

A3

TEXAS A & M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Mark Arnold
COUNTY: Ellis

TITLE: County Extension Agent – Agriculture
MONTH: April 2015

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/1	Ennis area-Ennis Noon Lions Program	42		
4/2	Waxahachie area-Ellis County Youth Expo setup	68		
4/3	Waxahachie area-Ellis County Youth Expo setup	22		
4/4	Waxahachie area-Ellis County Youth Expo setup	79		
4/5	Waxahachie area-Ellis County Youth Expo setup	30		
4/6	Waxahachie area-Ellis County Youth Expo	20		
4/7	Waxahachie area-Ellis County Youth Expo	10		
4/8	Waxahachie area-Ellis County Youth Expo	6		
4/9	Waxahachie area-Ellis County Youth Expo	15		
4/10	Waxahachie area-Ellis County Youth Expo	11		
4/11	Waxahachie area-Ellis County Youth Expo	12		
4/12	Waxahachie-Abilene-TCAAA Annual Industries Committee Meeting	212		
4/13	Abilene-Waxahachie-TCAAA Annual Industries Committee Meeting, 4-H Beef Project Selection	290		
4/14	Waxahachie-Dallas-return-Agent In-service Training-Turf	128		
4/15	Waxahachie-Waco-return-B.I.G. Executive Committee Meeting	127		
4/16	Waxahachie area-Producer consultation-Beef/Forage	16		
4/17	Bardwell/Italy area-Producer consultation-Row Crops	79		
4/18	Waxahachie-Meridian-Snyder-Sweetwater-District 8 4-H Roundup/4-H Beef Project Selection	380		
4/19	Sweetwater-Waxahachie-Beef Project Selection	235		
4/20	Waxahachie-Fort Worth-TCAAA Animal Industries Meeting with Fort Worth Stock Show Officials	103		
4/21	Waxahachie-Bardwell areas-Homeowner consultation-Turf/Plant Cotton Demonstration Plots	110		

4/22	Waxahachie-McGregor-Waxahachie-Agent In-Service Training	162		
4/23	Waxahachie-Nash area-Grain Sorghum demonstration	17		
4/24	Waxahachie-Ennis area-4-H Livestock Project visits/ District Livestock Judging Contest-Waxahachie-College Station	230		
4/25	College Station-Waxahachie-District Livestock Judging	170		
4/27	Waxahachie area-Italy-4-H Beef Project selection	120		
4/28	Waxahachie area-New Landowners Program	10		
4/29	Waxahachie area-FSA-CEB/Co Committee Meeting	12		
4/30	Waxahachie area-TCFF Meeting/Issue	17		
		2733		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: May 1, 2015

Signed: _____

Mark Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 2733****Selected major activities since last report****April 2015**

- 4/1 Ennis Noon Lions Club Program- "Emergency Preparedness" 75 present
- 4/6-11 Ellis County Youth Expo- over 700 area 4-H/FFA students competed with livestock, Ag mechanic and creative arts projects. Over \$500,000 raised at Saturday's Premium Sale.
- 4/13 Agent attended TCAA Animal Industries Meeting to prepare for annual meeting with Major Stock Show officials in May. Agent serves as the Chairman of this committee.
- 4/14 Agent attended Turf grass In-Service Training in Dallas.
- 4/15 Agent attended Blackland Income Growth Executive Board Meeting in Waco. Bill Foshea of Midlothian serves as the Vice-Chair and Steve Beakley of Bardwell serves as the Grain Committee Chair.
- 4/18 Agent attended District 8 4-H Roundup in Meridian. Assisted Ellis County 4-H members, parents, leaders and other agents as needed.
- 4/20 Master Naturalist volunteers and Ellis jail trustees cleaned up area and tree line trash behind the Extension office.
- 4/20 Agent and Agriculture Science Teachers Animal Industries Representatives met with Fort worth Stock Show officials to discuss changes, rule changes and potential judges.
- 4/21 Lawn consultation with homeowner. Waxahachie Lake area.
- 4/21 Cotton Variety Demonstration established. Bardwell area
- 4/21 "AG 101" class began, will run each Tuesday for four weeks. Basic soils, plant fertility, pasture manage livestock considerations and pond management covered.
- 4/22 Grain Sorghum Variety Plot established. Waxahachie area
- 4/24-25 District Livestock Judging Contest. College Station- 5 Ellis County 4-H members participated.
- 4/30 Ellis County Agents and Leadership Advisory Board conducted the 2015 Texas Community Future Forum to identify, prioritize, and validate issues affecting Ellis County and to assist in educational programs and outreach locally. 12 attended the final identification/validation meeting. More than 125 area residents participated in issue identification.

