

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:

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 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:

Contract No. 001012893
Amendment No. 09-27
Page 2 of 2

This Amendment is effective on October 1, 2012.

The above-marked changes are adopted by the Department and the Contractor as an amendment to the above referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the Contract and prior Amendments, if any, shall remain in effect and continue to govern except to the extent modified in this Amendment.

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Department of Aging and Disability Services</p> <p><i>Don Sargent</i> <u>9-18-12</u></p> <p>Signature-Department Representative Date</p> | | <p>Legal Name of Contractor Winkler County</p> <p><i>Bonnie Lick</i> <u>9-17-12</u></p> <p>Signature-Contractor Representative Date</p> | |
| <p>Re-order: <u>Ton Sargent</u></p> <p>Name of Department Representative (Print or type)</p> | | <p>Bonnie Lick</p> <p>Name of Contractor Representative (Print or type)</p> | |
| <p>Emergency Use Only: <u>Support Director</u></p> <p>Title of Department Representative (Print or type)</p> | | <p>County Judge</p> <p>Title of Contractor Representative (Print or type)</p> | |

This Amendment to the contract number referenced above (the "Contract") is entered between the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties"; each, a "party").

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this Contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

The parties agree to attend the Contract as follows:

Check all applicable changes:

- ☐ The following ☐ countries ☐ MFARs are added to the Contract referenced above
- ☐ The following ☐ countries ☐ MFARs are deleted from the contract referenced above.
- The list of covered countries in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full listing of countries served as a result of this amendment.
- The attached Form 3691-A, Service Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.
- ☒ Other: Contractor will provide Title XIX Community Based Alternatives/Home Delivered Meals for October 1, 2012 through September 30, 2013 (subject period). The Title XIX meals will be paid at the rate of \$8.12 per unit. The geographical area covered by the contract is the scope of work and Work in Winkler County.
- The Home Delivered Meals provider will serve meals in alternate form (frozen, chiller or shaver) and/or deliver on fewer than five days per week. The alternate delivery schedule for the period October 1, 2012 through September 30, 2013 as described on the attached Home Delivered Meals FFY 2013 Worksheet (attached as Exhibit C) shall apply.
- The parties agree that the following provision is hereby added to Section III of the Contract (relating to Contractor Agreements) as though it were set forth word-for-word in the Contract:

Contractor agrees to search records and contractors to determine whether they have been excluded from participation in Medicare and state health care programs. Contractor agrees to search monthly the HHS-Office of the Inspector General (OIG) and HHS-OIG List of Excluded Individuals/Entities (LEI) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHS-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

Contract No. 600184400
Amendment No. 09-28
Page 2 of 2

This Amendment is effective on September 30, 2012.

The above-marked changes are adopted by the Department and the Contractor as an amendment to the above-referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the Contract and prior Amendments, if any, shall remain in effect and continue to govern except to the extent modified in this Amendment.

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|------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|
| Department of Aging and Disability Services <u>Rita Barry</u> <u>8/15/12</u> Signature-Department Representative Date | | Legal Name of Contractor Winkler County <u>Bonnie Leck</u> <u>8-15-12</u> Signature-Contractor Representative Date | |
| Rita Barry Name of Designated Representative (Print or type) | | Bonnie Leck Name of Contractor Representative (Print or type) | |
| Community Services Regional Director Title or Designation Representative (Print or type) | | County Judge Title of Contractor Representative (Print or type) | |

This Amendment to the contract number referenced above (the "Contract") is entered between the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

The Department represents the Health and Human Services (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this Contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c), Title XX of the Social Security Act, and Title 2, Texas Human Resources Code.

The parties agree to amend the Contract as follows:

Check all applicable changes

- ☐ The following counties MRAs are added to the contract referenced above
- ☐ The following counties MRAs are deleted from the contract referenced above.
- ☐ The list of covered counties in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full listing of counties served as a result of this amendment.
- ☐ The attached Form 3691-A, San Jose Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.
- ☒ Other. *The Form 2029, Information Sheet, Purchase of Service Contract, for Vendor 001144400, is changed for the budget period October 1, committed through September 30, 2012. Total eligible Title XX units for the period October 1, 2011 to September 30, 2012 are 3,054 and the Alternative delivery terms for the period October 1, 2011 to September 30, 2012 change a net increase in committed funds of \$18,600 more accurately reflect actual and anticipated utilization for this budget period. The Title XX unit rate per meal remains unchanged at \$4.95. The geographical area covered by this contract are the cities of Ukiah and Klamath in Wadsworth County.*
- ☐ The Home Delivered Meals provider will serve meals in alternate format (frozen, dried or shelf-stable) and the Contractor will accept the alternate delivery terms for the period October 1, 2011 through September 30, 2013 as described on the attached Home Delivered Meals FFY 2013 Waiver Description (Form 2027).
- ☐ The parties agree that the following provision is hereby added to Section III of the Contract (relating to amendments):

Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare and state health care programs. Contractor agrees to search monthly the HHS-OIG's List of Excluded Contractors (LEC) and the OIG's List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and contractors that have occurred since the last search to immediately report to the HHS-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual: (i) furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is

Winkler County
Vendor No. 000184400
Contract Effective 10-01-1999
Amendment 09-28, EE 09-30-2012
Form 2029
October 2007

