

**Tom Green County Commissioners' Court**  
**August 29<sup>th</sup>, 2006**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session August 29<sup>th</sup>, 2006. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2-  
Steve Floyd, Commissioner of Precinct #3  
Richard Easingwood, Commissioner of Precinct #4  
Michael D. Brown, County Judge

1. County Judge Michael Brown called the meeting to order at 8:33 AM.
2. Commissioner Karl Bookter offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner Easingwood moved to accept the Consent Agenda as presented Commissioner Floyd seconded the motion. The following items were presented:**

**A. Approved the Minutes of the Regular Meetings from August 22<sup>nd</sup>, 2006.**

**B. Approved the Minutes of Accounts Allowable (Bills)**  
from August 23<sup>rd</sup> – 29<sup>th</sup>, 2006 in the amount of \$360,850.90. (Recorded with these Minutes.)

**Approved the Purchase Orders**

From August 21<sup>st</sup> – 25<sup>th</sup>, 2006 in the amount of \$ 91,545.47.

**C. Accepted the 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 DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Rios, Jessica L.	Vehicle Registration	New Hire	8-21-06	13/1	\$805.00 S/M	
Acosta, Noe	Juvenile	Promotion	9-03-06	N/A	\$791.66 S/M	
Galvan, Vanessa	County Attorney	New Hire	8-22-06	N/A	\$6.45 S/M	
Torres, Cheryl M.	District Court	Transfer	9-05-06	N/A	\$1035.78 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. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Prieto, Andrew J.	Elections	Resignation	8-16-06	N/A	\$6.00/Hour	
Delgado, Alicia O.	Library	Resignation	8-31-06	N/A	\$6.05/Hour	

The following personnel actions are presented for **Grants** as a matter of record: **NONE**

**A. Approved sale of City Tax Trustee Lots:**

1. 0.2169 acre tract out of the James Williams Survey 121 1/2, Suite #B-02-0062-T in the amount of \$ 5,180.00 to Alfredo and Maria V. Maskill.
2. Lot 10, Block "R", Spencer Addition #2, Suite #B-4033-B in the amount of \$ 1,500.00 to Connie G. Ortiz.
3. 0.473 acres out of the James Williams Survey 121 1/2, Suite #B-96-0136-T in the amount of \$ 750.00 to John R. and Yvonne P. Rangel. (Recorded with these minutes.)

The motion passed 5-0.

4. Commissioner Floyd moved to approve contract for services provided to the Attorney General's Office by the District Clerk's Office and authorize the County Judge to sign all necessary papers. Commissioner Easingwood seconded the motion. The motion passed 5-0. Recorded with these minutes.
12. Commissioner Floyd moved to approve the request from Constables James Smith (#3) and Alvie Hester (#4) for a \$4,000.00 fuel cost adjustment for the Mental Health Unit to come from the Courthouse Special Project Fund 001-140-0514 in the form of a grant to complete the FY2006 Budget. Commissioner Bookter seconded the motion. The motion passed 5-0.
13. Judge Brown moved to approve the request from the Water Valley Volunteer Fire Department to use the small cabin in Harper Park at no cost for their Annual Haunted House Fund Raiser. Commissioner Floyd seconded the motion. The motion passed 5-0.
5. Ann Giddens explained that the YWCA, in Abilene, has a screening program for breast and cervical cancers. She explained that the program does screening for Tom Green County residence who have no insurance and do not qualify as indigent, Medicaid or Medicare, twice a month at Shannon and requested consideration for some assistance from the court to help cover the cost of this service. **No Action was taken at this time for the request for support of the YWCA Breast Cancer Awareness Program.**
8. Judge Brown moved to set the following dates for Commissioners' Court meetings in FY 2007:

***Regular Meetings are the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month, unless otherwise noted***  
*No agenda items accepted for 1<sup>st</sup>, 3<sup>rd</sup>, or 5<sup>th</sup> Tuesday - these meetings are ONLY to approve Bills; P. O's; Pers. Actions; & Line Item Transfers.*

#### MEETING DATES

#### HOLIDAYS

& meet to pay bills, etc., ONLY

Tuesday	October 3 <sup>rd</sup>	<b><i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item Transfers</i></b>
---------	-------------------------	--

		Columbus Day –
Monday, 9 <sup>th</sup>		
Tuesday	October 10 <sup>th</sup>	
Tuesday Transfers	October 17 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday 10 <sup>th</sup>	October 24 <sup>th</sup>	Veteran's Day – Friday,
		Commissioners Courtroom to be remodel Oct. 24 p.m. thru November 13
Tuesday Transfers	October 31 <sup>st</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday Transfers	November 7 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday 23 <sup>rd</sup> & Fri. 24 <sup>th</sup>	November 14 <sup>th</sup>	Thanksgiving Holidays - Thurs.
Tuesday Item Transfers	November 21 <sup>st</sup>	NO MEETING to approve Bills; Purchase Orders; Personnel Actions; Line Item
	<u>Tuesday</u>	<u>November 28<sup>th</sup></u>
Tuesday Transfers	December 5 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	December 12 <sup>th</sup>	
Tuesday & Tuesday 26 <sup>th</sup>	December 19 <sup>th</sup>	Christmas Holidays Monday 25 <sup>th</sup>
		New Year's Day –
Monday, January 1		
Tuesday Transfers	January 2 <sup>nd</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	January 9 <sup>th</sup>	
Tuesday Transfers	January 16 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	January 23 <sup>rd</sup>	
Tuesday Transfers	January 30 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday Transfers	February 6 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	February 13 <sup>th</sup>	
Tuesday Transfers	February 20 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	February 27 <sup>th</sup>	
Tuesday Transfers	March 6 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
	<u>Tuesday</u>	<u>March 13<sup>th</sup></u>
Tuesday Transfers	March 20 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	March 27 <sup>th</sup>	
Tuesday Transfers	April 3 <sup>rd</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	April 10 <sup>th</sup>	Good Friday - April 6 <sup>th</sup>
Tuesday Transfers	April 17 <sup>th</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item
Tuesday	April 24 <sup>th</sup>	
Tuesday Transfers	May 1 <sup>st</sup>	ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item

Tuesday	May 8 <sup>th</sup>	
Tuesday Transfers	May 15 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	May 22 <sup>nd</sup>	Memorial Day –
Monday, May 28 <sup>th</sup>		
Tuesday Transfers	May 29 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday Transfers	June 5 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	June 12 <sup>th</sup>	
Tuesday Transfers	June 19 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	June 26 <sup>th</sup>	Independence Day,
Wednesday, July 4 <sup>th</sup>		
Tuesday Transfers	July 3 <sup>rd</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	July 10 <sup>th</sup>	
Tuesday Transfers	July 17 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	July 24 <sup>th</sup>	
Tuesday Transfers	July 31 <sup>st</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday Transfers	August 7 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	August 14 <sup>th</sup>	
Tuesday Transfers	August 21 <sup>st</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	August 28 <sup>th</sup>	Labor Day – Monday,
September 3 <sup>rd</sup>		
Tuesday Transfers	September 4 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	September 11 <sup>th</sup>	
Tuesday Transfers	September 18 <sup>th</sup>	<i>ONLY to approve bills; Purchase Orders; Personnel Actions; Line Item</i>
Tuesday	September 25 <sup>th</sup>	

Commissioner Easingwood seconded the motion. The motion passed 5-0.

6. Judge Brown moved to adopt the Resolution Supporting Designation of Competitive Renewable Energy Zones in West Texas, Pursuant to SB 20 and PUC Project number 31852. Commissioner Hoelscher seconded the motion. The motion passed 5-0. (Recorded with these minutes.)

**11. There was no action regarding membership in the Transportation Excellence for the 21<sup>st</sup> Century (TEX-21).**

12. **There was no action** regarding membership in the National Associations of Counties (NACO).

