THE STATE OF TEXAS) COUNTY OF WINKLER)

On this the 17th day of September 2012, the Commissioners' Court of Winkler County, Texas, met in Special 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
Pam Greene	Chief Deputy 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 second public hearing was conducted on the proposed 2013 County Budget. The proposed budget for 2013 is \$21,458,266.77 and is based on a tax rate of \$.7213.

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 change reservation for Recreation Center at County Park in Kermit from Saturday, September 15, 2012 and Saturday, September 29, 2012 to Saturday, September 22, 2012, Saturday, October 06, 2012 and Saturday, October 27, 2012 for church youth meeting; which motion became an order of the Court upon the following vote:

Commissioners Carpenter, Wolf, Neal and Thompson Ayes:

Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve the following documents between Winkler County and The State of Texas Department of Aging and Disability (DADS) for home delivered meal program for the period of October 01, 2012 to September 30, 2013 and grant County Judge authority to sign same:

- 1. Services Contract Amendment for Contract Number 001012893, Amendment Number 09,27;
- 2. Community Services Certification Regarding Contract Information:
- 3. Community Contract Amendment for Contract Number 00184400, Amendment Number 09-26;
- 4. Budget Worksheet Calculations; and
- 5. In-Kind Match Certification

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

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

rental uppervient or Apring and Casability Services		Form 3254-A - MOM T XIX July 2011	e, se	Contract No. 00 101 2883 Amendment No. 08-27 Page 2 of 2
State of Texas §			This Amendment is affective on October 1, 2012	
County of Travis §				artment and the Contractor as an amendment to the above-
Community Services Co	ontract Amendment		referenced contract effective the date signed by the above.	Department representative, unless otherwise indicated
Section 1. Contractor information				for Amendments, if any, shall remain in effect and continue direct.
Legal Name of Entity (Contractor)	Contract No.	Contract Type	to govern except to the extent modified in this Amen	dment.
Wirkler County	001012893	CBA HDM		
Doing Business As (d/b/a) Name, Kapplicable	Amendment No. 19-27	Region No.	Department of Aging	Legal Name of Contractor
Address of Contractor (street, oily, state, ZIP)	Waiver Contract Area	Component Code	end Disability Services	Winkler County
419 East Campbel, Kermit, Texas 79745 Section 2. Changa Information			Du Sugat 9.18	12 Dunie Sack 9-17-16
This Amendment to the contact number relevanced above of Aging and Disobbly Services (Department) and the legal Communic, collectively. The parents is act, a "porty" in The Dispartment operation that Health and Liminan Service that the partners of the Communication of the Communica	(the "Contract") is entered between il crulity (Contractor) named above (il as Commission (HHSC), the Texas I e Department, as the representative including Section 1915(c); Title XX.	the Deportment Department and Medicaid agency, for HHSC, of the Social	Recording Ton Surget Name of Department Representative (Print or type)	Signature-Contractor Representative Date Bonnie Leck Name of Contextual Representative (Pried or type)
The parties agree to arriend the Contract as follows:			Title at Department Representative (Print or type)	Title of Contractor Representative (Print or type)
Check all applicable changes:				
☐ The following ☐ counties ☐ MRAs are added to the	Contract referenced above		Legal Approvel	
□ The following □ counties □ MRAs are deleted from	the contract referenced above.			
 The fist of covered counties in Section 3 of this amend Contractor and represents the full listing of counties s. 	diment is adopted by the Capartment erved as a result of this amendment	and the		
☐ The attached Form 3691-A, Service Area Designation Contractor's previously submitted Form 3691-A.				
Other: Contractor will provide Title XIX Community Ba 1, 2012 through September 30, 2013 (budget period), per unit. The geographical area covered by this contra				
The Home Delivered Meets provider will serve meets in antion deliver on lewer than five days per week. The a through September 30, 2013 are described on the atta	n alternate format (Frozen, chilled or alternate delivery terms for the perio ched Home Deliverod Meals FFY 2	shelf-stable) d October 1, 2012 213 Walver		
☐ The parties agree that the following provision is hereby	added to Section III of the Contract	t (relating to		
Contrador agrees to screen its employees and contractor agrees to screen its employees and contractor montricipation in Medicare and state health care pro HH-S-Office of the Inspector General (OIG) and HH-S-Office of the Inspector and reinstatements that websites to capture exclusions and reinstatements that	ctors to determine whether they have others to determine whether they have organis. Contractor agrees to search OTG List of Excluded Individuals/En t have occurred since the test search	b been excluded n monthly the titles (LEIE) n and to		
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		30) 2011		
State of Texas §				
County of Travis §			This Amendment is effective on September 30, 20	
Community Services Co	ontract Amendment		The above-marked changes are adopted by the De referenced contract offective the date signed by the	partment and the Contractor as an amendment to the above- Department representative, unless otherwise indicated
Section 1. Contractor information			above. All other terms and conditions of the Contract and a	prior Amendments, if any, shall remain in effect and continue
Lega Name of Entity (Contractor) Whister County	Contract No. (000184400	Contract Type CCAD HDM	to govern except to the extent modified in this Ame	ndment
Doing Business As (d/b/a) Name, # applicable	Amendment No.	Region No.		
Address of Contractor (street, cliv. state, ZIP)	09-28 Wayer Contract Area	09 Component Code	Department of Aging	Legal Name of Contractor
419 East Campbet, Kermit, Texas 79745	Waver Comeact Area	Component Gode	and Disability Services	Winkler County
Section 2. Change Information			D R 8/24/	Donat Sul 8-13-12
This Amendment to the contract number referenced above of Aging and Disability Services (Department) and the legal Contractor, collectively, the "parties," each, a "party").	(the 'Contract') is entered between it entity (Contractor) named above (the Department Department and	Signature Department Representative Date	Signature Confeactor Representative Gate
The Department represents the Health and Human Service Medical derivines provided under this Controct. The Department of the XIX, including Set title 2. Texas Human Resources Code.	es (HHSC), the Texas Medicaid age rection 1915(c); Title XX of the Socia	ncy, for any ISC, administers I Security Act: and	Resi Barry Name of Department Represendance (Pred or type)	Bonnie Leck Name of Contractor Recreasestative (Print or type)
The perties agree to amend the Contract as follows:			Community Services Regional Director	County Judge
Check all applicable changes:			Tire of Department Representative (Print or type)	Title of Contractor Representative (Print ontype)
☐ The following ☐ counties ☐ MRAs are added to the	e contract referenced above			
☐ The following ☐ counties ☐ MRAs are deleted from			Legal Approval	
The list of covered counties in Section 3 of this amend Contractor and represents the full listing of counties s	erved as a result of this amendmen	1.		
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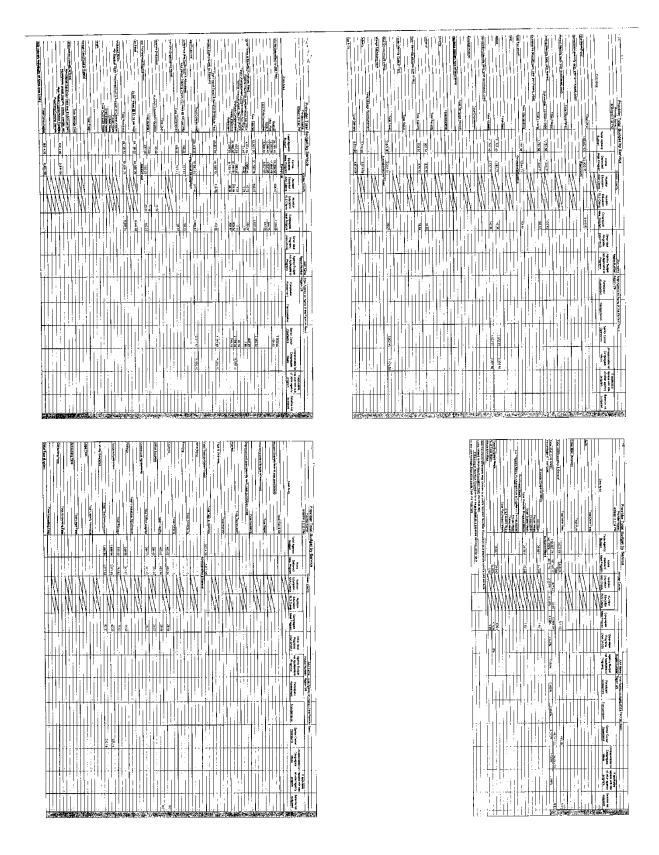
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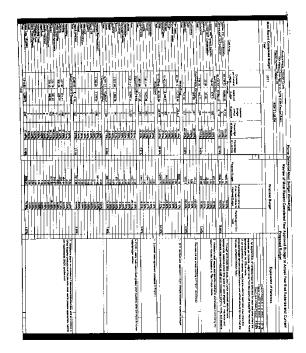
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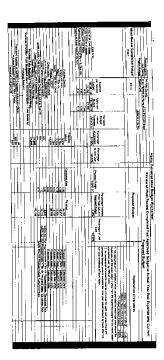
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A2012 3-32 PM Provider Name. Wonder County AAA Name. Awa Agency on Aging of Inc.! Region Number: Pasien 30	Permanillasin			
•	Home Deliv			
BUDGET WORKSHEE	T CALCULAT	ON OF THE PER	R MEAL UNIT RATE	
1 Total Budgeted Expenses for Contract Year				1 _5 197 207 07
 Total Number of Amicapaired Means to be Provided by P 	unang Source			
DADS ABI AAA <u>8,939</u> "26 XX		Tros aux		
Other Funds Program Income		Other Funds - Visio Eligible Meats		2 26,040
3. Whole Sink Race (Line 1 circled by Line 2)				3 <u>5 6 R1</u>
Reimburgement Calculation	DADS ASI AAA E Title XX		Tale XIX	
4. Projected NSIP per Meal Value	0.58		- AVA	
5. Rater Less NSP per Most Volus	2 650		N/A	
Mandatary Local Mitch of 10%	_			
Required Cash March	\$ 0.62			
7 Proposed Mani Rate (Line 3 minus Line 9)	\$ 627		2 6 89	
 Rate Can Application in Title XIX, Trile XX and DADS A&I AAA Controls Providers 	3 496		\$ 612	
9 Extent of City Rate Reduction	5 [1.37]		\$ [0 7/]	
Accepted Unit Rate for Current Year	\$ 455		\$ 6.12_	
** If any portion of the required metch is in-land, you must by Alphny battow, the percoder asymptom rings that at in requirements and all applicable federal and state laws.				
Winter County Legal Name of Contracted Provider	-	Portladi	Surme Leuk "yeed Name of Styres	_
F8 CX				
Signature	<u></u>	9	-17-12	
Area Agency on Ageng of the Permian Basin			Repui 29	
Name of Area Agency on Aging	-	Department of	Aging and Disability Services	_
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09/04/12	-	9.	18:12	