Educational Programming

Programs	6
Participants	1300

Educational Contacts

Site Visits 4-H	6
Site Visits Ag	6
Telephone	114
MG/MN Telephone	62
Office Visits	108
E-Mails	2734
Newsletter/Letters	18
E-Gardening Newsletters	1297

Media Outreach:

Website hits	129
News Releases	1
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

- 5/4 TCAA Animal Industries Committee Meeting with all Texas Major Stock Show Officials to discuss rule changes, etc. Waco
- 5/4 Ellis County Wheat and Winter Small Grain Field Day-4 p.m.- Bardwell
- 5/5 Ag Awareness Day-Area 4th/5th Graders targeted-Waxahachie
- 5/5 "AG 101" Class-Waxahachie
- 5/12 District Agent In-Service Training-Stephenville
- 5/19 Waxahachie Noon Lions Club Program-Waxahachie

Mark Arnold**Name****Ellis****County****County Extension Agent - Agriculture****Title****05/01/15****Date**

Texas AgriLife Extension
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL
TITLE: County Extension Agent - Family & Consumer Sciences
MONTH: April 2015

NAME: Rita Hodges
 COUNTY: Ellis

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/6	Ennis, Waxahachie (Youth Expo preparation, Better Living for Texans program, 4-H)	62		
4/7	Waxahachie (Youth Expo-Creative Arts)	24		
4/8	Waxahachie (Youth Expo Concession Stand)	22		
4/9	Waxahachie (Better Living for Texans, 4-H, Youth Expo, Master Wellness Volunteers, Senior Center)	31		
4/10	Hillsboro, Waxahachie (Program materials, Master Wellness Volunteers, Better Living for Texans, 4-H)	105		
4/13	Waxahachie (Better Living for Texans, 4-H, Master Wellness Volunteers)	31		
4/14	Waxahachie (Master Wellness Volunteer Training, "Learn, Grow, Eat & Grow" Training, 4-H, Better Living for Texans)	24		
4/15	Glenn Heights, Waxahachie (Nutrition Program, Dinner Tonight, 4-H, Better Living for Texans)	32		
4/16	Waxahachie (TX DOT, 4-H, Master Wellness Volunteers, Walk Across Texas, Better Living for Texans)	22		
4/17	Waxahachie (TX DOT, Districted Drivers program, Senior Center, Walk Across Texas, 4-H, Better Living for Texans)	23		
4/27	Waxahachie (Better Living for Texans, Food Demonstration preparation, 4-H Adult Leaders and Council, Walk Across Texas, Child Car Seat Event Planning Meeting)	38		
4/28	Waxahachie (Food Demonstration and program preparation, 4-H planning, Better Living for Texans, FCS Committee Meeting)	18		
4/29	Glenn Heights, Waxahachie (Nutrition Program, Dinner Tonight, Better Living for Texans, 4-H, Walk Across Texas)	41		
4/30	Midlothian, Waxahachie (Texas Community Futures Forum, Walk Across Texas, Senior Center, 4-H, Better Living for Texans)	61		
		534		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: May 1, 2015

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 534

Selected major activities since last report

April 2015

- 4/2 Ellis County 4-H Roundup (22)
- 4/6 Better Living for Texans Program, Ennis (22)
- 4/7 Youth Expo-Creative Arts Competition (250 entries)
- 4/9 BLT Centra
- 4/11 Senior Program, Ennis (31)
- 4/13 Better Living for Texans Program, Ennis (22)
- 4/14 Master Wellness Volunteer Training-Learn, Grow, Eat & Go (8)
- 4/15 City of Glenn Heights program-Increasing Vegetables (15)
- 4/16 City of Waxahachie Health Fair (125)
- 4/17 "Distracted Driving" Program, TXDOT (55)
- 4/27 Ellis County Car Seat Event Planning Meeting (9)
- 4/28 FCS Committee Meeting (8)
- 4/29 Waxahachie Walk Across Texas Celebration (65)
- 4/29 City of Glenn Heights Program-Slow Cooker (15)
- 4/30 Texas Community Futures Forum (12)

Educational Programming:

Programs	13
Participants	642

Educational Contacts:

Site Visits-FCS	11
Telephone	136
Office Visits	33
E-mails	301
Newsletters/Letters	524

Media Outreach:

News Releases	2
Website	129
Facebook	25

Major plans for next month:

- 5/4 Better Living for Texans Program, Ennis
- 5/4 4-H Adult Leaders Association
- 5/4 4-H Council Meeting
- 5/6 Ag Awareness Day
- 5/6 Health Literacy Program
- 5/11 Better Living for Texans Program, Ennis
- 5/12 District 8 Administration Meeting
- 5/13 Health Literacy Program
- 5/14 Better Living for Texans Programs, Ennis
- 5/15 4-H FCS Committee Meeting
- 5/19 FCS Committee Meeting
- 5/26 Child Car Seat Committee Meeting
- 5/27 Health Literacy Program
- 5/28 Better Living for Texans Program, Waxahachie

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

05/01/15

Date

TEXAS A&M *AgriLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH April 2015

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
4/2	County Roundup	5		
4/4	Goat Clipping-Bardwell	37		
4/18	District Roundup	150		
4/20	United Way meeting-Midlothian	32		
Totals		224		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Megan Parr

