waterlines was finalized and the DOE recommended that this waterline be subjected to cultural resources investigations and the results be added to the final EIS and supplementary analysis reports.

SWCAs 2010 investigation was meant not only to report on the findings from the 600-acre survey, but also to provide a preliminary assessment of the associated linear features to be utilized for future EIS review and planning purposes. SWCA recommended that a probability model be created for the linear features that would delineate the areas with the highest probability for intact cultural resources within this setting. This model would be based on the findings from the reconnaissance survey of the area, geology, soils, locations of previously documented resources, as well as the nature of the disturbances across the landscape. The Texas Historic Commission (THC) concurred with SWCAs recommendations regarding the level of effort needed for these linear features on September 10, 2010, and the following scope presents SWCAs proposed survey methodology for the 26-mile waterline associated with the TCEP project.

The waterline will start at the intersection of County Road (CR) 404 and Highway 18, and proceed east within the public right-of-way (ROW) of CR 404 for approximately 12.7 miles. At which point, the waterline will veer slightly to the southeast and traverse predominately private ranchland for the remainder of its length, and terminate at the TCEP plant site. The project will have a ROW of 200 feet to allow for minor adjustments to actual waterline corridor. The depth of impact is currently unknown, but is anticipated to range from 5 to 7 feet.

Based on a review of the project area soils, geology, recorded archaeological sites, and the results of previously conducted surveys in the area (see below), SWCA proposes to conduct an intensive linear pedestrian survey with shovel within the delineated high probability areas

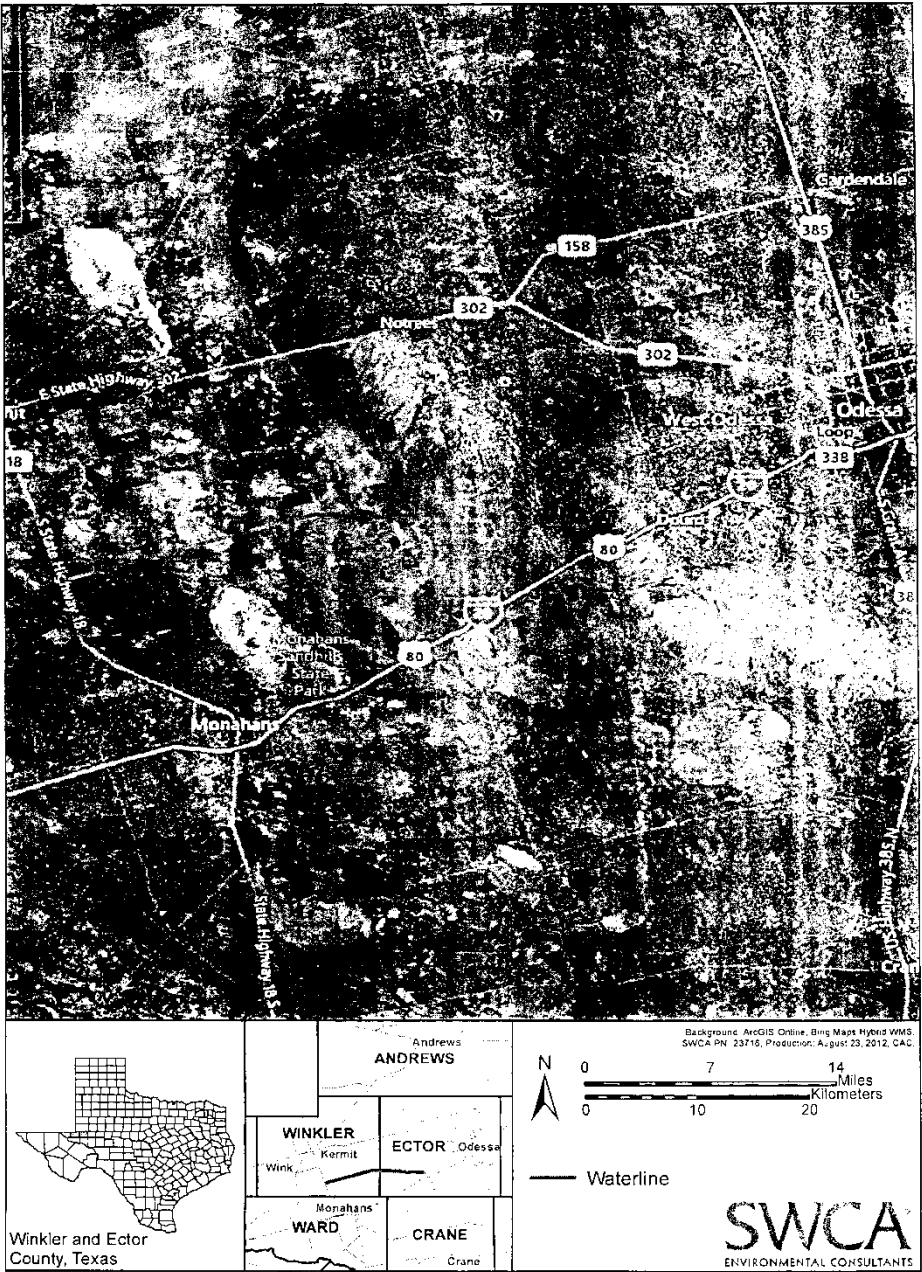


Figure 1. Project location map.