**13. There were no Committee Reports** regarding the Library/former Hemphill Wells Building.

**14. There were no issues discussed** relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations

**15. Judge Brown moved to approve the following line item transfer for the record:**

**Fund:** General Fund 001

<b>Department</b>	<b>Account</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
054 Sheriff	0136 Corporal		(\$27,882.00)
054 Sheriff	0475 Equipment	\$10,000.00	
054 Sheriff	0335 Auto Repair	\$17,882.00	
054 Sheriff	0514 Special Projects		(\$10,000.00)
054 Sheriff	0571 Automobiles	\$10,000.00	
054 Sheriff	0514 Special Projects		(\$20,000.00)
054 Sheriff	0301 Office Supplies	\$ 1,000.00	
054 Sheriff	0335 Auto Repair	\$19,000.00	
140 Building Maint. Courthouse	0514 Special Projects		(\$
4,000.00)			
to			
<b>Fund</b>	<b>Department</b>	<b>Account</b>	
650 Constable	058 Mental Health	0335 Gasoline	\$ 4,000.00
052 51 <sup>st</sup> DA	360 Fines&Forfeiture	3605 Asset Forfeiture	\$40,000.00
Forfeiture			
052 51 <sup>st</sup> DA	252 Expenditure	0481 Miscellaneous	\$40,000.00
Forfeiture			
005 R&B	198 R&B 1&3	0338 Diesel Fuel	\$25,264.00
005 R&B	198 R&B 1&3	0573 Road Equipment	(\$25,264.00)

**Commissioner Easingwood seconded the motion. The motion passed 5-0.** (Recorded with these minutes.)

**16. Future Agenda Items: None**

**17. Announcements:**

**18. There will be a Salary Grievance Committee Meeting August 31, 2006.**

- 19. All County Offices will be closed September 4<sup>th</sup>, 2006 in observance of Labor Day.**
- 20. There will be a special meeting to discuss the FY 2007 Budget on September 5<sup>th</sup>, 2006.**
- 21. The next Regular meeting of the Commissioners' Court will be September 12<sup>th</sup>, 2006.**

**22. Judge Brown adjourned the meeting at 9:46 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 August 29<sup>th</sup>, 2006.**

**I hereby set my hand and seal to this record August 29<sup>th</sup>, 2006.**

---

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

4B

# Treasurers' Report on Bills during the Period of

August 23, 2006 TO August 29, 2006

Hand delivered Date: 08/25/06 Time: 3:00 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.

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

CSCD, CRTC, and Juvenile submit invoices related to CSCD or JUV 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

OPER – County Budget General Operating Account  
JUV- State Budget Juvenile Operating Account  
CE - Operating Account-Cafeteria Plan Trust-Employee Deductions  
BOND- Property Tax Budget Bond Issues Operating Account

CSCD- State Budget CSCD General Operating Account  
PC- Clearing account- Paychecks – Benefits-Deductions  
95 - Operating Account for Detention Construction Funds  
FORT- Operating Account for Sheriff and District Attorney Forfeiture Funds

\$307,290.90 All Bank Accounts- Refer to Last Page

Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

-\$440.00 Jury Checks

8/15/2006

Duplicate Jury Checks 10909-10918

Voids-Month of

On C.C. Report 08/09/06-08/22/06

Miscellaneous

\$306,850.90 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mata, Deputy Treasurer

Approved in Commissioner's Court on August 29, 2006

Ralph Hoelscher

Ralph Hoelscher, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Steve Floyd

Steve Floyd, Commissioner Pct #3

Richard Easingwood

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

*The City Of*  
**San Angelo, Texas**

P.O. Box 1751 - Zip 76902



August 8, 2006

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

RE: Sale of Tax Foreclosure Property(s) – 0.2169 acre tract out of the James Williams Survey 121 ½, Suit No. B-02-0062-T

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in April 2006 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 size of the acreage is 70' x 135' and is located at 120 E 21st Street.

The City has received an offer from Alfredo and Maria V. Maskill in the amount of \$ 5,180.00 for the purchase of the 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.

0.2169 acre out of James Williams Survey 121 ½

Taxes	\$ 3,824.00
Post Judgment Taxes	762.33
District Clerk	236.00
Sheriff Fees	100.00
Attorney Fees	257.00
Admin	<u>350.00</u>
	\$ 5,529.33



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

Sincerely,

A handwritten signature in cursive script that reads "Sheila Carver". The signature is fluid and elegant, with the first name "Sheila" and the last name "Carver" clearly distinguishable.

Sheila Carver  
Property Management Tech  
City of San Angelo

*The City Of*

# San Angelo, Texas

*P.O. Box 1751 - Zip 76902*



August 18, 2006

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

RE: Sale of Tax Foreclosure Property(s) – Lot 10, Block "R", Spencer Addition #2, Suit No. B-4033-B; 0.473 acres out of James Williams Survey # 121 ½, Suit No. B-96-0136-T

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in September 1977 and March 2002 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 size of the lot in Spencer Addition is 50' x 150' and is located on Probandt Street.

The acreage in the James Williams Survey is vacant land and is located at 110 E 21<sup>st</sup> Street.

The City has received an offer for the property located in Spence Addition from Connie Ortiz in the amount of \$ 1,500.00 for the purchase of the property.

The City has received an offer for the property located in the James Williams Survey from John R. & Yvonne P. Rangel in the amount of \$ 750.00 for the purchase of the property. This property is being sold for development under the City's Urban Redevelopment Program.

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.

VOL. 85 PG. 233

Lot 10, Block "R" Spencer Addition No. 2

Taxes	\$ 47.86
District Clerk	339.52
Sheriff Fees	-0-
Attorney Fees	100.00
Admin	<u>350.00</u>
	\$ 837.38

0.473 acres out of James Williams Survey 121 ½

Taxes	\$ 3,721.05
District Clerk	151.00
Sheriff Fees	40.00
Attorney Fees	240.00
Liens	36.00
Admin	<u>50.00</u>
	\$ 4,238.05

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



OFFICE of the ATTORNEY GENERAL  
GREG ABBOTT

July 13, 2006

The Honorable Sheri Woodfin  
District Clerk, Tom Green County  
112 W. Beauregard  
San Angelo, TX 76903-5850

**Re: Contract between Tom Green County and the Office of the Attorney General of Texas,  
Contract No. 07-C0124**

Dear Colleague:

I am sending you two original copies of the above referenced Contract for your County Judge's signature. The contract references five (5) attachments. Only Attachment E is required to be returned with the signed contracts. For your convenience, an extra copy of Attachment E has been included. The following table provides further clarification of the contract attachments:

Attachment	Description	Instructions
A	OAG Information and Security Policy Manual	All personnel requesting access to the OAG child support system must read the OAG Information and Security Policy Manual.
B	Security Statement	Attachment B is required for all personnel requesting access to the OAG child support system and must be acknowledged each time a user accesses the system.
C	Child Support Online Login Policy	Attachment C is required for all personnel requesting access to the OAG child support system and must be acknowledged each time a user accesses the system.
D	Data Integrity Procedures	Attachment D provides procedures for county personnel to verify member information before updating the TXCSES Web system
E	Certification Regarding Lobbying	One copy of Attachment E, signed by the County Judge, must be returned with the original contracts.

VOL. 85 PG. 235

Please return both copies of the Contract to the following address when the original copies of the Contract have been signed:

Office of the Attorney General  
Attn: Sue Myers  
Child Support Division, Mail Code 058-3  
P.O. Box 12017  
Austin, Texas 78711-2017

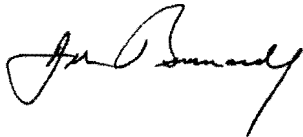
I will forward the contracts to the Director of Child Support for final signature once the signed copies have been received by our office. An original copy of the executed contract will be returned to you after all signatures have been obtained.

