REGULAR COMMISSIONERS COURT MEETING November 9, 2016

BE IT REMEMBERED, that on this day, the Honorable Commissioners' Court of Brooks County, Texas met in Regular Term therein the City of Falfurrias in the 2nd floor Courtroom of the Brooks County Courthouse:

OPEN MEETING-Judge Imelda Barrera called the meeting to order at 9:00 A.M.

PLEDGE OF ALLEGANCE -was led by County Judge Imelda Barrera

ROLL CALL - Judge Imelda Barrera called for roll call:

Present:

Imelda Barrera, County Judge,

Gloria Garza, Commissioner Precinct 1,

Vincent Vargas, Commissioner Precinct 2,

Jose Antonio "Tony" Martinez, Commissioner Precinct 4.

Absent:

Carlos Villarreal, Commissioner Precinct 3.

Elvaray B. Silvas, County Clerk

Staff Present:

Missy A. Saavedra, Deputy County Clerk

Chaya Garza, Administrative Assistant

Others Present:

Rodney Belasquez, Internal Auditor

1. Public Comment

Sylvia Donnelly, JP Precinct #3 addressed the Court (View Audio for comments)
Frank Huerta, Constable Precinct #3 also addressed the Court (View Audio for comments)

PRESENTATIONS-none

REGULAR AGENDA

3. Approve of Bills and Claims.

August Patroelj, County Auditor addressed the Court on the above matter

Motion: to approve bills and claims as presented by the County Auditor, Action: Approve, Moved by Gloria Garza, Commissioner Precinct 1, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously. (On file)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

4. Approve Treasurer's Monthly Report.

Motion: to table until next meeting, **Action:** Table, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

5. Approve Auditor's Monthly Report.

August Patroelj, County Auditor addressed the Court on the above matter

Motion: to approve the auditor's report for the month of October 2016, Action: Approve, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously. (On file)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

6. Approve County Foreman's Monthly Report.

David Guerra, Road and Bridge Foreman addressed the Court on the above matter.

Motion: to approve, Action: Approve, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously. (On file)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

7. Approve Tax Assessor Collector Chief Deputy Monthly Report.

Motion: to table until the next meeting, Action: Table, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Gloria Garza, Commissioner Precinct 1. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

8. Approve Monthly Reports by Brooks County pursuant to Section 114.044, Local Government Code Texas. (Submitted by Brooks County Justice of the Peace Precinct 1-4)(Submitted by Brooks County Library, Angelica Regalado)(Submitted by Traffic Coder

Enforcement Supervisor Noel Benavides)

Noel Benavides and Oralia V. Morales addressed the Court on the above matter.

Motion: to approve the reports as presented, Action: Approve, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Gloria Garza, Commissioner Precinct 1. Motion passed unanimously. (On file)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

2. Approve of Regular and Special Commissioners Court minutes.

Motion: to approve the minutes of 10-28-2016, Action: Approve, Moved by Gloria Garza, Commissioner Precinct 1, Seconded by Jose Antonio "Tony" Martinez, Commissioner Precinct 4. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

16. <u>Discuss, Review, and Possibly act on leasing Brooks County Annex Building Rocm 108 to Brush Country GCD for \$860.00 per month.</u> Utilities (without phone and internet) and

janitorial service is to be included in the monthly rent. (Felix Saenz)

Felix Saenz, General Manager addressed the Court on the above matter.

Motion: to table this to see what the Court can work out with the Board. To have Commissioner Martinez and Mr. Patroelj, meet with the board, **Action:** Table, **Moved by** Jose Antonio "Tony" Martinez, Commissioner Precinct 4, **Seconded by** Gloria Garza, Commissioner Precinct 1. Motion passed unanimously.

Vote: Motion passed (summary: Yay = 3, Ney = 1, Abstain = 0).

Yay: Gloria Garza, Commissioner Precinct 1, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

Ney: Imelda Barrera, County Judge.

9. <u>Discuss and Approve District Clerks purchase of a Color Scanner to be paid out of</u> Records Management Account. (Noe Guerra)

Noe Guerra, District Clerk addressed the Court on the above matter.

Motion: to approve the purchase of a color scanner, **Action:** Approve, **Moved by** Gloria Garza, Commissioner Precinct 1, **Seconded by** Jose Antonio "Tony" Martinez, Commissioner Precinct 4. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

10. Discuss and Approve the Valero Fleet Bill to be paid from the General Fund # 12-0560-5105. (Sheriff's Department)

August Patroeli, County Auditor addressed the Court on the above matter.

Motion: to approve bill, Action: Approve, Moved by Vincent Vargas, Commissioner Precinct 2, Seconded by Gloria Garza, Commissioner Precinct 1. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

11. <u>Discuss and Approve the following list of Brooks County Sheriff's Office cellphones to be considered surplus.</u> (Sheriff's Department)

August Patroelj, County Auditor addressed the Court on the above matter.

Motion: to approve the list, Action: Approve, Moved by Vincent Vargas, Commissioner Precinct 2, Seconded by Gloria Garza, Commissioner Precinct 1. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

12. <u>Discuss and Approve the following list of Brooks County Sheriff's Office cellphones to be used as a trade-in to purchase new phones through Verizon. (Sheriff's Department)</u>

Motion: to approve trade-in, Action: Approve, Moved by Gloria Garza, Commissioner Precinct 1, Seconded by Jose Antonio "Tony" Martinez, Commissioner Precinct 4. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

13. <u>Discuss and Approve Participating Provider Agreement between Jose M. Lozano M.D</u> (Provider) and Brooks County Indigent Health Care Services ("BCIHS"). (Jose M. Lozano)

Motion: based on Bobby's recommendation of no changes on the contract, Action: Approve, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Gloria Garza, Commissioner Precinct 1. Motion passed unanimously. (On File)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

14. <u>Discuss and Approve Plan Sponsor Agreement between Brooks County Indigent, HEB</u> <u>Grocery Company, and MedImpact Healthcare Systems, Inc. (Bobby Saenz)</u>

Motion: to approve the agreement with no changes from the prior year, Action: Approve, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Gloria Garza, Commissioner Precinct 1. Motion passed unanimously. (On file)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

15. <u>Discuss and Approve 2017 Brooks County Resolution Indigent Defense Grant Program.</u> (County Judge)

Imelda Barrera, County Judge addressed the Court on the above matter.

Motion: to approve, Action: Approve, Moved by Gloria Garza, Commissioner Precinct 1, Seconded by Jose Antonio "Tony" Martinez, Commissioner Precinct 4. Motion passed unanimously. (On file)

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

17. <u>Discuss and Approve line item transfer of \$ 6.54 from 12-05-0409-5600 Bidding & Notices to 12-05-0409-9071 Misc. /Supplies Accts Payable in the amount of \$ 6.49 and to 12-</u>

05-0409-9515 Capital Outlay/Vehicles in the amount of \$0.05.

August Patroelj County Auditor addressed the Court on the above matter.

Motion: to approve line item transfer, Action: Approve, Moved by Gloria Garza, Commissioner Precinct 1, Seconded by Jose Antonio "Tony" Martinez, Commissioner Precinct 4. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

EXECUTIVE SESSION - At this time 9:32 AM the court went into Executive Session, the Court came back into open session at 10:29 AM. Present same as before. Honorable Judge Imelda Barrera stated in open court that on line item #18 will present the Audit to the District Attorney's Office and that on line item #19 to follow the recommendations. 18. Discussion on the EOC Audit. Motion: to approve the discussion of the EOC Audit, Action: Approve, Moved by Jose

Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yav: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

19. Discussion on the District Clerk Audit.

Motion: to approve the discussion of the District Clerk's Audit, Action: Approve, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yav: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

20. Adjourn

Motion: to adjourn the meeting at 10:31 A.M., Action: Adjourn, Moved by Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Seconded by Vincent Vargas, Commissioner Precinct 2. Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (summary: Yay = 4).

Yay: Gloria Garza, Commissioner Precinct 1, Imelda Barrera, County Judge, Jose Antonio "Tony" Martinez, Commissioner Precinct 4, Vincent Vargas, Commissioner Precinct 2.

The preceding minutes beginning on page _____ and ending on page _____, of the Commissioners' Court Minutes Volume , read and approved in the Honorable Commissioners' Court this 13th day of December, 2016, A.D.

Imelda Barrera, County Judge

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11/09/2016 08:03:06 A/P TRANSACTIONS Tran-Num Tran-Date Due-Date Amo Tran-Num Tran-Date COUNTY EMS 11/09/2016 2813	- BROOKS COUNTY unt G/L Chk Rec G/L	ENDOR 1099 B	DUE DATE) 11/09/2016 th Ck-Date Invoice Number	ru 11/09/2016	/2016 CL Date	4
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[HSBCBS] BLUE TARP FINANCIAL INC 106989 10/19/2016 11/09/2016	59.40 N N 013-5-0	667-\$138 97 .00=Total Paid	00/00/000 36387066 59.40=Total Owed	53738	00/00/0000	OPERATING SUPPL
[IDOCCOM] IDOCKET.COM 106999 10/01/2016 11/09/2016	950.00 N N 012-5-0	409-95	00/00/000 335830 950.00=Total owed	53771	00/00/0000	SUPPORT FEE 11-
[IKOFSO] RICOH USA, INC. 107017 10/25/2016 11/09/2016 107017 10/25/2016 11/09/2016 107017 10/14/2016 11/09/2016 107017 10/14/2016 11/09/2016 107017 10/11/2016 11/09/2016	280.98 N N N 012-5-0 280.98 N N N 012-5-0 3469.87 N N N 012-5-0 285.98 N N N 012-5-0 185.81 N N N 012-5-0 4503.62=Total Trans	409-5860 97 409-5860 97 409-5860 97 409-5860 97 409-5860 97 409-5860 97 409-860 97	00/00/000 1066104206 00/00/000 1066104207 00/00/000 97689803 00/00/000 97653580 00/00/000 97673938 4503.62=Total owed	53784 53784 53784 53784 53784 53784	00/00/0000 00/00/0000 00/00/0000 00/00/0	COPIER EXP COPIER EXP COPIER EXP COPIER EXP COPIER EXP
[JAIACRE] JAIME'S A/C & REFRIGERATION 10/14/2016 11/09/2016 11/09/2016 11/09/2016 11/09/2016 11/09/2016 11/09/2016 11/09/2016 10/28/2016 11/09/2016 107000 10/28/2016 11/09/2016	N 290.00 N N 012-5-0 390.00 N N 012-5-0 520.00 N N 012-5-0 997.60 N N 012-5-0 2197.60-Total Trans	510-5201 97 510-5201 7 97 510-5201 7 97 510-5201 97 510-5201 97	00/00/0000 1270 00/00/000 1270 00/00/000 1270 00/00/0000 1287 00/00/0000 1287 2197.60=Total owed	53772 53772 53772 53772 53772	00/00/0000	BLDG REPAIRS /L BLDG REPAIRS /L BLDG REPAIRS /E BLDG REPAIRS/ E
[JennBarr] JennIfer Barrera SOLIS 106949 10/27/2016 11/09/2016 106949 10/27/2016 11/09/2016 106949 10/05/2016 11/09/2016	312.50 N N N 012-5-04 250.00 N N N 012-5-04 250.00 N N N 012-5-04 812.50=Total Trans	435-5481 7 97 435-5481 7 97 435-5481 7 97 435-5481 7 97	00/00/0000 16-10-17253cv 00/00/000 16-10-17253cv 00/00/000 16-10-17247cv 00/00/00 16-10-17247cv 812.50=Total Owed	53733 53733 53733	00/00/0000	DANT
[JMANBAN] J. MANUEL BANALES 106974 10/05/2016 11/09/2016	100.60 N N N 012-5-04 100.60=Total Trans	435-5550 97 .00=Total Paid	00/00/000 100.60=Total Owed	53753	00/00/0000	VISITING JUDGE
[JOECRES] LAW OFFICE OF JOEL CRUZ R 107013 09/30/2016 11/09/2016 107013 09/30/2016 11/09/2016 107013 10/05/2016 11/09/2016 107013 10/05/2016 11/09/2016	ESENDEZ 200.00 N N 012-5-04 187.50 N N 012-5-04 569.40 N N 012-5-04 175.00 N N 012-5-04 1131.90-Total Trans		00/00/000 16-09-17239-CV 00/00/000 16-09-17238-CV 00/00/000 16-09-17234-FAM 00/00/000 16-10-17246CV 1131.90-Total Owed	53781 53781 53781 53781 53781	00/00/0000 00/00/0000 00/00/0000 00/00/0	DANT DANT DANT DANT
[LOZJOSDR] JOSE M LOZANO MD PA 107042 10/01/2016 11/09/2016	890.01 N N 012-5-0 890.01=Total Trans	-0641-5457 7 97 .00=Total Paid	00/00/000. BAT 10-16-31-16 890.01=Total owed	53800	00/00/0000	INDIGENT MED EX
[LUIFELFL] LUIS FELIPE FLORES MD PA 106975 10/01/2016 11/09/2016 107043 10/10/2016 11/09/2016	688.31 N N N 012-5-0 25.52 N N N 012-5-0 713.83=Total Trans	5-0641-5457 97 5-0641-5457 97 .00=Total Paid	00/00/000 BATCH 10-1-15-1 00/00/000 BAT 10-16-31-16 713.83=Total owed	53754 53801	00/00/0000	INDIGENT MED EX
[MARPLU] MARIO'S PLUMBING 107001 10/31/2016 11/09/2016	215.00 N N 012-5-0 215.00=Total Trans	-0510-5201 7 97 .00=Total Paid	00/00/000 70023 215.00=Total owed	53773	00/00/0000	REPAIRS & SEWER
[MEDIMP] MEDIMPACT HEALTHCARE SYSTEMS	EMS, INC.					3