		Hivered Meals ECERTIFICATION	
wider: Win	kles County		
In-kund Centruba	stooe(s): \$0		
	For any item identified below, you	u must maiotale support documentation.	
	ITEM	DATE OF RECEIPT	VALUE
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8/30/12 3:3	52 PM			
	Department of Aging	and Disability See	vices	
	Concepta Mes	s - Request for Waryer		
	Fegeral Contrac	t Period: 10-01-1	2 / 09-30-13	
	Provider Must be a AAA C			
	Provider Must be a AAA C	oudledare work	HOU LIDAIGE	
	Nutrition Providers Legal Busines	ss Name:		
		Address	_+ +-	
	Meiling	Address		
		City Zio Code:I		
		rd Name:		
	_ Lonta	ici riame.i		
AAA Provider:			— ! ———	
AAA Conlad N	ame:	N. Artina Montanton Sur 2011	2 1	-
Does Ihis Nutri	ion provider have an approved Congregate	Nutration system for 2013		
	Waiver to Serve Congregute I	Heats less than five (5)	days per week	
Number of mea	stes included in this waiver:	i	_	
	total meal sites included in this waiver.	8%		
reiteriage of	ices necessitating this warrer request. (selec	* "Yes" for all that works	_ : "	_
The orcumstati			'- 	
	Rural area where 5 days a week is not lea	esible	_	
1	Low number of consumers at the site			
	Insufficient number of staff or volunteers			
	Insufficient funding			
I	Other			
5 If other, a reas	on for the request must be provided:			
1	question one is no, how will the consumme	- interference and project	ha routined of the cha	wie in the patient
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meal service:	Local newspaper			
	Fives			-
1	Posting at the most site			
	Other	_ "+		
7 K nihor is solo	tted method used must be provided			
/ II DANGI IS SON	AGO I RESIDE ESTATION TO STATE OF STATE			
Assurances	+			
				n and lates a Divis
_By submitting	this we'ver request to the Texas Department	tor aging and Disability	pervices (DADS, Acces	a anu miske comi Ala Tampa Admini
	waiver assures acherence to all AAA contr	activendor agreement re	quiraments and applica	DIE TEXES AQIIII
Codes.				
1	I		Date	
8 Provider Sign	alure	-	- Date	