Date 05/04/2015 Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
April 2015

Selected major activities since last report

Miles traveled: 224

- Attended monthly 4-H meetings
 - Livestock 4-H-15 youth, 25 adults
 - Shooting Sports 4-H-17 youth, 12 adults
 - County Council Officer Interviews-10 youth
- Ellis County Youth Expo
 - Lamb & Goat clipping-2 days, 16 goats
 - Poultry-5 youth
 - Breeding Rabbits-6 youth
 - Market Rabbits-8 youth
 - Swine-16 youth
 - Goats-17 youth
 - Lambs-2 youth
 - Steers-24 youth
 - Heifers-16 youth
 - Creative Arts-16 youth
- Program-Pettigrew Academy
 - Breeds of Chickens/Hatching in the classroom-12 youth, 2 adults
 - Candelng Chickens-10 youth, 1 adult
 - Fun Facts about Goats-10 youth, 1 adult
 - Family Night-4-H Informational-17 youth, 31 adults
- Roundup
 - County Roundup-9 youth advancing to district
 - District Roundup-6 youth participating, 1 advancing to State
- TCFF
 - 125 participants though face-to-face & survey
- Record Book Workshop
 - 30 participants, 12 youth, 18 adults

Educational Contacts

Educational Programming:

Programs 4
 Participants.....84

- Pettigrew Academy, 4 programs: 84 participants

Educational Contacts:

Site Visits 4-H..... 2
 Telephone..... 85
 Office Visits..... 33
 E-mails..... 42
 Newsletters/letters..... 404
 Faxes 18

Media Outreach:

News Releases..... 2
 TV/Radio..... 0
 Website Hits..... 129
 Social Media Contacts..... 57 posts on FB (368follows; 8692 post reach), 1 on Instagram (35 follow), 1 on Twitter (51 follows)

Major plans for next month

- District 8 Rifle Contest
- Ag Awareness Day
- TAE4-HA Spring Board Meeting
- Indoor Archery Tournament-Make-up Day
- District 8 meeting
- Shooting Sports Coaches Training
- Club Manager Training
- FCS 4-H Committee meeting

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date:02/03/2015

F1

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

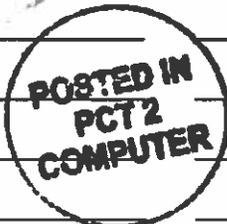
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-40008-00000-000	RB2 INTERLOCAL AGREEMENT	\$241.33

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50911-00000-000	RB2 GRAVEL	\$241.33



[Handwritten Signature]
Signature of Department Head

4-27-15
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2014/2015

- _____ County Judge
- _____ Commissioner Precinct #1
- _____ Commissioner Precinct #2
- _____ Commissioner Precinct #3
- _____ Commissioner Precinct #4

Approved by County Auditor's Office:

[Handwritten Signature] 4/28/15
Needs court approval

F2

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653- 49649 -00000-000	FM2 FUND BALANCE CARRY OVER	\$12,000.00
30301	Verified with Melanie 4/30/15 <i>[Signature]</i>	

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50906-00000-000	FM2 CULVERTS	\$12,000.00



[Signature]
Signature of Department Head

4-29-15
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2014/2015

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

[Signature] 4/30/15
Needs court approval

F3

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

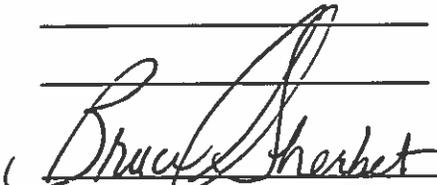
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40964-00000-000	Contract Elections	20,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50848-00000-000	Holding/Salary	20,000


Signature of Department Head

5-4-15
Date Signed

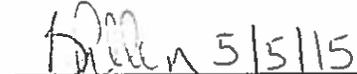
Elections
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

 5/5/15

Needs court approval

SPI

STATE OF TEXAS: COUNTY OF ELLIS. KNOW ALL MEN BY THESE PRESENTS:

That I, Cameron M. Stilwell, being the owner of that certain tract of land hereinafter described as follows: FIELD NOTES 3.454 Acres

BEING all that certain lot, tract, or parcel of land being a part of the R.M. WILLIAMSON SURVEY, Abstract No. 1108, and being a part of a called 45.365 acres tract of land described in Volume 266B, Page 854, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a railroad spike found in Krajca Road (a county road) for the north corner of this tract and same for the said 45.365 acres tract and being the west corner of a 47.353 acres remainder of a called 93.806 acres tract of land described in Volume 224B, Page 777, OPRECT, and being in the recognized northwest line of the Williamson Survey and in the recognized southeast line of the N. Hodge Survey, Abstract No. 509, (with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6779578.924, Easting = 2532078.937);

THENCE S 32°49'31" E, (Deed - S 32°49'19" E) along northeast line of this tract and same for the 45.365 acres tract and along the southwest line of the remaining 47.353 acres tract out of the 93.806 acres tract to a point in a lake for the east corner of this tract;

THENCE into the said 45.365 acres tract and along the southeast and a southwest line of this tract as follows: S 77°17'25" W, 480.00 feet through the pond and onto land to a 1/4" steel rod set for the southerly southwest corner of this tract; and N 22°20'40" W, 94.63 feet to a 1/4" steel rod found for an inset corner of the 45.365 acres tract and the southwest corner of a called 1.00 acre tract of land described in Volume 2451, Page 780, OPRECT, and being the southerly northwest corner of this tract;