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[RUDFEES 107018		[RIOVACOM]	[RENL5IM 107055	[RADIMA 107014 107046 107046		[PITNBOWE] 107011 107011	[OGNETSOL] 107010 1107010	Tran-Num	11/09/2016
] RUDY'S FEE] RUBEN ANTH] RIO GRANDE 10/19/2016] RANDALL L 11/03/2016] RADIOLOGY 10/01/2016 09/04/2016 11/09/2016] QUEST DIAGNOSTIC 10/20/2016 11/09 10/01/2016 11/09] PITNEY BOWE 10/06/2016 10/03/2016	LICOL/2016	Tran-Date	6 08:03:07
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DEPT SUPPLIES	CRIMINALS	RADIO ANNUAL FE	PRISONERS MED E	INDIGENT MED EX INDIGENT MED EX PRISONERS MED E	INDIGENT MED EX	POSTAGE SUPPLIE RENTAL CHARGE	PHONE EXP/JP'S PHONE EXP/JP'S PHONE EXP/CO AT PHONE EXP/CO AT PHONE EXP/CO AT PHONE EXP/CO TA PHONE EXP/COUNT PHONE EXP/CONST PHONE EXP/LANDF PHONE EXP/DIST PHONE EXP/DIST PHONE EXP/DIST PHONE EXP/OSAN PHONE EXP/OSAN PHONE EXP/OSAN PHONE EXP/OSAN PHONE EXP/OSAN	Stub	Page 6

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	[ZENSAN 107019	[XERCOR 107034 107034	[WILJTIN 107056	[WESPUBC 107029 107029	[VULMATC 107032	[TXGUHICO]	[TXCOMENV] 107027 107027	[TXAMAGR 107024 107024	[TORSECI 107031	TONBEL 106954 106954 106954	[TEXFLEET 106977	[SPEPRI 107023	[SOLRICH 107022	[SMIWARR 107020	Tran-Num
71 Vendors] ZENAIDA SANCHE 10/27/2016 11/] XEROX CORI 10/01/2016 11/01/2016] WILLIAM J 11/03/2016] THOMSON REUTERS 10/04/2016 11/09 10/04/2016 11/09] VULCAN CON 10/10/2016	10/01/2016	10/31/2016 10/31/2016 10/31/2016] TEXAS A&M 10/13/2016 10/13/2016] TORRES SEC 10/25/2016] TONY BELTRAN 10/22/2016 1 10/22/2016 1 10/22/2016 1] FUELMAN 10/31/2016] SPEEDY PRI 10/17/2016] RICARDO H 10/31/2016] SMITH & WA	Tran-Date
Listed	11/09/2016	XEROX CORPORATION 10/01/2016 11/09/2016 11/01/2016 11/09/2016	TINNELL DDS 11/09/2016	UTERS - WEST 11/09/2016 11/09/2016	VULCAN CONSTRUCTION MATERIAL 10/10/2016 11/09/2016 3	HISTORIAL S 11/09/2016	11/00 11/00 11/00	AGRILIFE EXTENSI 11/09/2016 11/09/2016	TORRES SECURITY INC 10/25/2016 11/09/2016	11/09/2016 11/09/2016 11/09/2016 11/09/2016	11/09/2016	SPEEDY PRINTING 10/17/2016 11/09/2016	11/09/2016	SMITH & WARREN 10/14/2016 11/09/2016	Due-Date
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Grand Owed	-Total Owed	00/000 086414063 00/000 086802982 528.59=Total owed	00/000 BAT 10-16-31-16 97.04=Total owed	0 834886547 0 834917463 .23=Total Owed	00/000 61489344 3674.10=Total Owed	-Total Owed	00/000 GPW0016860 00/000 SWD0022304 574.10=Total Owed	00/000 A700349 00/000 A700349 1200.00=Total owed	05841 Total Owed	499315 499316 499317 #Total Owed	2386797 Total Owed	6482 Total Owed	00/000 15-04-16830CPS 250.00=Total owed	00/000 S527ATX 124.00=Total owed	Invoice Number
1 2 2 1 1	53786	53797 53797	53810	53793 53793	53796	53792	0000	53790 53790	53795	53736 53736 53736	53756	53789	53788	53784	ClaimNo
	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/0000	00/00/000	00/00/0000	CL Date
11 11 11 11 11 11 11 11 11 11 11 11 11	CRIMINAL	COPIER EXP/DIST COPIER EXP	PRISONERS MED E) LAW LIBRARY) LAW LIBRARY	LRÁ PREMIX	MEMBERSHIP DUES	STORWWATR & PES	HP ELIKTE BOOK	MONITORING ELEC	RADIO MAINT & R RADIO MAINT & R RADIO MAINT & R	GASOLINE EXP	OFFICE SUPPLIES	CIVIL	OPERATING SUPPL	Stub
1 1 1	# 		1) ; (1		1] 	; ; ;			

444					Verification of the state of the	,	++1,09/5010 till n ++1,09/5010	02/ 5010	raye	·
		Include UNPAID Trans: Include SELECTED to PAY .: Include PAID Trans	ans YES to PAY .: YES		erint Print	Specific Specific	VENDOR 000			Activity and the state of the s
		EXClude TRANSFERE	D to G/L: NO		Print	specific BAN				
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013 32	3290.28 .00	3290.28	.00	.00	3290.28	.00	3290,28	.00	.00	.00
016 36	3674.10 .00	3674.10	00	.00	3674.10	.00	3674.10	.00	.00	.00
020 12	1259.60 .00	1259,60	.'00	.00	1259.60	.00	1259.60	.00	.00	.00
021. 2	256.23 .00	256.23	.00	.00	256.23	.00	256.23	.00	.00	.00
029 214	21477.16 .00	21477.16	.00	-00	21477.16	.00	21477.16	00	. 00	.00
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Total 104	104583.92 .00	104583.92	.00	.00 1	104583.92	.00	104583.92		.00	
									• - !!	-



November 09, 2016

County Auditor's Financial Report Months Ending October 31, 2016 Commissioners' Court Meeting Held on Tuesday, November 09, 2016

The Honorable Commissioners' Court

The Honorable Imelda Barrera	County Judge
The Honorable Gloria Garza	Commissioner, Precinct #1
The Honorable Vince Vargas	Commissioner, Precinct #2
The Honorable Carlos Villarreal	Commissioner, Precinct #3
The Honorable Jose A. Martinez	Commissioner, Precinct #4

In accordance with V.I.C.A. Local Government Code, Sections 111.091, 114.024 and 114.025, the following is my financial report for the month of October 2016.

For information purposes, please note the following in the report. **Revenues:**

\$16,295.87 (Direct Deposit) was received for District Sales & Use Tax Allocations for October 2016 and was deposited to 31-4-0000-4035 (Health Use Sales Tax Fund). For comparison purposes only:

Deposit for September:	\$18,903.21
Deposit for August:	\$20,274.16
Deposit for July:	\$22,715.98
Deposit for June:	\$28,026,36

For Information Purposes:

New Employees

Nisa Castillo (Jailer)	Hired on 10/13/2016
Anthony Flores (Jailer)	Hired on 10/03/2016
Ryan Cruz (Jailer)	Hired on 10/03/2016
Rudy Martinez (R&B)	Hired on 10/03/2016
Ruby Allen (R&B)	Hired on 10/03/2016
Frank Huerta (Constable)	CC appointed on 10/03/2016
Thomas Garza (Landfill)	Hired on 10/03/2016

Gabriel Gutierrez (Maintenance) Part time Rolando Esquivel (R&B) Part time

Hired on 10/17/2016 Hired on 10/18/2016

• Resigned/Other/Terminated Employees

Ruby Allen (Constable) Isabel Pena (R&B)

Resigned on 10/02/2016 Terminated on 10/13/2016

• Retired Employees

None

• Deceased Employees

None

As for a detailed financial report for each department, please refer to the Auditor's Monthly Report provided to you. If you should have any questions, please feel free to contact me.

Thank you,

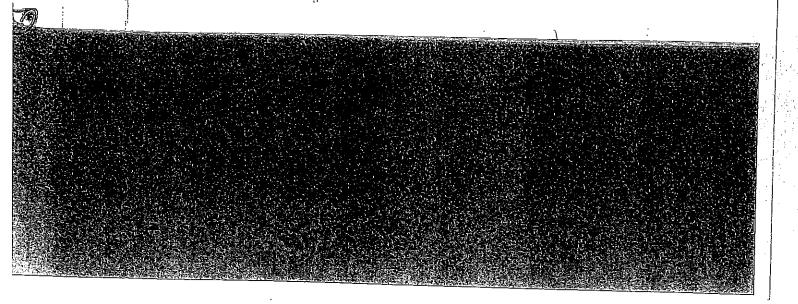
August Patroelj (Brooks County Auditor)

BROOKS COUNTY ROAD & BRIDGE October 2016 FUEL LOG

547.5	GALLONS	GASOLINE	@ 1.61	\$ 881.48	ROAD & BRIDGE
421.4	GALLONS	DIESEL	@ 1.70	\$ 716.38	ROAD & BRIDGE
	GALLONS	GASOLINE	@	\$	COURT HOUSE
	GALLONS	DIESEL	@	\$	COURT HOUSE
286.7	GALLONS	GASOLINE	@ 1.61	\$ 461.59	LANDFILL
1,242.5	GALLONS	DIESEL	@ 1.70	\$ 2,112.25	LANDFILL
12.5	GALLONS	GASOLINE	@ 1.61	\$ 20.13	VECTOR CONTROL
	GALLONS	DIESEL	@	\$	VECTOR CONTROL
91.0	GALLONS	GASOLINE	@ 1.61	\$ 146.51	CEMETERY
	GALLONS	DIESEL	@	\$	CEMETERY
	GALLONS	GASOLINE	@	\$	CODE ENFORCEMENT
	GALLONS	DIESEL	@	\$	COMMODITY
	GALLONS	GASOLINE	(a)	\$	ARENA
	GALLONS	DIESEL	<u></u>	\$	ARENA
	GALLONS	DIESEL	@	\$	HOSPITAL
15.5	GALLONS	GASOLINE	@ 1.61	\$ 24.96	AIRPORT
59.0	GALLONS	DIESEL	@ 1.70	\$ 100.30	AIRPORT
	GALLONS	GASOLINE	@	\$	SHOW BARN
	GALLONS	DIESEL	@	\$	SHOW BARN
	GALLONS	GASOLINE	@	\$	COUNTY JUDGE/MEETING
	GALLONS	GASOLINE	@	\$	FIRE DEPARMENT
	GALLONS	DIESEL	<u>@</u>	\$	FIRE DEPARTMENT
	GALLONS	GASOLINE	@	\$	SHERIFF DEPARTMENT
	GALLONS	DIESEL	@	\$	SHERIFF DEPARTMENT
	GALLONS	GASOLINE	@	\$	JAILHOUSE
	GALLONS	DIESEL	@	\$	
	GALLONS	GASOLINE	@	\$	ROAD SIDE PARK

De Tober 2016 Purchase Orders

		34433. Amarica Garras Disconnecting + Commercing	550.00
30)	!		
-		32431 Julcad Materials 2 Loads Coal Mix	3,850-96
	10-67-16	134439 VISTON TIRES # 34	1,420,00
(E)	•		1,283.04
	1		1,283.04
<u>)</u>	10-7-16	34449 LYM Electric Rebuist AlTERNATO	165.00
<u>)</u>	10-11-16	34450 VISTO TITES 4 TITES	1060.00
9			
<u>()</u>	-	Confd. 105 Bis The About	40000
<u>)</u> .	10-11-16	3445i At A Tire 5hop Change Tires Con Rd. 105 Bus STOP Ahead 34453 The Sign Man. 5Top Leading or unleading	134.90
9)	10-17-16	34475 Alamo Lumber Coi Pressure Wesher	232,29
).	10-20-16	22116h 4-17	164,25
) 	10-25-16	34481 Doggett Kreight Liner bracket for feather	170.38
: ·	10-24-16	34486 GaTeway Filing Capinet Rebuilt 2 pumps Ports	288.59
<u>.</u>	10-26-10	West Lycotion to lest les Labor	3500.00
	10-26-12		
		34489 VISTON Tires 27 Tires 235/80 R 16 #28	568-00



Brooks County Road & Bridge

October 2016 Monthly Report

Shredding County Roads – Co. Rds.- 102, 401, 405, 104, 300, 301, 302, 303, 211, 209, 210, 212, 213, 214, 215, 216, 217, 218, 219, 225, 226, 227, 304, 305, 306, 307, 308, 309, 309A, 310, 311, 312, 313, 314, 315, 311A. Began shredding at Airport, Cibolo Creek and Landfill in late October. 2 tractors, sometimes 3, wing shredders/operators. 1 man weed eat around signs and culverts and sprayed weed killer.