Please contact the following staff if you have questions:

Name	Phone number	E-mail address	Questions related to...
Vicki Green	(512) 460-6837	<a href="mailto:vicki.green@cs.oag.state.tx.us.com">vicki.green@cs.oag.state.tx.us.com</a>	terms and conditions of the contract
Sue Myers	(512) 460-6379	<a href="mailto:sue.myers@cs.oag.state.tx.us.com">sue.myers@cs.oag.state.tx.us.com</a>	execution of the contract

Thank you for your cooperation and assistance.

Sincerely,



Allen Broussard  
Manager, Government Contracts  
Child Support Division

**Cooperative Agreement  
between  
The Office of the Attorney General  
of the State of Texas  
and  
Tom Green County, Texas**

**CONTRACT NO.07-C0124**

**1 INTRODUCTION & PURPOSE**

- 1.1 This document encompasses furnishing Registry Only court order information relating to Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas Child Support State Disbursement Unit (SDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a County contracting to provide Local Customer Service must also contract to provide State Case Registry.
- 1.2 Tom Green County ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the SDU.
- 1.3 This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.
- 1.4 The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES ) and any applicable automated systems used by the OAG's Vendor for the SDU including all of their subsystems, functions, processes, and security requirements.
- 1.5 Unless specified otherwise in this Contract, all procedures required to be followed by

SCR/LCS: Vers 05, 06/21/06

Page 1 of 29

the County will be made available to the County on the OAG portal at <http://portal.oag.state.tx.us>.

## **2 CONTRACT PERIOD**

This Contract shall commence on September 1, 2006 and shall terminate on August 31, 2008, unless terminated earlier by provisions of this Contract.

## **3 STATE CASE REGISTRY ACTIVITIES**

3.1 County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.

3.1.1 County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.

3.1.2 County must provide, if available, the following data elements:

3.1.2.1 participant type (dependent, custodial parent , non-custodial parent)

3.1.2.2 family violence indicator

3.1.2.3 name of each participant (last and first)

3.1.2.4 sex code for each participant

3.1.2.5 social security number for each custodial parent and non-custodial parent

3.1.2.6 date of birth for each participant

3.1.2.7 cause number

3.1.2.8 cause county code

3.1.2.9 start date of cause

3.1.2.10 order modification date

3.1.2.11 address lines 1, 2, and 3, City, State, Zip (custodial parent only).

- 3.1.3 County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.
- 3.1.4 County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case deactivation and order transfers.
- 3.1.5 County shall provide new order information within either five (5) working days of the judge signing the order or five (5) working days of the date that the County is notified by the Texas State Disbursement Unit ("SDU") that a payment has been received at the SDU; whichever is earlier.
- 3.1.6 County shall provide update order information within three (3) working days of receipt.
- 3.1.7 County shall provide new and updated order information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.

#### **4 LOCAL CUSTOMER SERVICE**

##### **4.1 County Customer Service Unit Resources and Services**

The term "Child Support Cases" when used in this Section 4 and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

- 4.1.1 County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Security and Confidentiality Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, CP, NCP). These activities include but are not limited to:
  - 4.1.1.1 Researching payments on Child Support Cases that should have been but were not received by the OAG.
  - 4.1.1.2 Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.



- 4.1.1.3 providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.
- 4.1.2 The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.
- 4.1.3 Resources as used in this Customer Services Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines, and any County-specific IVR system.
- 4.2 Customer Service Unit Documentation
  - 4.2.1 County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.
  - 4.2.2 County shall perform the Customer Service Unit services using the following guidelines:

Respond to written inquiries within five (5) County work days, take action on information received within three (3) County work days, document case record of action or information received at time of receipt, follow up to a telephone inquiry within three (3) County work days, return phone calls within three (3) County work days, see a customer the same day or schedule appointment within three (3) County work days of request.
  - 4.2.3 County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center which is 1-877-474-4463.
  - 4.2.4 County shall maintain a log of customer service complaint calls. The log shall identify the complainant, the nature of the customer service complaint, the name of the person taking the customer service complaint, action taken on the customer service complaint, OAG case number and/or court cause number, NCP name, CP name, and date and time of the customer service complaint. County shall provide the log to the OAG by the 15<sup>th</sup> day of the month following the reporting month.

4.2.5 The electronic files associated with customer service activity that the County may receive and process are:

4.2.5.1 Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).

4.2.5.2 Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).

4.2.5.3 Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).

4.2.5.4 Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).

4.2.6 The electronic file associated with customer service activity that the County may transmit is:

4.2.6.1 OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).

4.2.7 In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.

4.2.8 County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG "Consolidated Payment Record" application.

## **5 ACCESSING OAG SYSTEMS**

### **5.1 County Responsibilities**

5.1.1 Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.

5.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this

Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.

- 5.1.3 Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this the County must demonstrate sufficient resources and ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.
- 5.1.4 County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 5.1.5 Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.
- 5.1.6 The ICD050 computer file specifications and format will be made available to the County on the OAG portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.
- 5.1.7 To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 5.1.8 County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

## 5.2 OAG Responsibilities

OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

## **6 REIMBURSEMENT**

- 6.1 OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.
- 6.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.
- 6.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service  
Mail Code: 062  
Office of the Attorney General  
P.O. Box 12017  
Austin, Texas 78711-2017

- 6.4 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.
- 6.5 Reimbursement for Inquiries Handled by a County-Specific IVR
  - 6.5.1 In order to be reimbursed for handling customer inquiries received and answered through a County-specific IVR the County must first

demonstrate to the OAG that the County IVR has sufficient controls to satisfy the requirements of Section 8.14 below and to assure that information is provided only to persons authorized to have access to the information. The County must also demonstrate that the County has successfully integrated SDU collections into their IVR to include adequate documentation confirming the daily integration of collections/disbursements (ICD 12, ICD 13 and ICD 15 are available for County use each day) received by OAG Systems is present on the County-specific IVR for each month that County is requesting reimbursement for. Upon OAG agreement that sufficient controls are in place and that successful integration has occurred, County may invoice OAG for handling customer inquiries received and answered through a County-specific IVR.

- 6.5.2 County shall track and make available, upon request of OAG, documentation regarding inquiries received and handled by a County-specific IVR system. The County-specific IVR system must be able to document an allowable category of customer service activity. The allowable categories of customer service activity are: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, CP, NCP). For inquiries handled by a County-specific IVR system, County shall document, at a minimum, the following information: OAG case number and/or court cause number, County ID Number, NCP name, CP name, and date of inquiry. County shall also document the applicable allowable category of customer service activity that the County-specific IVR system is capable of performing. A County report to OAG Systems is not required.
- 6.5.3 County shall bill OAG monthly, on a form provided by OAG, for the customer inquiries received and answered through the County-specific IVR during the preceding month. County shall submit invoices each month to:

Contract Manager, State Case Registry and Local Customer Service  
Mail Code 062  
Office of the Attorney General  
P.O. Box 12017  
Austin, Texas 78711-2017

- 6.5.4 The invoice shall contain the OAG Contract Number, identification of the services provided, the calendar month the services were provided, the location of the County-specific IVR, the number of inquiries handled by the County-specific IVR during the particular

calendar month and a request for payment of the federal share of the County's Contract associated cost for the particular month that the services were provided.

The County shall also deliver, simultaneous with the mailing of its monthly invoice, to the OAG child support customer service portal an electronic listing of cases served. This electronic listing is deemed to be an attachment to and supporting documentation for the invoice. The electronic listing shall be structured in the same manner as ICD 35. The electronic listing shall include, at a minimum, OAG case number and/or court cause number, County ID Number, NCP name, CP name, date of inquiry, and the nature of the inquiry i.e. updates, payment information, reports of domestic violence, payment records request.