THENCE N 58°50'46" E, 149.82 feet (Deed - N 58°52'41" E, 150.07 feet) along a northwest line of this tract and same for the said 45.365 acres tract and along the southeast line of the 1.00 acre tract to a 1/4" steel rod found for an inset corner of this tract and same for the said 45.365 acres tract and being the southeast corner of the 1.00 acre tract;

THENCE N 22°25'07" W, (Deed - N 22°25'25" W, 295.09 feet) along the northerly southwest line of this tract and a southwest line of the 45.365 acres tract and along the northeast line of the 1.00 acre tract at 264.71 feet pass a 1/4" steel rod set for witness corner, in all, 295.03 feet to a 1/4" steel rod found in Krajca Road for the northerly northwest corner of this tract and a northwest corner of the 45.365 acres tract and being the northeast corner of the 1.00 acre tract and being in the recognized northwest line of the Williamson Survey and in the recognized southeast line of the Hodge Survey;

THENCE N 59°10'49" E, 230.60 feet (Deed - N 59°10'49" E, 230.61 feet) along Krajca Road and along the northwest line of this tract and same for the said 45.365 acres tract and along the recognized Williamson-Hodge survey line to the POINT OF BEGINNING and containing approximately 3.454 acres of land of which 0.161 acre is being dedicated for roadway purposes leaving a net acreage of 3.293 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS.

That I, Cameron M. Stilwell, do hereby adopt this plat designating the hereinabove described property as a Simplified Plat of LOT 1, BLOCK A, BATMAN ADDITION, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon, and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 9 DAY OF April, 2015.

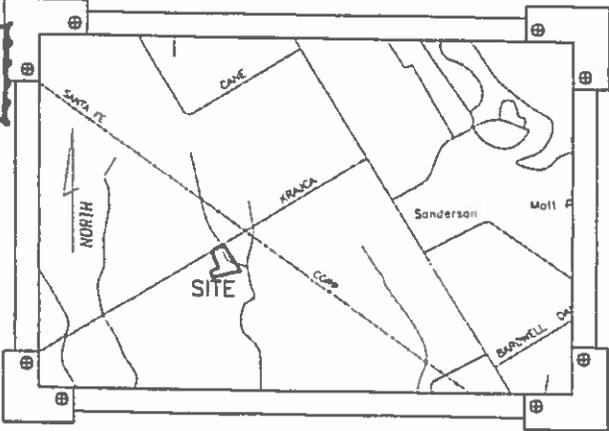
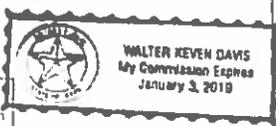
Cameron M. Stilwell (Signature)

STATE OF TEXAS

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Cameron M. Stilwell, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9 DAY OF April, 2015

Walter Keven Davis (Signature) Notary Public



LOCATION MAP SCALE : 1" = 2000'

SIMPLIFIED PLAT LOT 1, BLOCK A BATMAN ADDITION

Being a 3.460 Acre Addition in the R.M. Williamson Survey, Abst. 1108 Ellis County, Texas

Table with columns REVISIONS and BY. Row 1: 2-17-15, KH

DAVIS & MCDILL, Inc. ENGINEERS D & M SURVEYORS (A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

CONSULTING ENGINEERS - LAND SURVEYORS P.O. BOX 429, WAXAHACHIE, TEXAS 75168 PHONE 972-938-1185 FAX 972-938-0307

Table with project details: Date 2-17-15, Scale 1"=80', Drawn KH, Job 214-0393SP, Sheet 1 of 1 sheets.