Mowing & Weed eating was done at Cemetery, Lopez Park, all ditches on Travis Rd., Constable's yard, Airport lights, Road & Bridge yard, stage area at Show Barn grounds, 2 men, 2 riding mowers, 2 weed eaters.

Patching Crew - Patching was done on Co. Rds. – 201, 212, 106, 105, 100, 101, 102, 201, 200, 202, 203, 207, 110, 2 men, 1 truck/utility trailer & coal mix.

County Road Signs – A new **Dead End sign** was installed on the South side of Co. Rd. 216. Installed 2 new poles and signs on the East end of Co. Rd. 105 and 2 new signs on the West end of Co. Rd. 105 – **School Bus Stop Ahead**, 1 on each side – **Stop for School Bus Loading and Unloading**, 1 on each side. Re-installed Rd. signs on 110 and 406 and replaced yellow reflectors.

Voting Booths – Assisted Election Dept. by setting up voting booths at Courthouse Annex for early voting. 2 men

Dirt deliveries – Billy Smith, 718 E. Retama, 6 yards, Luanna Garcia, 106 Vasquez St., 6 yards, Esmeralda Alaniz, 602 S. Fitzgerald, 6 yards, Rosa M. Sanchez, 1836
Co. Rd. 104, 6 yards, Oralia Hinojosa, 1510 S. St. Marys, 6 yards, Cecilio Olivarez, 233 Mc Pena, 6 yards, Jessica Longoria, 415 W. Blucher, 6 yards, Baldemar Villarreal, 403 Co. Rd. 304, Encino, 6 yards, Sergio Carrera, 495 S. Hwy. 281, Encino, 6 yards Gracie Guerra, 323 W. Potts, 6 yards, Rey Perez, 601 Co. Rd. 219, 6 yards, Erlin, 529 W. Noble, 6 yards, Andrea Flores, 411 W. Trevino, 6 yards, Robelin Cruz, 507 W. Garza, 6 yards, Lizette Calderon, 308 W. Potts, 6 yards, Juan Hernandez, 908 Co. Rd. 303, 6 yards, Cynthia Cuellar, 2344 Hwy. 285, 6 yards, Betty Rios, 615 F.M. 1418, 6 yards, Jessica Longoria, 415 W. Blucher, 6 yards, Ramon Chavera, 1000 E. Forrest, 6 yards, Mr. Vela, 1418
Co. Rd. 101, 6 yards, Israel Perez, 735 E. 1418, 6 yards, Rosabel Huerta, 6807 S. Hwy. 281, 8 yards.

County Roads Bladed & Leveled – Co. Rds., 218, 216, 229, 105, roads were bladed to smooth ripples on road, then it is leveled to get rid of pot holes and rolled to smooth out road of the material that is used. 1 motor grader/operator, 2 dump trucks/drivers, used Caliche and Rap material to level roads.

Tree Trimming – Tree branches were trimmed on Co. Rd. 103. Tree limbs were cut on Co. Rd. 224, branches were covering stop sign. 2 men, pole saws.

Brush Crew – Brush was picked up on Co. Rds. 209, 210, 210A, 211, 212, 213, 214, 215, 216, 217, 218, 219, 225, 232, 300, 301, 302, 303, 405, 404, 403, 401, 104, 105, 103 & F.M. 1418, 1 backhoe/operator, 2 trucks/trailers/drivers.

Garbage Route – Household garbage was picked up for the month of October in Encino, Rachal, La Mesa & Tacubaya area on Mondays. Continued at La Parrita on Tuesdays. Ranchito and surrounding area is done on Wednesdays. House hold garbage was disposed twice a week at City of Kingsville Landfill. Garbage truck is disinfected weekly for health reasons. 1 garbage truck/driver, 2 helpers.

Animal Control – Dogs - Javier Sanchez, 1937 Co. Rd. 404, 1 dog.

Animal Control – Possums – Picked up 1 possum at R.V. Park

Animal Control responded to a complain about 2 pit bull dogs that w

Animal Control responded to a complain about 2 pit bull dogs that would not let a lady get off her car on Co. Rd. 205A. The dogs had already killed her cat and she was afraid that the dogs would hurt her. One dog was picked up. The owner came by the next day to pick it up. She was asked to provide proof of rabies vaccination otherwise the animal would be held. She came back with certificate of vaccination and the dog was picked up. She was advised that the dogs had to be tied up.

Animal Trap - An animal trap was set up at Petra Herrera's residence, 392 Co. Rd. 401.

Landfill – The road inside the Landfill was widened to make it to a two-way traffic road. The sign that was at the entrance had to be moved to another side. Used 210 yards of Rap material to widened road. 1 motor grader/operator, 1 dump truck/driver, 1 backhoe/operator. The mulch at Landfill was moved from the front of Landfill to fill in holes in the back and later mulch was covered with dirt. 1 wheel-loader/operator, 2 dump trucks/drivers.

New Landfill Trash Hole – A new hole is being dug on the North side of the Landfill. The dirt that is being dug out is hauled to working face in back of Landfill and used for trash cover. 1 bull dozer/operator, 1 backhoe/operator, 2 dump trucks/drivers.

Landfill Storage Room – A storage room is being built on the East side of the Landfill supervisor's office to install an ice maker. The storage room will also be used to store tools. 2 men

County Mechanics – Repairs were made on County vehicles. Fixed flats and mounted new tires. Assisted Landfill with repairs to equipment and vehicles. Several trips were made out of town to bring vehicle parts. 2 mechanics/service trucks.

OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT

Check if new Judge/ Clerk or Precinct:	
	JUSTICE OF THE PEACE: ADELA QUINTANILLA COUNTY: BROOKS
	PRECINCT: 1 PLACE: 1/2
	COURT CLERK: MELISSA CISNEROS ADDRESS OF COURT: 300 N. LAS PITAS CITY: FALFURRIAS, TEXAS 78355

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

PREPARED BY: MELISSA CISNEROS

DATE: November 2, 2016

PHONE: 361-325-4901 ext: 209

FAX: 512-895-9683

OFFICIAL JUSTICE OF THE PEACE REPORT

CRIMINAL CASES

CIVIL CASES

Brooks County Traffic & Non Traffic Small Claims Force Entry Detainer Evictions

Misdemeanor

Suits

New Cases Filed: 91 (DPS-14/SHERIFF-7/C&T-70)

Dispositions Prior To Trial: 40

No. Of Complains to see Judge: 43

Deposit Forfeited: 0

Fined (Before Trial only): 0

Cases Dismissed: 0

Dispositions At Trial: 0

Trial by Judge- Guilty
- Not Guilty 0

Dismissed At Trial: 0

Dismissed: 1

After Driver Safety Course: 6

After Deferred Disposition: 0

After Proof of Financial Resp: 0

Cases Appealed: 0

Juvenile Magistration: 0

Parent Con.: 0

License Suspension Hearings Held: 0

Bond Condition----4

Peace Bond Hearings Held: 2

Emergency protect order (E.P.O.): 0

Magistration: 4

Inquest Conducted: 2

Felony Complaints: 0

Arrest Warrants Issued: 2

Class C. Misdemeanors only: 0

Felonies and Class A and B Misdem: 0

Emergency Mental Health: 0

Total Revenue Collected \$11,898.80

OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT

CHECK IF NEV	
OR PRECINC	
	JUSTICE OF THE PEACE: ORALIA V MORALES COUNTY BROOKS
-	PRECINCT:2 PLACE:3/4
	COURT CLERK: JANIE SANCHEZ ADDRESS OF COURT: 300 N LAS PITAS CITY: FALFURRIAS

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

PREPARED BY: JANIE SANCHEZ

DATE: October, 2016

PHONE: 361-325-4901 EXT 201/108

FAX: 361-325-9571

OFFICIAL JUSTICE OF THE PEACE REPORT

CRIMINAL CASES

CIVIL CASES

	CRIMINAL CASES	CIVIL CASE
BROOKS COUNTY TR	AFFIC & NON TRAFFIC	
SMALL CLAIMS:1		
FORCE ENTRY DETAIL	NER:	
EVICTIONS:1		
MISDEMEANORS:		÷
SUITS:		
TICKETS BROUGHT TO	O PRECINCT 2 FOR THE MONTH OF A	ugust 2016
-CODE AND TRAFFIC:	380	
-DPS: 33		
-SHERIFFS DEPT: 139		
-WEIGHT STATION: 1	02	
-GAME WARDEN:10		
NEW CASES FILED: 66	54	
DISPOSTIONS PRIOR	TO TRIAL:	
NO. OF COMPLAINTS	TO SEE JUDGE: 33	
DEPOSITS FORFEITED) :	
FINED BEFORE TRIAL	:	
CASES DISPOSED: 129	9 .	
DISPOSITION AT TRIA	L:	

COURTS HELD: 1 DOCKET: 122

TRIAL BY JUDGE
GUILTY:
NOT GUILTY:
DISMISSED AT TRIAL:
DISMISSED AFTER DRIVER SAFETY COURSE:
DISMISSED AFTER DEFERRED DISPOSITON: 4
DISMISSED AFTER PROOF OF FINANCIAL RESP:2
CASES APPEALED:
JUVENILE ACTIVITY:
LICENSE SUSPENSION HEARINGS HELD
PEACE BOND HEARINGS HELD:
MAGISTRATIONS:6
INQUEST CONDUCTED:
FELONY COMPLAINTS:
ARREST WARRANTS ISSUED: 1
BAIL BOND CONDITIONS:
CLASS C MISDEMEANORS
FELONIES AND CLASS A AND B MISDEM:
EMERGENCY MENTAL HEALTH HEARINGS HELD:
TOTAL REVENUE COLLECTED: 118.390.19

. . .

OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT SEPTEMBER 2016

Check if new Judge/ Clerk or Precinct:	
	JUSTICE OF THE PEACE: SYLVIA C. DONNELLY COUNTY: BROOKS
	PRECINCT: 3 PLACE: 1
	COURT CLERK: JULIE TREVINO COURT CLERK: VANESSA ALANIZ ADDRESS OF COURT: 300 N. LAS PITAS CITY: FALFIRRIAS. TEXAS 78355

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

PREPARED BY: JULIE TREVINO

DATE: November 2, 2016

PHONE; 361-325-4901 ext;3 IN HOUSE EXT. 200 / 105

FAX: 512-895-9683

OFFICIAL JUSTICE OF THE PEACE REPORT

CRIMINAL CASES

CIVIL CASES

Brooks County Traffic & Non Traffic

New Cases Flied: TX HWY PATROL TX C.V.E CODE ENFORCEM SHERIFF'S OFFICE PARKS & WILDLIE CONSTABLE DEPT	89 ENT 56 E 8 FE 0	Small Claims 0 Force Entry Detainer 0 EVICTIONS 0
Dispositions Prior To	o Trial: <u>0</u>	License Suspension Hearings Held: $\underline{0}$
No. Of Complains to	see Judge: 0	Peace Bond Hearings Held: 0
Deposit Forfeited		Felony Complaints: 0
Fined (Before Trial	only):	Arrest Warrants Issued: 0
Cases Dismissed:	0	Class C. Misdemeanors only:
Dispositions At Tria	l: <u>0</u>	Felonies and Class A and B Misdem:
Trial by Judge- Guil - Not	ty Guilty <u>0</u>	Emergency Mental Health Hearings Held: <u>0</u>
Dismissed At Trial:	<u>o</u>	Magistration: 4
Dismissed:	<u>0</u>	Juvenile Activity: 0
After Driver Safety	Course: <u>6</u>	Inquest Conducted: 0
After Deferred Disp	osition: <u>5</u>	
After Proof of Finan	ncial Resp: 0	Total Revenue Collected \$ 90,141.78

End Of Period Maintenance			
Cashbook Brooks JP3 Cashbook	Comments	SEPTEMBER 26, 2016 THRU OCTOBER 31, 2016	*
Start Date 09/23/2016 03:21:22 PM End Date 10/31/2016 09:06:38 AM	-		<i>"</i>
Disbursements			
Account	Payee Name	Disbursed Amount	nt
Arrest Fee 12-4-0005-4600	Brooks County Treasurer	770.00	00
Arrest Fee State 87-4-0000-4601	Brooks County Treasurer	487.10	10
Code Enforcement Fine 12-4-0005-4328	Brooks County Treasurer	648.49	49
Consolidated Crt Cost 87-4-0000-4604	Brooks County Treasurer	9927.25	25
Court House Security 15-4-0000-4334	Brooks County Treasurer	692,90	90
Delinquent Collections 38-4-0000-4351	Brooks County Treasurer	3104.18	18
Driver Safety Course 12-4-0005-4345	Brooks County Treasurer	160.00	00
Electronic Filing/State 87-4-0000-4635	Brooks County Treasurer	10	10.00
FILING FEE 12-4-0005-4050	Brooks County Treasurer	25	25.00
Fines//3eneral Funds 12-4-0005-4345	Brooks County Treasurer	61449.14	4.
Indigent Defense 87-4-0000-4628	Brooks County Treasurer	502.00	00
Indigent Legal Srv Fee 87-4-0000-4607	Brooks County Treasurer	9	00.9
Jst Crt Bldg Security fee 15-4-0000-4308	Brooks County Treasurer	311.00	00
Indicial Support Fee 87-4-0000-4625	Brooks County Treasurer	1506.00	00