Pro-star ritors		And region . Committee on April of the Tentum Beach	1	Congregate Mari Budget Worksheel Review of Mout Record Completed Year	<u>greger Haal Budget Workshed.</u> Re-daw of Mout Record Completed Year Appeared Dudget to Actual Year End Expense and Current Proposed Re-daw of Mout Record Completed Year Appeared Budget.
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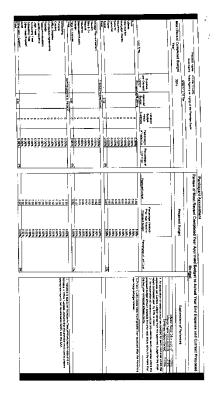
BOOKT 3-32 PM PROME Flagor - Windo County AN Name - New Spring on Aging of the Permiss Busin Congregate Meals BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE 1 Toul Sudgent Dominan for Chaust Yer	1. <u>s</u> 1272295	8/30/12 3 32 PM Providor Name: Winklar County AAA Name: Avea Agency on Aging of the Permian Bit Congregate Mea BUDGET WORKSHEET CEI	is RTIFICATION
2. Yolal Number of Ancorpored Meals to be Provided by Funding Source		AS SIGNER OF THIS BUDGET WORKSHEET, I HEREB	Y CERTIFY THAT:
DAUS AM AAA 1.087 Espole Medis 238 Other Statces 5 0		 I have read the note below and the instructions ap 	plicable to this budget worksheet.
Nov.Eight 6 Program recome 496 Ments 0 Other Sources 6 9	21.821_	 I have reviewed this budget worksheet after its pre- 	eparation.
3. Whole this Rate (Line 1 divided by Line 2)	3. <u>\$ 5.89</u>	To the best of my knowledge and belief, this budge	et worksheet is true, correct and
Relmbursement Celculation		complete, and was prepared in accordance with the budget worksheet.	se instructions applicable to this
A. Projected NSIP per Migal Value DADS A&I AAA 0.59		This budget worksheet was prepared from the bore.	oke and records of the contracted
5 Rate Less NSIP per Mea, Value <u>5 5.20</u>		provider.	NO WELL LEGISLA OF OUT TO THE
8 Mandalory Local Match of 10% 8 0.53 ** If Applicable, Match Reduction. From the link high Match Cartiful Septimism		 I acknowledge that all books and records related to subject to audit in accordance with contract requi- 	to this rate setting process are irements aud all applicable federal
Required Cash Meson 5 0.52		and state laws.	
7 Proposed Heat Rate (Line 3 renus Line 5) <u>\$ 5.37</u>		Note: The person legally responsible for the conduct of the	contracted provider must
" It any portion of the required match is in kind, you must contine te an in-Kind Musch Cost floation for in.		sign this Budget Worksheet Certification. If a sole pr must sign the Budget Worksheet Certification. If a p	roprictor, the owner artnership, a partner must
By appling below, the provider acknowledges that all related records are outject to audit in exceedance with contract requirements and all applicable recersions state laws.		sign the Budget Worksheet Certification. If a corpor Board of Directors Resolution must sign the Budget V	ation, the person authorized by the Worksheet Certification.
Winkler County Bonne Leck Legal Name of Contracted Provider Princed/I year Name of Signer	_	Misrepresentation of information contained in the bu adverse action, up to and including contract terminal	idget worksheet may result in
Service Out 9-17-12		information in the budget warksheet may result in a	referral for prosecution.
·		Winkler County Name of Contracted Provider	Bonnie Leck Printed Typed Name of Signer
Area Agency on Aging of the Perman Bash Name of Area Agency on Aging			\approx \sim .
Jeannie Hagrin Prichad typed Nama of Sugner		9-17-12	Signature
$\sim \mathcal{P}I$			angariet.
Signature 8		Signer Authority: Safe Prescietor	ssociation Officer
09/04/12-			sociation Officer ourd Member
[Date]		☐ Corporate Officer ☑ G	overnmental Official
8500-12-302-PM AAA Name: Area Agancy on Aging of the Permian Busin Congregate Meals IN-XIND MATCH CERTIFICATION Provide: Winkier Country In-kind Contribution(s) For any intensification by you must maintain support decumentation.	, ;	Total State of the Control of the Co	Application of the control of the co
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Note: All sentributions must meet the requirements of IRS Publication 561 btps://www.irs.gov/pub/res.pdf/pd6i.pdf	\$0	82022 000 000 000 000 000 000 000 000 00	Proposed
Examples of Documentation (actude:		6.000 M	535 XXX 0 15
Rest: 1. Letter of Agreement with Owner 2. Adequate Valuation of Proporty on a Current Basis (thus should be reviewed and it senor senter based on property value and omier participation)	at least every two years		Translating Control
Labor: 1. Milnimum wage 2. Documented prevailing wage in the Area. For prevailing wage information v. Commission's website at just #www.mace2.9488/.	isk the Texas Workforce	(1)	To be desired the second of th

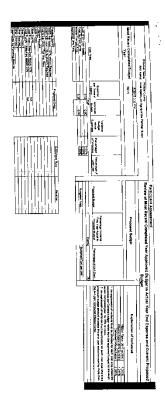
Utilities 1. Copy of Bill
2. Agreement of Amount Paul if Partial

Winder County
Name of Contractor Provider

9-17-12

Date
Supartic





AVSORTO 1:32 PM					
Provider Name:	Winkler County				
AAA Nome .	Area Agency on Aging of the Per				
		cipant Ass			
	BUDGET WORKSHEET	TCALCUL	ATION OF THE U	NIT RATE	
1. Total Budgaled Expenses to	r Contract Year				1 5
2. Total Number of Anticipated					
DADS A& ARA - 10 % Month Required	Program C Income		Other Sources 6		
DADS ASI AAA - 25 %			Other Sources u _		
Match Required	O Local Funds	U	Other Sources 7		
DADS A&I AAA - Fui Linii Rale	0 Other Funds	0	Other Sources 8	0	2
3. Cast per unil (Line 1 divided	by Line 2) - Full Und Rate				5 <u>\$</u>
Reimburannent Calculation lo	r Contracta Requiring Unit Pare I	Match Recut	niar		
4. Mandalory Local Melch of	III%				
" # Applicable March Reduc	lion From the In-Aind Match Cer	rincaton fam	. 3		
Required Match					4 1
5.Full Unit Rule Less Require:	Match (Line 3 mays Line 4				b. 3
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"If any portion of the required	match is m-kind, you must come	peta an In-Ki	nd March Cerofication	form.	
Contract Reimbursed at Fail	Cost For Unit Rate. Match Re	quirements	Will Be Met Through	Provision of Adi	litional Units
	Contractor Initial		AAA Intel		
	er County		Anex Agency on	Aging of the Permi	n Başın
Legal Name of C	Contracted Provider		Name of A	as Agency on Agr	9
\sim					
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September 17	, 2012			(Jave	

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

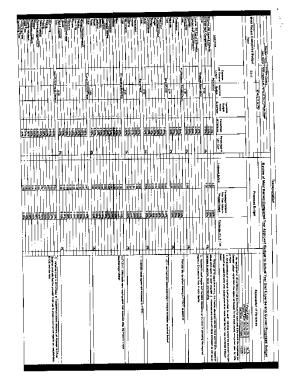
- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.