County shall provide additional information and/or documentation as the OAG reasonably may require; provided that such information and/or documentation is available without having to program the County Specific IVR beyond the programming required by Section 6.2.5.2 above. County shall respond to any OAG request for additional information and/or documentation to support payment within seven (7) calendar days of receipt. The OAG shall process a properly prepared invoice (which invoice must also include a properly prepared, properly structured, timely delivered and readable electronic listing) for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act. The County agrees that payment for any services not properly billed to the OAG within the next three billing cycles immediately following the month in which the services were provided is solely within the discretion of the OAG and that OAG may decline to pay for any such services.

## 6.6 Reimbursement Rates

### 6.6.1 State Case Registry

The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of \$11.89 per new and modified Registry Only Court Order plus the number of Registry

Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of \$3.09 per Registry Only Court Order updated. Thus: [(Calendar Month new and modified Registry Only Court Orders provided x \$11.89) + (Calendar Month Registry Only Court Orders updated x \$3.09)] x Federal Share = OAG Liability.

#### 6.6.2 Local Customer Service

The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 4.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$3.09 per inquiry. For purpose of reference only the Federal Disallowance Percentage on the effective date of this Contract is 13%. Thus: (Calendar Month IV-D Inquiries Handled by County Personnel) + (Calendar Month Registry Only Inquiries Handled by County Personnel - Federal Disallowance Percentage) x (\$3.09) x (Federal Share) = OAG Liability.

#### 6.6.3 Inquiries Handled by a County-Specific IVR

The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by a County-specific IVR during the calendar month, plus the number of inquiries on Registry Only cases (See Section 4.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage handled by a County-specific IVR, multiplied by a per inquiry fee of \$0.137 per inquiry. For purpose of reference only the Federal Disallowance Percentage on the effective date of this Contract is 13%. Thus: (Calendar Month Inquiries Handled by a County-specific IVR) + (Calendar Month Registry Only Inquiries Handled by a County-specific IVR - Federal Disallowance Percentage) x (\$0.137) x (Federal Share) = OAG Liability.

#### 6.6.4 Federal Disallowance Percentage

The Federal Disallowance Percentage is subject to change either by independent OAG action or as a result of a federal determination. Should the OAG determine that the percentage should be adjusted (either as an increase or a reduction of the current

percentage) such adjustment shall be applied prospective only. Should a federal determination result in an adjustment of the percentage (either as an increase or a reduction of the current percentage) such adjustment shall be applied in a manner consistent with the federal determination (i.e. prospective only or retroactive to the commencement date of the Contract). Where the federal determination results in a retroactive application, the County shall refund to OAG (in the case of an increased percentage) the amount due to OAG within sixty (60) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Contract. Where a payment is due to County (in the case of a reduced percentage) the OAG shall make such payment to County within thirty (30) calendar days of receipt of additional federal financial participation funds received as a result of the retroactive application of the reduced percentage.

6.7 Limitation of OAG Liability

- 6.7.1 The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.
- 6.7.2 The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.
- 6.7.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.
- 6.7.4 The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/ or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.
- 6.7.5 The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.



## **7 GENERAL REQUIREMENTS**

### **7.1 Written Notice Delivery**

Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

#### **7.1.1 County**

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Sheri Woodfin (or his/her successor in office)  
District Clerk, Tom Green County  
112 West Beauregard Avenue  
San Angelo, Texas 76903

#### **7.1.2 OAG**

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)  
Director, Child Support Division  
Office of the Attorney General  
P.O. Box 12017  
Austin, Texas 78711-2017

With copies to:

Joseph Fiore (or his successor in office)  
Managing Attorney, Contract Operations, Child Support Division  
Office of the Attorney General  
P. O. Box 12017  
Austin, Texas 78711-2017

## 7.2 Inspections, Monitoring and Audits

The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, logs, audit trails or books relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

## 7.3 Reimbursement of Audit Penalty

If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

## 7.4 Remedies for Non-Performance

7.4.1 Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written

finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.

7.4.2 If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

7.4.3 If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

## 7.5 Training on OAG Systems

Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. OAG will publish training

schedules on the OAG portal. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo  
Office of the Attorney General  
Mail Code 053  
P.O. Box 12017  
Austin, Texas 78711-2017  
email address: Larry.Acevedo@cs.oag.state.tx.us

## **8 TERMS AND CONDITIONS**

### **8.1 Assignment**

County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

### **8.2 Liaison**

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

### **8.3 Subcontracting**

It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

#### 8.4 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

#### 8.5 Compliance With Law, Policy and Procedure

County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure and all state and federal laws, rules and regulations. County shall assure, with respect to County's performances, that the OAG is able to meet the OAG's obligations in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended. County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section below. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

#### 8.6 OAG Rights Upon Loss of or Reduction of Funding

##### 8.6.1 Contract Contingent Upon Continued Funding

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Federal Funding, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in

its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

#### 8.6.2 Federal Funding

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

#### 8.7 Termination

Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

8.8 News Releases or Pronouncements

News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

8.9 Date Standard

Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

8.10 Changes in the Law

Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8.11 Amendments

Any changes to this Contract, except those changes so designated in this Contract, shall be in writing and executed by both parties to this Contract.

8.12 Headings

The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

8.13 Dispute Resolution Process for County Breach of Contract Claim

8.13.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

8.13.2 County's claim for breach of this Contract that the parties cannot resolve in the

ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- 8.13.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.
- 8.13.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 8.13.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 8.13.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

#### 8.14 Security and Confidentiality

##### 8.14.1 Security and Confidentiality

###### General

County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 6-2000) and §231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy and procedures concerning the



safeguarding and confidentiality of information, and computer security. **OAG, in its sole discretion and without consulting County, may immediately terminate any County employee's or contractor's access to the OAG Systems.** County shall immediately notify the OAG Contract Manager, when any person authorized by County to access the OAG Systems is no longer authorized to have such access including, but not limited to, reassignment, or termination. **Should County, its officials or one of its employees or contractors make any unauthorized inspection(s) or disclosure(s) of Title IV-D or Internal Revenue Service information, or violate any of the requirements of this Security and Confidentiality Section and its subsections, or violate any OAG policy or procedure concerning the safeguarding and confidentiality of information, and/or computer security (including, but not limited to, the safeguarding and use of passwords) this Contract may be immediately terminated by the OAG.** The County shall immediately notify the OAG Contract Manager upon the discovery of any breach of physical, information or computer security, including, but not limited to, unauthorized access to information or computer systems and unauthorized use of passwords. The County shall provide a written report of all information available to the County relating to the security breach to the OAG Contract Manager within twenty-four (24) hours of the discovery. The OAG shall confer with the County in determining the proper course of action. The OAG reserves the right to conduct an investigation of the security breach with out the County's participation.

County will take care not to disclose information provided by OAG including particularly to any legislative body (local, state or federal) which could tend to identify such applicants or recipients of financial or other assistance or support enforcement services pursuant to the Federal Social Security Act of 1935, as amended. No electronic list or mailing list of recipients of services shall be created, distributed, or used. Payment history information may not be disclosed or provided to anyone other than the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, or a person authorized by the custodial or non-custodial parent to have the payment history information. Payment history information may be disclosed and/or provided to a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. The payment history screen and any other screen that contains Internal Revenue Service information (FTI) shall only be printed in order to provide payment history information to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. County stipulates that all Registry Only and/or Full Service information is confidential and County agrees that it shall use and/or release Registry Only and/or Full Service case information under the

circumstances limited to this Contract.