11.12, Reimhursement 87-4-0000-4626	Brooks County Treasurer	1004.00
lustice Court Tech 29-4-0000-4345	Brooks County Treasurer	1004.00
Moving Violation 87-4-0000-4633	Brooks County Treasurer	11.20
Subtitle C/St Traf fine 87-4-0000-4616	Brooks County Treasurer	3344.25
Texas Parks and Wildlife	Parks & Wildlife	636.65
Time Pvmt Fee 87-4-0000-4612	Brooks County Treasurer	2870.00
Traffic Fees 87-4-0000-4613	Brooks County Treasurer	336.00
Truancy Prevention fee 87-4-0000-4634	Brooks County Treasurer	472.00
		The state of the s
	Disbursed Total	89277.16

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Brooks TX JP3

8.00 42.72 5.00 12,00 8.00 80.00 3.00 57.90 540.80 4.00 Disbursed Amount PART 2 END OF MONTH INTEREST EARNED FOR SEPT 2016 & OCTOBER 2016 **Brooks County Treasurer Brooks County Treasurer Brooks County Treasurer Brooks County Treasurer** Brooks County Treasurer Brooks County Treasurer **Brooks County Treasurer Brooks County Treasurer** Brooks County Treasurer **Brooks County Treasurer Brooks County Treasurer Brooks County Treasurer Brooks County Treasurer Brooks County Treasurer** Comments Payee Name 1st Crt Bldg Security fee 15-4-0000-4308 Delinquent Collections 38-4-0000-4351 Consolidated Crt Cost 87-4-0000-4604 Subtitle C/St Traf fine 87-4-0000-4616 Court House Security 15-4-0000-4334 Jury Reimbursement 87-4-0000-4626 Fines/General Funds 12-4-0005-4345 Judicial Support Fee 87-4-0000-4625 Justice Court Tech 29-4-0000-4345 Moving Violation 87-4-0000-4633 Indigent Defense 87-4-0000-4628 End Of Period Maintenance Arrest Fee State 87-4-0000-4601 Interest Earned 12-4-0005-4860 10/31/2016 12:34:18 PM 10/31/2016 12:34:18 PM **Brooks JP3 Cashbook** Arrest Fee 12-4-0005-4600 CourtView Justice Solutions **Disbursements** Account Cashbook Start Date End Date Code

Traffic Fees 87-4-0000-4613 Brooks County Treasurer Truancy Prevention fee 87-4-0000-4634 Brooks County Treasurer	Brooks County Treasurer Brooks County Treasurer	6.00
	Disbursed Total	864,62

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OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT

Check if new Judge/ Clerk or Precinct:	
	JUSTICE OF THE PEACE: ROLANDO GARZA COUNTY; BROOKS
	PRECINCT: 4 PLACE: 8/9
4	COURT CLERK: MELISSA CISNEROS ADDRESS OF COURT: 300 N. LAS PITAS CITY: FALFURRIAS, TEXAS 78355

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

PREPARED BY: MELISSA CISNEROS

DATE: NOVEMBER 2, 2016

PHONE: 361-325-4901 ext: 203

FAX: 512-895-9683

OFFICIAL JUSTICE OF THE PEACE REPORT For the month ending October 31, 2016

CRIMINAL CASES

CIVIL CASES

Brooks County Traffic, Non Traffic, Small Claims, Force Entry Detainer & Evictions

Misdemeanor

Suits

New Cases Filed: 92 (Code & Traffic - 62 / DPS - 18 /Constable -6/ Sheriff - 6)

Dispositioned: 57

Dispositions Prior To Trial: 0

No. of Complains to see Judge: 6

Deposit Forfeited: 0

Fined (Before Trial only):0

Cases Dismissed: 1

Dispositions at Trial: 0

Trial by Judge- Guilty:

- Not Guilty: 0

Dismissed at Trial: 0

Pre-Trial Hearing: 0

After Driver Safety Course: 8

After Deferred Disposition: 5

After Proof of Financial Resp.: 0

Cases Appealed: 0

Juvenile Activity: 0

Parent Contributing to Non-Attendance: 4

Jury Trial: 0

License Suspension Hearings Held: 1

Occupational Driver License Hearing: 0

Peace Bond Hearings Held: 1

Magistrations: 5 (October 17, 2016 - October 23, 2016)

Inquest Conducted: 1

Felony Complaints: 0

Arrest Warrants Issued: 1

Class C. Misdemeanors only: 0

Felonies and Class A and B Misdem.: 0

Emergency Mental Health Hearings Held: 0

Small Claims: 0

Evictions: 1

Show Cause Hearings: 6

Pre-Trial/ Bench Trial w/County Attorney: 0

Total Revenue Collected \$17,751.03

Ed Rachal Memorial Library 203 Calixto Mora Ave (361)325-2144 Falfurrias, Texas 78355

Commissioners Court Meeting / November 3, 2016 For the Month of October, 2016

Fines and Copies	126.35
Computer Use	170 Persons
Persons Visiting Library	165 Total
Meetings	120 Persons
WiFi Use	70 Persons
Book Check Outs	150 Books

Thank You Angie Regalado (Library)

BROOKS COUNTY CODE & TRAFFIC

TRAFFIC STOPS	528	CITATIONS GIVEN	493	WARNING GIVEN	35
UNAUTHOR DISPOSAL C LITTER		BY OWNER/ CR 21	4 OWNER FOUND	TIRES COLLECTED _	
ASSIST CAL	LS:				
SHERIFF DEF	PT. ASST				
ASST ON DEM	ESTIC ON HIGH LINE/	ASST WITH HOR	RSE ON CR 213 /		
ASST_LOOKI	NG FOR SUSPISIOUS PE	RSON ON CR 213	& 212		
POLICE DEPT		J DOMESTIC DV II	IIGH SOHOOT / A SST	CNINIODAL CT DE	
	AVIS DOMESTIC / ASST OF LER ST. SUSPICIOUS PE				COON SMOKING KOSH
ASST ON MIL	LER ST. SUSPICIOUS PE	RSON/ ASS1,DO	WESTIC ON MIAU	PIN SIREEI	
E.M.S ASST	Γ			•• ,,,,,,,,	
OTHER DEP	T. ASST			.=	
ASST B.P. ON	BAIL OUT BY E. COUNT	Y LINE/ ASST B	P. ON CHASE FRO	M CHECK POINT	CLEAR TRAFFIC
ASST B.P. BY	LA INDIA GATE 4 SUBJ	ECTS			
OTHER CALL	 S				
HORSE CALL	ON 1418 / CATTLE ON R	OADWAY E. 285	5 & 209		
ASST TRAFFI	C CONTROL ON ACCIDI	ENT ON 281 & 14	18		
ASST WITH C	ATTLE ON CR 405				
SNAKE CALL	ON OLEANDER ST.				
DOG# CALL C	ON CR 205 A PIT BULL				
ASST AT DEE	R GIVE AWAY				
ASST, TRASH	TRUCK / ASST WITH SC	CHOOL BUS 7 CI	TATIONS GIVEN		
449 R. BENAV	TIDES 133 CITATIONS	12 WARNINGS			
448 B. LOZAN	O 220 CITATIONS	13 WARNINGS			
447 R. LONGO	ORIA 140 CITATIONS	10 WARNINGS			

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and Amendments, this "agreement") is made and entered and between **Jose M. Lozano M.D** ("Provider") and **Brooks County Indigent Health Care Services** ("BCIHS").

WHEREAS, Provider desires to provide certain health care services to individuals in products offered by or available from or through BCIHS (as hereafter defined), and provider desires to participate in such products as a "Mandated Provider" all as hereafter set forth.

WHEREAS BCIHS desires for provider to provide such health care services to individuals in such products, and BCIHS desires to have Provider participate in certain of such products as a "Mandated Provider", all as hereafter set forth.

NOW, THEREFORE. in consideration of the recitals and mutual promises herein stated, the parties hereby agree to provision set forth below.

ARTICILE I – DEFINITIONS

When appearing with initial capital letters in this Agreement (including an Attachment), the following quoted and underlined terms (and the plural therefor, when appropriate) have the meaning set forth below.

- "Attachment" means any document, including an addendum, schedule or exhibit, attached to this Agreement as of the Effective Date or that becomes attached pursuant to Section 7.7, all of which are hereby incorporated herein by reference and may be amended from time to time as provided herein.
- "Compensation Schedule" means at any given time the then effective schedule(s) of maximum rate applicable to a particular Product under which "Mandated Provider" will be compensated for the provision of covered services to covered persons. Such compensation schedule(s) will be set forth or described in one or more Attachments to this Agreement, and may be included within a product attachment.

- "Mandated Provider" means a physician, hospital, health care professional or any other provider of items or services that (I) is employed by or has a contractual relationship with Provider (II) satisfies BCIHS Criteria and has been approved for participation by BCIHS to provide covered Services
- **1.4** <u>"Covered Person"</u> means any individual entitled to receive covered services pursuant to the terms of this agreement.
- Covered Services. Contracted provider shall provide covered services described (Sec.61.028 Chapter 61) contract provider shall provide covered services to covered persons with the same degree of care and skill as customarily provider shall provide covered services to cover person with the same degree of care and skill as customarily provided to patients who are not covered persons, within the scope of the contracted provider's license and in accordance with generally accepted standards of the contracted provider's practice and in accordance with the provisions of this agreement.
 - (1) Primary and preventative services designed to meet the needs of the community, including:
 - (A) Immunizations; Refer to WIC
 - (B) Medical screening services; and
 - (C) Annual physical examinations;
 - (2) Inpatient and outpatient hospital services;
 - (3) Laboratory and X-ray services; Quest Diagnostic
 - (4) Family planning services;
 - (5) Physician services;
 - (6) Skilled nursing facility services, regardless of the patient's age.
- seeking covered services is a covered person. BCIHS will make available to provider and contracted providers a method, whereby provider and contracted providers can obtain in a timely manner, general information about edibility and coverage. BCIHS does not guarantee that persons identified as "Covered Persona" are eligible for benefits. If BCIHS, Payor or its delegate determines that an individual was not eligible for covered services at the time the services were rendered, such services shall not be eligible for payment under this agreement.
- Treatment Decisions No_BCIHS or pay or is liable for, nor will it exercise control over, the manner or method by which a contracted provider provides items or services under this agreement. Provider and contracted providers understand that determinations of a BCIHS or payor that certain items or services are not covered services or have provided or billing in accordance with requirements of this Agreement or Chapter 61 are administrative decision only. Such decision do not absolve the contracted provider of its responsibility to exercise independent judgment in treatment decision related to covered persons. Nothing in this Agreement (I) is intended to interfere with contracted provider's relationship with covered persons, or (II)prohibits or restricts a contracted provider from disclosing to any covered person any information that the contracted provider deems appropriate regarding health care quality or medical treatment decisions or alternatives.

- Nondiscrimination. Provider and each contracted provider will provide covered services to covered persons without discrimination on account of race, sex, sexual orientation, age color religion, national origin, place of residence, health status, physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the American With Disabilities Act of 1991.
- **1.9** Notice of Certain Events. Provider shall give written notice to BCIHS of:
 - 1. Any event of which notice must be given to a licensing or accreditation agency or board.
 - 2. Any change in the status of Provider's or the contracted Provider's license.
 - 3. Termination, suspension, exclusion or voluntary withdrawal of provider or the contracted Provider from any state or federal health care program, including but not limited to Medicaid, or any lawsuit or claim filed or asserted against Provider or the Contracted Provider alleging professional malpractice involving a covered person. In any instance described above, Provider must notify BCIHS in writing with in (10) days, and in any such instance described above Provider must notify BCIHS in writing within thirty (30) days, from the date it first obtains knowledge of the same.
- 1.10. Compliance with Regulatory Requirements and Payor Contracts.

 Contracted Provider and BCIHS agree to carry out their respective obligation in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act.

ARTICLE II – CLAIMS SUBMISSION, PROCESSING AND COMPENSATION.

- Claims or Encounter Submission. Contract Providers shall submit to BCIHS all claims for payment for a covered services rendered to a covered person. BCIHS will require any provider, and contracted provider to obtain approval from BCIHS before providing any nonemergency health care services to any covered person. If Provider or contracted provider delivers nonemergency health care services to a covered person who is eligible and fails to comply with this section Provider or contracted provider is not eligible for payment for services. In the event of an Emergency Provider and Contracted Provider Shall notify BCIHS by telephone not later than 72 hour or by mail postmarked no later than fifth working days after the date of service. Provider and Contract Provider shall submit encounter data to BCIHS in a timely fashion, no more than 95 day from the date of services all encounter must contain statistical and descriptive medical and covered person data and identifying information.
- **2.2.** Compensation. The compensation for a covered services provided to a covered person ("Compensation Amount Medicaid Rate") will be the appropriate amount under the applicable compensation schedule in effect on the date of service. BCIHS is not liable for cost of services in excess of payment standards Subject to the terms of this Agreement the Provider and

Contracted Provider shall accept the Compensation Amount as Payment in full for the covered services hereunder.

- **2.3.** <u>Financial Incentives.</u> The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for provider or a contracted provider to withhold services.
- **2.4.** Hold Harmless. Provider and each contract provider agrees that in no event, including but not limited to non-payment by BCIHS insolvency, or breach of this agreement, shall provider or contract provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a covered person for covered services provided under this Agreement.