Texas Department of Aging and Disability Services

Information Worksheet
Purchase of Service Contract

Contract/Vendor Number: 000184400 Region Number: 09 County Number: 248

SECTION I - CONTRACTOR DATA

Legal Name: Winkler County
Contract Effective Date: 10-01-1999
Contract Termination Date: Open
Address (Street, City, State, Zip): 419 East Campbell, Kermit, Texas 79745
Area Code and Telephone Number: (432) 586-6658
Person Authorized to Sign Contract: Bonnie Lock
Title: Winkler County Judge
Ownership: ☒ Public ☐ Non-profit ☐ Profit
Charter Number: N/A Employer ID Number: 756001202 Contact Person: Robin Hawkins Title: Director Area Code and Telephone Number: (432) 586-3831

SECTION II - SUMMARY OF PAYMENT (Enter estimated information in this section.) 17560010858013

| Effective Payment Dates | Budget Name | Budget Number | Unit Rate | Estimated Number Eligible Units | Estimated Local Funds | Estimated DAOS Funds | Estimated Budget Amount |
|--------------------------|----------------|---------------|-----------|---------------------------------|-----------------------|----------------------|-------------------------|
| 10-01-2011/09-30-2012 | Winkler County | 01 | \$4.95 | 3,834 | \$0.00 | \$18,536.30 | \$18,536.30 |
| Estimated Contract Total | | | | | \$0.00 | \$18,536.30 | \$18,536.30 |
| Percent of Contract | | | | | 0% | 100% | 100% |

SECTION III - SERVICE

Program Activity Name: Community Care for the Aged and Disabled, In-Home Care Code: E51
Service Activity Name: Home Delivered Meals Code: 96G

SECTION IV - CLIENT DATA

1. Client Categories to be Served (check all that apply):
☒ Current TANF ☒ Current SSI ☒ NPA Food Stamp Recipient ☒ MAG Income Eligible
☒ Other Income Eligible ☒ Without Regard to Income ☐ Ineligible

2. Total Number of Client to be Served: 111-112
☒ Per day ☐ Per week ☐ Per month

3. Number of Eligible Clients to be Served: 15-15
☒ Per day ☐ Per week ☐ Per month

4. Unit of Service: 5 Units of Service to All Clients
Meal 28,420 3,834

5. Number of Units of Service to Eligible Clients: 3,834

6. Goals (check all that apply):
Cities of Wink and Kermit of Winkler County, Texas ☐ I ☐ II ☒ III ☐ IV ☐ V

7. Geographical Area Served: Cities of Wink and Kermit of Winkler County, Texas

8. Basis of Payment: ☐ Reimbursement ☒ Fixed Unit Rate ☐ Cost Reimbursement ☐ Schedule

10. Estimated Amount of Co-Pay (day care and family planning only): N/A

Contract No. 000184400
Amendment No. 09-28
Page 2 of 2

This Amendment is effective on October 1, 2012

The above-marked changes are adopted by the Department and the Contractor as an amendment to the above-referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the Contract and prior Amendments, if any, shall remain in effect and continue to govern except to the extent modified in this Amendment.

Department of Aging and Disability Services
Signature: Toni Sargent Date: 9-18-12
Signature-Contractor Representative: Bonnie Lock Date: 9-17-12
Name of Department Representative (Print or type): Toni Sargent
Name of Contractor Representative (Print or type): Bonnie Lock
Community Services Division Director
Title of Department Representative (Print or type): Support Director
Title of Contractor Representative (Print or type):
Legal Approval: _____

Texas Department of Aging and Disability Services
Form 2029-A
HOM 1 x 12
July 2011

State of Texas \$
County of Travis \$

Community Services Contract Amendment

SECTION I - CONTRACTOR INFORMATION

| | | |
|------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| Legal Name of Entity (Contractor): Winkler County | Contract No.: 000184400 | Contract Type: CCAD-HOM |
| Domiciliary Business Address (if applicable): 419 East Campbell, Kermit, Texas 79745 | Amendment No.: 09-28 | Region No.: 09 |
| Address of Contractor (Street, City, State, ZIP): 419 East Campbell, Kermit, Texas 79745 | Waiver Contract Area: | Component Code: |

SECTION 2. Change Information

This Amendment to the contract number referenced above (the "Contract") is entered between the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

The Department represents the Health and Human Services (HHS), the Texas Medicaid agency, for any Medicaid services provided under the Contract. The Department, as the representative for HHS, administers community services programs under Title XIX, including Section 1915(c), Title XX of the Social Security Act, and Title 2, Texas Human Resources Code.

The parties agree to amend the Contract as follows:

Check all applicable changes:

☐ The following ☐ counties ☐ MRAs are added to the contract referenced above.

☐ The following ☐ counties ☐ MRAs are deleted from the contract referenced above.

☐ The list of covered counties in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full list of counties served as a result of this amendment.

☐ The attached Form 3691-A, Service Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.

☒ Other: Contractor will provide 3,765 units of Title XX Community Care for the Aged and Disabled/Home Delivered Meals for October 1, 2012 through September 30, 2013 (budget period). The unit rate for each meal is \$4.95, and the approved budget for the budget period is \$18,536.75. The approved budget is reflected in the attached Form 2029, Information Sheet, Purchase of Service Contract, which is incorporated into this amendment. The geographical areas covered by this contract are the cities of Wink and Kermit, in Winkler County, Texas.

☐ The Home Delivered Meals provider will serve meals in alternate format (frozen, chilled or shelf-stable) and/or deliver on fewer than five days per week. The alternate delivery terms for the period October 1, 2012 through September 30, 2013 are described on the attached Home Delivered Meals FFY 2013 Waiver Description (Form 2027).