#### 8.14.2 IRS Information

County shall have limited access to certain information that is from the Internal Revenue Service. Under the Internal Revenue Code, this information is considered Federal tax return information, for which unauthorized access or disclosure carries civil and criminal penalties, more specifically described later in this Contract and the attachments hereto. Therefore in performance of this Contract, County agrees to comply, and assume responsibility for compliance by its officials, employees, and subcontractors, with the requirements set forth in the following subsections of this subsection. **The OAG shall have the right to immediately terminate this Contract if the County or any of its officials, employees, and subcontractors fail to comply with any of those requirements.**

8.14.2.1 All work shall be performed under the supervision of County officials or County's responsible employees.

8.14.2.2 Any return or return information made available in any format shall be used only for the purposes of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone other than an official or employee of County (or as provided above for payment history information) is prohibited.

8.14.2.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

8.14.2.4 Upon termination of this Agreement all IRS information obtained from the OAG computer system must be completely purged from all data storage components of the County's computer facility and no output will be retained by the County. All hard copy IRS information shall be shredded. If immediate purging of all data storage components is not possible, the County certifies by signing this agreement that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Any time information is destroyed or purged the County shall provide the OAG with a statement containing the date of destruction or

purging, description of the material destroyed or purged, and the method used.

- 8.14.2.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the OAG or its designee. When this is not possible, the County shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the OAG with a statement containing the date of destruction, description of the material destroyed, and the method used.
- 8.14.2.6 All computer systems that receive, process, store and transmit FTI information obtained from the OAG computer system shall meet or exceed ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available and activated to protect against unauthorized use of and access to FTI obtained from the OAG computer system.
- 8.14.2.7 No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
- 8.14.2.8 County shall maintain a list of employees authorized access to FTI obtained from the OAG computer system. Such list shall be provided to the OAG and, upon request, to the IRS reviewing office.
- 8.14.2.9 The OAG shall have the right to void the Contract if the County fails to provide the safeguards described in the above subsections.
- 8.14.2.10 Each official or employee of any person to whom return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such official or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such official or employee that any such unauthorized further

disclosure of returns or return information may also result in an award of civil damages against the official or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR §301.6103(n)-1.

- 8.14.2.11 Each official or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with costs of prosecution. Such person shall also notify each such official and employee that any such unauthorized inspection of returns or returns information may also result in an award of civil damages against the official or employees in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Sections 7213A and 7431.

- 8.14.2.12 Additionally, it is incumbent upon County annually to inform its officers subcontractors and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. §552a. Specifically, 5 U.S.C. §552a(i)(1), which is made applicable to contractors by 5 U.S.C. §552(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established

thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 8.14.2.13 The IRS and/or the OAG shall have the right to send its officers and employees, unannounced, into the offices and places of business of County and its subcontractors for inspection of the facilities and operations provided for the performance of any work under this Contract including any IRS safeguard reviews. On the basis of such inspection, or safeguard reviews, specific remedial measures may be required in cases where County or its subcontractors are found to be noncompliant with security information safeguards.

#### 8.14.3 Limited Use Or Release Of Information

Information provided by the OAG to County through access to OAG Systems shall be used only for the purposes of carrying out the provisions of this Contract. Inspection by or disclosure of any Registry Only and/or Full Service case information to anyone other than an official or employee of County or the OAG, other than for the purposes of carrying out, and in accordance with, the provisions of this Contract, shall require prior written approval of the OAG and, where appropriate, the IRS.

#### 8.14.4 Protection Of Information

- 8.14.4.1 Information accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, restricted areas, locked rooms, locked buildings, identification systems and control measures, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, access logs, and badges.

- 8.14.4.2 Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection that is practical. The following security requirements shall be met for FTI. All FTI shall be locked up when not in use. Tape reels,

disks or other magnetic media shall be labeled as FTI data when they contain such information. Such labeled magnetic media shall be kept in a secured area under the immediate protection and control of an authorized employee or locked up. When not in use, they shall be promptly returned to a proper storage area/container.

#### 8.14.5 Security Agreements And Training

8.14.5.1 County shall ensure that all persons having access to information obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Annual reorientation sessions shall be conducted to have all appropriate employees and subcontractors reexecute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements.

8.14.5.2 County personnel, and when applicable its subcontractors, shall only be granted access to OAG Systems after they have received all required security training, read the OAG Information Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support Online Login Policy (Attachment C).

#### 8.14.6 Requests for Public Information

8.14.6.1 The County agrees to forward to the OAG, by facsimile within one Business Day from receipt all request(s) for information residing on OAG Systems and that fall within the scope of the Texas Public Information Act, ( "PIA") (aka Open Records Act), § 552.101, et seq., Texas Government Code. The County agrees that the OAG shall determine whether the County or the OAG shall be responsible for Responding to the particular Public Information ("Open Records") request. Open Records requests shall be faxed to:

Open Records Liaison for Child Support  
Office of the Attorney General  
Fax (512) 460-6055

8.14.6.2 County agrees to reply to email requests for information that fall(s) within the scope of PIA within one Business Day from receipt by providing the following information:

"An internet request for public information must be sent to the Public Information Coordinator at publicrecords@oag.state.tx.us".

8.14.6.3 County agrees to provide members of the public with the following information in response to telephonic or oral requests for information under the PIA:

"The Chief Administrative Officer of the Office of the Attorney General has designated Karen Rabon as the recipient of all requests for public information held by the Office of the attorney General. If you want to view or obtain copies of agency records, please send a written request by mail, fax or email to the following:

Karen Rabon  
Public Information Coordinator  
Office of the Attorney General  
P. O. Box 12548  
Austin, Texas 78711-2548  
By facsimile: (512) 494-8017  
By electronic mail: publicrecords@oag.state.tx.us"

#### 8.14.7 Survival Of Provision

The obligations of County under this Security and Confidentiality provision shall survive this Contract.

#### 8.14.8 Inclusion in all Subcontracts

The requirements of this Security and Confidentiality provision shall be included in all subcontracts.

#### 8.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

8.16 Environmental Protection (Contracts in Excess of \$100,000.00)

County shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 et seq) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).

The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

8.17 Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]

County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

8.18 Survival of Terms

Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

8.19 Applicable Law and Venue

County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and



jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Tom Green County. All payments under this Contract shall be due and payable in Travis County, Texas.

8.20 Entire Contract

This instrument constitutes the entire Contract between the parties hereto, and all oral or written contract between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

8.21 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.22 Attachments

8.22.1 Attachment A: OAG Information Security Policy Manual

8.22.2 Attachment B: OAG Automated Computer System Access Statement of Responsibility

8.22.3 Attachment C: Child Support Online Login Policy

8.22.4 Attachment D: Data Integrity Procedures Changes to Case Information

8.22.5 Attachment E: Certification Regarding Lobbying

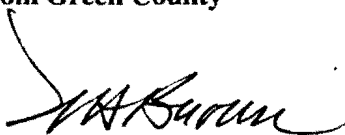
**THIS CONTRACT IS HEREBY ACCEPTED**

**Office of the Attorney General**

**Tom Green County**

---

Alicia G. Key  
Director, Child Support Division



---

The Honorable Michael D. Brown  
County Judge, Tom Green County

Attachment A

# Information Security Policy Manual

VOL. 85 PG. 266

**THIS PAGE INTENTIONALLY LEFT BLANK**

June, 1999

2

**VOL. 85 PG. 267**

## Table of Contents

0.	Executive Summary .....	4
1.0	Policy: .....	5
1.1	Program Policy: .....	5
1.2	Scope of Policy: .....	5
1.3	Issue-Specific Policy: .....	5
1.3.1	<u>Use of OAG Information Resources:</u> .....	5
1.3.2	<u>Classification of Information (Data ) Assets:</u> .....	5
1.3.3	<u>Information Asset Protection:</u> .....	5
1.3.4	<u>Access to OAG Information Assets:</u> .....	6
1.3.5	<u>Data Integrity:</u> .....	6
1.3.6	<u>E-Mail:</u> .....	6
1.3.7	<u>Copyright:</u> .....	6
1.3.8	<u>Personal Hardware and Software:</u> .....	6
1.3.9	<u>Shareware and Freeware:</u> .....	6
1.3.10	<u>Asset Protection:</u> .....	7
1.3.11	<u>Voice/Phone Mail:</u> .....	7
1.3.12	<u>Data Encryption and Key Management:</u> .....	7
1.3.13	<u>Security Awareness:</u> .....	7
1.3.14	<u>Risk Analysis and Risk Management:</u> .....	8
1.3.15	<u>Contingency Planning:</u> .....	8
1.3.16	<u>Termination and Transfers:</u> .....	8
1.3.17	<u>Bulletin Board Access:</u> .....	8
1.3.18	<u>Internet Policy:</u> .....	8
1.3.19	<u>Passwords:</u> .....	9
1.3.20	<u>Security Breaches:</u> .....	9
1.3.21	<u>Data Communications Systems:</u> .....	9
1.3.22	<u>Dial-Up Access:</u> .....	9
1.3.23	<u>User Identification:</u> .....	9
1.3.24	<u>Warning Statements:</u> .....	10
1.3.25	<u>System Development and Testing:</u> .....	10
1.3.26	<u>Statement of Responsibility:</u> .....	10
1.3.27	<u>Automatic Suspension / Deletion of User ID's:</u> .....	10
1.3.28	<u>Physical Security:</u> .....	10
1.3.29	<u>Positions of Special Trust:</u> .....	10

## 0. Executive Summary

The Office of Attorney General [OAG] has a commitment to the citizens of Texas to ensure that the information entrusted to them will be reasonably secure and protected. Unauthorized use of any kind must not be tolerated and such use should be punishable to the fullest extent of the law. An effective information security program takes a lot of work, commitment and cooperation among the employees of OAG. We are all involved in the well-being of this strategic effort. The Information Security Officer for your division (i.e., CSD or A&L) may be contacted for further information as required.

### **Purpose**

The intent of the *OAG Information Security Policy Manual* is threefold:

- 2) comprehensive documentation of the current information security and contingency planning policies as determined by management;
- 3) education for the users on the proper usage of OAG information assets; and
- 4) legal ramifications of the misuse of information assets.

### **The Challenging OAG Environment**

Information asset protection and contingency planning are becoming two of the more complex challenges of the modern automated environment. Our automation systems consist of large central databases, over one hundred (100) Local Area Networks (LAN) and one of the largest Wide Area Networks (WAN) in the State of Texas. Our network is now tied to the Internet, and other State and federal agencies as required.

### **Information Asset Protection and Disclosure**

As technology becomes more prolific, the chance of OAG information assets becoming destroyed, modified or disclosed, either intentionally or inadvertently, becomes more prevalent. The Texas Administrative Code I TAC 201.13 (b) indicates a required classification and ownership methodology under the Texas Public Information Act.

### **Security Awareness Program**

A comprehensive security awareness program has been established for all OAG personnel. It is incumbent upon each OAG employee, consultant or contractor to be familiar with the *Information Security Policy Manual* and associated procedures in his or her respective area.

### **Contingency Planning**

Finally, the OAG is charged with providing a comprehensive contingency plan and disaster recovery procedures for all data center, and field operations. Information security "ownership," classification, access and controls, resulting risk assessment and criticality analyses are used as a basis for business resumption planning.

## **1.0 Policy**

### **1.1 Program Policy:**

Information and information resources residing in the Office of the Attorney General (OAG) are strategic and vital assets belonging to the people of Texas. These assets require a degree of protection commensurate with their value. Measures will be taken to protect these assets against accidental or unauthorized disclosure, modification or destruction, as well as to assure the security, reliability, integrity and availability of information.

### **1.2 Scope of Policy:**

This policy applies to all information resources that are used by or for the OAG. It applies to information processing systems throughout their life cycle. This policy also applies to all users (manager, employees, contractors, etc.) of OAG information assets.

### **1.3 Issue-Specific Policy:**

The following are the policies that cover specific issues as they relate to the security of information within the OAG.

#### **1.3.1 Use of OAG Information Resources:**

State information resources will be used only for official State purposes. Compliance with this policy will be monitored via periodic maintenance, scheduled and random audits. The individual user of OAG information resources shall have no expectation of privacy for information contained within or processed by an OAG information resource.

#### **1.3.2 Classification of Information (Data) Assets:**

All information processed by or for the OAG is of value and therefore will be classified. The OAG has three levels of data classification. They are confidential, sensitive and unclassified. Further detailed descriptions of these classifications can be found in the "Information Classifications" section of the Information Security Procedure Manual.

#### **1.3.3 Information Asset Protection:**

Information which is confidential or sensitive will be protected from unauthorized access or modification. Data which is essential to critical State functions must be protected from loss, contamination or destruction. The expense of security safeguards will be appropriate to the value of the assets being protected.

1.3.4 Access to OAG Information Assets:

Access to OAG information resources must be strictly controlled. State law requires that State owned information resources be used only for official State purposes. Read access to OAG information is on a need-to-know basis. When access by the user requires the use of a password, or other security measure, that security measure must be kept confidential by the intended user.

1.3.5 Data Integrity:

The integrity of data, its source, its destination and processes applied to it must be assured. The creation or modification of OAG information may only be performed by authorized personnel. Each user will be individually accountable for his/her actions when handling, processing, or otherwise using OAG information.

1.3.6 E-Mail:

Electronic mail (e-mail) is a form of communication which uses information assets. However, as with the use of phones (excluding long distance) employees may use the e-mail system for communicating with OAG employees on non official business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.7 Copyright:

OAG information assets shall not be used to produce illegal copies of copyrighted information. Illegal copies of software shall not be loaded or executed on OAG information systems. Regular audits will be conducted to search for unauthorized software installed on machines.

1.3.8 Personal Hardware and Software:

No personal programs of any kind are to be loaded onto any State computer. Hardware provided by the user may not be used at the OAG or connected to the OAG's networks.

1.3.9 Shareware and Freeware:

Shareware and freeware will not be loaded or otherwise used on OAG systems unless specifically approved by the Information Resource Manager.



1.3.10 Asset Protection:

Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. The protection of information assets is a management responsibility. All managers should be involved in the security awareness program and should actively promote security awareness among their staff and enforce OAG policies and procedures.

1.3.11 Voice/Phone Mail:

Voice or phone mail is a form of communication which uses information assets. However, employees may use the voice mail system for communicating with other OAG employees and personal business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.12 Data Encryption and Key Management:

It is not a requirement at this time for agencies to use data encryption techniques for storage and transmission of data. However, those agencies who choose to employ data encryption shall adopt the data encryption standard, also referred to as the DES algorithm, which is defined in the Federal Information Processing Standard Publication 46-2 (FIPS PUB 46-2). Any use of encryption by OAG staff must be approved in advance by their Division Director. For systems employing encryption as described, procedures shall be prescribed for secure handling, distribution, storage and construction of DES key variables used for encryption and decryption. Protection of the key shall be at least as stringent as the protection required for the information encrypted with the key. Copies of the FIPS PUB 46-2 are available from the Information Security Officer (ISO).

1.3.13 Security Awareness:

The OAG will provide an ongoing awareness and training program in information security and in the protection of State information resources for all personnel whose duties bring them into contact with confidential or sensitive data. New employee orientation will be used to establish security awareness and inform new employees and contractors information security policies and procedures. Information security programs must be responsive and adaptable to changing vulnerabilities and technologies affecting State information resources.

1.3.14 Risk Analysis and Risk Management:

Risks to information resources must be managed. The OAG will perform a comprehensive risk analysis of all information processing systems on a periodic basis. Risk analysis results will be presented to the owner of the information resource for risk management.