ARTICLE III - RECORDS AND INSPECTIONS.

- **3.0.** Records. Each Provider and contract provider shall maintain medical, financial and administrative records related to items or services provided to covered persons, including but not limited to a complete and accurate permanent medical record for each covered person, in such form and detail as required by applicable Regulatory Requirements and consistent with generally accepted medical standards.
- **3.1.** Access. Provider and Contract Provider shall provide access to their respective books and records only for BCIHS clients.
 - 1. BCIHS During regular business hour and upon prior notice.
 - **2.** Government agencies, to the extent such access is necessary to comply with Regulatory Requirements. And accreditation organizations. Provider and Contract Provider shall provide copies of such records at no expense to any of the forgoing that may make such request. Each Contracted Provider also shall obtain any authorization or consent that may be required from a covered person in order to release medical records and information to BCIHS or any of their delegates. Provider and contract provider shall compile information necessary for the expeditious completion of such on site inspection in a timely manner.
- **3.2.** Record Transfer Subject to applicable Regulatory Requirements, Provider and each contract provider shall cooperate in the timely transfer of covered persons' medical records to any other health care provider, at a charge to covered persons' but not BCIHS when required.

ARTICLE IV - INSURANCE

4.1. Insurance During the term of this Agreement, Provider and contract provider shall maintain policies of general and professional liability insurance and other insurance that are necessary to insure services hereunder on behalf of providers and such contracted provider respectively; their respective employees; and any other person providing services hereunder on behalf of provider or such contracted provider, as applicable, against any claim(s) of personal injuries or death alleged or caused by their performance under this agreement. Such insurance shall include, but not limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier, and in a minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Provider and contract provider will provide BCIHS with a least fifteen (15) days' notice of such cancellation, non-renewal, laps or adverse material modification of such coverage. Upon BCIHS request Provider and Contract provider will furnish BCIHS with evidence of such insurance.

ARTICLE V – DISPUTE RESOLUTION

- 5.1. Informal Dispute Resolution. Except as provided below or superseded by applicable Regulatory Requirements, and dispute between the parties with respect to or involving the performance under, termination of, or interoperation of this Agreement, or any other claim or cause of action, whether sounding in tort, contract or under statute (a"Dispute") shall first be addressed by exhausting the applicable procedures in the contract pertaining to claims payments, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the matter is not resolved to each of the parties satisfaction, or if there are no applicable procedures in the provider manual, then the parties agree that they shall engage in a period of good faith negotiation between designated representative of the parties who have authority to settle the dispute, which negotiations may initiated by either party upon written request to the other provider such request takes place within one year of the date on which the requested party first had, or reasonably should have had knowledge of the event(s) giving rise to the Dispute. If the matter has not been resolved within sixty (60) days of such request, either, party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 5.2 below by providing written notice to the other party.
- 5.2. **Arbitration** Either party wishing to pursue the dispute as provided in section 5.1 shall submit it to binding arbitration conducted in accordance with Commercial Arbitration Rules of the American Arbitration Association ("AAA") In no event may any arbitration be initiated more than one (1) year following, as applicable the end of the sixty (60) day negotiation period set forth in section 5.1 or the date of notice of termination Arbitration proceeding shall be conducted by an arbitrator chosen from the National Healthcare panel at a mutually agreed upon location within the state. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this agreements, and shall be bound by controlling law. The Parties and the Contractor providers, on behalf of themselves and those that may now or hereafter represent agrees to and hereby waive any right to pursue, on a class basis, any Dispute. Each party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA'S Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all cost of any proof produced at the direct request of the arbitrator shall be borne equally by the parties, and the arbitrator shall not have the authority to order otherwise. The existence of a dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall Bara party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Nothing contained in this Article V shall limit a party's right to terminate this Agreement with or without cause in accordance with section 6.2.

ARTICLE VI - TERM AND TERMINATION

- 6.1. Term This Agreement is effective as of the effective date designated by BCIHS on the signature page of this agreement ("Effective Date") and will remain in effect for an initial term of one (1) year(s), after which it will automatically renew for terms of one (1) year each, unless this Agreement is sooner terminated as provided in this agreement or either party gives the other party written notice of non-renewal of this Agreement not less than ninety (90) days prior to the renewal date of this Agreement. In addition, either party may elect to not renew a Contracted Provider's participation as a participating Provider in a particular product, effective as of the renewal date of this Agreement, by giving the other written notice of such non-renewal not less than ninety (90) days prior to the renewal date of this Agreement; in such event, provider shall immediately notify the affected Contracted Provider of such non-renewal.
- **6.2.** <u>Termination</u> This Agreement, or the participation of provider or a Contract Provider as a Participating Provider in one or more products, may be terminated or suspended as set forth below.
 - **6.2.1 Upon Notice.** This Agreement may be terminated by either party giving the other party at least ninety (90) days prior written notice of such termination. The participation of any Contract Provider as a participating provider in a product may terminated by either party giving the other party at least ninety (90) days prior written notice of such termination; in such event, provider shall immediately notify the affected Contracted provider of such termination.
 - 6.2.2 With Cause. This Agreement, or the participation of any contracted provider as a participating Provider in one or more product under this Agreement, may be terminated by either party giving at least sixty (60) days prior written notice of termination to the other party if such other party (or the applicable contracted provider) is in breach of any material term or condition of this Agreement and such other party (or the contracted provider) fails to cure the breach within the thirty (30) day period immediately following the giving of written notice of such breach. Any notice given pursuant to section 6.6.6 must describe the specific breach. In the case of a termination of a contracted provider, provider shall immediately notify the affected Contracted Provider of such termination.
 - **6.2.3** <u>Suspension of Participation.</u> Unless expressly prohibited by applicable Regulatory Requirements, BCIHS has the right to immediately suspend or terminate the participation of a contracted provider in any or all Products by giving written notice thereof to provider when
 - **1.** Based upon available information, the continued participation of the contracted provider appears to constitute an immediate treat or risk to health, safety or welfare of covered persons.
 - 2. The contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirement is reasonably suspected.

- 3. Provider or Contracted Provider have a Negative Balance with BCIHS under this Agreement greater the one thousand dollars (\$1000) that has been outstanding greater than one hundred eighty (180) days. Provider shall immediately notify the contracted provider of such suspension. During such suspension, the contracted providers shall as directed by BCIHS, discontinue the provision of all or a particular covered service to covered persons. During the term of any suspension, the contracted provider shall notify covered persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until the contracted provider's participation is reinstated or terminated.
- **6.2.4** <u>Insolvency.</u> This Agreement may be terminated immediately by a party giving written notice thereof to the other party is insolvent or has bankruptcy proceedings initiated against it.
- **6.2.5** <u>Credentialing.</u> The status of a contracted provider as a Participating Provider in one or more products may be terminated immediately by BCIHS giving written notice thereof to Provider if the Contracted fails to adhere to BCIHS credentialing criteria, including, but not limited to, if the contracted provider
 - 1. Loses, relinquishes, or has materially affected it license to provide covered services in the state.
 - 2. Fails to comply with the requirement set forth in this Agreements.
 - 3. Is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program. Provider shall immediately notify the affected provider of such termination.

- **6.3. Effect of Termination.** After the effective date of termination of this Agreement this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, Provider shall.
 - 1. Continue to provide covered services to covered persons in the applicable product(s) during the longer of the sixty (60) day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by BCIHS, provider shall continue to provide covered services to covered persons until such covered person are assigned to another provider in the applicable product(s).
 - 2. Continue to comply with and abide by all of the applicable terms and conditions of this Agreement. Including, but not limited to, Section 2.4 (Hold Harmless) hereof, in connection with the provision of such covered services during such continuation period. During such continuation period, provider will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

ARTICILE VII – MISCELLANEOUS

- **7.1.** Relationship of parties. The relationship among the parties is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship.
- **7.2.** <u>Conflicts Between Certain Documents.</u> If there is any conflict between this Agreement and the provider, this Agreement will control.
- **7.3.** Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated or transferred by Provider without BCIHS prior written consent.
- **7.4.** Headings. The Heading of the sections of this Agreements are inserted Merely for the purpose of convenience and do not limit, define, or extend the specific term of the section so designated.
- **7.5.** Governing Law. The interpretation of this Agreement and the right and obligations of the parties hereto will be governed by and construed in accordance with applicable federal and state laws.
- **7.6.** Third Party Beneficiary. This Agreements is entered into by the parties signing it for their benefit and the benefit of each company. Except as specifically provided in section 2.4 hereof, no covered person or third party, other than BCIHS, will be considered a third party beneficiary of this agreement.
- **7.7. Amendment.** Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the parties.
 - **7.7.1.** BCHIS may amend this Agreement by giving Provider written notice of the amendment to the extent such amendment is deemed necessary or appropriate by BCIHS to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by Provider upon the giving of such notice.
 - **7.7.2.** BCIHS may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. Unless Provider notifies BCIHS in writing of its objection to such amendment to the base agreement or any of its attachments during the thirty (30) day period following the giving of such notice by BCIHS, Provider shall be deemed to have accepted the amendment.
- **7.8.** Entire Agreement. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between the BCIHS and provider relating to a subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.
- **7.9.** Severability. The invalidity or unenforceability of any terms or provision hereof will in no way affect the validity or enforceability of any other terms or provisions.

- **7.10.** Waiver. The waiver by either party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.
- **7.11.** Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United State mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as Follows:

To BCIHS at:	To Provider at:
Attn: Director	Attn: Martha
Brooks County Indigent	Jose M. Lozano
P.O. Box 396	107 E. Adams
Falfurrias, Texas 78355	Falfurrias, Texas 78355

Or to such other address as such party may designate in writing.

- **7.12.** Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from act of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party's employees, or any other similar cause beyond the reasonable control of such party.
- 7.13. Proprietary Information. Neither party shall disclose to a third party the substance of this Agreement, or any information of a confidential nature acquired from other party during the course of this Agreement, except to agents of such party as necessary for such part's performance under this Agreement, or as required by a Payor contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to a company's programs, programs, policies, protocols and procedures is proprietary information and provider shall not disclose such information to any person or entity without BCIHS express written consent.
- 7.14. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind all contracted providers to the terms of the Agreement with BCIHS.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

Brooks County Indigent Health	Provider		
Signature: Inelda Carrera	Signature: Low Colours Cust		
Print Name: Inelda Barrera	Print Name: <u>lose Lozano</u> W.2		
Title: Looks Charge	Title: Owner		
Movember 9 2016	Date: 8/29/16		



PLAN SPONSOR AGREEMENT

between

BROOKS COUNTY INDIGENT HEB GROCERY COMPANY

and

MEDIMPACT HEALTHCARE SYSTEMS, INC.

MedImpact Healthcare Systems, Inc. 10180 Scripps Gateway Court San Diego, CA 92103 (858) 566-2727

MedImpact Healthcare Systems, Inc. HEB Plan Sponsor Agreement (Brooks County Indigent Health)—9-22-16

Proprietary and Confidential

The contents of this document are confidential and proprietary to HEB and MedImpact and may not be reproduced, transmitted, published, or disclosed to others without prior written authorization from the parties.

PLAN SPONSOR AGREEMENT

THIS PLAN SPONSOR AGREEMENT, hereinafter referred to as the "AGREEMENT," effective on the 1st day of November, 2016 (the "Effective Date"), between MEDIMPACT HEALTHCARE SYSTEMS, INC. , a California corporation located at 10180 Scripps Gateway Court, San Diego, CA 92103, hereinafter referred to as "MedImpact," and Brooks County Indigent Health, hereinafter referred to as "Plan Sponsor," located 408 W. Travis, Falfurrias, TX 78355 and H-E-B Grocery Company ("HEB"), located at 646 South Main Avenue, San Antonio, TX 78204.

WHEREAS, Plan Sponsor desires to offer a pharmacy prescription drug benefit plan through the services of HEB, providing for the dispensing of prescription drugs and other covered products to Eligible Members, and

WHEREAS, Eligible Members may obtain Covered Services principally through Participating Pharmacies at negotiated prescription drug rates, and receive other administrative and prescription drug provider services related thereto through MedImpact, and

WHEREAS, MedImpact has contracted with H-E-B Grocery Company ("HEB") to provide prescription services to Eligible Members, and

WHEREAS, Plan Sponsor desires hereby to engage MedImpact to perform services relating to prescription claim processing, eligibility verification, pricing, and reporting covered by the Service Agreement between MedImpact and H-E-B Grocery Company (HEB), and

WHEREAS, MedImpact is qualified to perform the matters referred to hereunder and is willing to do so upon and subject to the terms and conditions hereof:

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Plan Sponsor and MedImpact hereby agree as follows:

ARTICLE I DUTIES TO BE PERFORMED BY PLAN SPONSOR

1.1 Provision of Eligibility Benefit Plan Information. Plan Sponsor shall be obligated to pay MedImpact for Claims accepted by MedImpact that are (i) submitted by or on behalf of persons listed as eligible on any Eligible Members List, or (ii) consistent with the Benefit Plan Information provided by HEB. Retroactive modification of the Eligible Members List or Benefit Plan Information will not relieve Plan Sponsor of liability for those Claims processed prior to such modification. At Plan Sponsor's request, MedImpact may re-process such Claims to assist Plan Sponsor in maintaining Claims data that reflects Plan Sponsor's changes. Any such re-processing shall be subject to the Claims Processing Fee shown in Attachment A and shall not entitle Plan Sponsor to a refund of any fees or amounts already paid to MedImpact or Participating Pharmacies. Plan Sponsor shall indemnify MedImpact from any costs, losses or damages arising from inaccuracies in the Eligible Members List and Benefit Plan Information as provided to

MedImpact Healthcare Systems, Inc.