VE OR CROSS BY THE LOTS INT TO ACROSS ISIBLE IONS OF CONTROL ISIBLE OR GNEO

near floodplain FIRM Map # 170F Unshaded

Texas 315

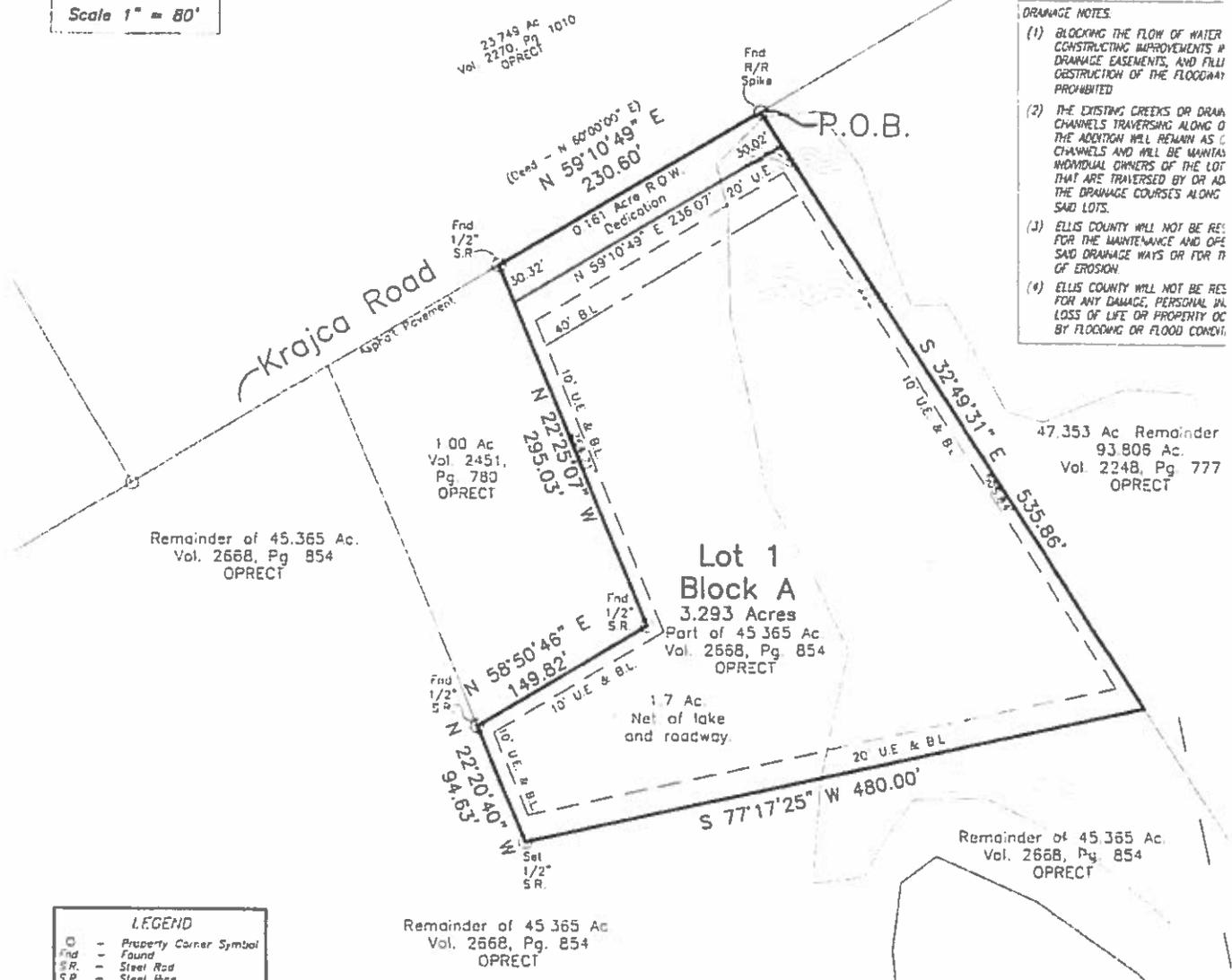
of Development for as may be required

Date



Scale 1" = 80'

SFL



- DRAINAGE NOTES:**
- (1) BLOCKING THE FLOW OF WATER CHANNELS TRAVERSING ALONG OR THE ADJACENT WILL REMAIN AS CHANNELS AND WILL BE MAINTAINED INDIVIDUAL OWNERS OF THE LOT THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG SAID LOTS.
 - (2) ELLIS COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR FOR THE PREVENTION OF EROSION.
 - (3) ELLIS COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, LOSS OF LIFE OR PROPERTY OR BY FLOODING OR FLOOD CONTROL.

- LEGEND**
- - Property Corner Symbol
 - Fnd - Found
 - S.R. - Steel Rod
 - S.P. - Steel Pipe
 - U.E. - Utility Easement
 - U.P. - Utility Pole
 - R.O.W. - Right of Way
 - P.O.B. - Point of Beginning
 - C/L - Centerline
 - - Drainage Flow
 - X - Spot Elevations

Owner:
 Cameron M. Stilwell
 2100 Mobils Drive
 Ennis, TX 75119
 Phone: 214-206-7599

PLATTING NOTE:
 Property is not in the E.T.J. of any City and is subject to the platting rules and regulations of Ellis County.

NOTE:
 No 10
 Dist F
 4313
 Zone

SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground; and that all lot corners, angle points, and points of curve have been properly marked on the ground; and that this plat correctly represents that survey made by me.

Walter Keven Davis
 Walter Keven Davis
 Texas Registration No. 4486



STATE OF TEXAS,
COUNTY OF ELLIS

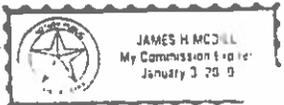
Certificate of approval by the Commissioners Court of Ellis Co. Approved this date, the _____ day of _____

STATE OF TEXAS:

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter Keven Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