☐ The parties agree that the following provision is hereby added to Section II of the Contract (relating to Contractor Agreements) as though it were set out word-for-word in the Contract:

Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare and state health care programs. Contractor agrees to search monthly the HHS Office of the Inspector General (OIG) and HHS-COIG List of Excluded Individuals/Firms (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHS-COIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

Texas Department of Aging and Disability Services

Information Worksheet
Purchase of Service Contract

Contract/Vendor Number: 000184400 Region Number: 09 County Number: 248

SECTION I - CONTRACTOR DATA

Legal Name: Winkler County
Contract Effective Date: 10-01-1999
Contract Termination Date: Open
Address (Street, City, State, Zip): 419 East Campbell, Kermit, Texas 79745
Area Code and Telephone Number: (432) 586-6658
Person Authorized to Sign Contract: Bonnie Lock
Title: Winkler County Judge
Ownership: ☒ Public ☐ Non-profit ☐ Profit
Charter Number: N/A Employer ID Number: 756001202 Contact Person: Robin Hawkins Title: Director Area Code and Telephone Number: (432) 586-3831

SECTION II - SUMMARY OF PAYMENT (Enter estimated information in this section.) 17560010858013

| Effective Payment Dates | Budget Name | Budget Number | Unit Rate | Estimated Number Eligible Units | Estimated Local Funds | Estimated DAOS Funds | Estimated Budget Amount |
|--------------------------|----------------|---------------|-----------|---------------------------------|-----------------------|----------------------|-------------------------|
| 10-01-2011/09-30-2012 | Winkler County | 01 | \$4.96 | 3,765 | \$0.00 | \$18,536.75 | \$18,536.75 |
| Estimated Contract Total | | | | | \$0.00 | \$18,536.75 | \$18,536.75 |
| Percent of Contract | | | | | 0% | 100% | 100% |

SECTION III - SERVICE

Program Activity Name: Community Care for the Aged and Disabled, In-Home Care Code: E51
Service Activity Name: Home Delivered Meals Code: 96G

SECTION IV - CLIENT DATA

1. Client Categories to be Served (check all that apply):
☒ Current TANF ☒ Current SSI ☒ NPA Food Stamp Recipient ☒ MAG Income Eligible
☒ Other Income Eligible ☒ Without Regard to Income ☐ Ineligible

2. Total Number of Client to be Served: 111-112
☒ Per day ☐ Per week ☐ Per month

3. Number of Eligible Clients to be Served: 15
☒ Per day ☐ Per week ☐ Per month

4. Unit of Service: 5 Units of Service to All Clients
Meal 28,040 3,765

5. Number of Units of Service to Eligible Clients: 3,765

6. Goals (check all that apply):
Cities of Wink and Kermit of Winkler County, Texas ☐ I ☒ II ☒ III ☐ IV ☐ V

7. Geographical Area Served: Cities of Wink and Kermit of Winkler County, Texas

8. Basis of Payment: ☐ Reimbursement ☒ Fixed Unit Rate ☐ Cost Reimbursement ☐ Schedule

10. Estimated Amount of Co-Pay (day care and family planning only): N/A

| 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | | | | | | | | | | | |
|---|--|---|--|---|--|---|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|----|--|-----|--|----|--|----|--|----|--|----|--|-----|--|
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| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | |
| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

[illegible]

| Winchester County, Virginia - Department of Aging and Community Services - Home Delivered Meals - Budget Worksheet | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------|-------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|
| Line Item | Description | Current Year Budget | Current Year Actual | Current Year Variance | Current Year Budget | Current Year Actual | Current Year Variance | Current Year Budget | Current Year Actual |
| 1000 | Salaries | 1,200,000 | 1,150,000 | 50,000 | 1,200,000 | 1,150,000 | 50,000 | 1,200,000 | 1,150,000 |
| 2000 | Benefits | 300,000 | 280,000 | 20,000 | 300,000 | 280,000 | 20,000 | 300,000 | 280,000 |
| 3000 | Travel | 50,000 | 45,000 | 5,000 | 50,000 | 45,000 | 5,000 | 50,000 | 45,000 |
| 4000 | Supplies | 100,000 | 90,000 | 10,000 | 100,000 | 90,000 | 10,000 | 100,000 | 90,000 |
| 5000 | Contractual | 200,000 | 190,000 | 10,000 | 200,000 | 190,000 | 10,000 | 200,000 | 190,000 |
| 6000 | Capital Equipment | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 7000 | Debt Service | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 8000 | Interest | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 9000 | Other | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 10000 | Total | 2,000,000 | 1,900,000 | 100,000 | 2,000,000 | 1,900,000 | 100,000 | 2,000,000 | 1,900,000 |

| Winchester County, Virginia - Department of Aging and Community Services - Home Delivered Meals - Budget Worksheet | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------|-------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|
| Line Item | Description | Current Year Budget | Current Year Actual | Current Year Variance | Current Year Budget | Current Year Actual | Current Year Variance | Current Year Budget | Current Year Actual |
| 1000 | Salaries | 1,200,000 | 1,150,000 | 50,000 | 1,200,000 | 1,150,000 | 50,000 | 1,200,000 | 1,150,000 |
| 2000 | Benefits | 300,000 | 280,000 | 20,000 | 300,000 | 280,000 | 20,000 | 300,000 | 280,000 |
| 3000 | Travel | 50,000 | 45,000 | 5,000 | 50,000 | 45,000 | 5,000 | 50,000 | 45,000 |
| 4000 | Supplies | 100,000 | 90,000 | 10,000 | 100,000 | 90,000 | 10,000 | 100,000 | 90,000 |
| 5000 | Contractual | 200,000 | 190,000 | 10,000 | 200,000 | 190,000 | 10,000 | 200,000 | 190,000 |
| 6000 | Capital Equipment | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 7000 | Debt Service | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 8000 | Interest | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 9000 | Other | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 | 5,000 | 100,000 | 95,000 |
| 10000 | Total | 2,000,000 | 1,900,000 | 100,000 | 2,000,000 | 1,900,000 | 100,000 | 2,000,000 | 1,900,000 |