1.3.15 Contingency Planning:

All information resources determined by agency management to be essential to the agency's critical mission and functions, shall have a written and cost-effective contingency plan. The contingency plan shall be tested and updated annually to assure that it is valid and current. Backups of data and software will be maintained to mitigate the impact of such a disaster. A disaster declaration will be issued by the Attorney General in the event that a disaster destroys or makes inoperable a significant portion of the processing capability of the OAG. This declaration will authorize the Information Resource Manager to make timely decisions in the recovery of the information assets.

1.3.16 Termination and Transfers:

Computer user identifications (User ID's) for employees that have terminated employment with the OAG must be removed from the computer system immediately following termination notification. If the agency is terminating the employee, the ID should be removed prior to or at the same time of the employee being notified of the termination. For employees transferring to another position and/or section within the OAG, the user ID should also be removed immediately.

1.3.17 Bulletin Board Access:

Users of OAG information assets are authorized to access electronic bulletin boards in performance of their duties, but they remain responsible for ensuring that all security precautions and policies are followed. Policies 1.3.6 & 1.3.7 on personal software and freeware and shareware still apply to anything that is downloaded from bulletin boards (including Texas State bulletin boards).

1.3.18 Internet Policy:

The OAG has provided e-mail access to the Internet for all employees. Employees should use caution and are responsible for his or her actions when using this medium. Web browser access should be limited to those areas relevant to your job functions. Web access to non-job related sites represents an unauthorized use of government time, property and facilities. Employees violating this policy are subject to disciplinary action, up to and including dismissal from the Agency.

CAVEAT: The OAG has implemented reasonable security measures to protect staff when using the Internet. However, the OAG cannot guarantee the security when using this system. Therefore, confidential and sensitive information will not be transferred using this medium.

1.3.19 Passwords:

Systems which use passwords, shall follow the OAG guidelines based upon the federal standard on password usage contained in the Federal Information Processing Standard Publications 112 (FIPS PUB 112), which specifies minimum criteria and provides guidance for selecting additional password security criteria, when appropriate. Copies of FIPS PUB 112 are available from the Information Security Officer. Disclosure of an individual's password or use of an unauthorized password or access device may be punishable under both State and Federal law.

1.3.20 Security Breaches:

Any event which results in loss, disclosure, unauthorized modification, or unauthorized destruction of information resources constitutes a security incident or breach. Users should report any security breaches immediately to the ISO, who will promptly investigate the incident. If criminal action is suspected, the agency must contact the appropriate local law enforcement and investigative authorities immediately.

1.3.21 Data Communications Systems:

Network resources (LAN-WAN-Mainframe) that access confidential or sensitive information will assume the security level of that information for the duration of the session. All network components under State control must be identified and restricted to their intended use.

1.3.22 Dial-up Access:

For services other than those authorized for the public, authorized users of dial-up access shall be positively and uniquely identifiable and their identity authenticated to the systems being accessed.

1.3.23 User Identification:

Except for public users of systems where such access is authorized, or for situations where risk analysis demonstrates no need for individual accountability of users, each user of a multiple-user automated system shall be assigned a unique personal identifier or user identification.

1.3.24 Warning Statements:

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- (i) unauthorized use is prohibited;
- (ii) usage may be subject to security testing and monitoring; and
- (iii) abuse is subject to criminal prosecution.

1.3.25 System Development and Testing:

Security needs must be considered and addressed in all phases of development or acquisition of new information processing systems. Test functions shall be kept either physically or logically separate from production functions.

1.3.26 Statement of Responsibility:

All OAG personnel shall be required to provide written acknowledgment that they have received, read and understand the Information Security Policy Manual.

1.3.27 Automatic Suspension / Deletion of User ID's:


Mainframe, LAN and Remote Access ID's will be monitored for usage. Unused ID's pose a security threat and will be subject to suspension after 30 days and deletion after 60 days, without notice to the user.

1.3.28 Physical Security:

Management reviews of physical security measures will be conducted annually, and when significant modifications are made to the facilities or security procedures. Physical access to mainframe computer and file server rooms will be restricted to authorized personnel. Authorized visitors will be required to record their visits via a sign-in / sign-out log.

1.3.29 Positions of Special Trust:

The OAG will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities.



## Attachment B

Home | Child Support

### Child Support Online

**Account Services**   Employer Home

Login   Request Password   Account Request   Request User ID

Login

?

Statement

## OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY

### General Information:

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

### Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCS DU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

**Notwithstanding the above, I understand that** I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution. under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

**I also understand that** I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

**I understand that** I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

**In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).**

**I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.**

**I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.**

**I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.**

**By agreeing to this statement I certify that I:**

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

Attachment C

[Home](#) | [Child Support](#)

**Child Support Online**

**Account Services**   [Employer Home](#)

[Login](#)   [Request Password](#)   [Account Request](#)   [Request User ID](#)

**Login**  
**Policy**



When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration").

You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

[Portal Tips](#) | [Accessibility](#) | [Privacy & Security Policy](#)



## **Attachment D**

### **Data Integrity Procedures Changes to Case Information**

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

- **Mail:**
  - a copy of a photo ID
  - information to be updated
  - proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address
- **FAX:**
  - a photo ID
  - information to be updated
  - proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number
- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address
- **In Person (District Clerk Office or Domestic Relations Office):**
  - a photo ID
  - information to be updated
  - proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)
- **Visit the local child support office** that is assigned to work the RO case and provide:
  - a photo ID
  - information to be updated
  - proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

Attachment E

CERTIFICATION REGARDING LOBBYING  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D  
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS**

**PERIOD: September 1, 2006 - August 31, 2008**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Tom Green County  
Agency/Organization

Date

8-29-06 Michael D. Brown

**Attachment E**

**CERTIFICATION REGARDING LOBBYING  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D  
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS**

**PERIOD: September 1, 2006 - August 31, 2008**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization

Resolution No. \_\_\_\_\_

TOM GREEN COUNTY, TEXAS

**Resolution of the TOM GREEN County Commissioners Court  
Supporting Designation of Competitive Renewable Energy Zones in  
West Texas, Pursuant to SB 20 and PUC Project No. 31852**

**WHEREAS**, the need for the United States to decrease its reliance on foreign sources of energy is widely recognized, and President Bush and Congressional leaders from both parties have called for increased development of renewable energy and other domestic sources of energy;

**WHEREAS**, the United States benefits from adding renewable resources such as wind energy to its portfolio of electric generation sources, as wind energy consumes no water, produces no emissions and can provide low-cost electricity at stable pricing, providing a hedge against volatile pricing of fossil fuel-fired generation;

**WHEREAS**, the Texas Legislature also recognizes the need for development of new sources of energy to meet Texas' growing electricity demands, and the desirability of having some portion of such new energy come from renewable resources, which are abundant in Texas;

**WHEREAS**, the Texas Legislature adopted SB 20 in 2005, establishing a target of 10,000 megawatts of new renewable energy resources to be developed in Texas, and directing the Public Utility Commission to designate Competitive Renewable Energy Zones in areas throughout the State with strong potential for production of cost-effective renewable energy, and further directing the PUC to ensure that transmission infrastructure gets built as needed to transmit electricity to market from such zones;

**WHEREAS**, West Texas is blessed with a wind resource ideally suited for wind energy production that ranks West Texas among the best regions in the world for cost-effective production of electricity from wind;

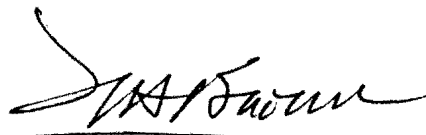
**WHEREAS**, citizens of West Texas generally welcome large energy and infrastructure projects and the increased property tax base and economic development benefits such projects produce, and have limited alternative opportunities for economic development;

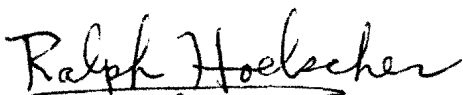
WHEREAS, the current lack of transmission infrastructure to transmit wind energy from West Texas into the ERCOT region where the vast majority of Texas electric consumption occurs is preventing Texas from taking advantage of this abundant and inexhaustible natural resource, and depriving Texas electricity consumers from the savings which can be achieved by tapping into this resource;

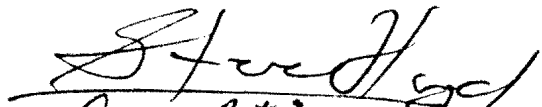
WHEREAS, the flat, open terrain of West Texas allows for relatively low-cost construction of transmission lines, especially compared to areas with higher population density, trees, complex topography and other barriers to transmission line routing, development and construction.