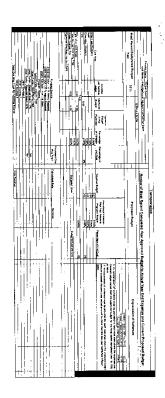
The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partmerphy, a partmer must sign the Budget Worksheet Certification. If a operation, the person authorized by the Board of Directors Recololism must sign the Budget Worksheet Certification. White presentation of Information contained in the budget worksheet are yeared to adverse action, up to and including contract termination. Furthermore, falsification of Information is the budget worksheet may result in a referral for presecution.

Bonnie Leck
Winkler County Winkler County Judge
Name af Castricted Provider Printed Types Name of Signer September 17, 2012

Date
Signature

		Participant Ass		
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ovider:	Winkler County		_	
In-kind Cons	ibation(s)	\$0	100	
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Note			TOTAL	\$0
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	http://www.irs.gov/pub Documentation Include:	/irs.pdf/pS61.pdf		\$0
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Provider Name:	werker County Area Agency on Aging of the Permis P I	8891	
7971974	Trans	sportation	
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1. Total Budgeted Expenses for	Contract Year		1
2 Total Number of Anticipated	Units to be Provided		
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September 1	7, 2012		
	Date	Dute	

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Provider Name: Winkler County	AAA Name: Area Ager	ncy on Aging of the Permian Basin	
AAA Name. Area Agency on Aging of the Permian Basin		Transportation	
Transportation		IN-KIND MATCH CERTIFICATION	
BUDGET WORKSHEET CERTIFICATION	Provider Winkler County		
AS SIGNER OF TRIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:	In-kind Contribution(s):	\$0	
 I have read the note below and the instructions applicable to this budget worksheet. 	For any lies	m identified below, you must maintain support documents	rjoz.
• I have reviewed this hudget worksheet after its preparation.	m.	M DATE OF RECEIPT	VALUE
 To the best of my knowledge and belief, this budget worksheet is true, correct and 	····	····	
complete, and was prepared in accordance with the instructions applicable to this		····	
			
budget worksbeet.			
This budget worksheet was prepared from the books and records of the contracted			
provider.			
 1 acknowledge that all books and records related to this rate setting process are 			
subject to audit in accordance with contract requirements and all applicable federal			-
and state laws.			
			
		TOTA	AL \$0
Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner			
must sign the Budget Worksheet Certification. If a portnership, a paymer must	Note: All contributions must:	meet the requirements of IRS Publication 561	
sign the Budget Worksheet Certification. If a corporation, the person authorized by the	http://www.ics.gov/pub		
Reard of Directors Resolution must sign the Budget Worksheet Certification.			
Misrepresentation of information contained in the budget worksheet may result in	Examples of Documentation Include:		
adverse action, up to and including contract termination. Furthermore, fassification of			
information in the budget worksheet may result in a referral for prosecution.		Agreement with Owner	
Bonnie Leck		e Valuation of Property on a Current Basis (this should be revi nior center, based on property value and center participation)	lewed at least every two years
Winkler County Winkler County Judge	and it som	HOF conter, based on property value and center participation)	
Name of Contracted Periodice Printed Typed Name of Signer	Labor: [Minimum	1 W20¢	
		nted prevailing wage in the Area. For prevailing wage informa	ation visit the Texas Workfor
September 17, 2012		sion's website at http://www.toxon2.com/	
Date Signature		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	AP is kind Johns must be seeming for	s the service to be provided. If you would not hire someone to	n perform the labor if it
	were not in-kind then you cannot con		
Signer Authority: Sole Fragulator Association Officer	west the in-strict their you caution cou	The No.	
(check one) Partner Board Member Corporate Officer 1 Conventional Official	19 Itilities: L. Copy of	Bell	
Corporate Officer 1 Coveramental Official		ent of Amount Paid if Partial	
		Sonnie	
	Winkler County		County Judge
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	Suppression #
8/30/2012 3:32 PM	
Department of Aging and Disability Services	•
Uniform Rate Negotiation Workbook/Budget	
Federal Contract Period: 10-01-12 / 09-30	0-13
Common Provider	
 Nutribur: Providers Legal Business Name: Winkler County 	
2 Street Address: 416 F. Canspell	
3 Mailing Address, P.D. 8ox 275	
City Kermil	
5 Zip Code: 79745	
6 Phone Number: 432-586-6658	
7 E-mail Address: wink527@excite.com	
6 Contact Name: Robir Hawkens	
2 Seven Address. 41 S. F. Compacel Materian Advances P. F. Grid 175 S. Constitution of the Constitution of	
10 Dkl this Nutrition provider complete a rate setting workbook last year? Yes	
11) If Yes what was the provider came hated on the workbook? Winkler County	
THE TES AND THE POWER THIS YES OF THE WARRENCE THE TEST COUNTY	
12 is the Provider a AAA Provider? Yes	
13/H Yes, select the AAA Name Area Agency on Aging of the Permian Basin	
14 if Yes, contact name at AAA: Jeannie Ractin	
16 if Yes, is it a contract or wester relationship? Vendor	
16 is the Provider a DADS Community Services Provider? Yes	
171if Yee, Contract Manager name at DADS Community Services: Chartes Sava	
181/ Yes, select the DADS Region Number: Region 2/9	
19/17 Yes, enter the DADS contract number: CCAD 184400 \$ CBA 1012893	
19/18 Test, anver me DADS contract number: CCAD 104400 5 CBA 1012016	_
Service Delivery information	
Home Delivered Mesia	
20 Does 84s Nutrition provider serve home delivered means paid for by DADS or the AAA?	Yos
21 Does this Nuetton provider serve name delivered mean paid for by 3905 or the AVA 21 Does this Nuetton provider have an approved Home Delivered Nutrition Waiver for 2012?	No.
22) Is this Number provider requesting a Home Delivered Nutritors Waiver for 2012? No.	140
23 Total number of home derivered meal routes for this provider 2	
24 Total number of meal preparation sites used by this provider:	
Congregate Meals	
25 Does this Nutrition provider serve congregate meals paid for by the AAA? Yes	
25 Does this Nutrition provider have an approved Congregate Nutrition Waiver for 2012? No	
27 Is this Nutrition provider requesting a Congregate Waiver for 2013? No.	
28 Total number of meal preparation siles used by this provider.	• • •
29 Total number of mean sites used by this provider	

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Vendor Agreement between Winkler County and the Area Agency on Aging of the Permian Basin Regional Planning Commission for the meals program for the period of October 01, 2012 to September 30, 2013; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf, Neal and Thompson

Noes: None



AREA AGENCY ON AGING OF Permian Basin Regional Planning Commission VENDOR AGREEMENT

Winkler County, hereinafter referred to as Vendor, and Area Agency on Aging (AAA) of the Permian Basin Regional Planning Commission (PBRPC), do hereby agree to provide services effective beginning October 1, 2012, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and DADS AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

1. SCOPE OF SERVICES

- A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.
 - 1. Service: Congregate Meals

Service Definition: A hot or other appropriate meal served to an eligible older individual which meets 33½ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not

considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (form 2060). The circumstance would dictate the follow-up.