8/20/12 3:12 PM
Provider Name: Winchester County
AAA Name: Aging Agency on Aging of the Potomac Basin
Region Number: Region 2/3

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year: 1,922,207.07

2. Total Number of Anticipated Meals to be Provided by Funding Source: 28,249

3. Whole Unit Rate (Line 1 divided by Line 2): 6.80

4. Per Meal Unit Rate Calculation:
a. Proposed NSP per Meal Value: 0.00
b. Rate Less NSP per Meal Value: 6.80
c. Mandatory Local Match of 10%: 0.68
d. If Applicable, Match Reduction from the Invoiced Match: 0.00
e. Required Cash Match: 0.68
f. Proposed Meal Rate (Line 3 minus Line 4): 6.12
g. Rate Cap Application of the NSP, Title IX and CBOE, All AAA Common Providers: 6.12
h. Escrow of Cap Rate Production: 0.77
i. Accrued Unit Rate for Current Year: 6.12

5. Signature of Contracted Provider: [Signature]
6. Signature of Aging Agency on Aging of the Potomac Basin: [Signature]
7. Signature of County Clerk: [Signature]

8/20/12 3:12 PM
Provider Name: Winchester County
AAA Name: Aging Agency on Aging of the Potomac Basin
Region Number: Region 2/3

Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION

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.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I 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.

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 partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Winchester County
Name of Contracted Provider: [Signature]
Date: 9-17-12

County Clerk
Name of County Clerk: [Signature]
Date: 9-18-12

Signer Authority:
☐ Sole Proprietor
☐ Partner
☐ Corporate Officer
☒ Association Officer
☐ Board Member
☐ Governmental Official

6/30/12 3:32 PM
AAA Name: Area Agency on Aging of the Palmar Basin
Region Number: Region 2/3
Home Delivered Meals
IN-KIND MATCH CERTIFICATION

Provider: Winkler County

In-karş (Contributions): 30

For any items identified below, you must maintain support documentation.

[illegible]

Note. All contributions must meet the requirements of IRS Publication 561 (<http://www.irs.gov/pub/irs-pdf/p561.pdf>).

Examples of Documentation include:


1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if owner center, based on property value and center participation)

- Label: 1 Minimum wage
2 Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at <http://twc.state.tx.us/wage2.aspx>.

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

- Utilities. 1 Copy of Bill
2 Agreement of Amount Paid if Partial

Winkler County
Name of Contracted Provider
9-17-12

Dannie Leck
Printed/Typed Name of Signer

Signature

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| B0312 3:32 PM | |
| Department of Aging and Disability Services | |
| Congregate Meals - Request for Waiver | |
| Federal Contract Period: 10-01-12 / 09-30-13 | |
| Provider Must be a AAA Congregate Nutrition Provider | |
| (Number) Provider's Legal Business Name _____ Street Address _____ Mailing Address _____ City _____ Zip Code _____ Contact Name _____ | |
| AAA Provider: _____ AAA Contract Number: _____ | |
| 1) Does this Number provider have an approved Congregate Nutrition Waiver for 2012? _____ | |
| Waiver to Sample Congregate Meals less than five (5) days per week. | |
| 2) Number of meal sites included in this waiver: _____ | 0% |
| 3) Percentage of total meal sites included in this waiver: _____ | |
| 4) The circumstances necessitating the waiver request: (select "yes" for each that apply) | |
| <input type="checkbox"/> Rural area where 5 days a week is not feasible <input type="checkbox"/> Low number of consumers at the site <input type="checkbox"/> Insufficient number of staff or volunteers <input type="checkbox"/> Insufficient funding <input type="checkbox"/> Other _____ | |
| 5) If other, a reason for the request must be provided: _____ | |
| 6) If the answer to question one is no, how will the consumers and the general public be notified of the change in the pattern of meal service: _____ | |
| <input type="checkbox"/> Local newspaper <input type="checkbox"/> Flyers <input type="checkbox"/> Posting at the meal site <input type="checkbox"/> Other _____ | |
| 7) If other is selected method used must be provided: _____ | |
| Affirmations | |
| By submitting this waiver request to the Texas Department of Aging and Disability Services (DADS, Access and Intake Division) requesting this waiver assures agreement to all AAA contract/vendor agreement requirements and applicable Texas Administrative Codes. | |
| 8) Provider Signature _____ | Date _____ |


[illegible][illegible]

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE


| | | | | |
|-----------------------------------------------------------------------------|--------------|-----------------------------------|------------------|------------------------|
| 1. Total Supplemental Expenses for Contract Year | | | | 1. <u>\$ 12,722.00</u> |
| 2. Total Number of Anticipated Meals to be Provided by Purchasing Source | | | | |
| | DADS AHA AAA | Other Funds Expend Meals | Other Sources \$ | |
| | 1,087 | 738 | 0 | |
| | | Other Funds - Non-Expend Meals | Other Sources \$ | |
| Program Income | 496 | 0 | 0 | 2. <u>1,821</u> |
| 3. Whole Unit Rate (Line 1 divided by Line 2) | | | | 3. <u>\$ 5.89</u> |
| Reimbursement Calculation | | | | |
| 4. Projected NSOP per Meal Value | DADS AHA AAA | | | |
| | 6.69 | | | |
| 5. Rate Less NSOP per Meal Value | | \$ | 5.20 | |
| 6. Mandatory Local Match of 10% | \$ | 0.52 | | |
| 7. If Applicable, Match Reduction From the Mandatory Match Requirement Form | \$ | | | |
| Required Cash Match | \$ | 0.52 | | |
| 7. Proposed Meal Rate (Line 5 minus Line 7) | \$ | 5.37 | | |

* If any portion of the request/correction is linked, you must complete an In-Link Match Certification Form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

| | |
|-----------------------------------------------------------------------------------|----------------------------|
| Winkler County | Boone Lock |
| Legal Name of Contract Provider | Present/yes Name of Signer |
|  | 9-17-12 |
| Signature | Date |

Area Agency on Aging of the Permian Basin
Name of Area Agency on Aging

Jeannie Ragin
Printed/Typed Name of Signer

Signature

09/04/12

BUDGET WORKSHEET CERTIFICATION


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.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I 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.

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 partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Winkler County
Name of Contracted Provider
9-17-12
Date

Bonnie Leck
Printed/Typed Name of Signer


Signature

Signer Authority: ☐ Sole Proprietor ☐ Association Officer
 (check one) ☐ Partner ☐ Board Member
☐ Corporate Officer ☒ Governmental Official

8/30/12 3:32 PM
AAA Name: Area Agency on Aging of the Permian Basin
Congregate Meals
IN-KIND MATCH CERTIFICATION
Provider: Winkler County
In-kind Contribution(s) \$0

For any item identified below, you must maintain support documentation.

[illegible]

Note: All contributions must meet the requirements of IRS Publication 561: <http://www.irs.gov/pub/irs-pdf/p561.pdf>


Examples of Documentation include:

- Re:**
1. Letter of Agreement with Owner
 2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if service center based on property value and center participation)
- Labor:**
1. Minimum wage
 2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at: <http://www.twc2.com/>.

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

- Utilities 1. Copy of Bill
 2. Agreement of Amount Paid if Partial

Winkler County
Name of Contracted Provider
9-17-12
Date

Bonnie Leck
Printed/Typed Name of Signer

Signature

[illegible]

[illegible]

5/30/2013 2:22 PM
 Winkler County
 AAA Name: Arens Agency on Aging of the Permian Basin
 Participant Assessment
BUDGET WORKSHEET CERTIFICATION

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

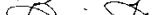
- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable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

Bonnie Leck
 Winkler County Judge
 Printed/Typed Name of Signer

September 17, 2012
 Date


 Signature

Signer Authority:
 ☐ Sole Proprietor
 ☐ Association Officer
 ☐ Board Member

☐ Partner
 ☐ Other (Official)

☐ (check one)

[illegible][illegible][illegible]

B/30/10 3:37 PM

Provider Name: Western County

AAA Name: Area Agency on Aging of the Piedmont Region

Transportation

BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

| | | | | | |
|--------------------------------------------------------------|--|-----------------|----|----------|--|
| 1. Total Budgeted Expenses for Contract Year | | | 1. | <u>5</u> | |
| 2. Total Number of Anticipated Units to be Provided | | | | | |
| GAOS ASD AAA - 10 % | | Program Income | | | |
| Match Required | | Local Funds - | | | |
| GAOS ASD AAA - 25 % | | Grants/Fees | | | |
| Match Required | | Other Sources 7 | | | |
| GAOS ASD AAA - Full Unit | | Other Funds - | | | |
| Rate | | Non-Charge | | | |
| | | Trip | | | |
| | | Other Sources 8 | | | |
| | | | 2. | | |
| 3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate | | | 3. | <u>5</u> | |

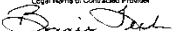
Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

| | | | | | |
|------------------------------------------------------------------------------------------|--|--|----|----------|--|
| 4. Mandatory Local Match of 10% | | | 4. | <u>1</u> | |
| If Applicable, Match Reduction from the In-line Match. Certification form Required Match | | | | | |
| 5. Full Unit Rate Less Required Match (Line 3 minus Line 4) | | | 5. | <u>4</u> | |
| 6. Mandatory Local Match of 25% | | | | | |
| If Applicable, Match Reduction from the In-line Match. Certification form Required Match | | | | | |
| 7. Full Unit Rate Less Required Match (Line 3 minus Line 4) | | | 7. | <u>4</u> | |

**If any portion of the required match is in-kind, you must complete an In-line Match Certification form.

Contract Reimbursement at Full Cost per Unit Rate: Match Requirements Will Be Met Through Provision of Additional Units

| | | |
|---|-----------------|----------|
| 1 | Contractor Name | AAA Unit |
|---|-----------------|----------|

Winkler County
 Legal Name of Contracted Provider

 Signature
 Bonnie Leck
 Winkler County Judge
 Printed/Typed Name of Signer

Area Agency on Aging of the Piedmont Region
 Name of Area Agency on Aging

Signature
 Printed/Typed Name of Signer

September 17, 2012

BUDGET WORKSHEET CERTIFICATION

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.
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- I 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.

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Winkler County
Name of Contracted Provider

September 17, 2012
Date

Bonnie Leck
Winkler County Judge

Printed/Typed Name of Signer

Bonnie Leck

Signature

Signer Authority: ☒ Sole Proprietor ☐ Associate Officer
 (check one) ☐ Partner ☐ Board Member
☐ Corporate Officer ☒ Governmental Official

IN-KIND MATCH CERTIFICATION

Provider: Winkler County

In-kind Contribution(s): _____ \$

For any item identified below, you must maintain support documentation.

