

Tom Green County Commissioners' Court

June 15th, 2004

The Commissioners' Court of Tom Green County, Texas, met in Regular Session June 15th, 2004 in the Edd B. Keyes Building, with the following members present:

Clayton Friend, Commissioner of Precinct #1
Karl Bookter, Commissioner of Precinct #2
Jodie R. Weeks, Commissioner of Precinct #3
Richard Easingwood, Commissioner of Precinct #4 (Arrived during Future Agenda items)
Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:34 AM.
2. The Pledge of Allegiance to the United States and the Texas Flags was recited.
Commissioner Weeks offered the invocation.

4. Commissioner Friend moved to accept the Consent Agenda as presented.

Commissioner Weeks seconded the motion. The following items were presented:

- A. Approved the Minutes of the Regular Meeting of June 8th, 2004.
- B. Approved the Minutes of Accounts Allowable (Bills) from June 9th – 16th, 2004 in the amount of \$384,314.24.
Purchase Orders from June 7th- 11th, 2004 in the amount of \$60,308.51.
- C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF.</u> <u>DATE</u>	<u>GRADE/</u> <u>STEP</u>	<u>SALARY</u>	<u>SUPP/CAR</u> <u>ALLOW</u>
Moreno, Cruz	Jail	New Hire	6-07-04	16/1	\$852.90 S/M	
Huber, Kristopher	Jail	New Hire	6-01-04	16/1	\$852.90 S/M	
Gonzales, Angela	IHC	New Hire	6-07-04	P/T	\$6.50/HR	
Thompson, Kristin	Juvenile Probation	New Hire	6-07-04	N/A	\$958.33 S/M	
Chandler, Jeffrey	District Attorney	Promotion	6-15-04	N/A	\$2214.35 S/M	
Teakell, Garnett	Library	Promotion	6-15-04	25/1	\$1331.03 S/M	
Bible, Lyndon	RKR	Resignation	6-13-04	N/A	\$755.08 S/M	

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF.</u> <u>DATE</u>	<u>GRADE/</u> <u>STEP</u>	<u>SALARY</u>	<u>SUPP/CAR</u> <u>ALLOW</u>
Bibb, Leann	CSCD	New Hire	6-01-04	N/A	\$1207.83 S/M	
Moreno, Cruz	Jail	Resignation	6-07-04	16/1	\$852.90 S/M	
McAlister, John D.	CSCD	Salary Increase	5-16-04	N/A	\$1291.75 S/M	
Huereca, Harvey	CRTC	Salary Increase	6-1-04	N/A	\$1188.19 S/M	
Reddy, David M.	CRTC	Salary Increase	6-16-04	N/A	\$852.60 S/M	
Hamilton, Victoria	CSCD	Transfer	7-01-4	N/A	\$1207.83 S/M	
Ross, Sandra	CSCD	Resignation	6-04-04	N/A	\$1207.83 S/M	
Holcomb, Amanda	Jail	Resignation	6-18-04	16/2	\$874.44 S/M	
Rivero, Magda	CRTC	Resignation	6-15-04	N/A	\$1343.32 S/M	

- D. Accepted the Sheriff's Office Monthly Report of Bond Fees Collected for May 2004 as a matter of record. (Recorded with these minutes.)
- E. Accepted Treasurer Diana Spieker's Continuing Education Hours pursuant to LGC 83.003 for 6 hours in Public Funds Investments and 11.5 hours in collections as a matter of record. (Recorded with these minutes.)
- F. Approved the sale of Tax Foreclosure Property:
Lot 3, Block 49 Lasker Addition of San Angelo to Delnora Green in the amount of \$1,500.00.
Lot 11, Block 74, Miles Addition of San Angelo to Nelson or Eva V. Holeman in the amount of \$2,000.00.
Lot 15, D.J. Jones Subdivision of San Angelo to Mary G. Villarreal in the amount of \$2,500.00.
Lot 5, Block 6, Culwell Addition of San Angelo to Lawrence and Betty Walker in the amount of \$3,305.00.
Lot 19, Block 4-E, Chapman Subdivision of Blocks 4-E and 5-E of Freeland Addition in San Angelo, to Terry F. Smith in the amount of \$2,000.00.
(Recorded with these minutes.)

All present voted in favor of the motion.

5. Larry Justiss, Library Director, explained to the Court that two weeks ago a power outage occurred and power was off for several hours. The outage caused the loss of an older Proxy Server that stores the databases and allows the public to access material from the Library web site. The cost will be about \$2000.00 for the hardware and approximately \$1000.00 for set up fees. Our insurance coverage has a \$5,000.00 deductible. **Commissioner Friend moved to authorize the purchase of a Proxy Server, for the Library, that was destroyed due to power surge and outage. The funds will be taken from the Contingency fund, until the end of the year, at which time if Library funds are available, a line item transfer will be done. Commissioner Weeks seconded the motion and all present voted in favor of the motion.**
6. **Commissioner Weeks moved to approve Indigent Health Care Agreement between Tom Green County and Shannon Business Services, Inc. for Pharmaceutical Assistance Program and authorize the County Judge to sign all necessary papers. Commissioner Bookter seconded the motion and all present voted in favor. (Recorded with these minutes.)**
7. **Commissioner Bookter moved to reappoint Sterling Gillis III, M.D. and appoint Robert L. Pate as Directors of the Tom Green County Health Facilities Development Corporation for terms expiring May 31, 2008 and May 31, 2009, respectively. Commissioner Friend seconded the motion and all present voted in favor.**
8. **Judge Brown moved to continue contributions to the Texas County and District Retirement System (TCDRS) at the present rate of 7.17% for calendar year 2005 and authorize the County Judge to sign the appropriate papers. Commissioner Weeks seconded the motion and all present voted in favor. (Recorded with these minutes.)**
9. **Commissioner Weeks moved to authorize Tom Clemmons of the Photo Studio in the Mall to do portraits of all the elected officials and department heads at no cost to the County. Commissioner Friend seconded the motion and all present voted in favor.**
10. The only matters discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations was the possibility of placing a 4 way stop signs at the intersection of Apache Trail and Navaho Road.
11. There were no line item transfers.
12. **Future Agenda Items Discussed:**
 1. Consider placing stop signs all four ways at the intersection of Apache Trail and Navaho Road.
 2. Consider setting Local Option Election for Beer and Wine within the City of San Angelo.
 3. Consider jail inmate population and status of prisoners.
 4. Consider offset of Federal Prisoner income as offset to tax increase.
13. **Announcements:**
 1. Budget workshops continue.
 2. Chamber of Commerce Luncheon at 11:30 to address the "State of the City".
 3. Next Regular meeting of the Commissioners' Court will be June 29, 2004
14. **Judge Brown adjourned the meeting at 9:38 AM.**

As per HB 2931, Section 4:

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on June 15th, 2004.

I hereby set my hand and seal to this record June 29th, 2004.

Elizabeth McGill, County Clerk and
Ex-officio Clerk of the Commissioners' Court

Treasurers' Report on Bills during the Period of

JUNE 9, 2004 TO JUNE 16, 2004

Hand delivered

Date: 6/16/04 Time: 2:12 p.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

GENO Bank Account Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations; Funds 50 & 55 Dist Attorney Hot Check Funds; the TRAG (CSCD & CRTC State Funds) Bank Account and the TRAGJUV (Juvenile State Funds) Bank Account.

CSCD, CRTC, and Juvenile submit invoices related to TRAG or TRAGJUV accounts to the Auditor for processing. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office before issuance of checks.

Bank Account Code - Budget

GENO - County Budget General Operating Account
TRAGJUV - State Budget Juvenile Operating Account
CAFÉ - Operating Account-Cafeteria Plan Trust-Employee Deductions
DEBT - Property Tax Budget Bond Issues Operating Account

TRAG - State Budget CSCD General Operating Account
PAYL - Clearing account- Paychecks - Benefits-Deductions
95Constr - Operating Account for Detention Construction Funds
DA - Operating Account for Sheriff and District Attorney Forfeiture Funds

Totals

\$379,314.27 All Bank Accounts- Refer to Last Page

Payroll

Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

Jury Checks

Jury Checks

Voids-Month of

\$4,999.97 Miscellaneous

Special Check 6/08/04-Ck#133780

\$384,314.24 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Williams, Deputy Treasurer

Approved in Commissioner's Court on June 15, 2004

Clayton Friend

Clayton Friend, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Jodie Weeks

Jodie Weeks, Commissioner Pct #3

Absent?