HEB Plan Sponsor Agreement (Brooks County Indigent Health)-9-22-16

Proprietary and Confidential

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Medimpact

MedImpact by HEB and Plan Sponsor bears the entire risk of all fraudulent Claims submitted by Eligible Members or by unauthorized persons using an Eligible Member's ID Card or identification number.

- Acceptance Agreement. Plan Sponsor will review all deliverables provided by MedImpact to HEB and delivered to Plan Sponsor by HEB in connection with standard reports, services requests, benefit changes requests, pharmacy operations change requests, acceptance tests, implementation questionnaires, statement of work, etc. and shall notify MedImpact in writing of any errors or objections Plan Sponsor is able to identify within sixty (60) days of receipt by Plan Sponsor. If Plan Sponsor fails to notify MedImpact of the results of its review in writing within the designated sixty (60) day review period, MedImpact shall be entitled to rely on the information contained therein and thereafter MedImpact shall have no liability related to the content therein. If Plan Sponsor provides timely notification within the sixty (60) day period of any errors or objections, such liability is capped to that accrued during the initial sixty (60) day period.
- 1.3 <u>Eligible Member Authorizations.</u> Plan Sponsor will obtain all Eligible Member authorizations required by Law for MedImpact to perform any of the services provided for in this Agreement or in any amendment or addendum hereto, as well as for MedImpact to contact Eligible Members, their physicians and Participating Pharmacies in order to perform any of the activities contemplated by this Agreement.
- Implementation Ouestionnaire. MedImpact may complete an Implementation 1.4 Ouestionnaire form with HEB for Plan Sponsor. The following information shall be provided to MedImpact by HEB on Plan Sponsor's behalf: benefit structure, system requirements, operational requirements, services selected, and other information related to Plan Sponsor and its Benefit Plan. HEB shall rely on the information provided to HEB by Plan Sponsor to complete the Implementation Questionnaire. Failure of HEB to confirm the accuracy of the Implementation Questionnaire ten (10) business days prior to the scheduled Implementation Date may result in postponement of the scheduled Implementation Date. Should MedImpact and HEB agree to meet the original Implementation date despite such failure by HEB, MedImpact shall be entitled to rely on the information in the Implementation Questionnaire and HEB or Plan Sponsor shall be responsible for any errors or inaccuracies in the Implementation Questionnaire. In-the event there is a conflict between the Implementation Questionnaire and the Benefit Plan Information, the Benefit Plan Information shall control.

ARTICLE II PAYMENT DUE MEDIMPACT

2.1 <u>Claims Statements.</u> MedImpact shall provide Plan Sponsor with a statement for the amount due for Claims ("Statement") on a bi-weekly cycle; provided, however, that MedImpact may change its Statement cycle upon thirty (30) days prior written notice to Plan Sponsor but under no circumstances shall the cycle become more frequent than bi-weekly. Except as otherwise set forth in this Plan Sponsor Agreement, Plan Sponsor

Medimpact Healthcare Systems, Inc. HEB Plan Sponsor Agreement (Brooks County Indigent Health)—9-22-16

Proprietary and Confidential

The contents of this document are confidential and proprietary to HEB and MedImpact and may not be reproduced, transmitted, published, or disclosed to others without prior written authorization from the

Medinpact

shall have sole financial responsibility for the payment of Claims.

Upon receipt of each Statement from MedImpact for Claims, Plan Sponsor shall pay MedImpact within thirty (30) days. In the event any Law requires payment of Claims (whether paper or electronic) in less than thirty (30) days, then MedImpact may, in its sole discretion, require a deposit from Plan Sponsor reasonably sufficient to cover such payment. MedImpact shall make commercially reasonable efforts to notify Plan Sponsor in advance of changes to any payment turn around times. If Plan Sponsor questions the amount of the Statement, Plan Sponsor may notify MedImpact of the questions regarding said amount but shall still be obligated to pay the full amount of the Statement, provided that said amount is commercially reasonable, within thirty (30) days of receipt of the Statement. If MedImpact receives such a notice, it shall make a commercially reasonable effort to resolve such questions within five (5) business days.

MedImpact is not required to render payments to Participating Pharmacies or Eligible Members for Claims unless and until MedImpact has received payment for the Claims from Plan Sponsor. In the event MedImpact renders Claims payments to Participating Pharmacies and/or Eligible Members prior to receipt of Claims payment from Plan Sponsor, such payments shall not constitute a waiver of any of MedImpact's remedies with respect to non-payment and shall not establish a course of dealing between MedImpact and Plan Sponsor.

- 2.2 Fee Invoices. At the conclusion of each Statement cycle, MedImpact will invoice Plan Sponsors for all fees and charges due MedImpact ("Invoice"). Plan Sponsor shall pay such Invoices within thirty (30) days of receipt. Annual fees, as applicable, will be charged on the initial Invoice and monthly fees will be charged the month following the month in which the service is provided.
- 2.3 <u>Late Payments</u>. Should Plan Sponsor fail to pay any amount due under this Agreement within the agreed upon time frame, Plan Sponsor shall be subject to interest charged on all undisputed commercially reasonable amounts due at an amount equal to one and one-half percent (1.5%) per month, to accrue on a daily basis on any unpaid balances. In addition, Plan Sponsor shall be responsible for all costs of collection and agrees to reimburse MedImpact for such costs and expenses, including reasonable attorneys' fees.
- Suspension of Services. If forty-eight (48) hours have elapsed from the time any amount described in this Article 2 was due MedImpact, and payment (including any accrued interest) has not been paid to MedImpact, then MedImpact shall give notice to Plan Sponsor of MedImpact's intent to suspend its services and system operations. If forty-eight (48) hours after receiving such a notice of MedImpact's intent to suspend Plan Sponsor, Plan Sponsor does not remit to MedImpact said amount plus interest, MedImpact and HEB may, at their discretion, suspend services to the Plan Sponsor. At any time thereafter, if Plan Sponsor fails to make timely payment MedImpact may terminate Plan Sponsor's participation and access to services as provided herein under this Plan Sponsor Agreement. If Plan Sponsor makes only partial payment of the full amount including interest, MedImpact may still suspend its services to the Plan Sponsor as provided herein.

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- 2.5 <u>Deposit</u>. In the event Plan Sponsor fails to wire full payment for all Statement amounts its receipt of MedImpact's Statement for four (4) consecutive bi-weekly periods, MedImpact shall have the option, in its sole discretion, to require Plan Sponsor to provide MedImpact a deposit in an amount equal to twice the average Statement amount over the previous six (6) months, or, if there is a less than six (6) months billing history, then such deposit shall be twice the average Statement amount over the actual billing history. MedImpact may also require a deposit as set forth in Section 2.1 of this Agreement. MedImpact shall retain any deposit provided hereunder until the termination of this Agreement at which time such deposit shall be returned, without interest, less any offsets for payment defaults and collection costs (in accordance with Section 2.6 below).
- 2.6 Offsets. In the event of any uncured payment default, Plan Sponsor hereby authorizes MedImpact to offset the amount of such payment defaults and reasonable collection costs against any Plan Sponsor related amounts otherwise payable to Plan Sponsor (including, without limitation, any rebate amounts) or Plan Sponsor's deposit (as described in Section 2.5 above), if any. MedImpact shall notify HEB and Plan Sponsor in writing of any offset. Such notification shall detail amounts being offset as well as MedImpact's reason for activating its right to offset.
- 2.7 <u>Sales and Use Taxes</u>. If any taxes, income taxes excluded, assessments and/or similar fees ("Tax(es)") are imposed on MedImpact or a Participating Pharmacy by a governmental authority based upon the provision of Covered Benefits to Eligible Members hereunder, Plan Sponsor shall be responsible for payment of such Taxes. Participating Pharmacy will transmit the applicable Tax amount imposed upon such Participating Pharmacy through the online claim system. Plan Sponsor shall be responsible for determination and payment of any Tax or other assessment that may apply in any State in which Plan Sponsor does business or in which Plan Sponsor provides Covered Benefits to Eligible Members. In the event any Tax is imposed upon MedImpact relating to the provision of Covered Benefits to Eligible Members hereunder, MedImpact will notify HEB and Plan Sponsor of the applicable Tax amount and the applicable Plan Sponsor shall reimburse MedImpact such amount. In no event shall MedImpact or HEB be liable for any such taxes, assessments, or similar fees or the calculation thereof.
- Right to Audit Claims and Business Records. During the Term of this Agreement and for one (1) year thereafter, Plan Sponsor and/or representatives of a regulatory or accreditation agency may inspect and audit, once annually, MedImpact's business records that relate to including, but not limited to the billings made to Plan Sponsor for Claims. During the Term of this Agreement and for one (1) year thereafter MedImpact may inspect and audit, or cause to be inspected and audited, once annually, the books and records of Plan Sponsor directly relating to this Agreement, including, without limitation, the existence and number of Eligible Members. Plan Sponsor and MedImpact shall fully cooperate with each other, with independent accountants hired by either party, and with representatives of any regulatory or accreditation agency, to conduct any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following ninety (90) days written notice, without undue

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interference to the audited party's business activity, and in accordance with reasonable audit practices. An audit of MedImpact's records shall be conducted at MedImpact's headquarters and shall be limited to transactions over the twelve (12) month period preceding such audit. An audit of Plan Sponsors' records shall be conducted at Plan Sponsor's headquarters and shall be limited to transactions over the twelve (12) month period preceding such audit. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice, and such resolution shall be final, binding, and conclusive upon the parties. Upon a final and conclusive determination of a discrepancy revealed by an audit procedure under this Agreement, the party that owes money shall pay such sums to an escrow account within thirty (30) days of the delivery of the conclusive audit findings; provided that such audit findings are delivered no later than fifteen (15) months after the termination of this Agreement for any reason.

ARTICLE III INDEMNIFICATION

- 3.1 <u>Indemnity by Plan Sponsor</u>. To the extent permitted by law, Plan Sponsor shall indemnify and hold MedImpact, and its officers, directors, shareholders, employees, successors, agents and assigns ("MedImpact Indemnitees"), harmless from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by MedImpact Indemnitees arising out of or as a result of any acts or omissions of Plan Sponsor, or its officers, directors, employees or other agents in connection with the performance of any of their respective obligations under this Agreement.
- Indemnity by MedImpact. To the extent permitted by law, MedImpact shall indemnify and hold Plan Sponsor, and its officers, directors, shareholders, employees, successors, agents and assigns ("Plan Sponsor Indemnitees"), harmless from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by Plan Sponsor Indemnitees arising out of or as a result of any acts or omissions of MedImpact, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.
- Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY AFFILIATE OF EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO-PERFORMANCE UNDER THIS AGREEMENT OR BREACH HEREOF, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. MEDIMPACT'S LIABILITY TO PLAN SPONSOR, ELIGIBLE MEMBERS, OR ANY AFFILIATE OF SUCH PARTY UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL CLAIMS PROCESSING FEES

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PAID TO MEDIMPACT BY PLAN SPONSOR (OR IN THE EVENT OF A CLAIM FROM AN ELIGIBLE MEMBER, BY SUCH PLAN SPONSOR THROUGH WHICH THE ELIGIBLE MEMBER PARTICIPATED IN COVERED BENEFITS.

Neither MedImpact nor any affiliate of MedImpact will be liable for any claim asserted by Plan Sponsor more than sixty (60) days after Plan Sponsor is or commercial reasonably should have been aware of such claim. Further, in no event will MedImpact or any affiliate of MedImpact be liable for any claim asserted by Plan Sponsor more than twelve (12) months after the event giving rise to the claim.

Participating Pharmacies are independent contractors and not subcontractors or agents of MedImpact, and MedImpact does not exercise any control over the professional judgment of any pharmacist dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. As a result, MedImpact shall have no liability to Plan Sponsor, or any Eligible Member for a claim resulting from any act or omission of any Participating Pharmacy or its agents or employees, unless such action was undertaken at MedImpact's direction or suggestion.

ARTICLE IV TERM AND TERMINATION

- Term. This Agreement shall become effective on the Effective Date and shall be for a 4.1 term of three (3) years and thereafter shall continue in effect for additional one (1) year periods unless terminated on its three-year anniversary date by either party by notice in accordance with Section 8.1, received at least ninety (90) days prior to such date. Collectively the original term and any renewal terms will be referred to as the "Term".
- Termination. This Plan Sponsor Agreement automatically terminates if the Service 4.2 Agreement is terminated by either party for any reason.
- Notwithstanding any other provision in this Termination Due to Non-Payment. 4.3 Agreement, in the event Plan Sponsor fails to timely wire MedImpact the full amount due for the bi-weekly Statement and Invoice (and any interest accrued thereon) as set forth in this Agreement, MedImpact shall give Plan Sponsor written notice of past due payment and if Plan Sponsor does not make payment in full within thirty (30) days, MedImpact may terminate the Plan Sponsor Agreement on any date thereafter, effective on the date notice of such termination is received by Plan Sponsor.
- Termination Due to Impairment. Notwithstanding the foregoing, this Plan Sponsor 4.4 Agreement may be terminated upon notice by one party to the other (i) if any court or governmental or regulatory agency issues the other party (a) an order or finding of impairment or insolvency, or (b) an order to cease and desist from doing business; (ii) if Plan Sponsor makes an assignment for the benefit of creditors, has a voluntary or involuntary petition filed under Title 11 of the United States Code (or any similar statute now or hereafter in effect), or has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iii) if either party has a

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proceeding commenced against it which substantially impairs its performance hereunder.