[illegible]

Note: All contributions must meet the requirements of IRS Publication 561.
<http://www.irs.gov/pub/irs-pdf/p561.pdf>

Examples of Documentation: Exclude:

Rent:

1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:


1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at <http://www.twc.state.tx.us>

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:

1. Copy of Bill
2. Agreement of Amount Paid if Partial

Winkler County
Name of Contracted Provider
September 17, 2012
Date

Bonnie Leck
Winkler County Judge
Printed/Typed Name of Signer

Signature

8/30/2012 3:32 PM

Submission #

Department of Aging and Disability Services
Uniform Rate Negotiation Workbook/Budget
Federal Contract Period: 12-01-12 / 09-30

Federal Contract Period: 10-01-12 / 09-30-13

Federal Contract Period: 10-01-12 / 09-30-13

Common Provider

Nutrition Providers Legal Business Name: Winkler County
 Street Address: 416 E. Campbell
 Mailing Address: P.O. Box 275
 City: Kennel
 Zip Code: 76745
 Phone Number: 432-585-6658
 E-mail Address: wink527@winkco.net
 Contact Name: Robert Hawkins

Nutrition Providers # 03016 003716

Nutrition Providers website address:

- | | | |
|--------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------|
| 13 | Did this Nutrition provider complete a rule setting workshop last year? | Yes |
| 14 | If Yes what was the provider name listed on the workbook? | Wendy County |
| 15 | Is the Provider a AAAA Provider? | |
| 16 | If Yes, select the AAAA Name: | Age Agency as Agency of the Permit Grant |
| 17 | If Yes, contract name of AAAA: | Jessie Rogers |
| 18 | If Yes, is it a contract or vendor relationship? | Vendor |
| 19 | Is the Provider a CMHS Community Services Provider? | Yes |
| 20 | If Yes, Contract Manager name in CMHS Community Services: | Charles Shaver |
| 21 | If Yes, select the CMHS Region number: | Region 29 |
| 22 | If Yes, enter the CMHS contract number: | CMHS 1846555 CSHA 1017693 |
| Service Delivered Information | | |
| Home Delivered Meals | | |
| 23 | Does this Nutrition provider serve home delivered meals paid for by CMHS or the AAAA? | Yes |
| 24 | Does this Nutrition provider have an approved Home Delivered Nutrition Waiver for 2017? | Yes |
| 25 | Is this Nutrition provider requesting a Home Delivered Nutrition Waiver for 2017? | No |
| 26 | Total number of home delivered meal cycles used by this provider: | 0 |
| 27 | Total number of meal preparation sites used by this provider: | 1 |
| Congregate Meals | | |
| 28 | Does this Nutrition provider serve congregate meals paid for by the AAAA? | Yes |
| 29 | Does this Nutrition provider have an approved Congregate Nutrition Waiver for 2017? | Yes |
| 30 | Is this Nutrition provider requesting a Congregate Nutrition Waiver for 2017? | No |
| 31 | Total number of meal preparation sites used by this provider: | 1 |
| 32 | Total number of meal sites used by this provider: | 1 |

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 33⅓ 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.

Unit Definition: One Meal

Service Area: 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 33⅓ 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](http://www.aoa.gov/AoARoot/About/Authorizing%20Statutes/index.aspx).

Targeting: 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:

1. Provide services in accordance with current or revised DADS policies and standards and the OAA.
2. 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:
1. 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, NOT 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:

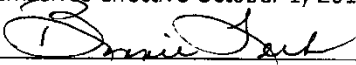
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title 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 bind themselves effective October 1, 2012.

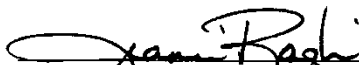


 Authorized Vendor Signature

 Bonnie Leck
 Print Name

 Winkler County Judge
 Title

 September 17, 2012
 Date



 AAA Authorized Signature

 Jeannie Raglin
 Printed Name

 Area Agency on Aging of the Permian Basin
 Agency

 P.O. Box 60660
 Address

 Midland, TX 79711
 City, State, Zip

 07/24/12
 Date



**Of The Permian Basin Regional
Planning Commission**

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 (AAPB) 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 AAPB 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 79745 | |
| 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: <input type="checkbox"/> Governmental Agency <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private For Profit <input type="checkbox"/> City Government <input checked="" type="checkbox"/> County Government <input type="checkbox"/> Other: | |
| Authorizing Official: Bonnie Leck | Title: Winkler County Judge |
| Email Address: bonnie.leck@co.winkler.tx.us | Telephone: (432) 586-6658 |
| Billing Contact Person and billing address: Robin Hawkins P.O. Box 275, Kermit, TX 79745 | Title: Meals Director |
| Email Address: hawkins_robin@sbcglobal.net | Telephone: (432) 586-3631 |
| Number of Years Organization has been in business: 100+Years | Is Organization Bonded (<u>Attach</u> certificate of bonding ins.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, provide details: |
| Does Organization have liability insurance? (<u>Attach</u> certificate of all insurances) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <u>Attach a copy of all applicable State and Federal licenses and /or certifications for your business.</u> |

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: Congregate Meals

| | |
|-------------------------------------------|-------------------------------|
| A. Service Area: Winkler County | |
| B. Proposed AAA cost per unit: \$ 5.37 | Standard cost per Unit: \$ |

2. Proposed Service: Home Delivered Meals

| | |
|-------------------------------------------|-------------------------------|
| A. Service Area: Winkler County | |
| B. Proposed AAA cost per unit: \$ 4.95 | Standard cost per Unit: \$ |

3. Proposed Service:

| | |
|--------------------------------------|-------------------------------|
| A. Service Area: | |
| B. 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:

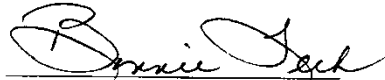
- Affirmative Action Plan
- Signed Statement indicating compliance with the Civil Rights Act of 1964
- Signed Certification Regarding Debarment

Signature:

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

Bonnie Leck

Printed Name



Authorized Signature

September 17, 2012

Date

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 | \$300,000 |
| Employee Benefits Liability | \$100,000 |
| Medical Payment Per Person | \$ 1,000 |
- Item E. DEDUCTIBLE:** \$5,000
- Item F. TOTAL ANNUAL CONTRIBUTION:** \$24,323
- Item G. NOTICE OF ACCIDENT:**
Notice of an accident or claim (including service of process) is to be delivered immediately to the Pool via the 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.)
- Item H. NAMED MEMBER'S DESIGNATED Risk Management Pool Coordinator:** Ms. Jeanna Willhelm, CIO
- Item I. 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)

This Agreement is issued by Karen Baker, as authorized representative of the Pool on December 15, 2011 at Austin, Texas.