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge



The V.G. Young Institute of County Government

Certifies That

Dianna Spieker

*attended 6 hours of investment training pursuant to the
PUBLIC FUNDS INVESTMENT ACT as part of the*

**32nd Annual County Treasurers' Continuing Education
Seminar**

Sponsored in cooperation with
The County Treasurers' Association of Texas & The Office of Continuing/Distance Education, Texas A&M University

Director, V.G. Young Institute of County Government

Director, Texas Cooperative Extension

President, County Treasurers' Association of Texas



Texas Cooperative
EXTENSION
The Texas A&M University System

*The V.G. Young Institute of County Government
Certifies that*

Dianna Spieker

*Participated in the 32nd Annual County
Treasurers' Continuing Education Seminar*

*Sponsored in cooperation with
The County Treasurers' Association of Texas
& The Office of Continuing/Distance Education, Texas A&M University*

Director, V.G. Young Institute of County Government

Director, Texas Cooperative Extension

President, Treasurers' Association of Texas

Texas A&M University

Office of Continuing Education
certifies that

Dianna M. Spieker

has earned **2** Continuing Education Unit(s)
for satisfactory completion of **20** hours
of organized instruction in

32nd Annual County Treasurers' Continuing Education Seminar

April 5, 2004 - April 8, 2004

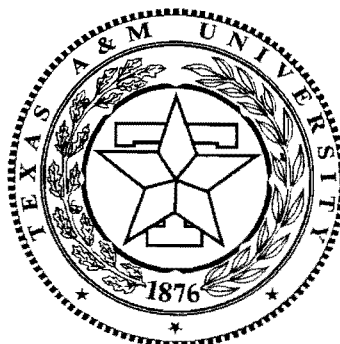
V.G. Young Institute of County Government

Richard O. Carg
Activity Director

Elizabeth Tebeaux
Office of Continuing Education

May 4, 2004

Date



CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

Dianna Spieker

*HAS ON THIS DATE HEREBY COMPLETED ELEVEN & ONE HALF HOURS OF TRAINING,
BY ATTENDING AND PARTICIPATING IN A WORKSHOP FOCUSING ON*

**COLLECTING COURT FINES & FEES
FIFTH ANNUAL COURT COLLECTIONS CONFERENCE**

SPONSORED AND CONDUCTED BY

THE EDUCATIONAL SERVICES DIVISION OF THE

GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS

Nadine Jenkins
NADINE JENKINS
PRESIDENT

ISSUED THIS 4TH DAY OF JUNE, 2004.

Jim Lehman
JIM LEHMAN
EXECUTIVE DIRECTOR



✓ F

The City of
San Angelo, Texas

P.O. Box 1751 • Zip 76902

June 3, 2004

Mr. Micheal Brown
County Judge
Tom Green County
112 W. Beauregard
San Angelo, Tx 76903

RE: Sale of Tax Foreclosure Property(s) – Lot 3, Block 49, Lasker Addn., Suit No. B-01-0082-T; Lot 11, Block 74, Miles Addn., Suit No. B-96-0210-T; Lot 15, D J Jones Subd., Suit No. B-01-0131-T; Lot 5, Block 6, Culwell Addn., Suit No. B-00-0152-T; Lot 19, Block 4-E, Chapman's Subd. of Freeland Addn., Suit No. B-96-0051-T.

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in March 2003, August 2001, October 2003, March 2004, and February 1998 with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The Lasker Property is located at 111 W. 24th Street. The size of vacant lot is 50' x 140'. (See attached map)

The Miles Property is located at 106 W 8th Street. The size for this lot is 50' x 110'. (See attached map)

The Jones property is located at 317 W Ave L. The size of this vacant lot is 50' x 150'. (See attached map)

The Culwell Property is located at 810 Hughes Street. The of this lot is 60' x 115'. (See attached map)

The Chapman Property is located at 1025 Wimberly Street. The size of this vacant lot is 50' x 125'. (See attached map)

The City has received an offer from Delnora Green in the amount of \$ 1,500.00 for the purchase of the Lasker Property, an offer from Nelson and Eva Holeman in the amount of \$ 2,000.00 for the Miles Property, an offer from Mary G. Villarreal in the amount of \$ 2,500.00 for the Jones Property, an offer from Lawrence and Betty Walker in the amount

of \$ 3,305.00, and an offer from Terry F. Smith in the amount of \$ 2,000.00 for the purchase of the Chapman Property.

The City Council has approved the sale of the property(s). This matter is now being forwarded to you for your approval on your next agenda. Attached is each Resolution for your signature. Please forward a copy of the signed Resolutions.

Listed below is a breakdown of the amounts owed.

Lot 3, Block 79, Lasker Addition

Taxes	\$ 986.15
District Clerk	190.00
Sheriff Fees	40.00
Attorney Fees	260.00
Mowing Liens	36.00
City Admin	<u>350.00</u>
	\$ 1,862.15

Lot 11, Block 74, Miles Addition

Taxes	\$ 2,407.00
District Clerk	418.00
Sheriff Fees	40.00
Attorney Fees	332.00
City Admin	<u>350.00</u>
	\$ 3,547.00

Lot 15, D J Jones Subd.

Taxes	\$ 3,660.00
District Clerk	105.00
Sheriff Fees	40.00
Attorney Fees	270.00
City Admin	<u>350.00</u>
	\$ 4,425.00

Lot 5, Block 6, Culwell's Addition

Taxes	\$ 2,594.00
District Clerk	400.00
Sheriff Fees	40.00
Attorney Fees	271.00
City Admin	<u>350.00</u>
	\$ 3,655.00

Lot 19, Block 4-E, Chapmans Subd. of Freeland Addition

Taxes	\$ 2,667.12
District Clerk	276.00
Sheriff Fees	151.13
Attorney Fees	74.24
City Admin	<u>350.00</u>
	\$ 3,518.49

If you have any questions or require additional information, feel free to contact me at (915)657-4212.

Sincerely,



Sheila Carver
Property Management Tech
City of San Angelo

CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: June 15, 2004

Buyer: Delnora Green
1702 Lillie Street
San Angelo, Texas 76903

Property: Lot 3, Block 49, Lasker Addition, City of San Angelo, Tom Green County, Texas, described in deed recorded in Volume 811, Page 705, Deed Records of Tom Green County, Texas.

Purchase Price: Buyer will purchase the Property for the sum of One Thousand Five Hundred and NO/100 Dollars (\$ 1,500.00)

Judgment: Judgment for the foreclosure of a tax lien against the Property entered on August 1, 2002 in Cause No. B-01-0082-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Deed dated March 21, 2003, filed of record on April 1, 2003 and recorded in Volume 955, Pages 687-688, Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment, or (2) the total amount of the Judgment.

WHEREAS, Texas Tax Code §34.05(i) requires that Tom Green County consent to any sale of the Property upon such terms; and

WHEREAS, Tom Green County desires to consent to the sale of the Property to Buyer as proposed by the City of San Angelo, and Tom Green County makes this

Certificate of Resolution for the purpose of evidencing Tom Green County's resolution to consent to the sale of the Property to Buyer for the Purchase Price.

NOW, THEREFORE, the Commissioners of Tom Green County convened on June 15th, 2004, for its regularly-scheduled meeting, following proper notice and agenda posting as required by law. At such meeting, the commissioners fully discussed and considered the sale of the Property to Buyer. Following a full evaluation of the matter and review of the proposed sale, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

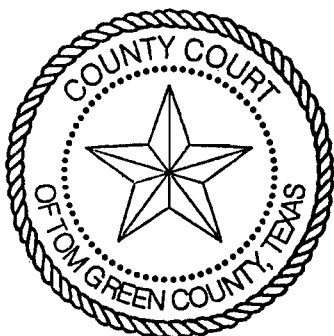
RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