Given under my hand and seal this the 9 day of April, 2015

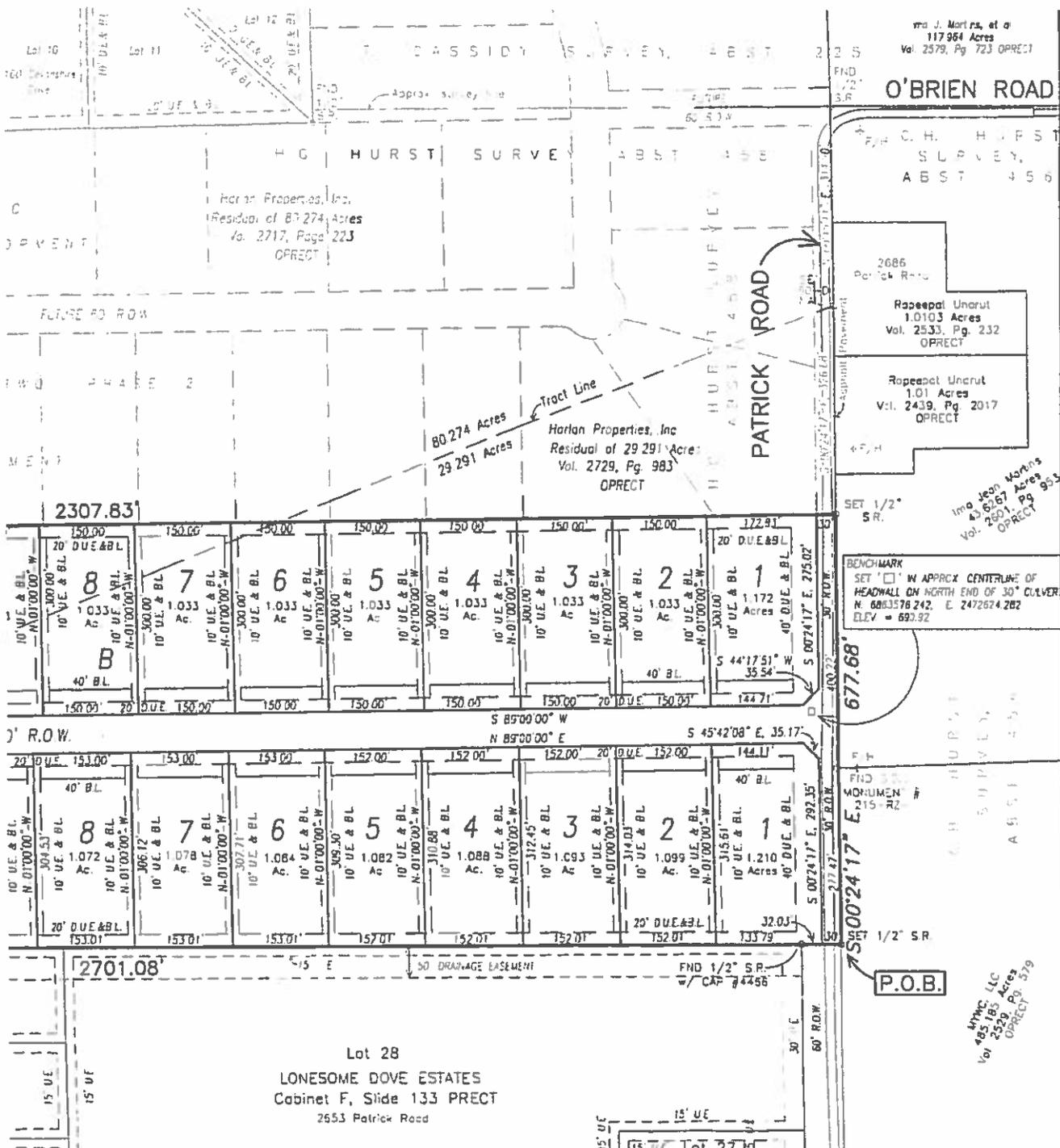
James H. McCall
 Notary Public in and for the State of Texas



NOTE:
 ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

This plat has been Preliminary/Final approved by the Department on on-site sewage facility system pending any and all informatics by the Ellis County Department of Development

Department of Development



Lot 28
 LONESOME DOVE ESTATES
 Cabinet F, Slide 133 PRECT
 2653 Patrick Road

FINAL PLAT
OXFORD RANCH TWO
PHASE 1

Being a 39.915 Acre Addition in
 the H. G. HURST SURVEY, ABST. 458
 in the Extra Territorial Jurisdiction
 (ETJ) of the City of Waxahachie,
 Ellis County, Texas
 33 Single Family Lots

Owners:
 Harlan Properties, Inc.
 2404 Texas Drive
 Irving, Texas 75067
 972-659-0655

- GENERAL NOTES:**
- 100 YEAR FLOOD NOTE
 NO 100 YEAR FLOODPLAIN
 PER FIRM MAP #
 48139C0200 F
 ZONE: X UNSHADED
 DATED: 6-03-2013
 - DRAINAGE NOTE
 PERMANENT FENCING SHALL
 NOT BE ALLOWED WITHIN
 DRAINAGE EASEMENTS

ID
 Corner Symbol
 Easement
 Beginning
 Utility Easmt

ENGINEERS
D&M
SURVEYORS

DAVIS & McDILL, Inc.
 P.O. Box 428, Waxahachie, Texas 75168
 Phone: Metro 972-938-1185 Fax: 972-937-0307
 (A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

Wm J. Morris, et al
 117,964 Acres
 Vol. 2579, Pg. 723 OPRECT

O'BRIEN ROAD
 C. H. HURST
 SURVEY,
 ABST. 458

2686
 Parcel
 Rapeeet Uncrut
 1.0103 Acres
 Vol. 2533, Pg. 232
 OPRECT

Rapeeet Uncrut
 1.01 Acres
 Vol. 2439, Pg. 2017
 OPRECT

Imo Jean Morris
 4,626.67 Acres
 Vol. 2601, Pg. 953
 OPRECT

BENCHMARK
 SET 1/2" W APPROX CENTERLINE OF
 HEADWALL ON NORTH END OF 30" CULVERT
 N 68.03578 242, E 247.2624 282
 ELEV = 692.92

677.68
 SET 1/2" S.R.

MONUMENT #
 215-R2

500'24.17" E, 292.35'
 SET 1/2" S.R.