<u>Unit Definition</u>: One Meal

<u>Service Area</u>: Winkler County

2. Service: Home Delivered Meals

Service Definition: Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33½ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Unit Definition: One Meal

Service Area: Winkler County

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at http://www.aoa.gov/AoARoot/About/Authorizing Statutes/index.aspx.

<u>Targeting</u>: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate Meals	\$5.37	N/A	N/A
Home Delivered Meals	\$4.95	N/A	N/A

3. TERMS OF AGREEMENT

A. The Vendor agrees to:

- Provide services in accordance with current or revised DADS policies and standards and the OAA.
- Submit billings with appropriate documentation as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
 - a. If the **fifth (5th)** day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
 - b. The **AAA** cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
 - c. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery.
- 3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
- 4. Notify the AAA Director within **24 hours** if, for any reason, the Vendor becomes unable to provide the service(s).
- 5. Maintain communication and correspondence concerning program participants' status.
- 6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized

- representative's right of access to program participant case records or other information relating to program participants served under this agreement.
- 7. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of vendor's fiscal year.
- 8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
- 9. If applicable, comply with the DADS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Vendor further agrees:

- The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
- 2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
- 3. Vendor is an independent provider, <u>NOT</u> an agent of the AAA. Thus, the Vendor indemnifies, saves and holds harmless **AAA** of the PBRPC against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
- 4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA of the PBRPC agrees to:

- 1. Review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
- 2. Provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.
- 3. Maintain communication and correspondence concerning the program participants' status.
- 4. Provide timely technical assistance to Vendor as requested and as available.
- 5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
- 6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
- 7. Contingent upon the AAA's receipt of funds authorized for this purpose from DADS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s),

service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Vendor's invoice.

4. ASSURANCES

The Vendor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et.seq.)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 et seq.)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 1991, as applicable
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. DADS Information Letter 11-07 Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENT

List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the	terms of this agreement,	the parties affix	their signatures and I	bind
themselves effective October 1, 20		•	5	

Authorized Vendor Signature

Bonnie Leck
Print Name
Winkler County Judge
Title
September 17, 2012
Date

Augustian Printed Name

Area Agency on Aging of the Permian Basin Agency

P.O. Box 60660
Address

Midland, TX 79711
City, State, Zip
O7/24/17



P. O. Box 60660 Midland, TX 79701 432-563-1061 432-567-1009 1-800-491-4636

DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION

The Area Agency on Aging of the Permian Basin (AAAPB) is designated by the Texas Department of Aging and Disability Services (DADS) to be the focal point for services to persons 60 or older within the AAA's region. The AAAPB administers services funded by the Older Americans Act (OAA) with emphasis placed on frail, rural, low income and minority individuals. The AAA purchases various short-term services for eligible clients. Services are purchased from appropriate vendors that have completed a Direct Purchase of Service (DPS) Application form, and have executed a Vendor agreement with the AAA.

Eligibility to Apply: Organizations eligible to apply include private non-profit, private for-profit, and local city-county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.

Debarred/Suspended Parties: Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.

Definition of Direct Purchase of Service (DPS): DPS is a contracting methodology for the purchase of services by the AAA on a client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in the OAA Programs.

Application Process: Interested parties may apply for consideration for participation in the vendor pool by submitting a completed and signed direct purchase of service application, including all required attachments, and certification regarding debarment. If the application is approved by the AAA, a vendor agreement may be executed.



AREA AGENCY ON AGING OF THE PERMIAN BASIN DIRECT PURCHASE OF SERVICE FISCAL YEAR 2013 VENDOR APPLICATION/RENEWAL UPDATE

Please type or clearly print application information.	
Winkler County	
Vendor Name/Legal Entity	
DBA (if applicable)	
Physical Address:	
416 East Campbell, Kermit, Texas 7	9745
Mailing Address:	
P.O. Box 275, Kermit, Texas 79745	
Tax Identification Number (SSN or Federal ID): 75-6001202	Fax Number (including area code): (432) 586-2270
Type of Provider: Governmental Agency Private Non-Proficity Government County Government	it Private For Profit
Authorizing Official:	Title:
Bonnie Leck	Winkler County Judge
Email Address:	Telephone:
bonnie.leck@co.winkler.tx.us	(432) 586-6658
Billing Contact Person and billing address: Robin Hawkins	Title:
P.O. Box 275, Kermit, TX 79745	Meals Director
Email Address:	Telephone:
hawkins_robin@sbcglobal.net	(432) 586-3631
Number of Years Organization has been in business: 100+Years	Is Organization Bonded (Attach certificate of bonding ins.)
	Yes No
Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)?	If yes, provide details:
Yes X No	44.
Does Organization have liability insurance? (Attach certificate of all insurances)	Attach a copy of all applicable State and Federal licenses and /or certifications for your business.
Yes No	

Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the Area Agency on Aging of the Permian Basin staff person or Advisory Council member. Service and Bidding Information:
1. Proposed Service: Congrega Congregate Meals A. Service Area: Winkler County B. Proposed AAA cost per unit: Standard cost per Unit: \$<u>5.37</u>

2. Proposed Service: Home Delivered Meals

A.	Service Area:			
	Winkler County	·		
B.	Proposed AAA cost per unit:	Standard cost per Unit:		
	\$_4.95	\$	_	

3. Proposed Service:

A.	Service Area:	
В.	Proposed AAA cost per unit:	Standard cost per Unit:
	\$	\$

NOTE: See attached service and unit definition(s) for specific service and unit information.

- Additional Attachments:

 Affirmative Action Plan
 - Signed Statement indicating compliance with the Civil Rights Act of 1964
 - Signed Certification Regarding Debarment

Signature:

I certify that the information provided in this application is true and correct to the best of my knowledge.

Bonnie Leck Printed Name

September 17, 2012

Date

Authorized Signature

TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL

GENERAL LIABILITY COVERAGE DOCUMENT

DECLARATIONS

These Declarations form part of the General Liability Coverage Document between the Texas Association of Counties' Risk Management Pool and the Named Member shown in Item B, below.