4.5 Effect of Termination. No termination under this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of such termination; (ii) all Confidential Information provided by a party shall, except for Confidential Information required by Law to be retained, be immediately returned by the Receiving Party, or the Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; (iii) should MedImpact have a deposit from Plan Sponsor, such deposit shall be reduced by any offsets for payment defaults and collection costs as permitted by this Agreement before being returned; and (iv) the parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in Sections 1.1, 1.2, 2.3, 2.6, Article 3, 4.5, Article 5 and Article 6 of this Plan Sponsor Agreement and any other provision which by its nature survives termination.

ARTICLE V CONFIDENTIALITY

- Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the "Disclosing Party") by or to the other (the "Receiving Party"). Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, computer programs, files and documentation, similar items or research projects, and any information derived therefrom; matters of a business nature, such as the terms of this Agreement (including, without limitation, any pricing terms and Pharmaceutical Manufacturer contract terms), marketing, sales, strategies, proposals, and lists of actual or potential Eligible Members, Participating Pharmacies and Pharmaceutical Manufacturers as well as any other information that is designated by either party as confidential.
- Treatment of Confidential Information. The Receiving Party agrees to hold the 5.2 Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, marking such information as confidential and proprietary and using all precautions Receiving Party employs with respect to its own Confidential Information). Receiving Party further agrees not to disclose any Confidential Information to any third party, not to use, analyze, transcribe, transmit, decompile, disassemble or reverse engineer any Confidential Information unless required in the performance of the Receiving Party's duties under this Agreement, not to use any Confidential Information for its own or any third party's benefit unless authorized by this Agreement or by the Disclosing Party in writing, and not to alter or remove any legend, marking or notice provided by the Disclosing Party on its Confidential Information regarding the confidential and proprietary nature of such information. The confidentiality obligations of this Section 5.2 shall not apply to information which, as evidenced in writing:
 - a. is or becomes publicly known by Receiving Party through no breach of this Agreement;

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- b. is learned by the Receiving Party from a third party entitled to disclose it; or
- c. is rightfully obtained by the Receiving Party prior to this Agreement;

The confidential obligations contained in this Section 5.2 shall expire one (1) year after the termination of this Agreement for any reason. Receiving Party may make disclosures required by Law or court order provided Receiving Party has given the Disclosing Party immediate written notice of the request so that the Disclosing Party can object or otherwise intervene and provided that the Receiving Party uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order. Notwithstanding the foregoing, any disclosure of Pharmaceutical Manufacturer contract terms and data permitted hereunder must be subject to a protective order.

- No Transfer Or Right Or Title. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting the Receiving Party, either expressly, by implication, or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. None of the information that may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by a party to the other with respect to the infringement of patents, copyrights, trademarks, trade secrets, or any other rights of third persons.
- Remedies. Each party agrees that any disclosure or use of Confidential Information in violation of this Article 5 would cause immediate and irreparable injury or loss that may not be adequately compensated by monetary damages. Therefore each party shall be entitled to injunctive relief and specific performance in addition to all other remedies available at Law or in equity for any breach or threatened breach of this Article 5.

ARTICLE VI EXCLUSIVITY

Exclusivity. Plan Sponsor hereby appoints MedImpact as its exclusive agent for the 6.1 purpose of negotiating and arranging for rebates on the purchase of Covered Benefits from Pharmaceutical Manufacturers. Plan Sponsor represent and warrant that it does not have any existing direct rebate and/or chargeback agreements, General Purchasing Organizations ("GPO") arrangements or any other discount that would make Plan Sponsor ineligible for commercial rebate qualification with any Pharmaceutical Manufacturer and also agrees that during the Term of this Agreement Plan Sponsor will not negotiate or arrange for rebates on the purchase of Covered Benefits from any Pharmaceutical Manufacturer. In the event of a breach of this Section by Plan Sponsor, MedImpact may immediately terminate this Agreement or Plan Sponsor's participation in the MedDividend® Program and may retain 100% of any and all rebates that have not been remitted to Plan Sponsor as of the date of such termination. In addition, the parties agree that in the event of a breach of this Section by Plan Sponsor, because of the difficulty of ascertaining the amount of damages in the event of such a breach, MedImpact shall be entitled to recover, at its option, as liquidated damages and not as a

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penalty, its unrealized revenue under this Section. For purposes of this Section, unrealized revenue shall be equal to a rebate share equal to the average quarterly rebate share payable to MedImpact prior to termination multiplied by the number of quarters left under the then current Term of the Agreement. Such amount shall become immediately due and payable upon notice from MedImpact. The parties further agree that the existence of this remedy will not preclude MedImpact from seeking or receiving injunctive relief.

ARTICLE VII REBATE ADMINISTRATION

- 7.1 MedDividend® Program. MedImpact contracts with certain Pharmaceutical Manufacturers for rebates. Under the MedDividend® Program, Plan Sponsor shall be eligible to receive rebates from certain Pharmaceutical Manufacturers for prescription drugs dispensed to Eligible Members who are covered by a Benefit Plan that meets the following criteria:
 - the Benefit Plan develops, publishes, presents and distributes a drug Formulary or other drug product selection guide consistent with MedImpact's recommended drug Formulary and preferred product list, including all subsequent revisions; and
 - the Benefit Plan provides feedback to all Plan Sponsor providers to ensure compliance with the Plan Sponsor drug Formulary and Formulary revisions and updates via established communication mechanisms (e.g., retrospective drug utilization review/evaluation programs, provider newsletters, contract compliance programs); and.
 - the Plan Sponsor and Benefit Plan meet any other eligibility inclusion criteria of the respective Pharmaceutical Manufacturers for plan applicable agreements.

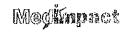
If Plan Sponsor utilizes a custom formulary, each calendar quarter, Plan Sponsor shall provide MedImpact with both a print and electronic copy of a comprehensive print Formulary, applicable to that quarter to be eligible for rebates, in a format mutually agreeable via web link or other agreed upon access. Plan Sponsor acknowledge that whether and to what extent Pharmaceutical Manufacturers are willing to provide rebates to Plan Sponsor will depend upon the Benefit Plan adopted by Plan Sponsor, as well as MedImpact receiving sufficient information regarding each Claim that is submitted to Pharmaceutical Manufacturers for rebates.

As long as Plan Sponsor continue to participate, and remains eligible to participate in the MedDividend® Program, MedImpact shall, on behalf of Plan Sponsor, receive the rebates paid by Pharmaceutical Manufacturers for eligible Claims under this Agreement, and shall issue a check to Plan Sponsor on a monthly basis for all such rebates received, reconciled and verified by MedImpact during the preceding month, if any, net of the fees set forth in Exhibit A, owed to MedImpact in consideration of its rebate administration services. Plan Sponsor acknowledge and agree that it shall not have a right to interest on, or the time value of, any rebate payments received by MedImpact or monies under this Agreement and that rebate payments will not be issued to Plan Sponsor unless this

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Agreement has been executed by the parties. In addition to any deposit required under Section 2.5 of the Agreement, if any, MedImpact may delay remittance of rebates to Plan Sponsor to allow for final adjustments upon termination of this Agreement.

- Rebate Disclosure: Liability. Plan Sponsor agree that it will fully comply with any disclosure requirements under applicable Law, including but not limited to the Employee Retirement Income Security Act, as amended, 29 U.S.C. 1001 et seq. ("ERISA"). Accordingly, Plan Sponsor shall disclose to its Eligible Members any and all information relating to the MedDividend Program including commissions, rebates, and discounts required to be disclosed. In providing services under this Agreement, MedImpact is not acting as a fiduciary (as defined in Section 3.21(a) of ERISA) of Plan Sponsor's prescription drug program and Plan Sponsor shall not name MedImpact as a plan fiduciary. Plan Sponsor waives, releases, and forever discharges MedImpact from any claims, demands, losses, attorneys' fees, costs, expenses, or liabilities of any nature, whether known or unknown, arising from (i) a Pharmaceutical Manufacturer's failure to pay any rebate; (ii) a Pharmaceutical Manufacturer's breach of an agreement related to this Agreement; (iii) any rebate amounts MedImpact does not bill a Pharmaceutical Manufacturer; or (iv) a Pharmaceutical Manufacturer's negligence or misconduct.
- Exclusivity. Plan Sponsor hereby appoints MedImpact as its exclusive agent for the 7.3 purpose of negotiating and arranging for rebates on the purchase of Covered Benefits from Pharmaceutical Manufacturers. Plan Sponsor represent and warrant that it does not have any existing direct rebate and/or chargeback agreements, General Purchasing Organizations ("GPO") arrangements or any other discount that would make Plan Sponsor ineligible for commercial rebate qualification with any Pharmaceutical Manufacturer and also agrees that during the Term of this Agreement Plan Sponsor will not negotiate or arrange for rebates on the purchase of Covered Benefits from any Pharmaceutical Manufacturer. In the event of a breach of this Section by Plan Sponsor, MedImpact may immediately terminate this Agreement or Plan Sponsor's participation in the MedDividend® Program and may retain 100% of any and all rebates that have not been remitted to Plan Sponsor as of the date of such termination. In addition, the parties agree that in the event of a breach of this Section by Plan Sponsor, because of the difficulty of ascertaining the amount of damages in the event of such a breach, MedImpact shall be entitled to recover, at its option, as liquidated damages and not as a penalty, its unrealized revenue under this Section, For purposes of this Section, unrealized revenue shall be equal to a rebate share equal to the average quarterly rebate share payable to MedImpact prior to termination multiplied by the number of quarters left under the then current Term of the Agreement. Such amount shall become immediately due and payable upon notice from MedImpact. The parties further agree that the existence of this remedy will not preclude MedImpact from seeking or receiving injunctive relief.
- 7.4 Reporting. As part of the reporting package, MedImpact shall provide regular reports to Plan Sponsor that fully disclose all monies billed and recovered through MedImpact's rebate administration services on behalf of Plan Sponsor. Billing reports shall be provided quarterly and include a summary of total dollars billed, categorized by Pharmaceutical Manufacturer and National Drug Code number. Upon request from Plan

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Sponsor and subject to the fees shown in Exhibit B, MedImpact may provide reports which include specific facilities, regions or groups. Plan Sponsor, at its sole expense, may audit records directly related to rebates billed and recovered by MedImpact under this Agreement once in each twelve-month period (following thirty (30) days written notice to MedImpact). Such audits shall be of a reasonable sample and shall be limited to validating the accuracy of the rebate amounts reported and distributed to Plan Sponsor by MedImpact. Plan Sponsor shall select a mutually agreed upon independent accounting firm agreeable to both parties to conduct such audit, and that such firm will sign a confidentiality agreement with MedImpact ensuring that all details and terms of all manufacturer rebate contracts with MedImpact (except the total aggregate amount due to Plan Sponsor), as well as all work papers and other confidential information, will be treated as confidential to MedImpact and will not be revealed in any manner or form by or to any person or entity, including Plan Sponsor. Notwithstanding, the parties acknowledge that the results of such audits shall be disclosed to Plan Sponsor. Such audit shall be limited to transactions during the twelve (12) months period preceding the audit and shall be conducted at MedImpact's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures. The audit rights described in this Section shall not include any right to copy, notate or otherwise capture the terms of any Pharmaceutical Manufacturer rebate contract in any medium, whether written, recorded or via computer.

- Non-Eligible Rebate Data. Drug utilization which has been submitted to Pharmaceutical 7.5 Manufacturers by any entity other than MedImpact including, but not limited to: (i) Medicaid; (ii) Medicare; (iii) other state or federal health care program which receives rebates, discounts, chargebacks directly from Pharmaceutical Manufacturers; or (iv) other forms of price reduction directly from Pharmaceutical Manufacturers, GPO or other upfront discounts, shall not be eligible to participate in the MedDividend® Program. Plan Sponsor shall clearly identify to MedImpact those Eligible Members whose drug utilization are known to Plan Sponsor to have been otherwise submitted to Pharmaceutical Manufacturers or whose Claims have been or will be filed for reimbursement with Medicaid, Medicare, any state or federal health care program, or any other price reduction programs, as described in subsection (iii), above. If Plan Sponsor fails to identify such members, pharmacles or Claims and any Pharmaceutical Manufacturer's audit of its rebate program reveals improperly calculated rebates involving such members or Claims, then Plan Sponsor shall be solely responsible for the reimbursement of any rebates improperly made based on such drug utilization, audit costs charged to MedImpact, and any other documented costs incurred by MedImpact as a result of Plan Sponsor's failure. Notwithstanding the foregoing, this provision shall not be construed to prohibit Plan Sponsor from participating in Medicare or Medicaid risk contracting.
- 7.6 Other Pharmaceutical Relationships. Nothing in this Agreement shall preclude MedImpact from pursuing other, independent sources of revenue from Pharmaceutical Manufacturers, and engaging in other revenue-producing relationships with Pharmaceutical Manufacturers. MedImpact may receive fees or other compensation from Pharmaceutical Manufacturers, including, without limitation, administrative fees not exceeding three percent (3%) of the aggregate cost of the pharmaceutical products MedImpact Healthcare Systems, Inc.

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dispensed to Members, and fees for property provided or services rendered to a Pharmaceutical Manufacturer. The term "rebate" as used in this Agreement does not include these fees and discounts.

ARTICLE VIII GENERAL PROVISIONS

8.1 Notice. Any notice required or permitted by the Service Agreement or this Plan Sponsor Agreement shall be sent as provided for in the Service Agreement and, if to HEB or MedImpact addressed as set forth in the Service Agreement and if to Plan Sponsor addressed as follows:

To Plan Sponsor:

Brooks County Indigent Health

Robert Saenz 408 W. Travis Falfurrias, TX 78355

- Representations and Warranties. Plan Sponsor represents, warrants and covenants that as of the execution of this Plan Sponsor Agreement (a) it is not insolvent (as that term is defined in the Bankruptcy Reform Act of 1978, as it may be amended), (b) it is able to pay all of its debts and obligations as they become due, and (c) it is aware of no facts or circumstances that could alter (a) or (b), above in the foreseeable future. These representations, warranties and covenants shall survive any termination or expiration of this Plan Sponsor Agreement.
- Compliance With Law. Each party shall be responsible for ensuring its compliance with 8.3 any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. If Plan Sponsor's Benefit Plan is subject to the provisions of the Employee Retirement Income Security Act, 29 U.S.C.§ 1001 et seq., as amended ("ERISA"), Plan Sponsor shall ensure that its activities in regard to such Benefit Plan are in compliance with ERISA, and Plan Sponsor acknowledges that it has sole authority to control and administer such Benefit Plan. Plan Sponsor further acknowledges that MedImpact is engaged as an independent contractor and not as an employee or agent of HEB or Plan Sponsor. MedImpact shall have no discretionary authority over or responsibility for administration of the Benefit Plan and because MedImpact is not an insurer, plan sponsor, third party administrator, plan contract administrator, or provider or health care services to Eligible Members, MedImpact has no responsibility for (i) funding any plan benefits, (ii) any insurance coverage relating to HEB or Plan Sponsor, the Benefit Plan or Eligible Members; or (iii) the nature or quality of professional health services rendered to Eligible Members. MedImpact may pay a commission or other remuneration to HEB and/or a broker in connection with this Plan Sponsor Agreement, and Plan Sponsor acknowledges and expressly consents to same. Information on such commission or other remuneration, if any, is set forth in the Service Agreement.

8.4 Insolvency.

a. <u>Plan Sponsor Insolvency</u>. In the event that Plan Sponsor makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is Medlmpact Healthcare Systems, Inc.

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adjudicated insolvent or bankrupt, or a receiver or trustee is appointed, MedImpact shall have the right, but not the obligation, to participate in such proceedings on its own behalf and/or on behalf of Participating Pharmacies. All fees and charges for services rendered during the pendency of any insolvency event described herein shall continue to accrue and be payable by Plan Sponsor pursuant to the terms of this Plan Sponsor Agreement.

- b. Participating Pharmacy Insolvency. In addition to a Plan Sponsor insolvency, in the event that a Participating Pharmacy makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, or a receiver or trustee is appointed, MedImpact shall have the right, but not the obligation, to participate in such proceedings on behalf of Plan Sponsor.
- c. Miscellaneous. MedImpact shall be entitled to any reasonable costs and fees (including attorneys' fees) incurred by MedImpact in any insolvency proceeding described above. All such amounts shall become immediately due and owing by Plan Sponsor upon notification from MedImpact. Notwithstanding the foregoing or any participation by MedImpact in an insolvency proceeding, Plan Sponsor shall retain all liability for payment of Claims, and MedImpact shall have no liability, whatsoever, to any pharmacy, governmental entity, or any other party to an insolvency for amounts owed to pharmacies or Eligible Members, or for MedImpact's share of rebates retained or received under the terms of this Agreement.
- 8.5 Independent Contractors. Plan Sponsor and MedImpact are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall be construed or deemed to confer upon MedImpact any responsibility for or control over the terms or validity of the Benefit Plan. MedImpact shall have no discretionary authority over or responsibility for the Benefit Plan unless otherwise provided for in MedImpact's product offerings. Further, because MedImpact is not an insurer, plan sponsor, plan contract client, or a provider of health services to Eligible Members, MedImpact shall have no responsibility for: (i) any funding of Plan Sponsor benefits; (ii) any insurance coverage relating to HEB or Plan Sponsor or any plan contract of Plan Sponsor or Eligible Members; or (iii) the nature or quality of professional health services rendered to Eligible Members.
- Miscellaneous. All capitalized terms used in this Plan Sponsor Agreement, but not defined herein shall have the meanings set forth in the Service Agreement. This Agreement supersedes any previous agreement between the parties hereto relating to the subject matter hereof. HEB and MedImpact may amend all or any portion of the Service Agreement, and Plan Sponsor hereby agrees to be bound by any such amendment.
- 8.7 <u>Government Submitted Claims</u>. Plan Sponsor understands that government agencies, including but not limited to Medicaid agencies, Veteran's Administration facilities, Indian Health Services and Bureau of Indian Affairs, and military treatment facilities (or

MedImpact Healthcare Systems, Inc.
HEB Plan Sponsor Agreement (Brooks County Indigent Health)--9-22-16

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other similar facilities), or the agencies' or facilities' third party representatives (collectively, "Government Agencies"), may submit Claims for, on behalf of, or in the name of Eligible Members. MedImpact will process and pay these Claims as set forth in this Agreement. Any amounts payable to a Government Agency will be deemed benefits under the Benefit Plan and Plan Sponsor will pay such amount in accordance with the fee schedule as detailed Attachment A of this Agreement. MedImpact may also charge Plan Sponsor any processing fees generally charged to Participating Pharmacies, but not payable by a Government Agency pursuant to applicable Law for Claims processed hereunder.

- SIGNATURES ON NEXT PAGE -

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The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

BROOKS COUNTY INDIGENT
HEALTH

Walk

BY

GREG WATANABE
PRESIDENT AND COO

11/30/16

DATE

BROOKS COUNTY INDIGENT
HEALTH

Melda Darrera
NAME

NAME

DATE

DATE

DATE

ACKNOWLEDGED AS TO HEB'S OBLIGATIONS

HER GROCERY COMPANY

[NAME] Donna Montemayor [TITLE] SR. Drector

DATE

Medimpact Healtheare Systems, inc. HEB Plan Sponsor Agreement (Brooks County Indigent Health)—9-22-16

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ATTACHMENT A ADMINISTRATIVE FEE SCHEDULE

CLAIMS PROCESSING FEE: Pass Through:

\$0,89 per submitted processed claim

The Claims Processing Fee includes the following:

- Processing and payment of all Claims
- Concurrent Drug Utilization Reviews (DUR)
- Quantity Limits
- Age & Gender Limits
- Monthly and quarterly standard reports
- Administration of a standard MAC program
- Standard benefit design and implementation services
- Eligibility management
- EOB Claims payment detail sent to Participating Pharmacies
- Biweekly Check-Run Control Totals
- Pharmacy Network Administration
- MedAccess®- four (4) user with Claims and profile access
- MedOptimize[®] four (4) users
- Administrative Overrides
- Toll free customer service help desk
- On-line messaging to pharmacy
- Standard ID Cards (2 per family)
- Member Website

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PASS THROUGH CLAIM RATES*

These Claim Rates are limited to the HEB Falfurrias store only located at: HEB #200 Falfurrias 800 S. St. Mary's Falfurrias, TX 78355

Pre AWP Retail 30:

Brand: AWP -18.5% + \$1.00

Generic: Lesser of AWP – 27%, MAC or usual and customary + \$1.00.

GER = -76%

Specialty:

The specialty rates invoiced to Plan Sponsor represent the discounts of MedImpact's specialty program. Discounts offered to Plan Sponsor through MedImpact's specialty program change from time to time.

- Average Wholesale Price ("AWP"). The term "AWP" shall mean the average wholesale price for a given pharmaceutical product as published by Medi-Span or other classification and pricing source which MedImpact may select. If MedImpact determines the need to utilize another recognized source for AWP pricing or drug attributes, or a benchmark other than AWP, MedImpact will provide Client no less than sixty (60) days prior written notice. Aside from AWP pricing, MedImpact will utilize First Databank for all other drug attributes. The applicable AWP for prescriptions dispensed shall be based on the actual NDC submitted.
- The term "MAC" shall mean the then current maximum allowable cost of certain prescription products, selected in accordance with criteria established by MedImpact, that are subject to MedImpact's MAC pricing formulas. Multi-source drugs are eligible for the MAC list if they are: (i) A-rated generics; (ii) thirty (30) days after they are readily available through more than two (2) generic vendors; and (iii) the products are not exclusive. Such criteria and pricing formulas are subject to change from time to time at MedImpact's sole discretion. Plan Sponsor agrees to accept any of MedImpact's MAC lists as amended from time to time in MedImpact's sole discretion.

CLAIMS PROCESSING

A. Direct Member Reimbursement (DMR)

\$3,25 per Claim

B. Coordination of Benefit Claims

Electronic: Included Paper: \$3.25 per

Claim

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C. Plan Sponsor Requested Claims Adjustment

\$3.25 per Claim plus Time and Materials for Service Request

D. Administrative Overrides

Included

REBATE ADMINISTRATION

2. MedDividend® Program

Plan Sponsor shall retain 100% of the rebate recovery,

- 3. IMPLEMENTATION AND CHANGE SERVICES
 - A. Standard Services

Included in Claims Processing Fee

B. Customized Services

Custom Requirements \$200.00/hour of IT time, plus time and materials to support custom or new requirements

4. Basic Quantity Limit and Age & Gender Package Include: Quantity Limits -

\$0,00 PMPM For Package (Included in claims processing fee)

- Erectile Dysfunction
- Osteoporosis
- Hormone Replacement.
- Allergy-Antihistamines
- Allergy-Nasal Corticosteroids
- Cholesterol Lowering
- Anti-Migraines
- Anti-Ulcer Agents
- Asthma/COPD
- Anti-Depressants
- Sedative/Hypnotic
- Anti-Psychotics

Age & Gender -

- Erectile Dysfunction Gender
- BPH Gender
- ADHD Age
- Acne (Retin-A) Age
- Cough and Cold Age

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5. Low Impact Clinical Includes:

\$0.20 PMPM

All items outlined in Basic

Plus Step Therapy Edits:

- Anti-Ulcer Agents
- Sedative/Hypnotic
- Cardiovascular Angiotensin Receptor

Blockers (ARBs)

- MS Agents
- TNF Inhibitors

6.	Prior Authorization - Administrative	Override
U.	THUL MUNULEARION — MUNIMINGUALIVO	CYCLICO

Included in Claims Processing Fee

7. Prior Authorization - PA Request Administration \$35.00 each

Prior Authorization - Appeals Administration 8.

Administrative Appeals

\$100.00 per appeal

First level clinical appeal

\$225,00 per appeal

Second level clinical appeals

MedImpact will pass through the cost of review for second level clinical appeals by external review organizations if required.

9. ID cards Price Per Card \$0.00 Included

Standard cards (plastic) 2 per family Standard additional cards beyond the initial 2

\$0.50 \$1.25

Custom cards (plastic)

Medimpact Healthcare Systems, Inc.

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2017 Brooks County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Brooks County Commissioners Court has agreed that in the event of loss or misuse of the funds, Brooks County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of ______, wenter_____, 2016.

Imelda Barrera, County Judge

Attest:

Elvaray B. Silvas, County Clerk

IN THE MATTER OF AMENDING THE BUDGET FOR BROOKS COUNTY FY 2015-2016

ON THIS 9 DAY OF 500., 2016, AT A COMMISSIONERS' COURT MEETING THE FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA GLORIA GARZA VINCE VARGAS CARLOS VILLARREAL JOSE A. "TONY" MARTINEZ COUNTY JUDGE

COMMISSIONER, PCT. #1 COMMISSIONER, PCT. #2

COMMISSIONER, PCT. #3

COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF COMMISSIONER Garage SECONDED BY COMMISSIONER MARKET AND DULY CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING 400.9, 2016.

GENERAL FUND

(ADJUSTMENT) BUDGET AMENDMENT(S)

DEPARTMENT	FROM	TO	INCREASE/ DECREASE	
5-012-0409-5600 BIDDING & NOTICES	\$ 5,500.00	\$ 5,493,46	- \$ 6,54	
5-012-0409-9071 MISC/SUPPLIES ACCTS PAYABLE	\$ 28,345.97	\$ 28,352.46	+ \$ 6.49	
5-012-0409-9515 CAPITAL OUTLAY/VEHICLES	\$ 7,366.64	\$ 7,366.69	+ \$.05	
NET CHANGE TO BUDGET			.00	

IMELDA BARRERA, COUNTY JUDGE

ONIA GARZA, COMM, PCT

VINCE VARGAS, COMM. PCT#2

CARLOS VILLARREAL, COMM, PCT #3

JOSE A. "TONY" MARTINEZ, COMM. PCT #4