Tom Green County, a political
Subdivision of the State of Texas

By: *Michael D. Brown*
Judge Brown, Judge of Tom Green County

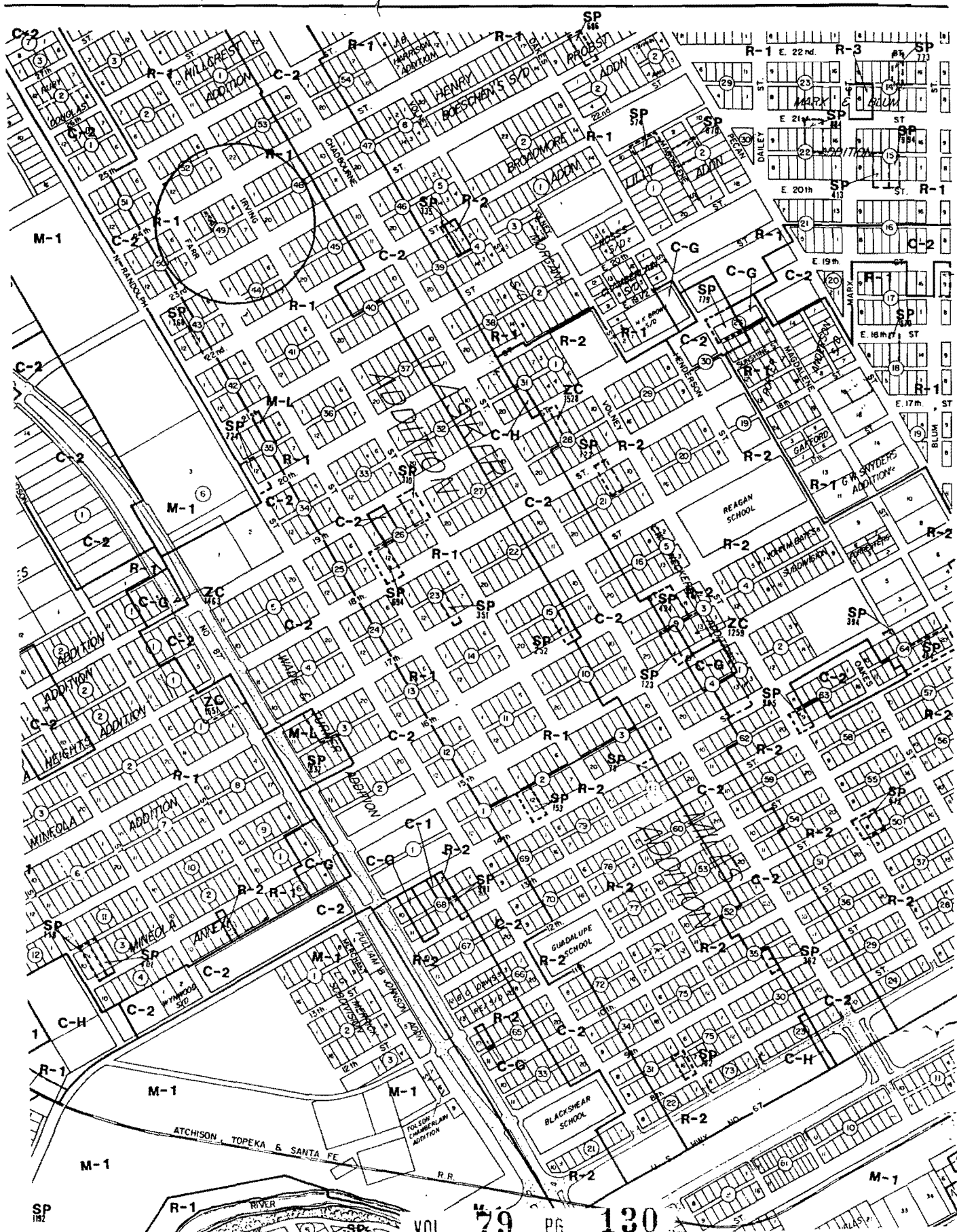
STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on June 15th, 2004,
by Michael D. Brown, County Judge of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom
Green County.



Elizabeth McGill

Elizabeth McGill
County Clerk
Tom Green County, Texas



CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: June 15, 2004

Buyer: Nelson or Eva V Holeman
925 Spaulding St
San Angelo, Texas 76903

Property: Lot 11, Block 74, Miles Addition, as described in Volume 457, Page 34, Deed Records of Tom Green County, Texas.

Purchase Price: Buyer will purchase the Property for the sum of Two Thousand and NO/100 Dollars (\$ 2,000.00)

Judgment: Judgment for the foreclosure of a tax lien against the Property entered on July 6, 2001 in Cause No. B-96-0210-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Deed dated August 21, 2001, filed of record on August 23, 2001 and recorded in Volume 855, Pages 809-810, Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment, or (2) the total amount of the Judgment.

WHEREAS, Texas Tax Code §34.05(i) requires that Tom Green County consent to any sale of the Property upon such terms; and

WHEREAS, Tom Green County desires to consent to the sale of the Property to Buyer as proposed by the City of San Angelo, and Tom Green County makes this Certificate of Resolution for the purpose of evidencing Tom Green County's resolution to consent to the sale of the Property to Buyer for the Purchase Price.

NOW, THEREFORE, the Commissioners of Tom Green County convened on June 15th, 2004, for its regularly-scheduled meeting, following proper notice and agenda posting as required by law. At such meeting, the commissioners fully discussed and considered the sale of the Property to Buyer. Following a full evaluation of the matter and review of the proposed sale, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

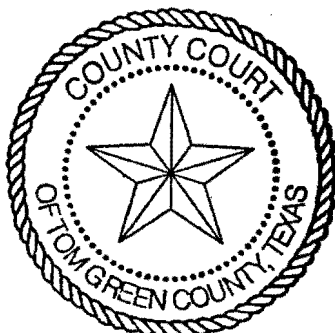
RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

Tom Green County, a political
Subdivision of the State of Texas

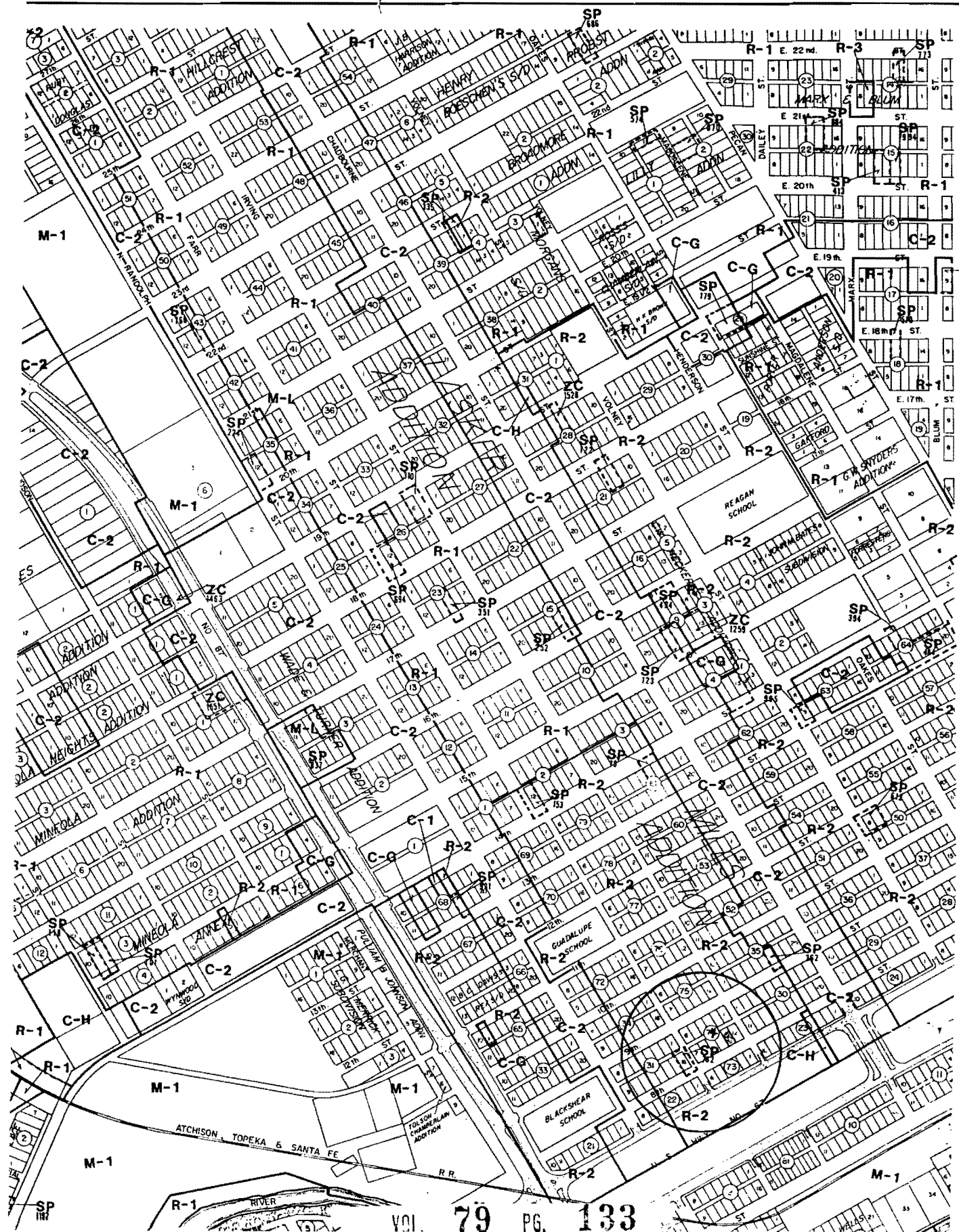
By: *Michael D. Brown*
Judge Brown, Judge of Tom Green County

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on June 15th, 2004,
by Michael D. Brown, County Judge of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom
Green County.



Elizabeth McGill
Elizabeth McGill
County Clerk
Tom Green County, Texas



CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: June 15th, 2004

Buyer: Mary G. Villarreal
1646 Wyoming Ave
San Angelo, Texas 76904

Property: Lot 15, D.J. Jones Subdivision, City of San Angelo, Tom Green County, Texas, as described in deed recorded in Volume 547, Page 853, Deed Records of Tom Green County, Texas.

Purchase Price: Buyer will purchase the Property for the sum of Two Thousand Five Hundred and NO/100 Dollars (\$ 2,500.00)

Judgment: Judgment for the foreclosure of a tax lien against the Property entered on September 11, 2003 in Cause No. B-01-0131-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Deed dated October 18, 2003, filed of record on October 21, 2003 and recorded in Volume 1057, Pages 972-973, Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment, or (2) the total amount of the Judgment.