Item A. COVERAGE DOCUMENT NO.:

GL 2480 2011 12 04

Item B. NAMED MEMBER AND ADDRESS:

Winkler County

PO Box Y Kermit, TX 79745-6024

Item C. COVERAGE PERIOD:

From December 04, 2011 to December 04, 2012

*Dates under this item are 12:01 AM United States

Central Time

Item D. LIMITS OF LIABILITY:

Bodily Injury Liability:

Each Person: \$100,000 Each Occurrence: \$300,000 **Property Damage Liability**

Each Occurrence:

\$100,000 Damage to Premises Rented to the Named Member \$ 50,000

Personal and Advertising Injury Liability Per Person \$100,000 Per Offense/Aggregate
Employee Benefits Liability \$300,000 \$100,000 Medical Payment Per Person \$ 1,000 Item E. DEDUCTIBLE: \$5,000

Item F. TOTAL ANNUAL CONTRIBUTION: NOTICE OF ACCIDENT:

Notice of an accident or claim (including service of process) is to be delivered immediately to the Pool via the

\$24,323

Texas Association of Counties Claim Department at: Texas Association of Counties

Attn: Claims Department P.O. Box 2131 Austin, Texas 78768 Fax (512) 478-1426

(Immediately, in addition to any fax transmission, transmit the notice of claim and related documents by U.S. Mail or other delivery service to the above address.)

NAMED MEMBER'S DESIGNATED Risk Management Pool Coordinator: Ms. Jeanna Willhelm, CIO

FORMS AND ENDORSEMENTS

The forms and endorsements comprising this General Liability Coverage Document at issuance are: TAC/GL (11/10); GL/EBL (01/08); GL/NUCL (01/08); TAC-GL/DED (01/08); GL/HOSP (01/08); GL/AIPL (01/08); GL/AIEL (01/08)

Per

Karen This Agreement is issued by

as authorized representative of the Pool on December 15, 2011 at Austin,

Texas.

TAC-GL/DEC (01/08) Board Approved 08/29/07

Page: 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grantin accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered beautractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the poential contractor/grantee accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grantwas entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Servicesmay pursue available remedies, including suspension and/or debarment.
- 2. The potential contractor/granteeshall provide immediate written notice to the person towhich this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changedoinstances.
- The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
- 4. The potential contractor/granteeagrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowinglyenter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department £Aging and Disability Services as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? _____ YES X NC

- 5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
- A contractor/grantee may rely upon a certification of a potential subcontractor/subgranteethat it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certificationis erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
- 7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for contracts/grantsauthorized under paragraph 4 of these terms, if a contractor/granteein a covered contract/grantknowinglyenters into a covered subcontract/subgrantwith a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

The potential contractor/granteecertifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas,

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/granteemust attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) its certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE Winkler County

VENDOR ID NO FEDERAL EMPLOYER'S ID NO.

Signature of Authorized Representative
September 17, 2012

Date

Winkler County

75-6001202

Bonnie Leck

Printed/Typed Name of Authorized Representative
Winkler County Judge

Title of Authorized Representative

THIS CERTIFICATION IS FOR FFY 2013, PERIOD BEGINNING October 1, 2012 and ENDING September 30, 2013.

- 2 -

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below
- 2. The inability of a contractor/grantee to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, "provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

AFFIRMATIVE ACTION PLAN

Winkler County Senior Citizens Recreation Center hereby agrees that it will enact affirmative action plan. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

<u>Title VI of the Civil Rights Act of 1964,</u> which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and conditions of employment.

The Equal Pay Act of 1963, which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act, which prohibits discrimination because of age against anyone between the ages of 50 and 70.

Federal Executive Order 11246. which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA PI-75-11, which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973, which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Bonnie Leck	is the	designated person	with the executive authority
responsible for the implemer action and equal employme bulletin boards, and any new	ntation of this affirmate ant opportunity shall	tive action plan. Po be disseminated	licy information on affirmative through employee meetings,
Work Force Analysis: Paid Sta	aff		
Total Staff:	# Full Time	# Part Time	
Older Persons (60+)	#%	#	%

#_1_100_%

%

AREA AGENCY ON AGING OF THE PERMIAN BASIN REGIONAL PLANNING COMMISSION **FEDERAL FISCAL YEAR 2013**

#<u>1 100</u>%

DESIGNATED FOCAL POINTS IN THE PERMIAN BASIN

Area Agency on Aging of the Permian Basin Regional Planning Commission P.O. Box 60660 2910 LaForce Blvd. Midland, TX 79711 432-563-1061 800-491.4636

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Agreement between Winkler County and Winkler County Memorial Hospital for the period of October 01, 2012 to September 30, 2013 for the preparation of meals for the home delivered meal programs; which motion became an order of the Court upon the following vote:

21

Commissioners Carpenter, Wolf, Neal and Thompson Ayes:

None

Women

Noes:

AGREEMENT

This Agreement is entered into, by and between Winkler County and Winkler County Memorial Hospital, for the period October 1, 2012, through September 30, 2013, and may be renewed without interruption with the agreement of both parties.

Winkler County Memorial Hospital is an acute care hospital owned and operated by Winkler County and has food preparation facilities and staff.

Winkler County is the contracting entity for federal and state funds (Title XIX, Title XX, C-1 and C-2) and provides meals to eligible persons within the county.

Winkler County desires to contract with Winkler County Memorial Flospital for food preparation in accordance with the following terms and conditions:

Winkler County Memorial Hospital will prepare meals on site in accordance with guidelines furnished by the funding agencies, and the number of meals to be prepared daily will be directed by the Meals Program Coordinator.

In addition to the cooking site, personnel and equipment, Winkler County Memorial Hospital will furnish the raw food, packaging and professional dietary supervision as required.

Winkler County Memorial Hospital will bill Winkler County on or before the 10th day of each month for the meals prepared during the previous month in accordance with this agreement. Winkler County will pay Winkler County Memorial Hospital at the rate of \$4.25 per meal within 30 days after receipt of said monthly statement.

This Agreement may be terminated upon 30 days written notice by either party.

Executed effective September 10, 2012.