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

**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/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/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 potential 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/grant was 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 Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which 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 changed circumstances.
3. 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/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter 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 of Aging and Disability Services as applicable.
Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES ☒ NO
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.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is 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/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with 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 States 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.

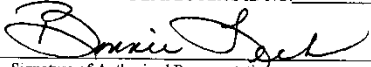
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

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

- ☒ The potential contractor/grantee certifies, 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/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE Winkler County

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. 75-6001202



Signature of Authorized Representative
September 17, 2012

Date

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.

INSTRUCTIONS FOR CERTIFICATION

- 2 -

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 it 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

The 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:

Title VI of the Civil Rights Act of 1964, 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 implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

| Total Staff: | # Full Time | # Part Time |
|---------------------|-------------------------|-------------------------|
| Older Persons (60+) | # _____ % | # _____ % |
| Minority | # _____ % | # _____ % |
| Women | # <u>1</u> <u>100</u> % | # <u>1</u> <u>100</u> % |

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

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:

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

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 Hospital 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: _____
Bonnie Leck
Winkler County Judge

Date

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

BY: _____
Bill Ernst
Administrator

Date

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: | <u>Winkler County</u> | Reporting Period: (fiscal year) | <u>1/1/10-12/31/10</u> |
| Agency Mailing Address: | <u>Constable Precinct 1 & 3</u> <u>Drawer 0</u> <u>Kermit, TX 79745</u> | example: | 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc. |
| Phone Number: | <u>432-586-3161</u> | | |
| County: | <u>Winkler</u> | | |
| Email Address: | <u>jwillhelm@co.winkler.tx.us</u> | This should be a permanent agency email address | |

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

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| I. 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 forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account. | |
| | \$ -0- |
| B) 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) Amount Returned to Defendants/Respondents..... | \$ -0- |
| D) Ending Balance..... | \$ -0- |
| Instructions: Add lines A, and B(1), subtract line C, put total in line D. | |
| II. 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. | |
| | \$ -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 - |

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. | Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)..... | \$ - 0 - |
| 2. | Salary Budgeted Solely From Forfeited Funds..... | \$ - 0 - |
| 3. | Number of Employees Paid Using Forfeiture Funds | - 0 - |
| B) | Total Overtime Paid out of Chapter 59 Funds | \$ - 0 - |
| 1. | For Employees Budgeted by Governing Body..... | \$ - 0 - |
| 2. | For Employees Budgeted Solely out of Forfeiture Funds..... | \$ - 0 - |
| 3. | Number of Employees Paid Using Forfeiture Funds..... | - 0 - |
| C) | Total Equipment Paid for with Chapter 59 Funds..... | \$ - 0 - |
| 1. | Vehicles..... | \$ - 0 - |
| 2. | Computers..... | \$ - 0 - |
| 3. | Firearms, Vests, Personal Equipment..... | \$ - 0 - |
| 4. | Furniture..... | \$ - 0 - |
| 5. | Software..... | \$ - 0 - |
| 6. | Maintenance Costs..... | \$ - 0 - |
| 7. | Uniforms..... | \$ - 0 - |

| | | |
|----|---------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. | Building Purchase | \$ -0- |
| 2. | Lease Payments | \$ -0- |
| 3. | Remodeling | \$ -0- |
| 4. | Maintenance Costs | \$ -0- |
| 5. | Utilities | \$ -0- |
| 6. | Other (Provide Detail on Additional Sheet) | \$ -0- |
| J) | Total Miscellaneous Fees Paid Out of Chapter 59 Funds | \$ -0- |
| 1. | Court Costs | \$ -0- |
| 2. | Filing Fees | \$ -0- |
| 3. | Insurance | \$ -0- |
| 4. | Witness Fees | \$ -0- |
| 5. | Audit Costs and Fees | \$ -0- |
| 6. | Other (Provide Detail on Additional Sheet) | \$ -0- |
| K) | Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report) | \$ -0- |
| | | -0- |
| L) | TOTAL EXPENDITURES | \$ -0- |

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

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY
MANAGER
(Printed Name):

Bonnie Leck

SIGNATURE:

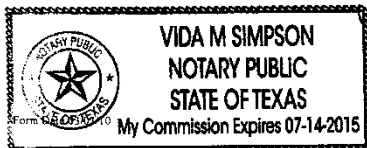
Bonnie Leck

DATE:

9-17-12

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 in and for the State of Texas

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

| | | | |
|-------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------|
| Agency Name: | <u>Winkler County</u> | Reporting Period: (local fiscal year) | <u>01/01/11-12/31/11</u> |
| Agency Mailing Address: | <u>Constable Precinct 1 & 3</u> <u>Drawer 0</u> <u>Kermit, TX 79745</u> | example: | <u>01/01/11 to 12/31/11,</u> <u>09/01/10 to 08/31/11 etc.</u> |
| Phone Number: | <u>432-586-3161</u> | | |
| County: | <u>Winkler County</u> | | |
| Email Address: | <u>jwillhelm@co.winkler.tx.us</u> | This should be a permanent agency email address | |