P.O.B.

MVIC LLC
 Vol. 2529, Pg. 579
 OPRECT

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court wishes to proclaim May, 2015 as Motorcycle Safety and Awareness Month. Further, the Commissioners' Court urges all residents to do their part to increase safety and awareness in our community.

In witness thereof, signed the 11th day of May, 2015.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between Ellis County, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS' COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791) ("Interlocal Cooperation Act", acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

1. RECITALS

- 1.1 The Member is a political subdivision of the State of Texas as defined in the Texas Political Subdivision Employees Uniform Group Benefits Act (TEX. LOC. GOV'T CODE, Chapter 172) ("Group Benefits Act").
- 1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Interlocal Cooperation Act § 791.003.
- 1.3 The Member desires to contract with HEBP to obtain one or more of the following, as indicated by Member on Attachment A to this Agreement, which is incorporated herein: 1) health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages; 2) administrative services or stop-loss coverage in support of Member's self-funded health and employee benefits plan; 3) the benefits available to retirees of the Member through the County Choice Silver Program or other similar programs; 4) Affordable Care Act Reporting and Tracking Services (ARTS); and 5) such other related programs as HEBP's board of trustees determines to make available to members of HEBP.
- 1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP.

2. AGREEMENT

2.1 Entry Into HEBP. For and in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, to achieve efficiencies and economies of scale in connection with the provision of one or more of the programs or services listed in paragraph 1.3 above.

2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits and related services provided by HEBP are authorized pursuant to the Group Benefits Act, the Interlocal Cooperation Act, and other applicable Texas law.

2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and operations of HEBP and supervise the performance of the Agreement.

3. TERMS AND CONDITIONS

3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice not less than 30 days before the end of the original term or any renewal term.

3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and HEBP's Bylaws, policies and procedures, which collectively establish the conditions for membership in HEBP. HEBP's Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out, except that Articles III(E), IX(B), and XV(B) shall apply to members that obtain only administrative services, County Choice Silver benefits, or ARTS services from HEBP only to the extent the Member's contributions contribute to any surplus that may be distributed. Any amendment to the Bylaws becomes binding on the Member immediately upon its adoption.

3.3 Benefit Plans. For a Member that participates in the pooled HEBP's health and employee benefits plan, HEBP will make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages ("Benefit Plans"). HEBP will provide all benefits under the authority of the laws of the State of Texas, including the Group Benefits Act and the Interlocal Cooperation Act. Each Member will adopt its own Benefit Plan from those made available by HEBP. The Member's Benefit Plan may combine insured, self-insured, and pooled liabilities.

For a Member that does not participate in HEBP's pooled health and employee benefits plan, HEBP shall make available administrative services, stop-loss coverage, County Choice Silver or other retiree benefits, ARTS services and other benefits and services as the board of trustees determines to make available.

3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.

3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.

3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of a Member, or the dependents of these officials, employees or retirees.

3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and reinsurance as provided by law, and each Member is subject to the terms and conditions of HEBP's insurance, stop loss or excess loss coverage, or reinsurance. A self-insured Member that obtain administrative services only will obtain stop-loss coverage from or through HEBP. If HEBP is unable to provide appropriate coverage, the Member will obtain other stop-loss coverage that is satisfactory to HEBP.

- 3.8 Coordinators. Each Member shall appoint, and designate in the space provided below, a Pool Coordinator of department head rank or above. Each Member agrees that HEBP is not required to contact or provide notices to any person other than the Pool Coordinator. Any notice to a Member's Pool Coordinator related to service or a claim under this Agreement is binding on the Member. Each Member may change its Pool Coordinator at any time by giving written notice to HEBP.
- 3.9 Audits. HEBP will be audited annually by an independent certified public accountant, and the audit will be filed as required by the laws of the State of Texas including the Group Benefits Act.
- 3.10 Plan Administrator. HEBP will serve as the plan administrator, as defined by the Health Insurance Portability and Accountability Act, for a Member participating in the pooled health and employee Benefits Plan. Each self-insured Member will serve as its own plan administrator, retains the right, duties and privileges of the plan administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.
- 3.11 Self-Insured Member Responsibility. Each Member acknowledges that, to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan if HEBP fails to make payments.
- 3.12 ARTS Participant Responsibility. A Member who participates in the ARTS Program is responsible for providing HEBP with detailed payroll information, including leave of absence, and health benefits information for each full time employee. HEBP is not responsible for verification of information provided by or on behalf of a Member under the ARTS Program. Each participating Member acknowledges that it remains responsible for the accuracy of the information provided to HEBP, and for any fines, penalties, or damages resulting from reports generated from the information.

