

**COURT ORDER  
2016-0036**



RFP No. 2016-003-6540 Request for Proposal for Psychological Screening and Counseling of Law Enforcement Personnel – Execute Final Contract with Sage Cognitive Solutions

On a motion made by Commissioner Mike Cantrell, District 2, and seconded by Commissioner John Wiley Price, District 3, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 1/5/2016  
FUNDING SOURCE: General Fund

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the attached contract between Sage Cognitive Solutions and Dallas County under RFP No. 2016-003-6540 Request for Proposal for Psychological Screening and Counseling of Law Enforcement Personnel and authorize the County Judge to execute all related documents on behalf of Dallas County.

Done in open court January 5, 2016, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge  
Commissioner Dr. Theresa M. Daniel, District 1  
Commissioner Mike Cantrell, District 2  
Commissioner John Wiley Price, District 3  
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Gloria McCulloch  
Originating Department: Purchasing

# COMMISSIONERS COURT BRIEFING



**DATE:** 1/5/2016

**SUBMITTING DEPARTMENT:** Purchasing

**THROUGH:** Purchasing

**SUBJECT:** RFP No. 2016-003-6540 Request for Proposal for Psychological Screening and Counseling of Law Enforcement Personnel – Execute Final Contract with Sage Cognitive Solutions

---

## **BACKGROUND:**

On December 1, 2015, by authorization of the Commissioners Court under Court Order 2015-1692, the Purchasing Department entered into contract negotiations with Sage Cognitive Solutions for the aforementioned solicitation. Contract negotiations have been ongoing and a final contract has been executed by Sage Cognitive Solutions and is attached. The purpose of this briefing is to recommend Dallas County execute the contract.

## **OPERATIONAL IMPACT:**

The purpose of this contract is to provide psychological screening and counseling services for Dallas County. The contract will be for an initial one (1) year term with the option to extend for four (4) additional one (1) year terms based on the performance and availability of funding.

## **FINANCIAL IMPACT:**

Funding for this service will come out of the General Fund. The estimated total amount paid annually under this contractual agreement is approximately one hundred thousand and 00/100 dollars (\$100,000.00). This contract's estimated amount is subject to being decreased or increased at the County's sole discretion. Program funding may vary from year to year based on the availability of budgetary funds.

## **LEGAL IMPACT:**

The District Attorney's Office – Civil Division has approved the contract as to form. All data associated with this solicitation shall remain **"confidential"** until a fully executed contract has been approved by the Commissioners Court and signed by the County Judge.

## **PROJECT SCHEDULE:**

The initial term of the contract is effective from the date of final execution by the County Judge.

## **M/WBE PARTICIPATION:**

The M/WBE report and EEO1 forms have been provided to Commissioners Court.

## **STRATEGIC PLAN COMPLIANCE:**

This RFP complies with Vision 3 of the County's Strategic Plan – Dallas County is safe, secure and prepared.

<b>RECOMMENDED BY:</b>	Purchasing	<b>PREPARED BY:</b>	Lenora Sevillian
		<b>APPROVED BY DEPT HEAD:</b>	Gloria McCulloch

**RECOMMENDATION:**

The Purchasing Department, in conjunction with the District Attorney's Office – Civil Division and the Dallas County Auditor's Office, recommend that the Commissioners Court approve the attached contract between Sage Cognitive Solutions and Dallas County under RFP No. 2016-003-6540 Request for Proposal for Psychological Screening and Counseling of Law Enforcement Personnel and authorize the County Judge to execute all related documents on behalf of Dallas County.

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM: Sage Cognitive Solutions

5. Section D- EMPLOYMENT DATA

Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Job Categories	Not-Hispanic or Latino											TOTAL COL. A-N				
	Male						Female									
	A	B	C	D	E	F	G	H	I	J	K		L	M	N	O
Executive/Senior Level officials and Managers	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid-Level Officials and Managers	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craft Workers	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PREVIOUS YEAR TOTAL																

1. Date(s) of payroll period used: 01/01/16 - 01/15/16 (Omit on the Consolidated Report.)

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) Psychology

Section F-REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

Check One  All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)  
 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official Amber Sirett (Foreman) Title Owner / psychologist Signature [Signature] Date 12/24/15  
 Name of person to contact regarding this report Amber Sirett Title owner / psychologist Address (Number and Street) 1401 N Central Expwy  
 City and State Richardson, TX Zip Code 75080 Telephone No. (including area code and extension) 281-772-2825 Email address asforamen@earthlink.net

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILL FULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1000

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eo1survey/2007/instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories Revised 4/9/15

Company was formed in 2015 and was not running last year

COUNTY OF DALLAS §  
STATE OF TEXAS §

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**SAGE COGNITIVE SOLUTIONS**  
**and**  
**DALLAS COUNTY, TEXAS**  
**For**  
**PSYCHOLOGICAL SCREENING AND COUNSELING**  
**OF LAW ENFORCEMENT PERSONNEL**

**THIS AGREEMENT (“Agreement”)** for Psychological Screening and Counseling of Law Enforcement Personnel is entered into between **Dallas County, Texas (“COUNTY”)**, acting by and through the Dallas County Commissioners Court, and **Sage Cognitive Solutions**, a Texas corporation with its principal place of business located at 1401 North Central Expressway, Suite 385, Richardson, Texas 75080 (“CONTRACTOR”).

**WHEREAS**, COUNTY issued Request for Proposal #2016-003-6540 (the “RFP”) to solicit proposals from qualified Psychological Screening and Counseling of Law Enforcement Personnel firms who can provide services to assist and support COUNTY; and

**WHEREAS**, CONTRACTOR prepared and delivered to COUNTY its Proposal on or about November 2, 2015 in response to the RFP (the “Proposal”).

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and pursuant to the authorities granted under Texas Local Government Code, Chapter 262, and Texas Government Code, Chapter 2254, the parties agree as follows:

**WITNESSETH:**

**WHEREAS**, COUNTY seeks a Service Provider to provide Psychological Screening and Counseling of Law Enforcement Personnel services; and

**WHEREAS**, CONTRACTOR has proposed and COUNTY has accepted CONTRACTOR’S offer to provide Psychological Screening and Counseling of Law Enforcement Personnel services in response to COUNTY’s Request for Proposal (“RFP”) No. 2016-003-6540, issued in accordance with Chapter 262 of the Texas Local Government Code;

**NOW, THEREFORE**, COUNTY and CONTRACTOR, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

**SECTION 1. INCORPORATED DOCUMENTS**

Exhibit A RFP No. 2016-003-6540

Exhibit B	CONTRACTOR's Response to RFP No. 2016-003-6540 ("Response")
Exhibit C	Minority/Women Business Specifications for RFPs
Exhibit D	Cost/Pricing
Exhibit E	Title VI Assurances/Compliance

**SECTION 2. ORDER OF PRECEDENCE**

In the event of any conflict between this Contract, RFP No. 2016-003-6540 and CONTRACTOR's Response to RFP No. 2016-003-6540, the following order of precedence shall apply:

- A. this Contract; then
- B. CONTRACTOR's Response to RFP No. 2016-003-6540; then
- C. RFP No. 2016-003-6540.