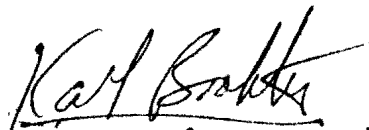
NOW, THEREFORE, BE IT RESOLVED BY THE TOM GREEN COUNTY COMMISSIONERS COURT:

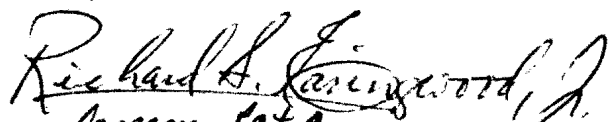
- a) that TOM GREEN County supports designation of Competitive Renewable Energy Zones in West Texas;
- b) that TOM GREEN County supports development of wind energy and other renewable energy projects in the County and in West Texas;
- c) that TOM GREEN County supports construction of new transmission lines to transmit wind power from West Texas to consumers of electricity in ERCOT; and
- d) that the TOM GREEN County Commissioners Court stands ready to help facilitate siting, permitting and development of such transmission lines and wind energy projects in the West Texas.

  
TOM GREEN COUNTY JUDGE

  
Comm. Pet 1

  
Comm Pet 3

  
Comm. Pet 2

  
Comm. Pet 4



# COMMISSIONERS' COURT TOM GREEN COUNTY



Michael D. Brown  
County Judge

## LINE ITEM TRANSFER


August 23, 2006

The following line item transfer is submitted for consideration:

FROM:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	054	0136	(\$ 27,882.00)
	General Fund	Sheriff	Corporal	
TO:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	054	0475	\$ 10,000.00
	General Fund	Sheriff	Equipment	
	001	054	0335	17,882.00
	General Fund	Sheriff	Auto Repair	
TOTAL:				\$ -0-

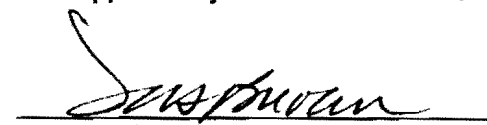
**Reason:**

To move budget fm unused Corporal line item to cover additional expenses in equipment and auto repair.


  
Department Head

8-29-06  
Date Approved by Commissioners' Court

  
Auditor

  
County Judge



  
Attest - County Clerk

# COMMISSIONERS' COURT TOM GREEN COUNTY



Michael D. Brown  
County Judge

## LINE ITEM TRANSFER


August 23, 2006

The following line item transfer is submitted for consideration:

FROM:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	054	0514	(\$ 10,000.00)
	General Fund	Sheriff	Special Projects	
TO:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	054	0571	\$ 10,000.00
	General Fund	Sheriff	Automobiles	
TOTAL:				\$ -0-


**Reason:**

To move budget fm Special Projects to purchase DPS vehicle.


  
Department Head

8-29-06  
Date Approved by Commissioners' Court

  
Auditor

  
County Judge



  
Attest - County Clerk

# COMMISSIONERS' COURT TOM GREEN COUNTY



Michael D. Brown  
County Judge

## LINE ITEM TRANSFER

August 23, 2006

The following line item transfer is submitted for consideration:

FROM:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	054	0514	(\$ 20,000.00)
	General Fund	Sheriff	Special Projects	
TO:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	054	0301	\$ 1,000.00
	General Fund	Sheriff	Office Supplies	
	001	054	0335	19,000.00
	General Fund	Sheriff	Auto Repair	
			TOTAL:	\$ -0-


### Reason:

To move budget fm Special Projects to cover unforeseen expenses.

  
Department Head

8-29-06  
Date Approved by Commissioners' Court

  
Auditor

  
County Judge



  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



Michael D. Brown  
County Judge

## LINE ITEM TRANSFER

August 25, 2006

The following line item transfer is submitted for consideration:

FROM:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	001	140-0514	Counthouse Special Projects	(\$ 4,000.00)
	General Fund			
TO:	<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Amount</u>
	650	058	0335	\$ 4,000.00
	Constable Fund	Mental Health	Gasoline	
			TOTAL:	\$ -0-

### Reason:

To cover additional cost of gasoline

*Alvin Hester*

*James E. Smith*  
Department Head

*Nathan Cadduck*  
Auditor

8-29-06

Date Approved by Commissioners' Court

*M. Brown*  
County Judge

*Elizabeth McGill*  
Attest - County Clerk



**COMMISSIONERS' COURT  
TOM GREEN COUNTY**



**Line-Item Transfers**

Michael D. Brown  
County Judge

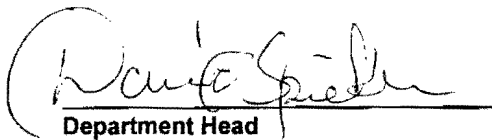
August 25, 2006

Fund: ~~General Fund~~ *Road & Bridge*  
*005*

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
005-198 R&B 1/3	0338 Diesel Fuel	25,264.00	
005-198 R&B 1/3	0573 Road Equipment		25,264.00

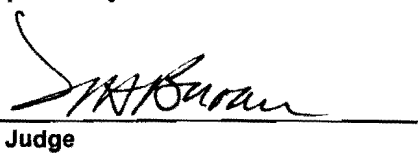
Reason

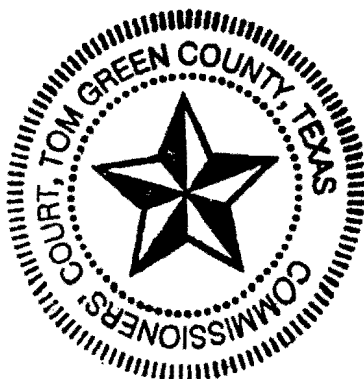
Transfer funds from capital outlay line to operating supplies to cover increased fuel costs.


  
Department Head

*8-29-06*  
Date Approved by Commissioners' Court

  
Auditor

  
County Judge



  
Attest - County Clerk

# COMMISSIONERS' COURT TOM GREEN COUNTY



Michael D. Brown  
County Judge

## BUDGET AMENDMENT

August 24, 2006

The following line item transfer is submitted for consideration:

<u>Fund</u>	<u>Department</u>	<u>Account</u>	<u>Increase</u>	<u>Decrease</u>
052	360	3605	\$ 40,000.00	
51 <sup>st</sup> DA		Asset Forfeiture		
Forfeiture Acct				

<u>Fund</u>	<u>Department</u>	<u>Account</u>	
052	252	0481	\$ 40,000.00
51 <sup>st</sup> DA		Miscellaneous	
Forfeiture Acct			

TOTAL: \$ -0-

### Reason:

To increase forfeiture revenue & corresponding expenditure to more closely reflect actual.

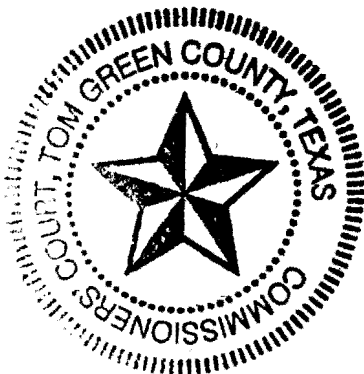
Department Head

8-29-06

Date Approved by Commissioners' Court

Auditor

County Judge



Attest - County Clerk