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

| I. 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 forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account. | \$ 0 |
| B) 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 |
| D) Amount Returned to Defendants/Respondents: | \$ 0 |
| E) 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 |
| F) Ending Balance: Instructions: Add lines A, B(1), and C, subtract lines D and E, put total in line F. | \$ 0 |

II. 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. | \$ 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. | \$ 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. | \$ 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 |
|-------------------------------------------------------------------------------------------------------------------------------|--------|---------------------|--------------------------------------|------------------------|
| 1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.) | 0 | 0 | 0 | 0 |
| 2) REAL PROPERTY (Count each parcel seized as one item) | 0 | 0 | 0 | 0 |
| 3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item) | 0 | 0 | 0 | 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 | 0 | 0 | 0 |
| Other Property -Description: | 0 | 0 | 0 | 0 |
| Other Property -Description: | 0 | 0 | 0 | 0 |

IV. **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): | 0 |
| 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 |
| 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) | SALARIES | |
| 1. | Increase of Salary, Expense, or Allowance for Employees (Salary Supplements): | \$ 0 |
| 2. | Salary Budgeted Solely From Forfeited Funds: | \$ 0 |
| 3. | Number of Employees Paid Using Forfeiture Funds: | 0 |
| | TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS: | 0 \$ 0 |
| B) | OVERTIME | |
| 1. | For Employees Budgeted by Governing Body: | \$ 0 |
| 2. | For Employees Budgeted Solely out of Forfeiture Funds: | \$ 0 |
| 3. | Number of Employees Paid Using Forfeiture Funds: | 0 |
| | TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS: | \$ 0 |

| C) EQUIPMENT | |
|---------------------------------------------------------|-------------|
| 1. Vehicles: | \$ 0 |
| 2. Computers: | \$ 0 |
| 3. Firearms, Vests, Personal Equipment: | \$ 0 |
| 4. Furniture: | \$ 0 |
| 5. Software: | \$ 0 |
| 6. Maintenance Costs: | \$ 0 |
| 7. Uniforms: | \$ 0 |
| 8. K9 Related Costs: | \$ 0 |
| 9. Other (Provide Detail on Additional Sheet): | \$ 0 |
| TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS: | \$ 0 |

| D) SUPPLIES | |
|-----------------------------------------------------------------|-------------|
| 1. Office Supplies: | \$ 0 |
| 2. Cellular Air Time : | \$ 0 |
| 3. Internet: | \$ 0 |
| 4. Other (Provide Detail on Additional Sheet) : Feed for horses | \$ 0 |
| TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: | \$ 0 |

| E) TRAVEL | |
|--------------------------------|------|
| 1. Total In State Travel | \$ 0 |
| 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: | \$ 0 |
| b) Air Fare: | \$ 0 |
| c) Meals (including per diem): | \$ 0 |
| d) Car Rental: | \$ 0 |
| 3. Fuel: | \$ 0 |
| 4. Parking: | \$ 0 |

| | | |
|--------------------------------------------|---------------------------------------------|------|
| 5. | Other (Provide Detail on Additional Sheet): | \$ 0 |
| TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS: | | \$ 0 |

| | | |
|---------------------------------------------|---------------------------------------------|------|
| F) | TRAINING | |
| 1. | Fees (Conferences, Seminars): | \$ 0 |
| 2. | Materials (Books, CDs, Videos, etc.): | \$ 0 |
| 3. | Other (Provide Detail on Additional Sheet): | \$ 0 |
| TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS | | \$ 0 |

| | | |
|---------------------------------------------------------|---------------------------------------------|------|
| G) | INVESTIGATIVE COSTS | |
| 1. | Informant Costs: | \$ 0 |
| 2. | Buy Money: | \$ 0 |
| 3. | Lab Expenses: | \$ 0 |
| 4. | Other (Provide Detail on Additional Sheet): | \$ 0 |
| TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: | | \$ 0 |

| | | |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------|
| H) | TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE | |
| 1. | Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j)): | \$ 0 |
| 2. | Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)): | \$ 0 |
| TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o)): | | \$ 0 |

| | | |
|----------------------------------------------------|---------------------------------------------|------|
| I) | FACILITY COSTS | |
| 1. | Building Purchase: | \$ 0 |
| 2. | Lease Payments: | \$ 0 |
| 3. | Remodeling: | \$ 0 |
| 4. | Maintenance Costs: | \$ 0 |
| 5. | Utilities: | \$ 0 |
| 6. | Other (Provide Detail on Additional Sheet): | \$ 0 |
| TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: | | \$ 0 |

| | | |
|----|--------------------|------|
| J) | MISCELLANEOUS FEES | |
| 1. | Court Costs: | \$ 0 |
| 2. | Filing Fees: | \$ 0 |

| | |
|-------------------------------------------------------------------------------------------------------------------------------|------|
| 3. Insurance: | \$ 0 |
| 4. Witness Fees: | \$ 0 |
| 5. Audit Costs and Fees: | \$ 0 |
| 6. Other (Provide Detail on Additional Sheet): | \$ 0 |
| TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS: \$ 0 | |
| K) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT: | \$ 0 |
| L) TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report): | \$ 0 |
| M) TOTAL EXPENDITURES: | \$ 0 |

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

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.

COUNTY JUDGE, MAYOR or CITY
MANAGER
(Printed Name):

Bonnie Leck

SIGNATURE:

Bonnie Leck

DATE:

9-17-12

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Constable Precinct 1&3 Vacant at present time

SIGNATURE:

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_____.

COUNTY CLERK