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RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

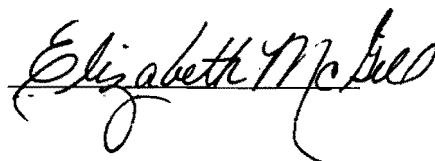
Tom Green County, a political
Subdivision of the State of Texas

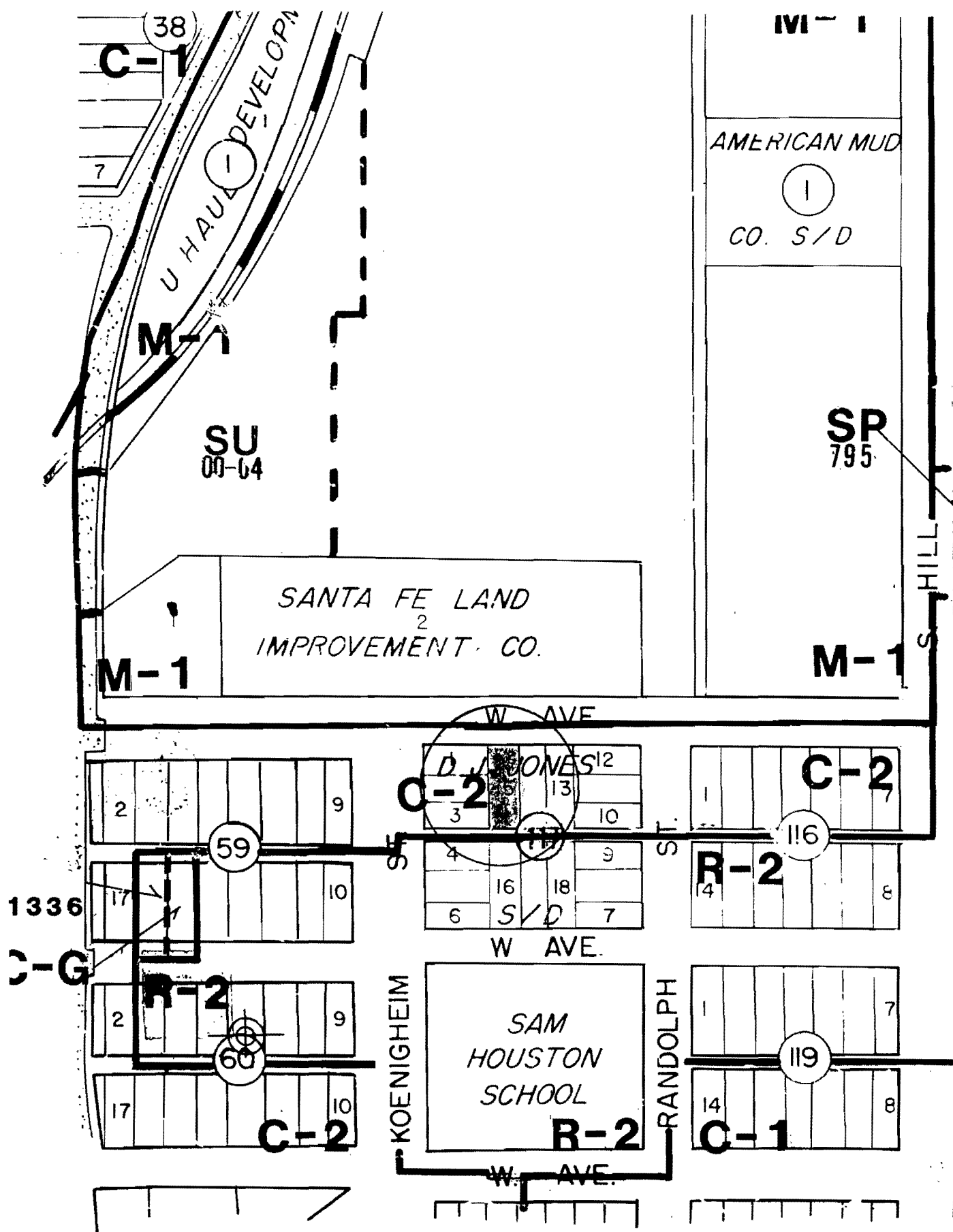
By: 
Judge Brown, Judge of Tom Green County

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on June 15th, 2004,
by Michael D. Brown, County Judge of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom
Green County.




Elizabeth McGill
County Clerk
Tom Green County, Texas



CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: June 15th, 2004

Buyer: Lawrence & Betty Walker
814 E 20th
San Angelo, Texas 76903

Property: Lot 5, Block 6, Culwell's Addition, City of San Angelo, Tom Green County, Texas, and described in Volume 221, Page 455, Deed Records of Tom Green County, Texas.

Purchase Price: Buyer will purchase the Property for the sum of Three Thousand Three Hundred-Five and NO/100 Dollars (\$ 3,305.00)

Judgment: Judgment for the foreclosure of a tax lien against the Property entered on June 11, 2003 in Cause No. B-00-0152-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Deed dated March 17, 2004, filed of record on March 23, 2004 and recorded in Volume 1095, Pages 20-21, Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

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RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

Tom Green County, a political
Subdivision of the State of Texas

By: Michael D. Brown
Judge Brown, Judge of Tom Green County

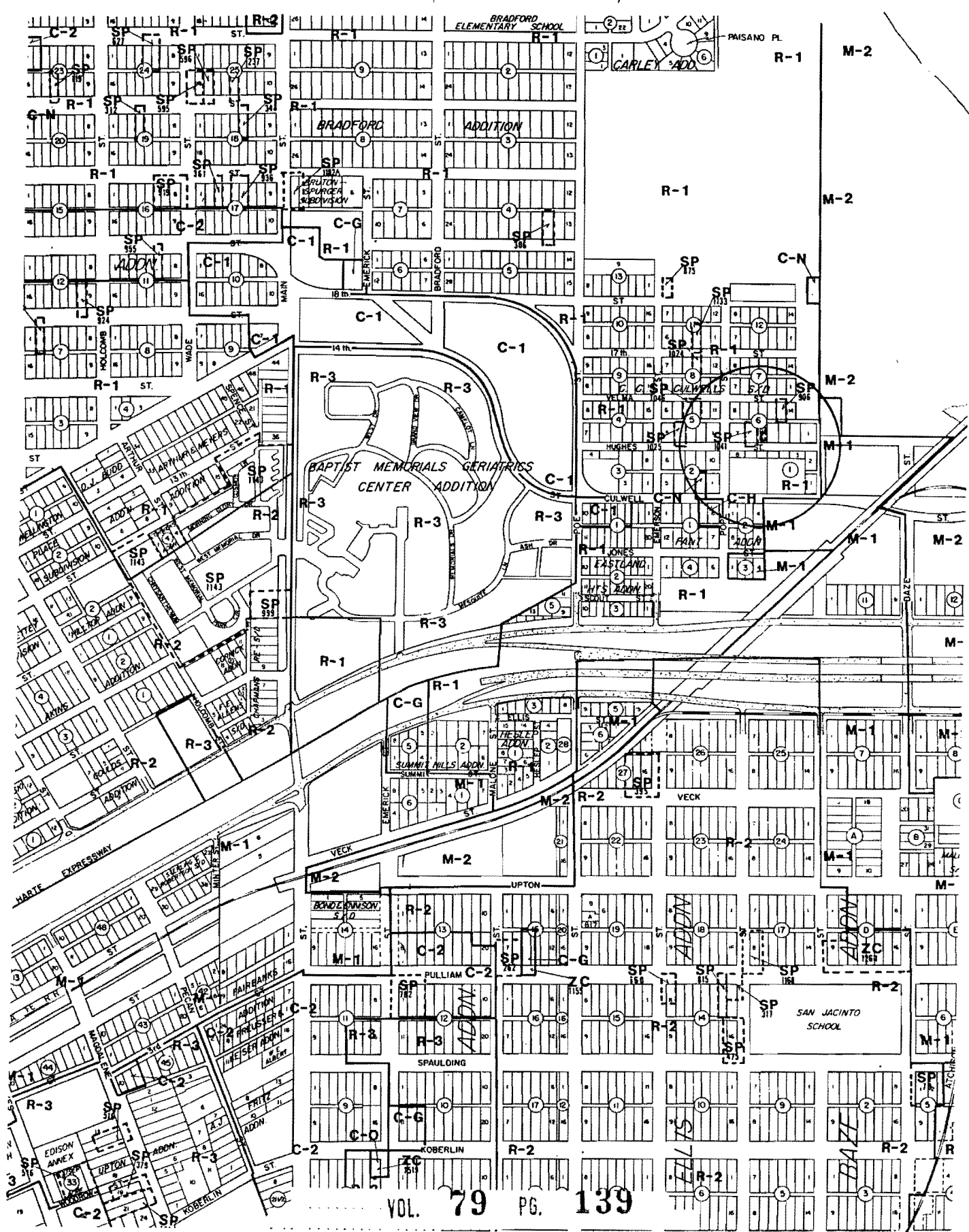
STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on June 15th, 2004,
by Michael D. Brown, County Judge of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom
Green County.