ATTEST:	Winkler County P. O. Drawer Y Kermit, Texas 79745
Shethelia Reed County Clerk	BY:

Date

Winkler County Memorial Hospital P. O. Drawer H Kermit, Texas 79745

Winkler County Judge

BY:
Bill Ernst
Administrator

Date

2

Following audit, a motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve asset forfeiture reports of Winkler County Constable, Precinct Nos. 1 and 3 for the period of January 01, 2010 to December 31, 2010 and for the period of January 01, 2011 to December 31, 2011, in accordance with Article 59.06, Code of Criminal Procedure, 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

FY 2010 CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Name:		porting Period: cal fiscal year)	1/1/10-12/31/10
Agency Mailing Address:	Constable Precinct 1 & 3	emple:	01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.
	Drawer O		
	Kermit, TX 79745		
Phone Number	432-586-3161		
County.	Winkler		
Email Address:		is should be a manent agency ail address	
NOTE: PLEAS!	E ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE I	OLLAR.	
1. 5	SEIZED FUNDS		
2 1	Beginning Balance. Instructions: Include total amount of seized funds on hand (in your at beginning of reporting period. Include funds that may have been foen transferred to your agency's forfeiture account. Do not include account held by another agency, e.g., the District Attorney's account.	igency's possession) orfeited but have not funds that are in an	2 -0-
	Seizures During Reporting Period: instructions: Include only those seizures which occurred during the where the seizure affidavit required by Article 59.03 is sworn to by a pe by your agency.		
	1) Amount seized and retained in your agency's custody	***************************************	s -0-
	2) Amount seized and transferred to the District Attorney pending for	orfeiture	s -0-
C)	Amount Returned to Defendants/Respondents		s -0-
D)	Ending Balance Instructions: Add lines A, and B(1), subtract line C, put total in lin	ne D.	s -0-
13.	FORFEITED FUNDS		
	Beginning Balance Instructions: Include total amount of forfeited funds that have be agency and are on hand (in your agency's account or in your age beginning of the reporting period including interest. Do not include forfeited but not yet received by your agency.	een forfeited to your	<u>\$ -0-</u>
	Amount Forfeited to and Received by Reporting Agency (Includ Reporting Period Instructions: Do not include amounts forfeited but not yet receivances refers to the amount earned prior to forfeiture and distriputement of forfeiture.	ved by your agency:	-0-

Form Date 03/03/10

	B)		Real Property (the number of separate parcels of property, not a currency		_
	о)		amount)		-0-
	C)		Computers (the number of computers, not a currency amount)		-0-
	D)		Firearms (the number of firearms, not a currency amount)		-0-
	E)		Other (the number of items, not a currency amount)		-0-
v.			FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY		
			Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.		
	A)		Motor Vehicles (the number of vehicles, not a currency amount)		-0-
	B)		Real Property (the number of separate parcels of property, not a currency amount)		- 0 -
	C)		Computers (the number of computers, not a currency amount)		-0-
	D)		Firearms (the number of firearms, not a currency amount)		-0-
	E)		Other (the number of items, not a currency amount)		-0-
VI.			EXPENDITURES		
			Instructions: This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.		
	A)		Total Salaries Paid out of Chapter 59 Funds	\$	-0-
		1.	total bala les raid out of Chapter 35 runds		
			Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	\$	-0-
		2.	·		-0- -0-
		2.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)		
	B)		Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	\$	-0-
	B)		Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	\$	-0-
	В)	3.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	\$ \$ \$	-0- -0-
	B)	3. I.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds	\$ \$ \$	-0- -0- -0-
	B)	3. 1. 2.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds Number of Employees Paid Using Forfeiture Funds Total Overtime Paid out of Chapter 59 Funds. For Employees Budgeted by Governing Body. For Employees Budgeted Solely out of Forfeiture Funds	\$ \$ \$	-0- -0- -0- -0-
		3. 1. 2.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds Number of Employees Paid Using Forfeiture Funds Total Overtime Paid out of Chapter 59 Funds For Employees Budgeted by Governing Body For Employees Budgeted Solely out of Forfeiture Funds Number of Employees Paid Using Forfeiture Funds	\$ \$ \$	-0- -0- -0- -0- -0- -0-
		 1. 2. 3. 	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	\$ \$ \$ \$	-0- -0- -0- -0- -0- -0- -0-
		3. 1. 2. 3.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds. Number of Employees Paid Using Forfeiture Funds. Total Overtime Paid out of Chapter 59 Funds. For Employees Budgeted by Governing Body. For Employees Budgeted Solely out of Forfeiture Funds. Number of Employees Paid Using Forfeiture Funds. Total Equipment Paid for with Chapter 59 Funds. Vehicles.	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-0- -0- -0- -0- -0- -0- -0- -0-
		3. 1. 2. 3.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds Number of Employees Paid Using Forfeiture Funds Total Overtime Paid out of Chapter 59 Funds For Employees Budgeted by Governing Body. For Employees Budgeted Solely out of Forfeiture Funds Number of Employees Paid Using Forfeiture Funds Total Equipment Paid for with Chapter 59 Funds Vehicles Computers	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-0- -0- -0- -0- -0- -0- -0- -0-
		 J. 2. 3. 2. 3. 	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds. Number of Employees Paid Using Forfeiture Funds. Total Overtime Paid out of Chapter 59 Funds. For Employees Budgeted by Governing Body. For Employees Budgeted Solely out of Forfeiture Funds. Number of Employees Paid Using Forfeiture Funds. Total Equipment Paid for with Chapter 59 Funds. Vehicles. Computers. Firearms, Vests, Personal Equipment.	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-0- -0- -0- -0- -0- -0- -0- -0-
		3. 1. 2. 3. 1. 2. 3.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements). Salary Budgeted Solely From Forfeited Funds. Number of Employees Paid Using Forfeiture Funds. Total Overtime Paid out of Chapter 59 Funds For Employees Budgeted by Governing Body. For Employees Budgeted Solely out of Forfeiture Funds. Number of Employees Paid Using Forfeiture Funds. Total Equipment Paid for with Chapter 59 Funds. Vehicles Computers. Firearms, Vests, Personal Equipment	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-0- -0- -0- -0- -0- -0- -0- -0-

Form Date 03/03/10

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NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this 17th day of September 2012.

VIDA M SIMPSON
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 07-14-2015

Notary Public in and for the State of Texas

FY 2011 CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Name:	Winkler County	Reporting Period: (local fiscal year)	01/01/11-12/31/11
Agency Mailing Address:	Constable Precinct 1 & 3	example:	01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.
	Drawer O		
	Kermit, TX 79745		
Phone Number:	432-586-3161		
County:	Winkler County		
Email Address:		This should be a permanent agency	
	iwillhelm@co.winkler.tx	email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

	SEIZED FUNDS	
A)	Beginning Balance: Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeithre account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.	\$0
В)	Seizures During Reporting Period: Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	1) Amount seized and retained in your agency's custody.	\$0
	2) Amount seized and transferred to the District Attorney pending forfeiture.	\$ 0
c	Interest Earned on Seized Funds During Reporting Period: Instructions: Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	\$0
	Amount Returned to Defendants/Respondents:	\$ 0
1	Amount Transferred to Forfeiture Account: Instructions: Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	\$ 0
1	P) Ending Balance: Instructions: Add lines A, B(1), and C, subtract lines D and E, put total in line F.	\$0

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п.		FORFEITED FUNDS	
	A)	Beginning Balance: Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	\$0
	B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	s ⁰
	C)	Interest Earned on Forfeited Funds During Reporting Period: Instructions: Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	s ⁰
	D)	Proceeds Received by Your Agency From Sale of Forfeited Property: Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	s ⁰
	E)	Total Expenditures of Forfeited Funds During Reporting Period: Instructions: From Total on Section VI.	\$0
	F)	Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	\$0

III.

