

AGENDA ITEM # 11

August 26, 1997

\*

Consider approving contract and agreement between Williamson County and Texas Department of Health, Bureau of Vital Statistics concerning on-line access to birth files.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve contract and agreement between Williamson County and Texas Department of Health, Bureau of Vital Statistics concerning on-line access to birth files.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

< Clerk copy here >

STATE OF TEXAS

COUNTY OF TRAVIS

TDH DOCUMENT NUMBER: \_\_\_\_\_

This CONTRACT and AGREEMENT by and between the Texas Department of Health, Bureau of Vital Statistics, hereinafter referred to as PERFORMING AGENCY, and acting through its Chief, Bureau of Financial Services, and the Vital Statistics Program,  
Williamson County

hereinafter referred to as RECEIVING AGENCY, is as follows:

#### I. SCOPE OF WORK:

PERFORMING AGENCY agrees to provide on-line computer services in support of RECEIVING AGENCY from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

RECEIVING AGENCY will search PERFORMING AGENCY data bases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by PERFORMING AGENCY. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

RECEIVING AGENCY will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by the PERFORMING AGENCY. PERFORMING AGENCY will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

RECEIVING AGENCY acknowledges that records may not be located in the searching process instituted by RECEIVING AGENCY or records which are located may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the PERFORMING AGENCY to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

RECEIVING AGENCY will notify PERFORMING AGENCY in writing, at least monthly of errors or suspected errors that exist on the data base information.

RECEIVING AGENCY is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

RECEIVING AGENCY is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

LEGAL AUTHORITY TO CONTRACT:  
Chapter 12 of the Health and Safety Code.

#### II. TERM

The term of this contract will begin upon its execution by both parties and will continue in force and effect until either party gives sixty (60) days written notice of termination to the other party.

**III. COMPENSATION**

RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

A monthly itemized billing showing the number of transactions by date will be submitted to RECEIVING AGENCY by PERFORMING AGENCY and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

**IV. CONFIDENTIALITY**

RECEIVING AGENCY will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than RECEIVING AGENCY employee(s) or those who have an official need for the information and are authorized to receive such records. RECEIVING AGENCY further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

**V. SECURITY**

Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify TDH immediately should it detect a security violation by one of its employees or any other person.

**VI. TERMINATION**

This contract may be terminated either by mutual agreement of the parties or by either party upon the giving of sixty (60) days written notice to the other party. RECEIVING AGENCY agrees to pay PERFORMING AGENCY for all services completed prior to the effective date of such termination. Performing Agency may immediately suspend this agreement upon reasonable suspicion that terms of this agreement have been violated by the Receiving Agency or one of its employees. If, after investigation it is concluded that a violation of this agreement has occurred, Performing Agency may terminate this agreement without further notice.

**VII. APPLICABLE LAWS AND STANDARDS**

RECEIVING AGENCY further certifies by execution of this contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. RECEIVING AGENCY specifically asserts that it does not owe a single substantial debt or a number of outstanding debts to a federal or state agency. A false statement regarding RECEIVING AGENCY'S status will be treated as a material breach of this contract and may be grounds for termination at the option of PERFORMING AGENCY.

**VIII. SEVERABILITY**

If any provision of this contract will be construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

**IX. FUNDING**

This contract is contingent upon the availability of funding. RECEIVING AGENCY will have no right of action against the State of Texas or the PERFORMING AGENCY in the event that PERFORMING AGENCY is unable to fulfill its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to PERFORMING AGENCY or lack of sufficient funding of PERFORMING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

**X. HOLD HARMLESS**

Except to the extent that Chapter 104 of the Texas Civil Practice and Remedies Code is applicable to this contract, RECEIVING AGENCY agrees to hold PERFORMING AGENCY and/or federal government harmless and to indemnify them from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring in any way incident to, arising out of, or in connection with the performance of services by RECEIVING AGENCY under this contract to the extent allowed by law, excluding, however, occurrences arising under subparagraph IB of this contract.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES INDICATED.

RECEIVING AGENCY

PERFORMING AGENCY

Williamson County  
(Name)  
By: John C. Doerfler  
(Name)  
County Judge  
(Title)

TEXAS DEPARTMENT OF HEALTH  
By: Linda Farrow  
Linda Farrow, Chief  
Bureau of Financial Services

Date: 8-26-97

Date: 10-21-97

Recommended by:  
Clairine Brizzell  
(Name and Title) County Clerk

VID #: 35015015015000

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Name and Title)

By: Sarah P. Denton OCT 17 1997  
Office of General Counsel

TDH Document No.: 501501501A\* OEW-01

Consider approving utility easement between Lots 11 & 12, Bear Creek Ranch Unit 2.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve abandoning utility easement between Lots 11 & 12, Bear Creek Ranch Unit 2.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

< Clerk copy here >

August 8, 1997

Greg Boatright  
Williamson County Commissioner  
Precinct 2  
600 North Bell  
Cedar Park, TX 78613

Dear Commissioner Boatright:

Thank you for your guidance regarding the method of having a utility easement abandoned on my rural property located north of Liberty Hill. I now have letters from Chisolm Trail Special Utility District, Pedernales Electric Cooperative and Southwestern Bell Telephone. Original copies of these letters are enclosed.

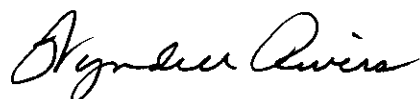
Also enclosed is a copy of the plat map, which illustrates the location of the easement between lots 11 and 12.

If my memory is correct, you indicated that I would need to appear at the Commissioner's Court on a Tuesday evening when official action will be taken on my request to abandon the easement. If this is correct, in August I will be available on the 12th and the 26th.

My daytime telephone number is 433-7102. In the evenings, I can be reached at 244-9430.

Your assistance is deeply appreciated.

Sincerely,



Wyndell C. Rivers  
1003 Abbey Road  
Round Rock, Tx 78681