Elizabeth McGill

Elizabeth McGill
County Clerk
Tom Green County, Texas



CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: June 15th, 2004

Buyer: Terry F. Smith
1004 N. Monroe
San Angelo, Texas 76901

Property: Lot 19, Block 4-E, Chapman's Subdivision of Blocks 4-E and 5-E of Freeland Addition, City of San Angelo, as described in Volume 87, Page 7, Official Public Records of Tom Green County, Texas.

Purchase Price: Buyer will purchase the Property for the sum of Two Thousand and NO/100 Dollars (\$ 2,000.00)

Judgment: Judgment for the foreclosure of a tax lien against the Property entered on September 8, 1977 in Cause No. B-96-0051-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Deed dated March 3, 1998, filed of record on March 6, 1998 and recorded in Volume 626, Pages 786-787, Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment, or (2) the total amount of the Judgment.

WHEREAS, Texas Tax Code §34.05(i) requires that Tom Green County consent to any sale of the Property upon such terms; and

WHEREAS, Tom Green County desires to consent to the sale of the Property to Buyer as proposed by the City of San Angelo, and Tom Green County makes this

Certificate of Resolution for the purpose of evidencing Tom Green County's resolution to consent to the sale of the Property to Buyer for the Purchase Price.

NOW, THEREFORE, the Commissioners of Tom Green County convened on June 15th, 2004, for its regularly-scheduled meeting, following proper notice and agenda posting as required by law. At such meeting, the commissioners fully discussed and considered the sale of the Property to Buyer. Following a full evaluation of the matter and review of the proposed sale, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

Tom Green County, a political
Subdivision of the State of Texas

By: *MA Brown*
Judge Brown, Judge of Tom Green County

STATE OF TEXAS

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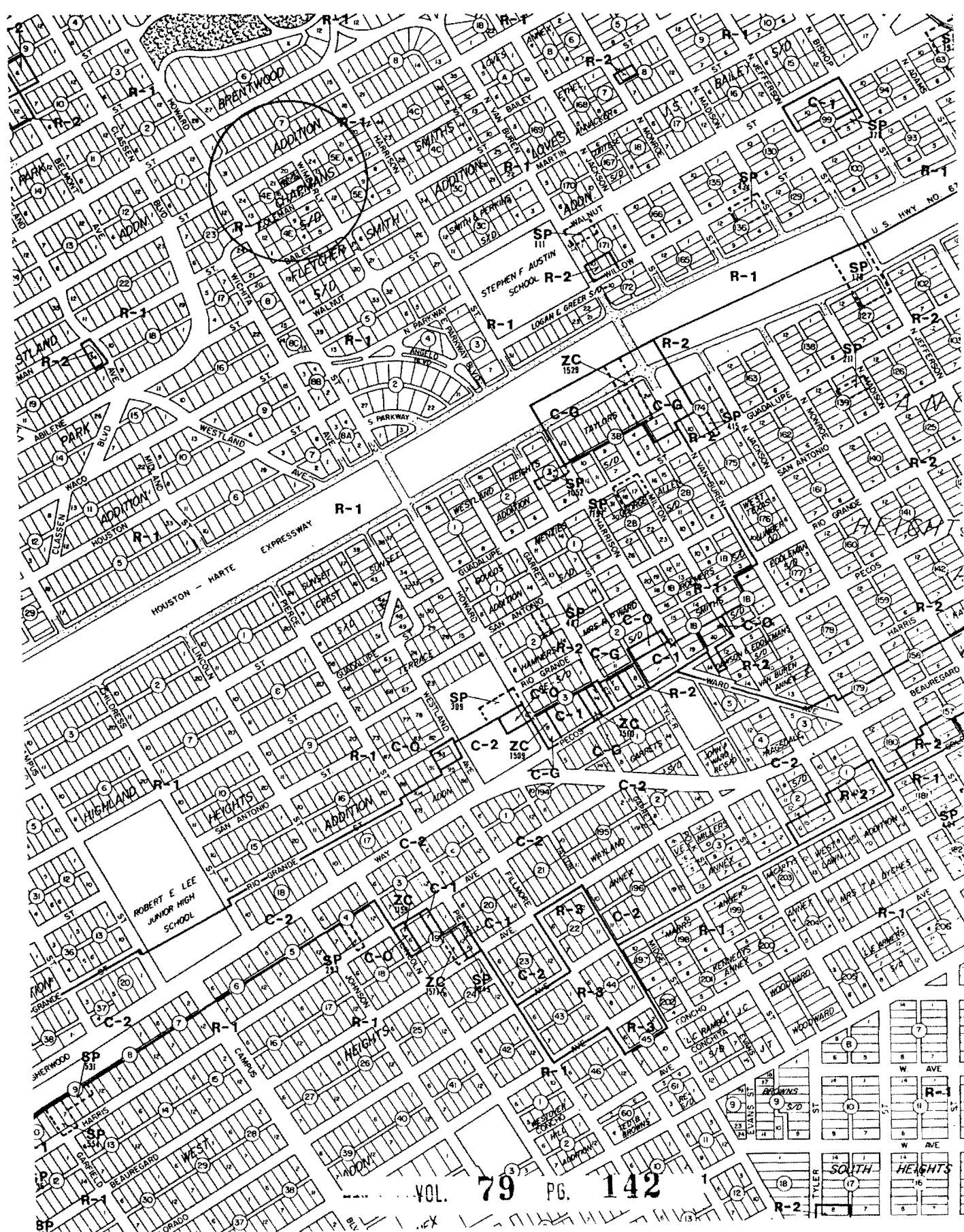
COUNTY OF TOM GREEN

This instrument was acknowledged before me on June 15th, 2004,
by Michael D. Brown, County Judge of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom
Green County.



Elizabeth McGill

Elizabeth McGill
County Clerk
Tom Green County, Texas



HAY, WITTENBURG, DAVIS, CALDWELL & BALE, L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

ONE EAST TWOHIG - THIRD FLOOR - ZIP 76903
P. O. BOX 271 - ZIP 76902-0271
SAN ANGELO, TEXAS

TELEPHONE (325) 658-2728
FAX (325) 655-2278

JOHN A. HAY, JR.
CHARLES J. WITTENBURG
WM. KEITH DAVIS
CYNTHIA O'BRYANT CALDWELL
LARRY W. BALE

PLEASE REFER TO
OUR FILE NO.

June 11, 2004

5642

VIA HAND-DELIVERY

Ms. Anita Dunlap, Administrator
Tom Green County Indigent Health Care Office
113 West Beauregard Avenue
San Angelo, Texas 76903-5887

Re: Indigent Health Care Agreement - Tom Green County and Shannon Business Services, Inc.

Dear Anita:

I am delivering to you four (4) originals of the Indigent Health Care Agreement - Tom Green County and Shannon Business Services, Inc. which you shall submit to the Tom Green County Commissioners Court on Tuesday, June 15, 2004. It is my understanding that Shannon Business Services, Inc. shall have an individual present to answer any questions which the Commissioners Court may have in reference to this Agreement. As I previously advised, I will not be available; therefore, you will be handling this matter for and on behalf of the County.

I am requesting that if the Commissioners Court approve this Agreement that County Judge Michael D. Brown sign all four (4) originals of the Indigent Health Care Agreement - Tom Green County and Shannon Business Services, Inc. as well as all four (4) originals of Amendment 1 and Amendment 2 which are attached to the Indigent Health Care Agreement. After all four (4) originals have been signed, you are to submit those to Lawrence Leonard for his execution. Shannon Business Services, Inc. will retain two (2) of the originals and you shall return one of the originals to me with you to retain the other original for your records. I will forward the one original which I receive to Elizabeth McGill, the County Clerk of Tom Green County, for recordation within the Commissioners Court minutes.

If you should have any questions or you need clarification of any of these matters, please do not hesitate to contact me.

Sincerely,



Wm. Keith Davis

WKD:law
Enclosures

INDIGENT HEALTH CARE AGREEMENT
Tom Green County and Shannon Business Services, Inc.

This Agreement made and entered into by and between Tom Green County, a political subdivision of the State of Texas, hereinafter designated "COUNTY," acting by and through its County Judge, Michael D. Brown, and Shannon Business Services, Inc., hereinafter designated "PHARMACY," acting by and through its Chief Executive Officer, Lawrence Leonard, in consideration of the mutual promises herein contained, agree as follows:

RECITALS

1. Shannon Business Services, Inc. has within its corporate structure two licensed pharmacies identified as Shannon Outpatient Pharmacy ("Outpatient Pharmacy") and Shannon Pharmacy Assistance Program Pharmacy ("PAP Pharmacy") which provides pharmaceutical services to the citizens of Tom Green County, including Indigent Persons, except those pharmaceutical services provided in the Indigent Health Care Agreements with other health care providers. The Outpatient Pharmacy is an approved Medicaid-enrolled pharmacy. The PAP Pharmacy is not a Medicaid-enrolled pharmacy.
2. Tom Green County desires to assure the availability to Indigent Persons pharmaceutical services, and Shannon Business Services, Inc. through the PAP Pharmacy is willing to provide pharmaceutical services to Indigent Persons, upon the terms and subject to the conditions set forth herein. It is the intent of the COUNTY to provide by this contractual agreement for some of the Health Care Services that is required be provided to Indigent Persons under the provisions of the Indigent Health Care and Treatment Act, V.T.C.A. Health and Safety Code § 61.001 et.seq. (the "ACT").