(HPAs) within the proposed waterline corridor (Figure 2). The majority of the previously documented archaeological sites in the region are clustered among the dunal formation, or waterways. With this in mind, the HPAs for the project coincide with the various dunal formations, or are centered on waterways. These HPAs have a cumulative length of approximately 6.9 miles, and constitute 27% of the 26-mile waterline project area. The remainder of the project area traverses areas that have been moderately to severely disturbed by oil well fields, or intensive agricultural practices. The goal of the work will be to locate all prehistoric and historic archeological sites within the area of potential effect (APE), establish vertical and horizontal site boundaries as appropriate with regard to the APE, and evaluate the significance and eligibility of any site recorded in the APE for designation as a State Archeological Landmark (SAL). Because the project is also sponsored by the DOE, any newly documented cultural resources will also be evaluated in accordance with Section 106 of the National Historic Preservation Act (NHPA) and for its eligibility for listing in the National Register of Historic Places (NRHP). All work will be done in accordance with the standards and guidelines of the Antiquities Code of Texas and the NHPA. The overall approach will insure that all project related impacts are investigated thoroughly for their potential to effect cultural resources.

SETTING

The proposed waterline will traverse series of oil well fields, dunal formations, open ranchland, as well as two unnamed drainages. The underlying geology of the western portion of the project area consists of recent windblown sand deposits. Near the eastern terminus of the waterline, the geology transitions to Holocene-age alluvial deposits associated with the unnamed waterways that drain the nearby upland playa deposits to the east (Fisher 1975). The soils mapped within the project area belong predominately to the Penwell-Jalmar-Pyote soil association, and the Penwell-Dune Land soil association. These soils are characterized as deep, rolling, sandy soils (NRCS 2012).

PREVIOUS INVESTIGATIONS

An SWCA archaeologist conducted a background review and environmental literature search of the project APE to determine the locations and content of any previous archaeological surveys and recorded archaeological sites in or near the project area. The investigation utilized records at the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) Texas Archeological Sites Atlas (Atlas). Site files, relevant maps, and National Register of Historic Places (NRHP) listings were examined. Site locations were plotted on project area maps, and relevant site files and reports were copied. As a part of the review, a SWCA archaeologist reviewed the Texas Department of Transportation (TxDOT) Historic Overlay, a mapping/GIS system with historic maps and resource information covering most portions of the state.

The background literature review determined that one linear survey project traverses the project area, but no previously documented archaeological sites are located within or directly adjacent to the project area. A total of two archaeological sites are located within a 1-mile radius of the project area (Atlas 2012). A review of the TxDOT historic overlay maps found no indication of historic-age structures within the project area.

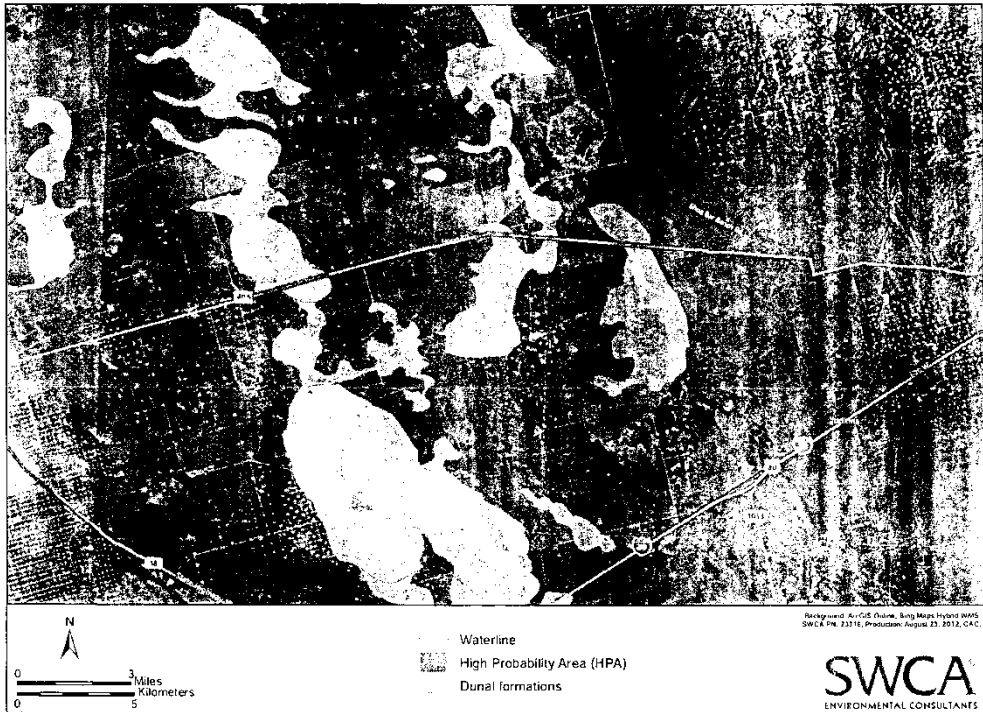


Figure 2. Hight Probability Areas.

The linear survey was conducted on behalf of the Colorado River Municipal River District in 2011, and extends across Ward, Winkler, and Ector counties (Dockall 2012). The two sites within the 1-mile search radius of the project area were documented as a result of these survey efforts. Sites 41EC23 and 41EC24 are deflated lithic scatters, and no further work was recommended for these sites.

A review of the general area determined that the bulk of the recorded archaeological sites are noticeably clustered within sand dune formations, namely Monahans Sandhills State Park. These sites consist predominately of lithic scatters, or deflated open campsites. Ceramics have often been encountered, as well as scatter hearth features. Judging by the distribution of documented archaeological sites across the landscape, the areas with the highest probability for cultural resources are the large, dispersed dunal formations that dot the Llano Estacado, the eroded margin of the Llano Estacado, and the Monahans-Andrews Dune Belt and Sand Sheets.