OTHER PROPERTY
Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
i) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0	. 0
2) REAL PROPERTY (Count each parcel seized as one item)	0	o	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	О	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0	0
5) Other Property - Description:	0	О	0	0
Other Property -Description:	0	0	0	0
Other Property -Description:	0	0	0	0

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īV.		FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.				
	A)	Motor Vehicles (the number of vehicles, not a currency amount):	0			
	B)	Real Property (the number of separate parcels of property, not a currency amount):	0			
	C)	Computers (the number of computers, not a currency amount):	0			
	D)	Firearms (the number of firearms, not a currency amount):	D			
	E)	Other (the number of items, not a currency amount):	0			
v.		FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.				
	A)	Motor Vehicles (the number of vehicles, not a currency amount):	0			
	В)	Real Property (the number of separate parcels of property, not a currency amount:	0			
	C)	Computers (the number of computers, not a currency amount):	0			
	D)	Firearms (the number of firearms, not a currency amount):	0			
	E)	Other (the number of items, not a currency amount):	0		<u> </u>	
VI.		EXPENDITURES Instructions: This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.				_
	A)	SALARIES	<u> </u>			-
		1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$	0		
		2. Salary Budgeted Solely From Forfeited Funds:	s	0		
		3. Number of Employees Paid Using Forfeiture Funds:		0		
		TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	<u> </u>	0	s	-
	B)	OVERTIME	1_			_
		1. For Employees Budgeted by Governing Body:	s	0		
		For Employees Budgeted Solely out of Forfeiture Funds:	\$	0		
		3. Number of Employees Paid Using Forfeiture Funds:	<u>.</u>	0		
		TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:			\$ 0	_

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)		EQUIPMENT		
	1.	Vehicles:	\$0	
٠	2.	Computers:	\$ 0	
-	3.	Firearms, Vests, Personal Equipment:	\$0	
•	4.	Furniture:	\$ 0	
	5.	Software:	2 O	
•	6.	Maintenance Costs:	\$ 0	
	7.	Uniforms:	\$0	
	8.	K9 Related Costs:	s ⁰	
	9.	Other (Provide Detail on Additional Sheet):	s 0	
		TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		s 0
))		SUPPLIES		
	1.	Office Supplies:	\$ ⁰	
	2.	Cellular Air Time :	\$0	
	3.	Internet:	\$ O	
	4.	Other (Provide Detail on Additional Sheet): Feed for horses	s ⁰	
		TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		s 0

	TRAVEL	
1.	Total In State Travel	s ^o
	a) Lodging:	\$0
	b) Air Fare:	\$0
	c) Meals (including per diem):	\$0
	d) Car Rental:	\$ 0
2.	Total Out of State Travel	\$0
	a) Lodging:	ş 0
	b) Air Fare:	s ⁰
	c) Meals (including per diem):	s ⁰
	d) Car Rental:	s o
3.	Fuel:	s 0
4.	Parking:	80

Porm Date 6/14/11

	5.	Other (Provide Detail on Additional Sheet):	\$ 0	_
-		TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		s ⁰
-				
F)		TRAINING		
F)	1.	Fees (Conferences, Seminars):	s ⁰	
•		Materials (Books, CDs, Videos, etc.):	s ⁰	_
	2.	Other (Provide Detail on Additional Sheet):	s 0	
	3.	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		- s o
		TOTAL TRAINING FAID OUT OF CHATTER STORY	l	
G)		INVESTIGATIVE COSTS	_	
	1.	Informant Costs:	s 0	
	2.	Buy Money:	s 0	_
	3.	Lab Expenses:	s ⁰	
	4.	Other (Provide Detail on Additional Sheet):	\$0	
	-	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:	<u> </u>	_ s o
	_	TOTAL IIVESTIGATIVE COOPERS		
H)		TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE		
	1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j):	s o	
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	s ⁰	
		TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):	·	§ 0
			1	
_I)		FACILITY COSTS	1	
	1.	Building Purchase:	\$ ⁰	
	_2.	Lease Payments:	\$ O	
	3.	Remodeling:	s o	
	4.	Maintenance Costs:	s ⁰	
	5	Utilities:	\$ O	
	6	Other (Provide Detail on Additional Sheet):	s ⁰	
		TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		<u>s</u> 0
r)		MISCELLANEOUS FEES		
		. Court Costs:	s ^o	
		. Filing Fees:	s 0	

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3.	Insurance:	\$0	
4.	Witness Fees:	s ⁰	
5.	Audit Costs and Fees:	s O	<u> </u>
6.	Other (Provide Detail on Additional Sheet):	s O	
_	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		s °
_			
C)	TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:	<u> </u>	
.)	TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):	<u> </u>	s o
		1	s (
M)	TOTAL EXPENDITURES:		

	descriptions on additional				
	M) TOTAL EXPENDITURE	S:		s ⁰	
	NOTE: If you are governed by a Comm COMPLETED. Otherwise, please cor	nissioners Court or a City Counc mplete the Agency Head Certifi	il, BOTH CERTIFIC	CATIONS MUST BE	
		CERTIFICATION			
	I swear or affirm that the Commissioners Code of Criminal Procedure, unless after pursuant to Chapter 59 of the Code of Cryear by the agency for which this report is and supporting materials, I believe that information.	r due inquiry, it has been determine riminal Procedure are being held in being completed, and that upon	or have been transact diligent inspection of	ed in the relevant fiscal	
	COUNTY JUDGE, MAYOR or CITY	7			
	MANAGER (Printed Name):	Bonnie Leck			
	SIGNATURE:	Donnie -	Sul_		
	DATE:	9-17-12			
	AGENCY HEAD CERTIFICATION	<u> </u>			
	I swear or affirm, under penalty of perspenditure of all proceeds and property inspection of all relevant documents and all information required by Article 5' expenditures reported herein were law.	erjury, that I have accounted for y subject to Chapter 59 of the Cod d supporting materials, this asset f 9.06 of the Code of Criminal P ful and proper, and made in acco	e of Criminal Procedu forfeiture report is true Procedure. I further rdance with Texas lav	and correct and contains swear or affirm that all	
	AGENCY HEAD (Printed Name):	Constable Preci	nct 1&3 Vaca	nt at present	time
	SIGNATURE:				,
	Form Date 6/14/11			Page 6	
At t	his time the Court entere	ed into Budget V	Vorkshop.		
Commissio	motion was made boner Thompson that an order of the Court up	_	e adjourn		•
Ayes: Noes:	Commissioners Carpe None	enter, Wolf, Neal	and Thomp	oson	
MIN	IUTES approved the	day of		_, 20	_ •
		COUNTY CLE	ERK		