4. ADMINISTRATIVE PROVISIONS

- 4.1 Amendment. This Agreement may only be amended or modified by written agreement signed by the parties, or as otherwise provided under this Agreement.
- 4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege be considered as a waiver of that right or privilege.

4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties Health and Employee Benefits Pool
Attention: Director, Health and Benefits Services Department
1210 San Antonio
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in state district court in Austin, Travis County, Texas.

4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

ATTACHMENT A

The Member must select the HEBP services that it will obtain through its membership in HEBP. Please indicate your choices by checking the appropriate box.

A. Pooled Coverage

[You may also select services under D and E, below. Do not select services under B and C, below.]

The Member will participate in the pooled HEBP health and employee benefits plan. HEBP will provide health and employee benefit plans for the Member's officials, employees, retirees, and eligible dependents, that may include accident, health, dental, disability and other appropriate coverages. Member will adopt its own Benefit Plan from those made available by HEBP. HEBP will provide administrative and other necessary services in support of the Benefit Plan chosen by the Member.

B. Administrative Services

[Do not select this box if you selected option A, above. You may select any of the services below.]

The Member has established its own self-funded health and employee benefits plan for its officials, employees, retirees and their eligible dependents. The Member does not want to participate in the pooled HEBP health and employee Benefits Plans, but will obtain from HEBP administrative services in support of Member's self-funded Benefits Plan. HEBP will provide these administrative services under the terms of the Administrative Services Agreement between HEBP and the Member, attached as Exhibit 1 if applicable.

C. Stop-Loss Coverage

[Do not select this box if you selected option A, above. If you select this option C, you MUST also select option B, above. You may also select services under D or E, below.]

The Member has established a fund to provide its own health and employee benefits plan for its officials, employees, retirees and their eligible dependents.

The Member does not want to participate in the pooled HEBP health and employee benefits plan, but will obtain from HEBP stop-loss coverage in support of its self-funded Plan. HEBP will provide stop-loss coverage to Member pursuant to the terms of the Stop-Loss Coverage Agreement between Member and HEBP, attached as Exhibit 2 if applicable.

D. Retiree Health Benefit Plans

[You may select this option in addition to any other service.]

The Member will participate in the retiree medical program for Medicare eligible retirees of a Member, according to the terms agreed to by Member and HEBP, as described in the Retiree Benefit Plan attached as Exhibit 3 if applicable.

E. ACA Reporting and Tracking Service (ARTS)

[You may select this option in addition to any other service.]

The Member will participate in the Affordable Care Act (ACA) Reporting and Tracking Service Program, which provides reporting specific to the Member's employees regarding various ACA rules and thresholds, and produces related annual forms required by the Internal Revenue Code, based on data submitted to HEBP by Member, according to the terms and pricing agreed to by Member and HEBP, attached. As Exhibit 4, if applicable.

3.4
3.5

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2014-044235-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and ELLIS COUNTY CLERK'S OFFICE (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$0.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2013 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Section 12.051.

6. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:
 - 2014-044235-001 VSU Remote Birth Access
- c. General Provisions (Sub-recipient)
- d. Solicitation Document(s), and
- e. Contractor's response(s) to the Solicitation Document(s).
- f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: ELLIS COUNTY CLERKS OFFICE
Address: PO BOX 250
WAXAHACHIE, TX 75168-0000
Vendor Identification Number: 17560009353032

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

ELLIS COUNTY

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Ed House

Printed Name and Title

Chief Operating Officer

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

512-776-7153

Telephone Number

ed.house.@dshs.state.tx.us

E-mail Address for Official Correspondence

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
ELLIS COUNTY ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES ("HHS") and ELLIS COUNTY ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 2014-044235-001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

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

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

ARTICLE 2. DEFINITIONS

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

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

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

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

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

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

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: *45 CFR 164.504(e)(ii)(1)-(4)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

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

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

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

(C) Breach Notice:

1. Initial Notice.

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

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

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

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

a. The date the Event or Breach occurred;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. SCOPE OF WORK

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

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

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

Section 6.02 *HHS Commitment and Obligations*

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

Section 6.03 *HHS Right to Inspection*

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

Section 6.04 *Term; Termination of DUA; Survival*

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

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

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

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

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

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

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

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

Section 6.05 *Governing Law, Venue and Litigation*

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

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

Section 6.06 *Injunctive Relief*

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

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

Section 6.07 *Indemnification*

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

Section 6.08 *Insurance*

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

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

Section 6.09 Fees and Costs

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

Section 6.10 Entirety of the Contract

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

Section 6.11 Automatic Amendment and Interpretation

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

ARTICLE 7. AUTHORITY TO EXECUTE

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

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

TEXAS HEALTH AND HUMAN SERVICES

CONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 201 .

DATE: _____, 201 .

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER 2014-044235-001

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

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

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

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

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

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

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

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, 201 .

DATE: _____