Therefore, the COUNTY and PHARMACY hereto agree as follows:

1. **Definitions.**
 - 1.01 **Indigent Person.** The term "Indigent Person" means any person who (a) is an eligible resident of a county who does not reside in the service area of a public hospital or hospital district and meets the income and resource requirements established by the Act, and (b) is a Resident of Tom Green County. This definition is adopted solely for purposes of this Agreement and does not constitute a definition of "Indigent Person" or "Pauper" for any other purpose.
 - 1.02 **Indigent Care.** The term "Indigent Care" means Health Care Services, which under state law are the responsibility of Tom Green County and are provided to an Indigent Person who (a) is an eligible resident of a county who does not reside in the service area of a public hospital or hospital district and meets the income and resource requirements established by the Act, and (b) are Residents of Tom Green County.

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- 1.03 **Medical Staff.** The term “Medical Staff” means the medical personnel of the PHARMACY or those individuals or entities as selected by the PHARMACY.
- 1.04 **Resident.** The term “Resident” shall be determined in accordance with §6 1.003 of the Act as it now exists or may hereafter be amended.
- 1.05 **Working Days.** The term “Working Days” means normal working business days, i.e., Monday through Friday of each calendar week, exclusive of county holidays.
- 1.06 **Mandated Provider.** The term “Mandated Provider” means a provider of Health Care Services selected by the County that agrees to provide pharmaceutical services to eligible residents.
- 1.07 **General Revenue Levy.** The term “General Revenue Levy” means the property taxes imposed by a county that are not dedicated to construction and maintenance of farm-to-market roads or to flood control under Article VIII, Section 1-a, of the Texas Constitution, or dedicated to the further maintenance of the public roads under Article VIII, Section 9, of the Texas Constitution and the sales and use tax revenue to be received by County during the calendar year in which the state fiscal year begins under Chapter 323, Tax Code, as determined under Section 26.041(d), Tax Code.
- 1.08 **SSI/Medicaid.** The term “SSI” means the Supplemental Security Income program for the aged, blind and disabled, administered by the Social Security Administration. Medicaid is administered by the Department of Human Services (DHS) under 42 U.S.C.A. 1381-1383c.
- 1.09 **Health Care Services.** The term “Health Care Services” means those basic services County is required to provide Indigent Persons under the Act, § 61.028 which are (1) primary and preventative services, including immunizations, medical screening services and annual physical exams, (2) inpatient and outpatient hospital services; (3) rural health pharmacy services; (4) laboratory and X-ray services; (5) family planning services; (6) physician services; (7) payment for not more than three prescription drugs per month; and (8) skilled nursing facility services, regardless of the patient’s age.
- 1.10 **County Indigent Health Care Officer. (CIHCO).** The official designated by the County for overseeing and insuring County and providers compliance with the Act.
- 1.11 **Red Book.** The Red Book is a comprehensive and single source reference for current pricing, packaging, and new product information on top value prescription drugs.
- 1.12 **Medical Necessity or Medically Necessary.** Means, unless otherwise defined (i) preventative, diagnostic and/or therapeutic in nature; (ii) specifically related to the condition which is being treated/evaluated; (iii) rendered in the least costly medically appropriate setting (e.g., inpatient, outpatient, office), based on the severity of the illness and intensity

of service required; and (iv) not primarily for the covered person's convenience or that of his/her physician.

- 1.13 **Pharmacy.** Shall be the PAP Pharmacy unless otherwise changed by Shannon Business Services, Inc. with the written consent of Tom Green County.

2. **Terms of Agreement.**

This Agreement shall be for a period of two (2) years beginning July 1, 2004, and ending on June 30, 2006. The parties shall have the option to renew and extend the Agreement for one (1) year upon the written agreement of the parties.

This Agreement may be amended only in writing executed by the parties through their authorized representatives. Termination or alteration of said Agreement may occur with sixty (60) days written notice by the parties. All amendments shall be submitted to the Commissioners' Court for their consideration and approval.

3. **Mandated Provider.**

PHARMACY agrees that it will be a Mandated Provider for the COUNTY for the purposes of providing Indigent Persons pharmaceutical services, that it will provide such services in accordance with this Agreement; that it will comply with all requirements for a Mandated Provider set out in the Act and will comply with the rules and regulations promulgated by the Texas Department of Health.

4. **Scope of Work.**

Pursuant to this Agreement PHARMACY agrees to provide COUNTY with pharmaceutical services for Indigent Persons within Tom Green County, except those Health Care Services provided in the Indigent Health Care Agreements with other health care providers. The scope of work is as follows:

1. PHARMACY agrees that any services provided under this Agreement will be medically necessary pursuant to the order of medical personnel licensed by the State of Texas. Compliance with this section will be certified in writing to the COUNTY on a periodic basis or as required by COUNTY.
2. PHARMACY shall provide pharmaceutical services for eligible Indigent Persons residing within Tom Green County. Indigent eligibility to be determined by Indigent screening services provided by Tom Green County Indigent Health Care.
3. PHARMACY shall confirm Indigent Persons eligibility for pharmaceutical services before providing pharmaceutical services. Only eligible and allowed claims shall

be approved for pharmaceutical services .

4. PHARMACY shall make pharmaceutical services available during regular PHARMACY business hours established by PHARMACY for a minimum of forty (40) hours per week.
5. Maintain all files and documentation (medical records) regarding each Indigent Person in conjunction with Tom Green County Indigent Health Care Director.
5. **Financial Responsibility for Indigent Care.** COUNTY's obligation to pay for Indigent Care provided Indigent Persons shall be limited in accordance with the terms set out in 8.01 of this Agreement. The COUNTY's obligation to reimburse PHARMACY for Indigent Care shall be limited as follows:
 - (a) rates established pursuant to 9.01 of the Agreement for Indigent Health Care;
 - (b) provided, the maximum obligation of the COUNTY per county fiscal year shall not exceed payment for a total of 30 days (cumulative) of inpatient hospitalization and/or care in a skilled nursing facility, or a maximum payment of \$30,000.00 for all mandatory services provided to an Indigent Person, whichever is reached first; and
 - (c) provided, the maximum liability of the COUNTY for all services and payments in any one state's fiscal year is limited to eight percent (8%) of the County's General Revenue Tax Levy. If the 8% is expended, and state funding is available for further care as authorized by the Act, then the COUNTY is obligated for 10% of additional costs and the State of Texas is obligated for the remaining 90%. If the State of Texas has notified the COUNTY that the state funds have been depleted and are no longer available, the CIHCO will shut down the indigent health care program as authorized by the Act and no rollback will be granted to any provider for services rendered during the shut down period.
6. **Notice Requirements.** COUNTY and PHARMACY agree to comply with any notice requirements.
7. **Application and Determination of Eligibility.** PHARMACY shall not be required to accept or process any applicant or make the determination of the eligibility for any applicant for Indigent Care; however PHARMACY shall determine the eligibility of an Indigent Person for Pharmaceutical Assistance Program (PAP).
8. **Reimbursement.**
- 8.01 PHARMACY shall submit bills to COUNTY for Indigent Care provided to Indigent Persons at the PHARMACY. Bills will be submitted to COUNTY CIHCO as they are incurred and

subject to payment under the Indigent Health Care Payment Standards utilizing the Red Book formulation. After review of bills, the CIHCO shall submit their recommendations of payment to the County Treasurer for processing and the County Treasurer will then submit the bills to the County Auditor for audit. The County Treasurer will present the bills at the Commissioners' Court next regularly scheduled meeting after the examination and approval of the bills. In the event that any bills submitted by PHARMACY to the COUNTY should contain charges that the COUNTY believes may not be eligible for reimbursement the COUNTY shall pay the portion of the bills that are not disputed, within 95 days of receipt.

- 8.02 If COUNTY determines, in good faith, that the patient for whom PHARMACY has billed COUNTY, was not an Indigent Person pursuant to this Agreement, the CIHCO shall notify PHARMACY of this determination within ninety (90) days from the date of service.
- 8.03 Except as provided in 9 below and except in cases of fraud, misrepresentation or clerical error, COUNTY, through CIHCO, shall have the right to disallow payments to PHARMACY only if the patient for whom PHARMACY submits a bill to COUNTY is not an Indigent Person as defined in the Act.