#### **ARCHAEOLOGICAL FIELD SURVEY**

Once an Antiquities permit is obtained, SWCA will conduct an intensive archaeological field survey of the HPAs within the proposed project area. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, significance of any cultural resources located within the proposed project area. The survey will meet all THC minimum archaeological survey standards for such projects with any exceptions thoroughly documented. The field survey will consist of three SWCA archaeologists walking the entirety of the linear project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources. The intensive pedestrian survey will be restricted to the proposed ROW and intensive survey with shovel testing will be limited to relatively undisturbed areas within the ROW and/or ones that contain soils. Shovel tests will be approximately 30 cm in diameter and excavated in arbitrary 20-cm levels to 100 cm below surface or culturally sterile deposits, whichever comes first. The matrix from each shovel test will be screened through ¼-inch mesh, and the location of each excavation will be plotted using a hand-held GPS receiver. Each shovel test will be recorded on a standardized form to document the excavations. Shovel tests will be excavated to the depth of project impacts.

If an archaeological site is encountered in the proposed project area during the investigations, it will be explored as much as possible with consideration to land access constraints. Any discovered sites will be assessed in regards to potential significance so that recommendations can be made for proper management (avoidance, non-avoidance, or further work). Additional shovel tests will be conducted per THC standards at any discovered sites to define horizontal and vertical boundaries. Appropriate State of Texas Archaeological Site Data Forms will be filled out for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on USGS 7.5 minute topographic maps and relevant project maps. SWCA is proposing a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. Only especially rare artifacts or discoveries will be collected. This policy will reduce or eliminate curation costs once the fieldwork is concluded.

#### **ANALYSIS, REPORT PREPARATION, CURATION**

Once the archaeological survey has been completed, SWCA will analyze the field data and artifacts and produce a report of the investigations. Analysis of field data and artifacts will include mapping, the production of official State of Texas site forms for all documented sites, analysis and tabulation of artifacts, and the review, organization, and assessment of field notes. Once this is complete, SWCA will prepare a report of the investigations. The archaeological report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources in regards to future development and eligibility for listing as a SAL.

Draft copies of the report will be submitted to the client for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to the THC for review and comment. Once the draft report has been reviewed and accepted by the THC, one final hard copy of the report as well as a CD-Rom containing a tagged PDF file of the report will be sent to the THC. Ten additional copies will be sent to various designated repositories around the state. In addition, all recovered artifacts and documentation must be curated at an approved repository. Pursuant to 13 TAC 26.27 (g)(1), recovered artifacts (if any) will be curated at an approved curation facility, which will be in this case the Texas Archeological Research Laboratory in Austin, Texas (TARL). These artifacts will be washed, analyzed, and cataloged according to TARL curation standards. Records, files, field notes, forms, documentation of disposed artifacts, and other required documentation will be archived and included in the curation package.

## REFERENCES

(Atlas) Texas Archaeological Sites Atlas

2012 Texas Archaeological Site Atlas restricted database, Texas Historical Commission.  
<http://nueces.thc.state.tx.us/>. Accessed August 23, 2012

Dockall, J.E.,

2012 *Archaeological Survey of the Proposed Colorado River Authority Municipal Water District 48-Inch Waterline Corridor, Ward, Winkler, and Ector Counties, Texas*. Prewitt&Associates, Inc., Technical Report No. 85. Austin.

Fisher, W. L.

1975 *Geologic Atlas of Texas: Pecos Sheet*. Bureau of Economic Geology, the University of Texas at Austin.

National Resources Conservation Services (NRCS)

2012 *Web Soil Survey*. Available at <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>. United States Department of Agriculture, Washington, D.C. Accessed August 23, 2012.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following Inmate Agreement between Winkler County and the City of Kermit for the period of October 01, 2012 to September 30, 2013 for housing of City prisoners:

### INMATE AGREEMENT

This agreement is entered into effective October 1, 2012 between Winkler County, Texas, (County), and the City of Kermit, Texas (City), upon the following terms and conditions:

#### I

County and City agree that the County will house, furnish meals, support and confine (collectively hereinafter referred to as confine) in the Winkler County Law Enforcement Center, any person (except juveniles) arrested by City Police and charged by complaint with an offense within the jurisdiction of the Municipal Court of City. Such person is classified as a City prisoner. Any person arrested by a City Police Officer and charged with an offense not within the jurisdiction of the Municipal Court of City is classified a County prisoner.

#### II

City may process any City prisoner through its identification procedure, if it desires, prior to presenting any prisoner to the County, and County will book, fingerprint, and photograph all City prisoners at the County facility. Personal property of any City prisoner may be inventoried and kept by the City or the County, and the entity in possession of the property shall be responsible therefore.

#### III

County shall confine any person as a City prisoner who is presented to the County charged with a Class C Misdemeanor together with an arrest warrant signed by the Municipal Court Judge, or a signed complaint by a City Police Officer.

#### IV

County will release any City prisoner upon order by the Municipal Court, other Court of competent jurisdiction or written direction of a City Police Officer. Any City prisoner, who in the judgment of the county Sheriff or his designee, is a danger to himself or may require regular medication, may be released by County for medical treatment or to a responsible adult person upon written acknowledgment to be responsible for the City prisoner.

#### V

County may present any City prisoner to any Judge of competent jurisdiction for determination if the City prisoner shall remain in custody.

#### VI

County shall notify City when a City prisoner requires medical treatment and City shall immediately take the City prisoner for medical treatment; however, County may seek medical treatment for a City prisoner at any time. City agrees to pay for or reimburse County for all medical treatment and hospitalization of any City prisoner whether the City prisoner is injured or sick before or after entry into the County facility.

#### VII

City shall be responsible to deliver and pick up City prisoners at the County Law Enforcement Center.

## VIII

City agrees to pay County to confine a City prisoner at the rate of \$40.00 per day per prisoner, a day being any part of any day before midnight of the same day. City agrees to pay County for City prisoner confinement and any medical expenses paid by County upon receiving a written statement for such confinement and/or medical treatment within one (1) month of receipt of statement from City's current available funds.

## IX

City agrees to hold harmless County from any and all claims against County, with the specific exception of any claims arising out of the willful or criminal conduct of any county employee, by reason of the housing, restraining, furnishing meals and bed, other support, medical treatment and/or the lack of any thereof and the release of any City prisoner.

## X

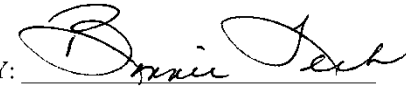
This contract shall be for a term of one (1) year ending September 30, 2013 unless cancelled in writing by either party upon sixty (60) days written notice to the other party.

**SIGNED** effective the date first above written.

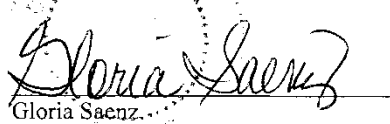
ATTEST:  
WINKLER COUNTY CLERK

  
Shethelia Reed

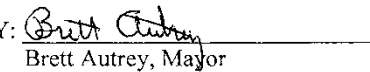
WINKLER COUNTY, TEXAS

BY:   
Bonnie Leck, County Judge

ATTEST:  
CITY SECRETARY

  
Gloria Saenz

CITY OF KERMIT

BY:   
Brett Autrey, Mayor

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Neal and Thompson  
Noes: Commissioner Wolf

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve transfer of funds in the amount of \$4,000.00 from contingency to swimming pool maintenance; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

At 9:50 o'clock A.M. the Court entered into Executive Session in accordance with Section 551.071, Government Code, V.T.C.A. to consult with counsel concerning contemplated litigation regarding County equipment repair. The Court returned to open session at 10:00 o'clock A.M. with the following action being taken:

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to give permission to County Attorney to proceed with litigation against The Phoenix Group; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Carpenter to approve Contract with Intermedix for billing services for Winkler County Emergency Medical Service for the period of September 01, 2012 to August 31, 2013; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

AGREEMENT BETWEEN  
WINKLEBUSH COUNTY EMS  
AND  
ADVANCED DATA PROCESSING, INC. DBA INTERMEDIX  
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between Winklesh County EMS, a Municipal Agency, with principal offices located at \_\_\_\_\_ ("Client") and Advanced Data Processing, Inc. DBA Intermedix, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1006, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. **SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services") collectively the Scope of Services and the SaaS Service (as defined in Section 3.01) are the "Services", which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. **RIGHT TO USE SaaS SERVICE AND RESTRICTIONS.**

3.01 **Right to Use.** Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Intermedix hereby grants to Client a limited, non-transferable, non-

Page 1

assignable right to access and use the following, without the right to sublicense: (i) Intermedix's proprietary billing system software (the "SaaS Service") as part of the Services provided hereunder, via Internet connection solely in support of the billing and collection with respect to the Client's EMS services; and (ii) any associated end-user documentation provided by Intermedix (the "Documentation") in support of Client's authorized access and use of the SaaS Service.

3.02 **User Restrictions.** Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, make, sell, distribute, license, sublicense, lease, time-share, or rent the SaaS Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the SaaS Service or Documentation is permitted; (iii) disassemble, decompile, decompile or reverse engineer the SaaS Service or in any way attempt to discover or reproduce source code for the SaaS Service, or any portion thereof; or (iv) develop or license any third-party programs, applications, tools, or other products which interface or interact with the SaaS Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the SaaS Service, any other Service or the Documentation.

3.03 **Hosting of Application.** Intermedix shall establish and maintain a production version of the SaaS Service for Client's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The SaaS Service shall reside on a server or cluster of servers which are physically located at Intermedix's place of business or on a third-party site. The SaaS Service may reside on a server or cluster of servers used for the applications of other Intermedix customers.

3.04 **Internet Access.** Client shall be responsible for providing its own Internet access necessary to provide the SaaS Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the SaaS Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the SaaS Service at any given time. There are no assurances that access will be available at all times, as interpreted, and Intermedix shall not be liable to Client for its inability to access the SaaS Service.

3.05 **Limitation of Access to SaaS Service.** Client's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. By way of example, if Intermedix is responsible for capturing Client's data, Client's access to the SaaS Service will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of Client. A complete and signed access form for each of Client's Users authorized to access the SaaS Service must be submitted to and approved by Intermedix. "User" means with respect to the SaaS Service or any other Intermedix product identified in an Exhibit: (i) any employee of Client or (ii) any medical professional who is authorized to perform medical services for Client within the applicable Client territory or jurisdiction as of the Effective Date. Client shall not permit the access or use of the SaaS Service by a third party, other than Client's Users who have complied with the terms and conditions of

4. **CLIENT RESPONSIBILITY**

4.01 **Generally.** Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. Client will immediately and in no greater than twenty-four (24) hours from Client's knowledge of the following, notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (such as subdomains) or through (v) a "Security Breach Event". To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means individually identifiable Health Information (defined at 45 C.F.R. § 164.501), unencrypted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 **Right Following Notification.** Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the SaaS Service until such time as: the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Service; (ii) any other intellectual property rights of Intermedix or its affiliates; or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of such required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 **Security.** Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the SaaS Service in compliance with the SaaS Security Characteristics. The "SaaS Security Characteristics" means a password to access the SaaS Service, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain

Page 4



the security of the SAAS Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

- (a) Ten one hundredths percent (10%) of all claims collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus
- (b) all amounts set forth in any Addendum attached hereto, plus
- (c) [IF APPLICABLE: one dollar (\$1.00) per HIPAA-compliant Notice of Privacy Practices sent to patients as more specifically described in Exhibit C - Optional Services.]

Intermedix reserves the right to increase these fees upon thirty (30) days written notice to Client if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by Client.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to Client. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, including online remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to square and be responsible for all costs associated with such program.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and Intermedix agrees, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client. If (i) the total payments are less than 80 percent of the amount of the bill and the length of the payment is no more than 18 months; (ii) an insurance company offers at least 70% of the total amount billed within a

Comments (8/27/12) have already been received and accepted by Intermedix

stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Intermedix will invoice Client, and Client agrees to pay in accordance with the terms and conditions of this Agreement, three percent (3.0%) of collected amounts on accounts sent by Intermedix to the third party collection agency as an administration fee. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payer as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. SYSTEM SUPPORT. Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. INDEPENDENT CONTRACTORS. Intermedix is an independent contractor of Client and not an employee or agent of Client, provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign in an administrative capacity for Client the following types of standard forms and correspondence only: rebate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. LIMITATION ON LIABILITY. INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SAAS SERVICES,

EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS BY CLIENT) TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED IN THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. INSURANCE. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$100,000.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independent of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA, or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information, except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement; and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit Chapter In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter, provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article XI may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedy. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client shall not employ or hire any employee or former employee of Intermedix who, pursuant to this Agreement, has had any contact with employees or representatives of Client or has worked on Client's accounts, without the prior written consent of Intermedix.

13. ATTACHMENTS: The following named attachments are made an integral part of this Agreement:

(a) Scope of Services (Exhibit A attached hereto and made a part hereof);

(b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);

(c) Optional Services (Exhibit C attached hereto and made a part hereof); and

(d) Addendum to Service Agreement – Trip/Tix Program (Exhibit D) attached hereto and made a part hereof). [IF APPLICABLE]

14. TERM AND TERMINATION

14.01 Term. This Agreement shall be effective for a three-year period, commencing on 30 through 20, unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods ("Renewal Terms"), collectively, the Initial Term together with any Renewal Terms are the "Term", unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.05 below. All terms and conditions listed shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each party hereto.

Comment (B27E): term then said to be set as

14.02 **Events Triggering Termination.** This Agreement shall be subject to termination under the following conditions:

(a) Following the period one (1) year from the Effective Date of this Agreement, either Client or Intermedia may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

(b) If Intermedia fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedia specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedia specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) If Client or Intermedia shall: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party

bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (ii) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 **Right Upon Termination.** If this Agreement is terminated for any reason, including without limitation, the breach of this Agreement by any party, Intermedia shall be entitled to reason or when due and payable hereunder, all amounts owed to Intermedia hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of twenty (20) days (the "Transition Period"), Intermedia, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedia prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Article 5 above. At the end of the Transition Period, Intermedia shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedia in its sole discretion; provided, however, that Intermedia may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages realized from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, cease into or continue in effect on or after expiration or termination hereof.

15. **FORCE MAJEURE.** Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedia pursuant to the terms and conditions of this Agreement, neither Client nor Intermedia shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time if prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing, hindering or performance of the obligations of this Agreement.

16. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing a choice of law and conflict of laws.

17. **GENERAL WARRANTIES AND DISCLAIMERS.**

17.01 **Corporate Authority.** Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 **Disclaimer.** THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIA SHALL HAVE THE RIGHT TO MAKE WARRANTIES OR DISCLAIMERS BEHALF OF INTERMEDIA UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIA.

18. **EXPORT LAWS.** Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. **ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing restriction, Intermedia may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination, or transfer of all or substantially all of the assets or capital stock, or then any other corporate form of reorganization by or of Intermedia. Intermedia may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedia.

20. **NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission on the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section.

To Client:

Winkler County, LAWS  
ATTN: James Everett

Comment (B27A): firm address

To Intermedia:

Dred Williams  
Vice President, Finance  
Intermedia Corporation  
6451 North Federal Highway, Suite 1002

Fort Lauderdale, Florida 33308

21. **SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. **ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedia acknowledges or accepts them.

23. **AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. **ATTORNEYS FEES.** Should either party institute any action or procedure to enforce this Agreement to any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. **CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties or their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. **COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS OF THE FOREGOING, Client has caused this Agreement to be signed by its Client Administrator, attested by Client Clerk with the corporate seal of \_\_\_\_\_, and Intermedia has executed this Agreement effective as of the day set forth above \_\_\_\_\_.

ATTEST

By: \_\_\_\_\_ Client Manager      By: \_\_\_\_\_ Client Mayor      Comment (BTR): low approval for this transaction

By: \_\_\_\_\_ Client Clerk      Date: \_\_\_\_\_

**INTERMEDIA**  
Advanced Data Processing, Inc. dba Intermedia  
A Delaware Corporation

\_\_\_\_\_  
**DOUG SHAMON,**  
**PRESIDENT**

(CORPORATE SEAL)

**STATE OF FLORIDA**  
**BROWARD COUNTY**

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon**, as President of **Advanced Data Processing, Inc. dba Intermedia**, a Delaware corporation, and acknowledged execution of the foregoing **AGREEMENT** for the use and purposes mentioned in it and that the instrument is the act and deed of **INTERMEDIA**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal as \_\_\_\_\_  
in the State and County aforesaid on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission expires: \_\_\_\_\_

- 14. Provide a toll free telephone number for patient and other Payers to be answered as designated by Client.
- 15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
- 16. Establish arrangements with hospitals to obtain timely patient insurance and contact information.
- 17. Respond to any Client, Payer or patient inquiry or questions promptly.
- 18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
- 19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to business for any planned audit and will be conducted during normal business hours of Intermedia, all at the Client's expense.
- 20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
- 21. Process refund requests and provide Client with documentation substantiating each refund requested.
- 22. Intermedia acknowledges its obligations as Client's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681. Intermedia will ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to help detect, prevent and mitigate the risk of identity theft. Intermedia will use reasonable efforts to help ensure that any agent or third party who performs services on Intermedia's behalf in connection with this Agreement, including subcontractors, also agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedia will promptly alert Client of any red flag incident involving Client's data or that of Client Patients in Intermedia's possession of which we become aware, and the steps that are being taken to mitigate any potential security compromise.
- 23. Assign billing to patient account numbers providing cross-reference to Client's assigned caregiver numbers.
- 24. Maintain responsibility for obtaining missing or incomplete insurance information.
- 25. Provide accurate coding of medical claims based on information provided by Client.
- 26. Negotiate and arrange modified payment schedules for individuals unable to pay full amounts when billed.

- Exhibit A**  
**Scope of Services**
- Base Services and Obligations:**
- A. Intermedia shall revenue cycle management services for Client as described below. Intermedia shall, during the Term:
- 1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
  - 2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
  - 3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
  - 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedia.
  - 5. Respond to and follow up with Payers, and respond to messages or inquiries from a Payer.
  - 6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
  - 7. Maintain records of services performed and financial transactions.
  - 8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
  - 9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
  - 10. Support the provider in filing and maintaining required documentation and agreements with Payers (e.g., Medicare, Medicaid, Commercial, etc.). However, Provider shall remain responsible for all required documentation.
  - 11. Provide reasonably necessary training periodically, as requested by Client, to Client's regulatory medical personnel regarding the gathering of the necessary information and proper completion of run reports.
  - 12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
  - 13. Provide a designated liaison for Client, patient and other Payer concerns.

- 27. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after (17) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client. **IF APPLICABLE**, Notwithstanding the foregoing, no account shall be turned over for collection without Client's consent.
  - 28. Permit random read only electronic look-up access by Client to Intermedia's SaaS Service to obtain patient data and billing information.
  - 29. Maintain records as an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.
  - 30. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70156 (December 15, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).
- B. Client's Responsibilities and Obligations:**
- 1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedia:
    - (i) the Patient's full name and date of birth;
    - (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
    - (iii) the Patient's social security number;
    - (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
    - (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
    - (vi) the employer's name, address and Workers' Compensation Insurance information if the incident is work related;
    - (vii) the Patient's Medicare or Medicaid ID# numbers if applicable;
    - (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
    - (ix) the call times, transporting unit, and crew members with their home level, i.e. EMT-B, EMT-A, or EMT-P;

- (x) insulinometer readings such that fasted rules may be calculated;
  - (xi) physician certification statements ("PCS") for non-emergency transcripts that are to be billed to Medicare pursuant to CMS regulations; and
  - (xii) any other information that Intermedix may reasonably require to bill the Patient or other Payer.
2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (i) any inaccurate or misleading information provided to Intermedix that results in the denial or alleged submission of a false or fraudulent claim or (ii) any other actual or alleged violation of local, state or federal laws, including but not limited to laws applicable to Medicare, Medicaid or any other public or private Payer or enforcement agency.
3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix or Client's behalf.
4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for noncollectible accounts after Intermedix has exhausted its collection efforts.
5. Client will timely process refunds identified by Intermedix for account overpayments.
6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.
7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.
8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.
9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client (i) hold the license or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been found to be dishonest, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

- 10. Client agrees that it will forward to Intermedix copies of checks or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.
- 11. Client agrees to notify Intermedix in the event that their EHR vendor performs any system upgrades. Notification may be made in writing to [support@intermedix.com](mailto:support@intermedix.com).

Exhibit B  
Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into between Wentz County EMS ("Covered Entity") and Advanced Data Processing, Inc. ("Business Associate"), effective as of 09/20/2012 (the "Effective Date").

(Comment: HIPAA Business Associate Agreement)

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate involving certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

- Definitions**

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.
- Obligations of Business Associate.**
  - Permitted Uses and Disclosures.** Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement, or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited

to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reasonable assistance to Covered Entity, provided that with respect to any such Disclosure other (a) the Disclosure is Required by Law, or (ii) for permitted Disclosures when required by law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

- Appropriate Safeguards.** Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

- Compliance with Security Requirements.** Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as each term is defined in HIPAA.

- Compliance with Privacy Provisions.** Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as each term is defined in HIPAA.

- Duty to Mitigate.** Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

- Encryption.** To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable, Unreadable or Inaccessible to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(b)(2) of the HITECH Act on the HHS Web site. Covered Entity acknowledges that failure to do so could contribute to or permit a breach triggering notification obligations under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

- Reporting**

a. **Security Incidents and/or Unauthorized Use or Disclosure.** Business Associate shall report to Covered Entity a successful security incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure that is not later than ten (10) days thereafter, in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. **Breach of Unsecured PHI.** The provisions of this Section 3.b are effective with respect to the discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. **Business Associate's Agents.** To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. **Rights of Individuals.**

a. **Access to PHI.** Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 3.b below, (i) in the event that any individual requests access to PHI directly from Business Associate in compliance with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524, and (ii) in the event such request applies to the for a purpose other than a routine

billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. **Access to Electronic Health Records.** If Business Associate is deemed to Use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. **Amendment of PHI.** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

d. **Accounting Rights.** This Section 3.d is subject to Section 5.b below. Business Associate shall make available to Covered Entity, in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting shall be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the individual in advance of its fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. **Accounting of Disclosures of Electronic Health Records.** The provisions of this Section 3.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to Use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 3.b above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for

Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

f. **Agreement to Restrict Disclosure.** If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purpose of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall notify Business Associate of any other restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. **Reputation and Marketing**

a. **Reputation and Marketing for PHI.** This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. **Limitations on Use of PHI for Marketing Purposes.** Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication (i) complies with the requirements of subparagraphs (b), (c) or (d) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501; and (ii) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. **Minimum Necessary.** To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the limited data set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. **State Privacy Laws.** Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. **Termination**

a. **Breach by Business Associate.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, (ii) notify, or (iii) if such steps are either not possible or are unsuccessful, upon written notice to Business Associate, terminate its relationship with Business Associate; or (iii) if such termination is not feasible, report Business Associate's breach or violation to the Secretary.

b. **Breach by Covered Entity.** If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

c. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or inaccessible to unauthorized individuals as specified in the HITECH Act.

11. **Amendments.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or privacy of

PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. **No Third Party Beneficiaries.** Nothing explicit or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. **Effect on Underlying Agreement.** In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. **Survival.** The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. **Governing Law.** To the extent this Agreement is not governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Florida.

17. **Notices.** All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery.

If to Covered Entity: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone no: \_\_\_\_\_  
Facsimile no: \_\_\_\_\_  
Email Address: \_\_\_\_\_

If to Business Associate: C/O Intermedia Corporation  
6451 N. Federal Highway, Suite 1002  
Ft. Lauderdale, FL 33308  
Attn: Joe McCloskey, Vice President, Compliance Officer  
Telephone no. 754-308-8714

Comment (R077) Item Change  
Information

**Exhibit C**  
**Optional Services**

Intermedia will provide the following specific optional services by mutual written agreement with Client:

1. **[IF APPLICABLE]** Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients. ]

2. **[IF APPLICABLE]** If Client has purchased TripTix product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedia shall provide TripTix based reporting exempt of that required by state or local regulatory authorities concerning interface in a format (as required by the such authorities )

**Exhibit D**  
**Addendum to Service Agreement**  
**(TripTix Program)**

This Addendum to the Agreement (the "Addendum") hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Addendum. To the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedia has developed the TripTix solution or product, consisting on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or SaaS Service (the "Product" as more particularly defined herein); that Intermedia is willing to make available to Client to use during the TripTix Term, subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedia is incurring significant per unit and, in some cases, per User and of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. DEFINITIONS**

**1.01 Definitions.** For purposes of this Addendum, the following definitions shall apply:

"Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.

"Intellectual Property" shall mean all of Intermedia's rights in and to the Product and Product Unit, including, without limitation, Intermedia's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by Intermedia, relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registrable.

"Product" shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedia and any Third-Party Intellectual Property Rights, as applicable.

"Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but that, not mean any ancillary devices or products provided by persons other than Intermedix.

"Software" means the copies of Intermedix's software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide connectors and modifications to the Software from time to time.

"Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

"Third-Party Intellectual Property Rights" shall mean the Intellectual Property Rights of any third party used in connection with the Product.

"Third-Party Intellectual Property Royalty Payments" shall mean the payments to be made directly by Client or, indirectly, on Client's behalf, in consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

"Users" shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 5.01 of the Agreement during the Term. In addition, in the event that Client terminates this Addendum during the period eighteen months following the Addendum Effective Date, it shall pay an early termination fee as set out on Schedule 2.02 here.

2.02 Intermedix. In addition to the payments required pursuant to the provisions of Article 5 of the Agreement, Client shall make the following payments: (i) 13.95% of all Post Collection for use of Intermedix pre- and field data capturing and reporting system consisting of two (2) Product Units, and (ii) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 here.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Addendum Effective Date and subject to the terms and conditions of this Addendum, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term in accordance with the right to use the Product during the Term, due to its operation as a part of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client the Product at mutually agreeable times, either simultaneously with the Addendum Effective Date.

Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than seven (7) or (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to, immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product; (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of such required HIPAA Notification, or no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable. Client acknowledges that they are responsible for configuring the Product Unit security password, configurations (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, ECG machine), etc. in which respect the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Unit's unless and until agreement are entered into with the third party manufacturers of such third party device. Client understands and agrees that its failure to enter into such agreements with such third-party device any and all consequences of such failure shall not be deemed to be a default of Intermedix under this Agreement or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with those third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

(d) Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

(e) Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturer of the

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property Rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patents, copyrights, trademark and service mark and trade name and the goods it associated therewith, trade secrets, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sublicense, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product; or (vi) permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols), then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally, Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Addendum. Also, in connection with the potential provision of such Product Units, Client agrees:

(a) Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repair in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such

device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

(f) Client agrees to indemnify and hold Intermedix, its agents and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the SaaS Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private payer or authorized agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Addendum Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below (the "Term").

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of the Addendum shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Addendum.

5.03 Termination of the Addendum:

(a) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the cause and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment outlined in Schedule 2.01 shall be immediately due and payable.

(c) Client may terminate this Addendum (but not the Agreement) at any time for convenience by providing thirty (30) prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Addendum without cause upon six (6) months prior written notice to Client.

**6.04 Obligations Following Termination.** Any termination of the Addendum shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Addendum, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights therein. Upon termination of this Addendum for any reason, Client shall immediately discontinue use of the Product, and within ten (10) days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any form comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

**ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:**

**6.01 Product Warranty.** Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

**6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties.** Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or media devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

**6.03 Disclaimer.** Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate. In the event that any third party information providers have provided inaccurate information, THE WARRANTIES EXPRESSLY PROVIDED IN THIS ADDENDUM AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXPECTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**6.04 Exclusive Remedy.** For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product

Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which is not failed because of accident, abuse or misapplication.

Schedule 2.B1 Early Termination Fee	Schedule 2.B2 Third-Party Intellectual Property Royalty Payments						
The Initial Term Early Termination Payments with respect to each Product Unit are as follows:	In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:						
<table><tr><th>Period</th><th>Amount</th></tr><tr><td>(1) For an Early Termination during the first 18 months from the beginning of the Explicit Term.</td><td>\$2,750</td></tr><tr><td>(2) For an Early Termination during the remainder of the Term.</td><td>\$-0--</td></tr></table>	Period	Amount	(1) For an Early Termination during the first 18 months from the beginning of the Explicit Term.	\$2,750	(2) For an Early Termination during the remainder of the Term.	\$-0--	Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.
Period	Amount						
(1) For an Early Termination during the first 18 months from the beginning of the Explicit Term.	\$2,750						
(2) For an Early Termination during the remainder of the Term.	\$-0--						

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Software Maintenance Agreement between Winkler County and Tyler Technologies for the period of October 01, 2012 to September 30, 2013 and payment in the amount of \$2,287.50 from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$5,453.00 to United States Postal Service for postage and supplies for Winkler County Tax Assessor-Collector from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of \$5,109.50 to Petro Communications, Inc. for repair of communications equipment at Winkler County Law Enforcement Center, \$1,500.00 from budgeted funds and \$3,609.50 from contingency funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

There were no HVAC project claims or hospital software project claims for the Court to consider at this time.



A motion was made by Commissioner Wolf and seconded by Commissioner Carpenter to approve payroll; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following line item adjustment:

WINKLER COUNTY  
 LINE ITEM ADJUSTMENTS  
 SEPTEMBER 10, 2012

**Professional Prosecutor**

10-226-070	Cont Ed and Travel	\$ 2,000.00	
10-226-040	Telephone Internet		\$ 2,000.00
Amd-Telephone Internet to Travel			

**Treasurer**

10-408-030	Supplies	\$ 638.00	
10-408-070	Travel		\$ 638.00
Amd-Travel to Supplies			

**Juvenile Probation**

10-243-090	Vehicle Maint	\$ 225.00	
10-243-330	Elect Monitor		\$ 225.00
Amd-Electric Monitor to Vehicle Maintenance			

**Sheriff**

10-404-030	Supplies	\$ 2,000.00	
10-404-071	Travel		\$ 2,000.00
Amd-Travel to Supplies			

**Kermit Pool**

10-208-090	Maintenance	\$ 4,000.00	
10-230-083	Contingency		\$ 4,000.00
Amd-Contingency to Maintenance			

**Sheriff**

10-404-190	Radio Maintenance	\$ 2,110.00	
10-230-083	Contingency		\$ 2,110.00
Amd-Contingency to Radio Maintenance			

**Sheriff**

10-404-080	Equipment	\$ 15,650.00	
10-230-083	Contingency		\$ 15,650.00
Amd-Contingency to Equipment			

**Area 1 Road & Bridge**

10-311-197	Tires & Tubes	\$ 1,000.00	
10-311-090	Maintenance		\$ 1,000.00
Amd-Maintenance to Tires & Tubes			

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
 Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following budget amendments:

WINKLER COUNTY  
BUDGET AMMENDMENTS  
SEPTEMBER 10, 2012

**WVFD**

10-219-080 EQUIPMENT \$ 7,993.00  
10-104-228 MISC GRANT FUNDS \$ 7,993.00  
TO RECORD REVENUE AND EXPENSE FOR WVFD GRANT FUNDS

**TAX ASSESSOR**

10-104-201 ADVALOREM TAXES \$ 12,000.00  
10-405-112 DELINQUENCY COLLECTOR \$ 12,000.00  
TO FUND DELINQUENCY FEE FOR COLLECTION OF ADV TAXES

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of August, 2012;

## MONTHLY REPORTS

For the Month of <u>August</u>	Date Received	Amount
Steve Taliaferro, Co Attorney Fee _____ Hot Check _____		
Bonnie Leck, County Judge _____		
Patti Franks, Tax Assessor _____		
Shethelia Reed, County Clerk <u>Aug 2012</u>	<u>9/5/12</u>	<u>\$ 18,950.00</u>
Glenda Mixon, JP Precinct #2 <u>Aug 2012</u>	<u>8/31/12</u>	<u>\$557.00</u>
Sherry Terry, District Clerk <u>Aug 2012</u>	<u>9/6/12</u>	<u>\$4466.11</u>
DeLynn Trammell, JP Precinct #1 <u>Aug 2012</u>	<u>8/31/12</u>	<u>\$7888.00</u>
George Keely, Sheriff <u>Aug 2012</u>	<u>9/5/12</u>	<u>5625.56</u>
Steve Dunn, Probation _____		
J.R. Carpenter, Commissioner Precinct #1 _____		
Robbie Wolf, Commissioner Precinct #2 _____		
Randy Neal, Commissioner Precinct #3 _____		
Billy Ray Thompson, Commissioner Precinct #4 _____		
Jeanna Willhelm, Auditor Investment _____		
Eulonda Everest, Treasurer _____		
Lee Wilson, Constable Pct # 2 _____		

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson that the bills over \$500.00 each be examined, approved and placed in line for payment; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson that the claims against the County be approved and ordered paid as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

At this time the Court entered into Budget Workshop.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson that the meeting be adjourned; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson  
Noes: None

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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COUNTY CLERK