**SECTION 3. STATEMENT OF WORK**

CONTRACTOR shall provide certain applications, suites of tools, and other services and products as delineated below, as necessary to deliver all services specified under this Contract (hereinafter "Services") and as further defined and agreed to by CONTRACTOR.

The scope of this work includes, but is not limited to:

**1. Pre-employment Psychological Screening**

- A. Pre-employment Psychological Screening is a requirement of the Texas Commission on Law Enforcement Officer Standards and Education.

The contractor shall be required to provide the following services pursuant to state and departmental requirements.

1) The contractor shall provide the written assessment of the applicant based on a minimum of 4 different written tests or assessments. Tests which will be acceptable are:

- 1. Personality assessment inventory (PAI)
- 2. 16 personality factor assessment - 5 edition (16PF-5)
- 3. Myers Briggs type indicator (MBTI)
- 4. Fundamental interpersonal relationship orientation (FIRO-B)
- 5. Wonderlic personnel test (WPT)
- 6. Wide range achievement test 3rd edition (WRAT-3)
- 7. Minnesota multiphasic personality inventory (MMPI)

The contractor will be responsible for the entire process of supplying,

administering and grading of all written psychological tests. All portions of the pre-employment testing must be done by the contractor at the location to be agreed upon by the contractor and the Dallas Sheriff Department.

2) Evaluation services will be provided on the applicant's tests for the position of Deputy Sheriff, Detentions Service Officer, Special Response Team, Part-time Bailiff, County Security and Deputy Constable as selected through standard department procedure/Civil Service requirements.

3) Contractor shall provide a personal one-on-one conference with said applicants subsequent to the evaluation of the written tests. Based upon contractor's professional determination, contractor shall either pass or fail the applicant for fitness for employment. Contractor shall sign the required state form (L-3) and affix his state licensing number. Contractor shall sign departmental evaluation form with pass or fail marked along with diagnosis if applicable.

4) Contractor shall surrender said state and departmental forms, written testing instruments to the Dallas Sheriff's Department for maintenance.

5) Contractor shall provide written feedback within 48 hours on personal applicant interviews and test evaluation.

6) Contractor shall provide the above enumerated pre-employment services for the Dallas County Sheriff's Department.

7) Frequency and volume of applicant test-conference evaluation will be determined by the Dallas County Sheriff's Department based on staffing levels, departmental needs, and recruiting capabilities. Time of test evaluation/conference is to be during normal business hours of the Dallas County Sheriff's Department/Resource Development Division. Hours of test evaluation/conference shall be based on a flexible agreement between Dallas County Sheriff's Department and contractor.

B. Said contractor must be licensed and approved for the practice of psychology in the State of Texas by the State Board of Examiners of Psychologists.

## **2. Psychological Health Maintenance Program**

A. Contractor shall provide personal psychological counseling services to Dallas County Sheriff's Department and other Dallas County law enforcement members and families (family members as defined by Dallas Sheriff's Department Civil Service Rules and Regulations).

C. Availability of contractor for said counseling to be 24 hours a day.

D. Suggestion of contractor and concurrence of the client determine location of

counseling. Location of counseling shall include, but not be limited to, any facility under control and operation of the Sheriff, the contractor's home, the contractor's personal/professional office. The convenience of contractor is superseded by the respect for confidentiality required by the client.

- E. The manner and method of counseling shall be deemed appropriate for the circumstance/condition by contractor. Client has the right to refuse manner and method of counseling unless departmentally required (see "F" below).
- F. The manner and method of counseling must be considered medically appropriate, acceptable, and recognized by the American Psychological Association and the Texas State Board of Examiners of Psychological.
- G. Contractor shall provide diagnosis and administrative recommendation to the Sheriff or his/her staff (upon request) regarding the department member's fitness for duty. The Contractor will provide the Department a written report outlining the kind diagnostic or assessment tests completed their results and the overall recommendation of the Contractor concerning the psychological fitness for duty of the employee in a law enforcement environment the same day as the evaluation.

### **3. Training/Education Program**

- A. Contractor shall act as an instructional resource (trainer/teacher) in various basic and in-service training programs for the Dallas Sheriff's Academy.
- B. Contractor shall provide personal instruction in various police psychological/social psychology areas including but not limited to peace officer's role in society, recognizing and handling abnormal people, police stress (recognition and management), and handling the mentally ill.
- C. Contractor is responsible for lesson/handout preparation.
- D. Instruction shall be given at the Dallas Sheriff's Academy, currently located at 1402 Corinth Street, Dallas Texas but subject to change.
- E. Hours of instruction shall be during normal hours of the Dallas Sheriff's Academy. Contractor shall be flexible to allow limited evening or night instruction or program evaluation.
- F. Scheduling of programs will be conducted to provide primarily for the needs of the Department while constant consideration for the convenience/obligations of the contractor is maintained.
- G. Contractor will be required to provide a detailed lesson plan for each class based on class objectives provided by the Sheriff's Academy Commander. Lesson plans should

be turned into and approved by the Sheriff's Academy Commander at least two weeks prior to any class presentation by the Contractor. Class handout material can be copied by the Academy provided the Contractor provides the material one week prior to the date of class presentation.

- H. Instructional blocks shall vary with programs, but shall not be presented in less than four (4) hours blocks or more than eight (8) hour blocks. An eight hour program may be divided into two 4 hour sessions. Approximately yearly average of instructional hours is 136.

#### **4. Post Deadly Force Trauma Counseling**

- a) Contractor shall provide personal psychological counseling services to Dallas Sheriff's Department, any Constable Deputies, or Dallas County Security members resulting from serious use of force incidents (as Department or employee deems necessary).
- b) Contractor shall provide same service as (A) to those members of any other police agency based on the following criteria:
- c) The agency whose members are involved in the incident has requested the Dallas Sheriff's Department conduct the official criminal investigation.
- d) Such counseling is at the request of the department member or his/her respective department heads and coordinated through the Dallas Sheriff's Department.
- e) No psychological health services provider is available to the department member through his/her own department.

#### **5. Fitness For Duty Assessments**

- a) Contractor shall provide Fitness for Duty Assessments as requested by any County Law Enforcement or Security Department.**
- b) Fitness for Duty Assessments may be requested in order to determine whether an individual is mentally and/or emotionally fit to continue their assigned duties.**

#### **6. Administration**

- a) Contractor shall be paid a flat rate for each evaluation. Contractor shall provide a monthly bill to the Resource Development Division Commander or his designated representative on the first of every month. The bill will identify the amount of work accomplished by category during the preceding month.
- b) Categories include but are not limited to the number of pre-employment assessments (passed/failed), fitness for duty assessments (passed/failed), and training hours by type of class, external department referrals, number of department members, and family

members being seen under self-referral.

c) On days where the first falls on a weekend or holiday, the first work day of the next month will be used.

d) Records developed by the Contractor on pre-employment and fitness for duty work are considered records of the Sheriff's Department and will be turned over to the department when requested. It is acknowledged that the Contractor may keep copies of applicable professional information on each employee evaluated for future reference but that it will remain confidential. Release of this information outside the Department must be for good cogent reasons and is only authorized with prior written approval from the Department.

e) Records pertaining to Sheriff's Department job applicants and employees are considered confidential and for the official use of the Contractor or the Department only. These records will not be provided to anyone outside of the Sheriff's Department without prior written consent of the Department. The content of these records will not be shared with anyone outside of the department without prior consent of the Sheriff's Department.

f) Contractor is responsible to defend their psychological assessments or recommendations if challenged by appropriate statutory or regulatory authority or by legal proceeding to include testimony in court. The Department cannot vouch for the professional recommendations of the Contractor.

g) The Contractor may use a subcontractor to perform his role when he is ill or on vacation for a period of up to two weeks subject to advanced agreement by the Sheriff's Department. Such a subcontractor must be recommended by the Contractor and accepted by the Sheriff's Department. Recommended subcontractor must be fully qualified in the field and licensed to operate as a psychologist in the state of Texas as per paragraph IB above. The recommended subcontractor will be paid by the Contractor. The Contractor is responsible to defend the work of the recommended subcontractor to include legal challenges to include testimony. The Dallas Sheriff's Department will not defend the work of the subcontractor.

#### **SECTION 4. ENGAGEMENT TERM**

The initial term ("Term") of this Contract is January 1, 2016 through December 31, 2016 as approved by the Dallas County Commissioners Court, unless sooner terminated under any provision hereof. By mutual agreement between the parties, COUNTY shall have four (3) one-year options to extend the Term of this Contract. COUNTY may exercise the option to exercise an extension by written notice to CONTRACTOR not less than thirty (30) days prior to the expiration of the initial term or extension term, if any. If the COUNTY exercises such option, all of the terms, conditions and pricing of this CONTRACT shall remain in full force and effect unless amended by Court Order by the Dallas County Commissioners Court. All extensions are subject to final written approval and authorization by the Dallas County Commissioners Court and CONTRACTOR. Upon expiration of the Term of this Contract, CONTRACTOR agrees to hold over under the terms and conditions of this Contract for such a period of time as may be

reasonably necessary, but not to exceed one hundred twenty (120) days, in order for COUNTY to renew or re-solicit this Contract.

**SECTION 5. REPORTING**

CONTRACTOR shall comply with the County's Minority/Women-Owned Business Enterprise (M/WBE), Disadvantaged Business Enterprise (DBE) and Historically Underutilized Business (HUB) policies and document a good faith effort to secure M/WBE DBE and HUB businesses as sub-contractors, sub-consultants, and suppliers for only the services provided pursuant to this Agreement as further detailed in Exhibit E during the Term of this Agreement. Further, CONTRACTOR shall submit monthly M/WBE payment reports to County for all listed subcontractors, subconsultants, and suppliers during the Term of this Agreement. The reports shall be submitted to County by the 15th calendar day of each month to: **Dallas County Minority Business Officer, 509 Main Street, 6th Floor, Suite 613, Dallas, Texas 75202.**

**SECTION 6. COST:**

The cost/pricing will be as listed below and in accordance with Exhibit D.

Pre-employment evaluations	\$150.00
Fitness for duty evaluations	\$450.00
Debriefings/counseling	\$100.00/hour
Training	\$90.00/hour

The testing material, location and transmission of reports will be provided by sage cognitive solutions. Beyond the prices quoted above, there should be no additional costs incurred by county.

**SECTION 7. BILLING AND PAYMENT:**

- A. CONTRACTOR understands and agrees that a temporary delay in making payments to CONTRACTOR because of or due to COUNTY's accounting and disbursement procedures shall not place COUNTY in default of this Contract and shall not render COUNTY liable for interest or penalties, provided such delay shall not exceed thirty (30) days after the due date. CONTRACTOR understands and agrees that any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- B. CONTRACTOR shall pay all of its own out-of-pocket expenses.
- C. CONTRACTOR will not be paid or reimbursed for funds used or spent for any unauthorized or unallowable use under this Contract or any state and/or federal regulations.

- D. CONTRACTOR agrees to submit to the Chief Information Officer (“CIO”) (or his representative), complete, fully documented and accurate itemized statements of invoices with appropriate/applicable attachments, statistics and reports, as required by COUNTY for the performed services on or about the 5<sup>th</sup> day of each month, such that twelve (12) payments shall be made annually during the Contract Term. Invoices may follow the format of the sample invoice provided in Exhibit E and must contain all of the information requested in the sample invoice.
- E. Each statement shall be in a form acceptable to the COUNTY Auditor, and shall include details of the services rendered as may be requested by the Auditor for verification purposes. The statements shall, at a minimum, include a description of the services, the day(s) and the amount of time during the day(s) that Contractor performed the services, and the total amount billed for the services rendered.
- F. After receipt of the statement, the CIO shall review the statement and approve it with any modifications deemed appropriate and thereafter forward the statement with any modifications to the COUNTY Auditor for payment. **CONTRACTOR shall hold COUNTY harmless and indemnify the COUNTY for any discrepancy between the amount submitted for payment and the actual payment finally approved by the CIO.**
- G. CONTRACTOR agrees to submit no more than one billing/invoice per month pertaining to this Contract, except that the cost of projects outside base services and parts for break-fix will be invoiced and submitted separately.

#### **SECTION 8. CONFIDENTIALITY:**

CONTRACTOR agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. CONTRACTOR shall not intentionally access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract. So long as CONTRACTOR otherwise complies with this Section 8, CONTRACTOR shall not be responsible for its inadvertent access or exposure to any unauthorized information.

#### **SECTION 9. BACKGROUND CHECKS:**

9.1 CONTRACTOR acknowledges and agrees to perform background checks on all employees and personnel providing services to COUNTY under this contract at no additional cost to the COUNTY (at CONTRACTOR expense). “Background check” means, including but not limited to, the research and verification of an individual’s employment history, criminal history, identity, driving record history, current and past residences, and any discrepancies contained therein. The following items will be included in a background check, at a minimum:

- 9.1.1 E-Verify all employees and personnel providing services under this contract;

- 9.1.2 Employment history (last ten (10) years);
- 9.1.3 Social Security number verification;
- 9.1.4 Assumed names and aliases search;
- 9.1.5 State criminal records search for an unlimited period of time including court records search, Motor Vehicle Driving Records search, Department of Public Safety search, Department of Corrections search, Administrative Office of Court search, a County criminal records search for all counties of residence, and a Justice of the Peace criminal records search for all precincts of residence;
- 9.1.6 Federal criminal records search for an unlimited period of time, including National Sex Offender Public Registry Search and National Criminal Records Database Search;
- 9.1.7 Current and prior address check; and
- 9.1.8 Employee photo picture

9.2 The background check must be performed and completed seven (7) days prior to each employee or personnel providing services to COUNTY. A copy of the e-verify documentation and background check will be provided to COUNTY and COUNTY will be advised, if: 1) the background check identifies any criminal history, including but not limited to, any warrants, misdemeanor or felony convictions/indictments/arrest/pending charges, deferred adjudication or community supervision, dismissals, or outstanding traffic tickets (3 months or older); or 2) the background check identifies any discrepancy or inconsistency in the information provided, including with the Social Security number or name provided. Copies of all background check results shall be made available to the COUNTY.

9.3 CONTRACTOR shall furnish the COUNTY with a completed verification certificate, Dallas County Background Check Verification Certificate ("Certificate"), signed by the CONTRACTOR containing the employee/personnel's full legal name, full address, date the background check was performed, and date of hire by the CONTRACTOR. The Certificate should be sent to the COUNTY IT Contract Manager or designated representative via E-mail or in a sealed envelope marked Confidential." The certificate must state that a background check has been performed on the employee/personnel and that the findings are satisfactory. If not satisfactory, the Certificate must state any potential problems (e.g., information discrepancies or inconsistencies, gaps in background, criminal felony or misdemeanor convictions/indictments/arrests/pending charges, outstanding warrants or traffic tickets, wrong or invalid Social Security number, deferred adjudication, community supervision, etc.) discovered during the background check. Upon receipt of a Certificate identifying problems with the background check: 1) the COUNTY department requesting the personnel will assess the identified issues, pursuant to COUNTY policies and other laws and regulations; and 2) COUNTY IT Contract Manager will advise the CONTRACTOR whether the County department will permit the personnel/employee to perform the service.

#### 9.4 COUNTY's Rights to Further Screen Personnel

In evaluating CONTRACTOR's employees and personnel providing services under this contract, certain COUNTY departments/divisions may require additional background checks, including but not limited to, criminal record checks and fingerprinting. These additional background check requirements do not waive any responsibility or obligation of the CONTRACTOR under this Section 9.

- 9.4.1 Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles, or facilities. CONTRACTOR (including CONTRACTOR's employees) or individuals who are not licensed by the Texas Department of State Health Services or other state agency must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under the CONTRACTOR's contract within two (2) years prior to the date of the most recent contract. CONTRACTOR (including CONTRACTOR's employees providing services under this contract without a state professional license) are required to submit fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. CONTRACTOR is responsible for all cost associated with FAST fingerprint based check and criminal record check.
- 9.4.2 For positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety's CJIS Policy; or (ii) as deemed necessary, at its sole discretion.
- 9.4.3 The CONTRACTOR shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of CONTRACTOR.
- 9.4.4 Waiver

CONTRACTOR shall have the temporary personnel execute any necessary consents, releases, and waivers:

- 9.4.4.1 Twelve months from the date the employee or personnel first started providing services to COUNTY, if the employee or personnel provided continuous services to COUNTY; or
- 9.4.4.2 To allow COUNTY or a third party agency to collect and check the employee/personnel's background and qualifications, as permitted by applicable law; and

9.4.4.3 To release to COUNTY (and its employees) the employee/personnel's background history and/or criminal history.

## 9.5 Re-Verification

CONTRACTOR must have the background of any employee or personnel providing services to COUNTY re-verified:

9.5.1 Twelve months from the date the employee or personnel first started providing services to COUNTY, if the employee or personnel provided continuous services to COUNTY (and every twelve months thereafter); or

9.5.2 If there is a gap, of thirty (30) days or more, in the employee or personnel providing services to COUNTY. Upon such re-verification, CONTRACTOR shall provide COUNTY with another Certificate pursuant to the requirements in Section 9.3.

## 9.6 Warranties

CONTRACTOR represents and warrants;

9.6.1 All employees/personnel who perform any services for COUNTY have undergone the CONTRACTOR's background check and a COUNTY Background Check Verification Certificate has been provided to COUNTY IT Department Contract Manager;

9.6.2 CONTRACTOR has a background check process/service which includes, at a minimum, the searches/information identified in Section 9.3;

9.6.3 It will not assign or permit any individual to perform services for the COUNTY unless: i) the individual has passed the background check; or ii) it has notified COUNTY IT Department Contract Manager of potential problems and such problems have been; and

9.6.4 It will ensure that personnel are in compliance with the background check requirements in this Section 10 throughout the Term.

## **SECTION 10. TERMINATION:**

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the effective termination date specified in such notice, except that CONTRACTOR shall meet its obligations under Section 18 below. COUNTY shall compensate CONTRACTOR in accordance with the terms of this Contract for services performed prior to the date specified in such notice.

In the event of a cancellation, CONTRACTOR shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination and in Section 19 below. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse CONTRACTOR for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all COUNTY data, documents and information in CONTRACTOR's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY's termination of this Contract, for any reason, subject the COUNTY to liability.

- 1) Without Cause: This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- 2) With Cause: COUNTY reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:
  - a) Lack of funding. Lack of, or reduction in, funding or resources in which instance, COUNTY shall provide CONTRACTOR ten (10) days written notice of such termination or lack of funds;
  - b) Non-Performance. CONTRACTOR's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by COUNTY. Termination, in whole or in part, by the COUNTY under this Section 11 may be made at COUNTY's option and without prejudice to any other remedy to which COUNTY may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. COUNTY shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in non-compliance with the terms herein. *At COUNTY's sole discretion and with written notice by COUNTY, CONTRACTOR may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. COUNTY will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CONTRACTOR's performance, such problems and/deficiencies being determined by COUNTY.* Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive COUNTY's right to terminate this Contract under any other provisions herein.
  - c) CONTRACTOR's improper, misuse or inept performance of services under this Contract;
  - d) CONTRACTOR's failure to comply with the terms and provisions of this

Contract;

- e) CONTRACTOR's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- f) In COUNTY's sole discretion, if termination is necessary to protect the health and safety of clients;
- g) If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- h) CONTRACTOR's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

#### **SECTION 11. MONETARY RESTITUTION:**

In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by CONTRACTOR, COUNTY shall have the right to seek monetary restitution (to include but not limited to withholding of monies owed) from CONTRACTOR to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination CONTRACTOR's rate and new vendor's rate) beginning the date of CONTRACTOR's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, COUNTY will seek its attorney's fees and costs of suit from CONTRACTOR.

#### **SECTION 12. INDEMNIFICATION:**

**CONTRACTOR shall forever waive, release, indemnify, and hold harmless COUNTY, its assigns, officers, directors, employees, agents, representatives from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Contract by CONTRACTOR, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "CONTRACTOR"), (2) CONTRACTOR's involvement in the specified services under this Contract, and (3) any terms or conditions or provisions or underlying provisions of this Contract, including but not limited to, any premises or special defect**

known or unknown to COUNTY, and any injury to individuals present during CONTRACTOR's involvement under the terms and conditions of the services and Contract, including willful acts such as assault;

AND FURTHER, CONTRACTOR, to the fullest extent allowed by law, agrees to waive, (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's release), indemnify and hold harmless COUNTY against any and all losses, damages, injuries compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on COUNTY arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal, or inchoate "injury"), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Contract and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, COUNTY's negligence, or breach of non-delegable duty. CONTRACTOR further agrees to defend (at the election of COUNTY) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of CONTRACTOR's services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by COUNTY for any defect, error or omission in the services performed by CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. CONTRACTOR shall defend, hold harmless, and indemnify COUNTY for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

#### **SECTION 13. SOVEREIGN IMMUNITY:**

This Contract is expressly made subject to COUNTY's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or COUNTY has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

#### **SECTION 14. OWNERSHIP OF DOCUMENTS**

All reports, information and other deliverable data, given to, prepared or assembled by

CONTRACTOR under this Contract shall be delivered to COUNTY, without restriction on future use by COUNTY. COUNTY, at its expense, may make copies of any and all documents.

## **SECTION 15. INSURANCE REQUIREMENTS**

CONTRACTOR agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

- A. Within ten (10) calendar days after the Effective Date of this Contract, CONTRACTOR shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. CONTRACTOR shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Director (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to COUNTY and authorized to do business in the State of Texas. Such insurance shall show COUNTY as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s)(as the interest of each insured may appear).
- B. Such insurance shall provide, at a minimum, the following coverages:
- 1) Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then CONTRACTOR must provide to COUNTY evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If CONTRACTOR has no employee (as defined by the Texas Workers' Compensation Act), CONTRACTOR shall provide COUNTY with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance, attached hereto as Exhibit D and incorporated by reference for all purposes. In the event that any work is sublet, CONTRACTOR shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are afforded protection by the CONTRACTOR. CONTRACTOR shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. CONTRACTOR also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Department of Insurance – Division of Workers' Compensation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties or other civil actions.

<u>Types of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee
Bodily injury by Disease	\$500,000.00 Policy Limit

- 2) Professional Liability Insurance or Errors and Omissions Insurance. **CONTRACTOR shall indemnify COUNTY for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of this Contract and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Contract or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the COUNTY.**
- 3) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include fire legal liability. Such insurance shall carry limits of One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of Two Million and 00/100 Dollars (\$2,000,000.00) and products and completed operations aggregate of One Million and 00/100 Dollars (\$1,000,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.
- 4) Commercial Automobile Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), CONTRACTOR shall furnish to the COUNTY a certificate showing commercial automobile liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Contract, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

C. CONTRACTOR agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 1) This insurance shall not be canceled, or limited in scope or coverage for non-payment of premium, has been given by the insurance company to the COUNTY.
- 2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- 3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- 4) Provide for an endorsement that the other insurance clause shall not apply to the COUNTY where COUNTY is an additional insured on the policy.
- 5) Provide for notice to the COUNTY Purchasing Director at the address shown in this Contract (or as otherwise designated by COUNTY in writing) by registered mail, return receipt requested, and full postage paid, sent to:

Dallas County Records Building  
509 Main Street, 6<sup>th</sup> Floor, Room 623  
Dallas, Texas 75202-5799

D. CONTRACTOR agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against COUNTY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.

E. CONTRACTOR shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

F. It is agreed that the CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability arising out of operations under this Contract with the COUNTY.

G. CONTRACTOR shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if CONTRACTOR

provides for three (3) year tail coverage, unless specifically approved in writing and executed by County Risk Manager.

- H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.
- I. Except as otherwise expressly specified, CONTRACTOR shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against COUNTY, whether by way of subrogation or otherwise.
- J. Insurance certificates. The certificates of insurance shall list COUNTY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by CONTRACTOR under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 6<sup>th</sup> Floor, Room 623, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY's sole discretion provided that such non-delivery is not cured within five (5) business days of notice.
- K. If CONTRACTOR and/or its subcontractors fail to comply with any of the requirements relating to insurance, COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to CONTRACTOR the expense of obtaining such insurance and the cost of insurance premiums, provided that such failure to comply is not cured within five (5) business days of notice. However, neither CONTRACTOR nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of CONTRACTOR.
- L. In the event CONTRACTOR fails to maintain insurance as required herein, CONTRACTOR shall within five (5) business days of notice cure such lapse in insurance coverage at CONTRACTOR's sole expense, and pay COUNTY in full for all costs and expenses incurred by COUNTY under this contract as a result of such failure to maintain insurance by CONTRACTOR, including costs and reasonable attorney's fees relating to COUNTY's attempt to cure such lapse in coverage. Such costs as attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to CONTRACTOR by COUNTY. Moreover, COUNTY shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to CONTRACTOR by COUNTY to cover COUNTY's potential exposure to liability during the period of such lapse. The retainage

shall be held by COUNTY until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against COUNTY for any matter that should have been covered by the required insurance.

**CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEY'S FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. CONTRACTOR, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF CONTRACTOR'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR CONTRACTOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS CONTRACTOR MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY CONTRACTOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. CONTRACTOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.**

- M. Approval, disapproval or failure to act by COUNTY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the CONTRACTOR from liability.
- N. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies COUNTY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:
- 1) Order CONTRACTOR to stop work hereunder, which shall not constitute a Suspension of Work;
  - 2) Withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance;

- 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in:
  - a) termination of this Contract;
  - b) demand on any bond, as applicable;
  - c) the right of COUNTY to complete this Contract by contracting with the "next low proposal." CONTRACTOR will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by CONTRACTOR on demand; or
  - d) any combination of the above;
- O. CONTRACTOR shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or CONTRACTOR, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this Contract.
- P. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by CONTRACTOR, its employees, subcontractors, and agents.
- Q. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractor's performance of the work covered under this Contract.
- R. CONTRACTOR shall notify COUNTY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
- S. Standard of Care: Services provided by CONTRACTOR under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.
- T. The provisions of this Section 13 are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- U. The provisions of this Section 13 shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

## **SECTION 16. RIGHT OF REVIEW AND AUDIT**

COUNTY may review any and all of the services performed by CONTRACTOR under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all

of CONTRACTOR's records and billings relating to the performance of this Contract, provided that such audits requiring records or other reports be noticed to CONTRACTOR twenty-four (24) hours in advance of such audit. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of this Contract. Additionally, COUNTY shall have immediate access to CONTRACTOR's offsite facilities where COUNTY property is maintained.

#### **SECTION 17. PREVENTION OF FRAUD AND ABUSE**

CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents shall be reported immediately by the COUNTY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. CONTRACTOR and COUNTY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by COUNTY, refund expenditures of the CONTRACTOR that are contrary to this Contract and deemed inappropriate by the COUNTY provided such expenditures are in non-compliance with the terms herein.

#### **SECTION 18. TRANSITION SERVICES REQUIRED OF CONTRACTOR**

Upon notice of termination and/or expiration of this Contract, COUNTY shall immediately have the right to audit any and all records of CONTRACTOR relating to this Contract, provided that COUNTY can provide CONTRACTOR twenty-four (24) hours notice of such audit. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide anything requested from the COUNTY at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; (ii) Good faith pledge to cooperate with COUNTY upon transition of services to another contractor or COUNTY department providing the same or similar services; (iii) Final accounting of all income from the Contract; (iv) Downloading and removal of all County information from the CONTRACTOR's equipment and software; (v) Removal of CONTRACTOR services without affecting the integrity of COUNTY's systems; and (vi) All Records and COUNTY property within thirty (30) business days of such expiration or termination. This provision shall survive Contract termination.

#### **SECTION 19. TAX**

COUNTY, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Tax Code § 151.309, and shall therefore not be liable or responsible to the CONTRACTOR for the payment of such taxes under this Contract.

The fees paid to CONTRACTOR pursuant to this Contract are inclusive of any applicable sales,

use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by CONTRACTOR's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by CONTRACTOR in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by CONTRACTOR.

CONTRACTOR accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by CONTRACTOR for work performed under the terms of this Contract and **agrees to indemnify and save harmless COUNTY from any such contribution or taxes or liability.**

## **SECTION 20. SECURITY FOR FAITHFUL PERFORMANCE**

With the execution and delivery of the Contract, CONTRACTOR shall furnish and file with COUNTY within thirty (30) calendar days of award and in the amounts herein required, the following Performance Bonds. Such Performance Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.

- A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total annual base amount of the Contract or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications and Contract documents, including any extensions thereof, for the protection of COUNTY. Should COUNTY exercise any Contract extension option for additional Contract terms, it will be CONTRACTOR's responsibility to have the surety company provide to COUNTY confirmation of the existing bond or provide a new bond, if applicable. Bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by Dallas County Commissioners Court.
- B. Bonds shall be executed by a duly authorized surety company satisfactory to COUNTY. COUNTY will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."
- C. No sureties will be accepted by COUNTY who are now in default or delinquent on any bonds or who are interested in any litigation against COUNTY. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.
- D. Each bond shall be executed by CONTRACTOR and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety.

- E. In the event the Contract is prematurely terminated due to non-performance and/or CONTRACTOR's request, COUNTY reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, COUNTY will seek its attorney's fees and costs of suit from CONTRACTOR, which amount CONTRACTOR shall pay within thirty (30) days of judgment.
- F. All bonds shall be delivered to the *Dallas County Purchasing Director, Dallas County Records Building, 509 Main Street, 6<sup>th</sup> Floor, Room 623, Dallas, Texas 75202*, within thirty (30) calendar days after award of the Contract.
- G. COUNTY will disburse no payment for goods or services provided unless a good and sufficient bond is on file with the COUNTY.

## **SECTION 21. CONFIDENTIALITY AND OPEN RECORDS ACT**

- A. CONTRACTOR shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. CONTRACTOR agrees to adhere to all confidentiality requirements, as applicable, for work conducted for COUNTY under this Contract.
- B. Open Records or Public Information Act. The parties acknowledge and agree that COUNTY is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Open Records Act" or the "Texas Public Information Act" (hereinafter "Open Records Act"). Notwithstanding any other provision, including exemptions or exceptions to the Open Records Act, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Open Records Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that COUNTY, Dallas County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of COUNTY. It is further acknowledged and agreed that COUNTY Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. CONTRACTOR hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by CONTRACTOR or in the possession or knowledge of COUNTY that is determined by COUNTY or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.
- C. Confidential or Proprietary Marking. Any information or documents the CONTRACTOR uses in the performance of the services provided under this Contract

that CONTRACTOR considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information if release is required under the Texas Public Information Act, or is otherwise required by law.

## **SECTION 22. INDEPENDENT CONTRACTOR**

CONTRACTOR, including its agent, student or employee, is an independent CONTRACTOR and not an agent, servant, joint enterpriser, joint venturer, or employee of COUNTY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

## **SECTION 23. SUBCONTRACTING**

CONTRACTOR may not enter into Contracts with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of COUNTY. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to COUNTY for the performance of this Contract. CONTRACTOR shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit CONTRACTOR from using any subcontractor.

## **SECTION 24. ASSIGNMENT**

During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of Dallas County Commissioners Court. Should COUNTY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor(s). In the event of failure by CONTRACTOR to comply with these requirements, COUNTY may, at its option, terminate this Contract provided that such failure is not cured within 10 business days of notice. Should COUNTY authorize the CONTRACTOR to transfer this contract, in whole or in part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and CONTRACTOR will continue to be responsible for the performance of the secondary contractor.

CONTRACTOR understands and agrees that in the event that all or substantially all of CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, COUNTY, at its option, may terminate or renegotiate the terms of this Contract.

## **SECTION 25. INVALIDITY**

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

## **SECTION 26. GOVERNMENT FUNDED PROJECT**

If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply without additional cost or expense to COUNTY, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

## **SECTION 27. FISCAL FUNDING**

Notwithstanding any provisions contained in this Contract, the obligations of the COUNTY under this Contract are expressly contingent upon the availability of funding for each item and obligation for the term of the Contract and any pertinent extensions. CONTRACTOR shall have no right of action against COUNTY in the event COUNTY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that COUNTY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, COUNTY, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to CONTRACTOR at the earliest possible time prior to the end of its fiscal year.

## **SECTION 28. WRITTEN NOTICE**

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY:

Dallas County Auditor  
Dallas County Records Building  
509 Main Street, 4<sup>th</sup> Floor, Room 407  
Dallas, Texas 75202

Dallas County Purchasing Director

Dallas County Records Building  
509 Main Street, 6<sup>th</sup> Floor, Room 623  
Dallas, Texas 75202

w/a copy to:

Chong Choe  
Assistant District Attorney  
Dallas County District Attorney's Office  
411 Elm Street, 5<sup>th</sup> Floor  
Dallas, Texas 75202

To CONTRACTOR:

Applications Software Technology Corporation  
1755 Park Street, Suite 100  
Naperville, IL 60563

### **SECTION 29. ENTIRE CONTRACT**

It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

### **SECTION 30. MINORITY PARTICIPATION:**

The CONTRACTOR agrees to comply with the provisions of Exhibit "C", "Minority/Women Business Specifications for RFPs" as filed by CONTRACTOR with COUNTY's Minority/Women Business Enterprise office in response to RFP No. 2016-003-6540. Said response is fully incorporated herein for all purposes as if reproduced word for word.

### **SECTION 31. AMENDMENTS AND CHANGE IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

### **SECTION 32. COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Contract, CONTRACTOR must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

### **SECTION 33. PROMPT PAYMENT ACT**

CONTRACTOR agrees that a temporary delay in making payments due to COUNTY's accounting and disbursement procedures shall not place COUNTY in default of this Contract and shall not render COUNTY liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

### **SECTION 34. WAIVER**

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

### **SECTION 35. BINDING EFFECT**

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves.

### **SECTION 36. SEVERABILITY**

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

### **SECTION 37. RIGHTS AND REMEDIES CUMULATIVE**

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Parties have a duty to mitigate damages.

### **SECTION 38. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

### **SECTION 39. NUMBER/GENDER**

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context

clearly requires otherwise.

#### **SECTION 40. COUNTERPARTS**

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

#### **SECTION 41. TITLE VI ASSURANCES/COMLIANCES**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities.

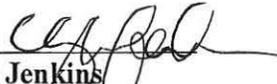
#### **SECTION 42. SIGNATORY WARRANTY**

The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

**<signatures on following page>**

EXECUTED THIS 5th ~~xxxx~~ DAY OF January ~~xxxxxxx~~ 2016 ~~2015~~.

**DALLAS COUNTY**

By:   
Clay Lewis Jenkins  
Dallas County Judge

**SAGE COGNITIVE SOLUTIONS**

By:   
Amber Sarrett  
Psychologist/Owner

**Recommended:**

By:   
Lupe Valdez  
Dallas County Sheriff

By:   
Chief Robert Degroot  
Dallas County Marshals Service

**APPROVED AS TO FORM\*:**

SUSAN HAWK  
DISTRICT ATTORNEY

  
BY: Chong Choe  
Assistant District Attorney

**\*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

EXHIBIT "A"

**EXHIBIT "B"**

EXHIBIT "C"

**MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE)  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AND  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SPECIFICATIONS**

For Bids/RFPs

I. **POLICY STATEMENT** Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified HUB and minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. **REQUIREMENT OF ALL BIDDERS/PROPOSERS:** Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business and HUB business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE/DBE and HUB Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE/DBE and HUB Identification
- 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- 6. Dallas County MBE/WBE/DBE and HUB Payment Report.

**Note**

*In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE and/or HUB subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.*

Revised 4/8/15

## 1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/woman-owned and/or HUB businesses as subcontractors/sub-consultants/suppliers. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/woman-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/woman-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/woman-owned firms in order to increase the likelihood of achieving participation (Including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/woman-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Company Name: Sage Cognitive Solutions  
Printed Name: Ashley S. Smith (owner)  
Title: psychologist/owner  
Signed: Ashley S. Smith (owner)  
Date: 10-9-15

Revised 4/9/15

**2. MBE/WBE/DBE AND HUB PARTICIPATION REPORT\***

SOLICITATION/PROJECT NUMBER \_\_\_\_\_ SOLICITATION/PROJECT TITLE \_\_\_\_\_

Total Amount of Your Bid/Proposal \$ \_\_\_\_\_ (The amount should equal the total amount as shown on the bid sheet)

List all proposed MBE/WBE/DBE/HUB subcontractors/sub-consultants/material suppliers that will be used in the performance of this contract and attach a copy of their current and valid certification document. Deletion of firms must be approved by Dallas County prior to finalization.

1. Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_ Contact Name and Phone Number: \_\_\_\_\_

Certification Classification:  MBE  WBE  DBE  HUB Certification Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Percentage % of Contract: \_\_\_\_\_ %

Description of Services/Work\*\*: \_\_\_\_\_

2. Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_ Contact Name and Phone Number: \_\_\_\_\_

Certification Classification:  MBE  WBE  DBE  HUB Certification Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Percentage % of Contract: \_\_\_\_\_ %

Description of Services/Work: \_\_\_\_\_

3. Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_ Contact Name and Phone Number: \_\_\_\_\_

Certification Classification:  MBE  WBE  DBE  HUB Certification Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Percentage % of Contract: \_\_\_\_\_ %

Description of Services/Work\*\*: \_\_\_\_\_

4. Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_ Contact Name and Phone Number: \_\_\_\_\_

Certification Classification:  MBE  WBE  DBE  HUB Certification Agency: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_ Percentage % of Contract: \_\_\_\_\_ %

Description of Services/Work\*\*: \_\_\_\_\_

\*Dallas County recognizes certifications from the following government entities and/or agencies:

- North Central Texas Regional Certification Agency (NCTRCA)
- DFW Minority Supplier Development Council (DFW MSDC)
- The Women's Business Council - Southwest (WBCS)
- State of Texas Historically Underutilized Business (TX HUB)
- Texas Unified Certification Program (TUCP)
- Texas Department of Transportation (TXDOT) Disadvantaged Business Enterprise (DBE) Program - DOT PROJECTS ONLY

\*\* Must correspond with specific goods or services outlined RFP/BID, specify section and page number

No MBE/WBE/DBE's or HUBs will be utilized in the performance of this contract.  
Please explain and/or provide justification: \_\_\_\_\_

**COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.**

Company Name Saga Cognitive Solutions

Address: 1401 N Central Exp Phone No: 281-777-1525

Printed Name of Preparer: Amber Swett (Former)

Title: owner/psychologist

Preparer Signature [Signature]

Date 10/29/15

Revised 4/9/15



5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM: Sage Cognitive Solutions

**5. Section D-EMPLOYMENT DATA**  
 Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.  
 Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity															TOTAL COL. A-N
	Hispanic or Latino		Not-Hispanic or Latino							Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level officials and Managers 1.1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	1	
First/Mid-Level Officials and Managers 1.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Professionals 2	0	1	0	0	0	0	0	0	1	0	0	0	0	0	1	
Technicians 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Administrative Support Workers 5	0	1	0	0	0	0	0	0	1	0	0	0	0	0	1	
Craft Workers 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers and Helpers 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL 10	0	3	0	0	0	0	0	0	3	0	0	0	0	0	3	
PREVIOUS YEAR TOTAL 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

1. Date(s) of payroll period used: 01/01/16-01/15/16 (Omit on the Consolidated Report.)

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) Psychology

Section F-REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G-CERTIFICATION

Check One	1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: Amber Serrett (Eagan) Title: owner/psychologist Signature: [Signature] Date: 1/29/16

Name of person to contact regarding this report: Amber Serrett Title: owner/psychologist Address (Number and Street): 1401 N Central Expwy

City and State: Richardson, TX Zip Code: 75080 Telephone No. (including area code and extension): 281-772-2525 Email address: adfacman@gnucal.com

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eo1survey2007instructions.htm> / Appendix 4, Race and Ethnic Identification / and Appendix 5, Description of Job Categories

Company was formed in 2015 and was advertising last year

6. DALLAS COUNTY MBE/WBE/DBE AND/OR HUB PAYMENT AND COMPLIANCE REPORT

RFP 2016-003-6540  
SOLICITATION/PROJECT NUMBER

Psychological Services for Law Enforcement  
SOLICITATION/PROJECT TITLE

Work Order Date: \_\_\_\_\_

Job Number: \_\_\_\_\_

Prime/General Contractor Name: Sage Cognitive Solutions

The following information and supporting documentation indicates the payment amounts to the MBE/WBE/DBE/HUB subcontractors/sub-consultants/material suppliers for the solicitation/project listed above. Deletion of firms must be approved by Dallas County prior to finalization.

1. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: N/A

Amount of Invoice: \$ \_\_\_\_\_ Invoice Number and Invoice Date: \_\_\_\_\_  
Planned Participation Dollar Amount: \$ \_\_\_\_\_ Total Payment to Date: \$ \_\_\_\_\_  
Planned Percentage % of Contract: \_\_\_\_\_ % Percentage % of Contract to Date: \_\_\_\_\_ %

2. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_

Amount of Invoice: \$ \_\_\_\_\_ Invoice Number and Invoice Date: \_\_\_\_\_  
Planned Participation Dollar Amount: \$ \_\_\_\_\_ Total Payment to Date: \$ \_\_\_\_\_  
Planned Percentage % of Contract: \_\_\_\_\_ % Percentage % of Contract to Date: \_\_\_\_\_ %

3. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_

Amount of Invoice: \$ \_\_\_\_\_ Invoice Number and Invoice Date: \_\_\_\_\_  
Planned Participation Dollar Amount: \$ \_\_\_\_\_ Total Payment to Date: \$ \_\_\_\_\_  
Planned Percentage % of Contract: \_\_\_\_\_ % Percentage % of Contract to Date: \_\_\_\_\_ %

4. MBE/WBE/DBE/HUB Sub-Contractor/Consultant/Material Supplier Name: \_\_\_\_\_

Amount of Invoice: \$ \_\_\_\_\_ Invoice Number and Invoice Date: \_\_\_\_\_  
Planned Participation Dollar Amount: \$ \_\_\_\_\_ Total Payment to Date: \$ \_\_\_\_\_  
Planned Percentage % of Contract: \_\_\_\_\_ % Percentage % of Contract to Date: \_\_\_\_\_ %

*Note:*  
This form must be completed and submitted with each payment request.  
If a significant dollar amount is planned, should include attached representation  
from the Subcontractor/Supplier for:  
Dallas County Minority/Woman Owned Business Office  
300 Main Street, 6th Floor, Suite 613, Dallas, Texas 75202  
214.742.0119 or 214.742.0921 (office) 214.667.7449 (fax)  
Email: [Patricia.Richardson@dallascounty.org](mailto:Patricia.Richardson@dallascounty.org) or [Rosa.Rodriguez@dallascounty.org](mailto:Rosa.Rodriguez@dallascounty.org)

To the best of my knowledge, I certify that the payment information on this form is true and accurate

Printed Name of Prime/General Contractor Authorized Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Dallas County Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Revised 4/9/15

EXHIBIT "D"

(“COST/PRICING”)

<b>PRE-EMPLOYMENT EVALUATIONS</b>	<b>\$150.00</b>
<b>FITNESS FOR DUTY EVALUATIONS</b>	<b>\$450.00</b>
<b>DEBRIEFINGS/COUNSELING</b>	<b>\$100.00/HOUR</b>
<b>TRAINING</b>	<b>\$90.00/HOUR</b>

**THE TESTING MATERIAL, LOCATION AND TRANSMISSION OF REPORTS WILL BE PROVIDED BY SAGE COGNITIVE SOLUTIONS. BEYOND THE PRICES QUOTED ABOVE, THERE SHOULD BE NO ADDITIONAL COSTS INCURRED BY COUNTY.**

EXHIBIT "E"  
("TITLE VI ASSURANCES/COMPLIANCE")

## TITLE VI ASSURANCES/COMPLIANCE

### A. Assurances

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will

impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas

County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice Civil Rights  
Division Federal Coordination and Compliance Section,  
NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530.

More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Sage Cognitive Solutions

[Signature] 12/10/15  
Signature, Authorized Representative of Contractor Date

psychologist/owner  
Title