9. **Cost of Indigent Care.**

- 9.01 COUNTY is liable for paying the amounts established by the Texas Department of Health (TDH) as the payment standard for mandatory services as set forth in applicable regulations including 25 T.A.C. 14.203.
- (a) The payment standard for pharmaceutical services is the Red Book Average Wholesale Price rate for allowable pharmaceutical services as established by the Texas Department of Health (TDH) Indigent Health Care Payment Standards.
- (b) COUNTY will reimburse for prescription drugs at the Red Book wholesale price minus 10%, plus the basic dispensing fee established by the Texas Department of Health.

Provided, however, if the regulations promulgated for payment of pharmaceutical services are changed subsequently to require additional or different payment standards, PHARMACY and COUNTY will utilize the new standards.

- 9.02 PHARMACY will bill COUNTY for services covered by this Agreement at the rates set forth in 9.01 of this Agreement as limited by the terms set forth in 5 of this Agreement.
- 9.03 PHARMACY shall attempt to ascertain whether a person seeking Indigent Care at the PHARMACY is eligible for participation in the Medicaid or Medicare programs or for coverage by any other third-party payors. It is understood by the parties that initially the provision of services under this Agreement are through the PAP Pharmacy, which is not a

Medicaid enrolled pharmacy. In the event the PAP Pharmacy becomes a Medicaid enrolled pharmacy or in the event services provided for under this Agreement will be provided by a Medicaid enrolled Pharmacy, the following requirements as defined in Section 9.03 shall apply.

- (a) If it is determined by PHARMACY that a patient may reasonably be eligible for such coverage, then PHARMACY shall direct the patient to Tom Green County Indigent Health Care Department who shall provide that patient with assistance in preparing and presenting his application for coverage.
- (b) If such patient is later determined to be eligible for Medicare or Medicaid, amounts received by PHARMACY for Medicare or Medicaid reimbursements for treatment of that patient shall be returned to the COUNTY to the extent that payments were made from the COUNTY to PHARMACY.

9.04 In computing the amounts PHARMACY will bill the COUNTY for pharmaceutical services, PHARMACY may not include the following:

- (a) any amount that PHARMACY has received, or is entitled to receive, from a third party insurer or under a governmental program; provided, however, if the health care source pays less than the appropriate payment standard as specified in 9.01 of this Agreement, COUNTY is responsible for the amount remaining up to the payment standard amount;
- (b) any amount in excess of the payment that PHARMACY has received, or is entitled to receive, from a third party insurer or under a governmental program where PHARMACY has agreed or is otherwise required to accept this payment as payment in full for the services; and
- (c) any amount for which reimbursement would be available under Medicare, Medicaid or similar programs if the PHARMACY does not participate in those programs.

9.05 The COUNTY is classified as the payor of last resort and shall provide assistance only if other public or private sources of payment are inadequate or unavailable.

10. Availability of Records.

10.01 PHARMACY agrees to maintain and make available for inspection, by the County, upon request consistent with personal privacy and subject to the limitation of state law any and all records necessary to document PHARMACY'S provision for pharmaceutical services to Indigent Persons of Tom Green County.

- (a) Such records shall be maintained for at least four years after the date services were

provided. COUNTY and PHARMACY shall ensure the confidentiality of the information it receives pursuant to this contract in accordance with federal, state and local confidentiality laws. PHARMACY is not precluded from using the information it receives to determine if individuals qualify for other medication programs including, but not limited to, those established by pharmaceutical manufacturers.

- (b) The records described in 10.01(a) shall be made available for inspection and audit by the Texas Department of Health (TDH), for determination of the COUNTY'S eligibility for financial assistance under the Act to the extent required by state or federal law imposed on PHARMACY or the COUNTY.
- (c) County Financial and related records pertaining to this Agreement shall be made available to PHARMACY for review upon written request.

10.02 As a prerequisite to obtaining Indigent Care, Indigent Persons shall be required to authorize release of their medical records to the COUNTY.

- 11. **Responsibility of Employers.** PHARMACY is an independent contractor and not an agent of the COUNTY. COUNTY and PHARMACY shall each be solely responsible for the wages, benefits, insurance all other costs of employing their respective employees.
- 12. **Scope of Indigent Care.** Under the terms of this Agreement, the medically necessary care for which the COUNTY agrees to pay is limited to those services required by the Act as further defined by the regulations promulgated thereunder including but not limited to 25 T.A.C. 14.201 and 14.202.
- 13. **Personnel.** Shannon Business Services, Inc. shall perform all services associated with this Agreement. PHARMACY may, at its sole discretion and expense, engage independent contractor(s) to perform certain aspects of pharmaceutical services. PHARMACY shall determine the independent contractor(s) who provide pharmaceutical services to the Indigent Persons within Tom Green County are competent and qualified to perform those services.
- 14. **Place of Payment.** Payment shall be made to Shannon Pharmacy Assistance Program Pharmacy in care of Paul McKinzie at 2030 Pulliam Street, Suite 16, San Angelo, Texas 76905.
- 15. **Exclusivity.** This Agreement is nonexclusive and nothing herein shall in anyway limit the right of the parties to enter into agreements with other individuals or entities to provide the same or similar service or to use the same or similar written materials as are used in performance of this Agreement.
- 16. **Relationship of the Parties.** The PHARMACY is associated with the COUNTY for the performance of pharmaceutical services to Indigent Persons within Tom Green County. The

PHARMACY is and shall be an independent contractor and subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the services under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal-agent, or to otherwise create any liability for the COUNTY whatsoever with respect to the indebtedness, liabilities and obligations of the PHARMACY. The PHARMACY shall be solely responsible for (and the COUNTY shall have no obligation with respect to) payment of all federal income, FICA and other taxes owed or claimed to be owed by the PHARMACY, arising out of this Agreement, and the PHARMACY shall indemnify and hold the COUNTY harmless from and against, and shall defend the COUNTY against, any and all losses, damages, claims, costs, penalties, liabilities and expenses whatsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IF TO COUNTY:

Name: Honorable Michael D. Brown
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone: 325/653-3318
Facsimile: 325/659-3258

IF TO PHARMACY:

Name: Rosanne Austin
Title: Director
Address: 120 East Harris
San Angelo, Texas 76903
Telephone: 325/657-5123
Facsimile: 325/657-5401

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between authorized representatives of COUNTY and PHARMACY.

-
18. **Governing Law and Forum.** This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in San Angelo, Tom Green County, Texas, in the State Courts located in San Angelo, Tom Green County, Texas. For purposes of this Agreement, venue shall be in Tom Green County, Texas.
19. **Extent of Agreement.** This Agreement, Amendment 1, and Amendment 2 attached hereto represents the entire Agreement between PHARMACY and COUNTY and supersedes all prior negotiations, representations or agreements, whether written or oral.
20. **Exclusive Right to Enforce Agreement.** COUNTY and PHARMACY 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.
21. **Amendment.** This Agreement may be amended only in writing, with such written amendment being approved and executed by the Parties. All amendments shall be submitted to and approved by the Commissioners' Court.
22. **Force Majeure.** In the event either party is kept from performing its obligations hereunder because of strike, war, riot, fire, flood, earthquake, natural disaster, or any other event beyond its control, then such Party shall be relieved of its obligations to perform until such time as the factor inhibiting performance has abated.
23. **Attorneys Fees.** In the event of the bringing of any legal action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable and necessary attorneys fees in accordance with the Civil Practice & Remedies Code.
24. **INDEMNIFICATION.** PHARMACY COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL THIRD-PARTY CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING TO ANY AND ALL DAMAGES (BODILY INJURY, DEATH AND DAMAGE TO PROPERTY), CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, LIABILITIES OR FINES ARISING BY REASON OF OR IN CONNECTION WITH PHARMACY'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF PHARMACY IN CONNECTION

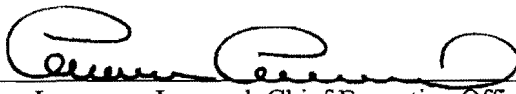
WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY PHARMACY TO INDEMNIFY AND PROTECT COUNTY FROM THE PHARMACY'S ACTUAL OR ALLEGED NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.

25. **RELEASE.** PHARMACY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY, THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, OFFICERS, ELECTED OFFICIALS AND LEGAL REPRESENTATIVES, FROM ANY LIABILITY ARISING OUT OF THE NEGLIGENCE OF PHARMACY FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSON OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
26. **Binding Agreement.** This Agreement is binding upon and shall ensure to the benefit of the parties, personal representatives and successors, as applicable.
27. **Assignment of Rights and Delegation of Duties.** Due to the unique nature of the Health Care Services, the parties agree that the PHARMACY may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the COUNTY, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by the PHARMACY shall not be considered an assignment of rights or delegation of duties.
28. **Captions.** The heading of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date indicated.

"PHARMACY"

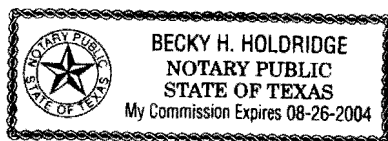
SHANNON BUSINESS SERVICES, INC.

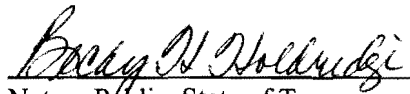
By:  6-15-04
Lawrence Leonard, Chief Executive Officer Date

STATE OF TEXAS §

COUNTY OF TOM GREEN §


This instrument was acknowledged before me on the 15th day of June, 2004, by LAWRENCE LEONARD, Chief Executive Officer, on behalf of SHANNON BUSINESS SERVICES, INC.




Notary Public, State of Texas

"COUNTY"

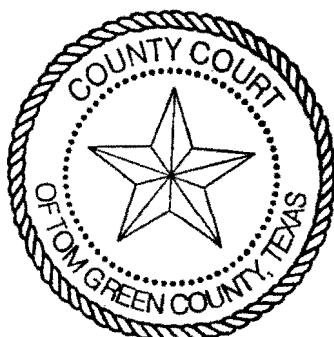
TOM GREEN COUNTY

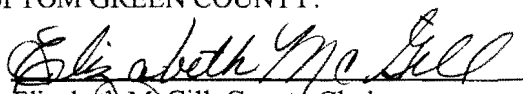
By:  June 15, 2004
MICHAEL D. BROWN, County Judge Date
Tom Green County, acting in his official
capacity as County Judge and not individually

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 15th day of June, 2004, by MICHAEL D. BROWN, County Judge, on behalf of TOM GREEN COUNTY.




Elizabeth McGill, County Clerk,
Tom Green County, Texas

**AMENDMENT 1 TO INDIGENT HEALTH CARE AGREEMENT
BETWEEN TOM GREEN COUNTY AND SHANNON BUSINESS SERVICES, INC.**

This Amendment 1 to the Agreement between Shannon Business Services, Inc. and Tom Green County ("Agreement"), for the provision of Indigent Health Care is effective July 1, 2004, and is entered into by and between Tom Green County ("County") and Shannon Business Services, Inc. ("Pharmacy").

WHEREAS, Shannon is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must comply with the Standards for Privacy of Individually Identifiable Health Information.

WHEREAS, County may have access to confidential documents on behalf of Pharmacy, including individually identifiable health information; and

WHEREAS, HIPAA requires that entities that do business with covered entities contractually agree to the protection of individually identifiable health information and to recognize certain rights now afforded to individuals concerning the individuals' identifiable health information.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

"Covered Entity" is the organization required by the Health Insurance Portability and Accountability Act of 1996 to maintain the confidentiality of protected health information. Covered Entity shall mean Shannon Business Services, Inc.

"Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by County from or on behalf of Covered Entity.

"Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1. **Obligations of County.**

A. **Permitted Use.**

County may have access to confidential documents, including Protected Health Information, in their participation in the providing for the pharmaceutical services of Indigent Persons from Covered Entity and for the payment of such services.

B. **Safeguards.**

County agrees to use appropriate safeguards to prevent disclosure of the Protected Health Information while such Protected Health Information is still identifiable. County understands that when Protected Health Information is within his or her control, all reasonable means to prevent it from being disclosed to others must be used.

C. **Mitigate.**

County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of Protected Health Information by County in violation of the requirements of this Agreement.

D. **Reporting of Non-permitted Use.**

County agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement to the Privacy Officer at 325/657-5195.

E. **Agents and Subcontractors.**

County agrees to ensure that any agent, including a subcontractor, who is involved in the collection, transportation, or destruction of Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to County with respect to such information.

F. **Internal Practices, Books and Records.**

County agrees to make internal practices, books, and records relating to the destruction of Protected Health Information received from Covered Entity available to the Covered Entity, or to the Secretary of Health and Human Services for purposes of determining compliance with this Agreement and/or the Privacy Rule.

2. **Term and Termination.**

This Agreement shall become effective on the later of July 1, 2004, or the date that the Privacy Regulation goes into effect or the date this Agreement was entered into and shall terminate when all of the Protected Health Information collected by County from Covered Entity is destroyed.

3. **Termination for Cause.**

Covered Entity may terminate this Agreement for cause in the event County fails to destroy Protected Health Information or fails to take reasonable precautions to keep the Protected Health Information from being inappropriately disclosed prior to destruction. Instead of immediate termination of this Agreement, Covered Entity may provide County with a written demand for cure of any breach, including requiring County to mitigate any damages cause by any inappropriate disclosure of Protected Health Information.

4. **Effect of Termination.**

County shall return or destroy all Protected Health Information received from Covered Entity upon termination of this Agreement, for any reason. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of County. County shall retain no copies of the Protected Health Information.

5. **Health and Human Services Agents.**

County agrees to cooperate with any investigation by the Secretary, or his agent, or an oversight agency, to help them determine if Pharmacy is complying with federal or state privacy laws.

6. **Disclosures Required by Law.**

Nothing in this agreement prevents County from making a disclosure of confidential patient information if required by law to make such a disclosure.

7. **Miscellaneous.**

A. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.


B. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and

Accountability Act, Public Law 104-191.

- C. **Survival.** The respective rights and obligations of County under Section 4 of this Agreement shall survive the termination of this Agreement.
- D. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

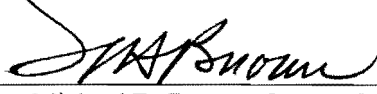
Entered into to be effective on the date set forth above.

Shannon Business Services, Inc.
120 East Harris
San Angelo, Texas 76903
325/653-6741

By: 
Lawrence Leonard, Chief
Executive Officer

Date: 6-15-04

Tom Green County
122 West Harris
San Angelo, Texas 76903
325/653-3318

By: 
Michael D. Brown, County Judge,
Tom Green County, acting in his
official capacity as County Judge and
not individually

Date: June 15th, 2004

**AMENDMENT 2 TO INDIGENT HEALTH CARE AGREEMENT
BETWEEN TOM GREEN COUNTY AND SHANNON BUSINESS SERVICES, INC.**

CERTIFICATION BY APPROPRIATE OR LOCAL GOVERNMENT OFFICIAL THAT SHANNON WEST TEXAS MEMORIAL HOSPITAL AND SHANNON BUSINESS SERVICES, INC. IS UNDER CONTRACT TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS.

In order to meet eligibility requirements for a disproportionate share hospital to buy discounted outpatient drugs under Section 340B of the Public Health Service Act, this certification must be filled out and returned to the Office of Pharmacy Affairs

SHANNON WEST TEXAS MEMORIAL HOSPITAL
Disproportionate Share Hospital

San Angelo
City

Texas
State

Rosanne Austin
Contact

Director of Pharmacy
Title

(325)657-5123
Phone Number

Shannon Business Services, Inc.
Disproportionate Share Hospital Pharmacy

San Angelo
City

Texas
State

Rosanne Austin
Contact

Director of Pharmacy
Title

(325)657-5123
Phone Number

I certify the contracts between Tom Green County and Shannon West Texas Memorial Hospital and Shannon Business Services, Inc. and Tom Green County are in the public interest in providing health care services to low income individuals who are not entitled to benefits under Title XVII, or eligible for assistance under the State plan under Title XIX of the Social Security Act. To the best of my knowledge, the disproportionate share hospital and the disproportionate share hospital pharmacy are accepting no reimbursement or considerably less than the full reimbursement for services provided.

Signature of State or Local Government Official



Date: June 15, 2004

Michael D. Brown
Name

County Judge
Tom Green County
Title and Organization

122 West Harris
San Angelo, Texas 76903
Address

(325)653-3318
Phone Number

OPA Mailing Address and Telephone Number:
Office of Pharmacy Affairs
4350 Ease West Highway, Room 9-3D3
Bethesda, Maryland 20814
(301)594-4353 Office
(301)594-4982 Fax



No Plan Change Notice and Rate Acknowledgment

Variable-Rate Plan

Please submit this form if your county or district is not making plan revisions for 2005. Keep in mind that even if your county or district elects no benefit changes, your required employer contribution rate may change for 2005. An order or resolution must be submitted to TCDRS if your county or district is authorizing any new option, right or benefit. Please contact TCDRS if you have questions.

Tom Green County

325

Employer Name

Employer Number

2005 Plan Rates

My county or district chooses to make no plan changes for 2005. I understand that our employee deposit and employer contribution rates will be:

Employee Deposit Rate:

7.00%

Employer Contribution Rate:

7.17%

Employer Certification

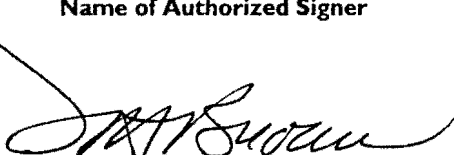
Only the chair of the governing board or the official TCDRS correspondent may sign this form.

MICHAEL D. "MIKE" BROWN

Name of Authorized Signer

TOM GREEN COUNTY JUDGE

Title



Authorized Signature

6-15-04

Date