

This request is for the Attorney General's Office to have access to our records. They will be able to view and copy cases that they are or will be involved in. This will save the County money and time for my office, due to the fact that we will not be making copies, which we do not get paid for in the first place. Right now they can view our records on IDocket, but they can't make copies

**AGREEMENT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TITUS COUNTY**

OAG Contract No. 17-C0137

**1. INTRODUCTION**

**1.1. Parties**

The Parties to this Contract ("Contract") are the Office of the Attorney General of Texas (hereinafter referred to as "the OAG") and Titus County, Texas (hereinafter referred to as "the County" or "County").

**1.2. Authority**

This Contract is authorized by § 231.002 of the Texas Family Code.

**1.3. Background and Purpose**

The County currently stores County data through the NetData Corporation ("NetData") Case Management and Imaging system. The Parties hereby enter into a Contract to authorize NetData to allow the OAG to have view/print access to County data stored in its Case Management and Imaging system through NetData, in support of the OAG's duties as a Title IV-D agency.

**2. TERM**

This Contract is effective on the date of last signature and shall continue until terminated as provided herein.

**3. PARTY RESPONSIBILITIES**

**3.1. County Obligations**

- 3.1.1. The County shall allow the OAG to access County data being stored by NetData.
- 3.1.2. The OAG will work with NetData to establish connectivity for the OAG to access the County data through NetData.

**3.2. OAG Obligations**

- 3.2.1. The OAG, through its supervisors, will determine which OAG personnel shall have access to the County data through NetData.
- 3.2.2. The OAG shall prohibit OAG personnel from accessing any County data for which they are not authorized.
- 3.2.3. OAG personnel will adhere to the policies set forth in the OAG Information Security Policies and Standards, a copy of which will be provided upon request.

3.2.4. The OAG agrees to strictly safeguard the confidentiality of County data it receives through NetData. The OAG will not provide, under this Agreement, any sensitive or confidential information to the County.

4. **FINANCIAL MATTERS**

4.1. **Maximum Liability**

The Parties to this Contract assume full responsibility for their respective costs associated with their performance of the terms of this Contract.

5. **CONTRACT MANAGEMENT**

5.1. **Controlled Correspondence**

5.1.1. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the County shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

5.1.2. The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. However, Controlled Correspondence shall not be used to alter the terms of this Contract. Any changes that involve the terms of this Contract must be by a Contract amendment.

5.1.3. Controlled Correspondence documents shall be maintained by both Parties in on-going logs. Any communication not generated in accordance with such process shall not be binding upon the Parties and shall be of no effect.

5.2. **Written Notices and Delivery**

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

5.2.1. The County

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

The Honorable Debra Abston (or successor in office)  
Titus County District Clerk  
PO Box 492  
Mt. Pleasant, TX 75456

With copies to (registered or certified mail with return receipt is not required for copies):

The Honorable Brian P. Lee (or successor in office)  
Titus County Judge  
100 West First Street, Suite 200  
Mt. Pleasant, TX 75455

5.2.2. The OAG

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

Mara Flanagan Friesen (or successor in office)  
Deputy Attorney General for Child Support (IV-D Director)  
Office of the Attorney General  
PO Box 12017  
Austin, TX 78711-2017

With copies to (registered or certified mail with return receipt is not required for copies):

Clayton Richter (or successor in office)  
Managing Attorney  
Policy, Legal and Program Operations  
Transactional Attorneys  
PO Box 12017 (Mail Code 044)  
Austin, TX 78711-2017

5.2.3. Contract Managers

5.2.3.1. The OAG Contract Manager

Jamie Lala (or successor in office)  
CSD-Government Contracts  
Office of the Attorney General  
PO Box 12017 (Mail Code 062)  
Austin, TX 78711  
Email: [jamie.lala@oag.texas.gov](mailto:jamie.lala@oag.texas.gov)  
Phone: (512) 460-6768  
Fax: (512) 460-6624

5.2.3.2. The County Contract Manager

The Honorable Debra Abston (or successor in office)  
Titus County District Clerk  
PO Box 492  
Mt. Pleasant, TX 75456

### 5.3. Reporting Fraud, Waste or Abuse

The County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the OAG Liaison;
- the Deputy Director for Contract Operations, Child Support Division;
- the Director, Child Support Division;
- the Deputy Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.texas.gov);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

5.3.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

5.3.2. The words fraud, waste, or abuse, as used in this section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

### 5.4. Dispute Resolution

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

5.4.1.1. A County claim for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by Subchapter B, to the Deputy Attorney General for Child Support, Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, TX 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

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

**6. AMENDMENT**

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and the County.

**7. TERMINATION OF THE CONTRACT**

**7.1. Termination with Notice**

Either party may terminate the Contract, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the other party.

**7.2. Change in Federal or State Requirements**

If federal or state laws or regulations or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

**8. TERMS AND CONDITIONS**

**8.1. News Releases or Pronouncements**

The OAG does not endorse any Vendor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

**8.2. No Waiver of Sovereign Immunity**

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG, THE STATE OF TEXAS OR THE COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG, THE STATE OF TEXAS OR THE COUNTY MAY HAVE BY OPERATION OF LAW.

**8.3. Applicable Law and Venue**

The County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The County also agrees that the exclusive venue and jurisdiction of any properly allowed legal action or suit concerning this Contract or in any way relating to this Contract shall be commenced in a court of competent jurisdiction in Travis County, Texas. The County hereby waives and agrees not to assert: (a) that the County is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action, or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action, or proceeding is improper, or (d) any other challenge to the jurisdiction or venue.

**8.4. Headings**

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

**8.5. Entire Agreement**

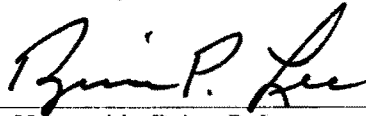
This Contract represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this Contract.

**8.6. Originals and Counterparts**

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

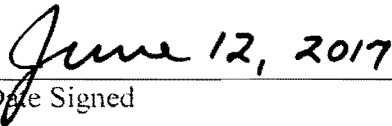
**Titus County**

**Office of the Attorney General**



\_\_\_\_\_  
The Honorable Brian P. Lee  
Titus County Judge

\_\_\_\_\_  
Mara Flanagan Friesen  
Deputy Attorney General for Child Support  
(IV-D Director)



\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed