DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

JULY 3, 2001

8:00 a.m. Major Technology Review

REPORTS/RECOMMENDATIONS/REQUESTS

1) HEALTH & HUMAN SERVICES

   a) Subcontracts with the University of Texas Southwestern Medical
      Center at Dallas, Rhea Sumpter, and University of Cincinnati . . . . . 3-19
   b) Housing Agency Annual Public Housing Plan for FY2001 . . . . . . 20-60
   c) Revision of the Section 8 Administrative Plan . . . . . . . . . . . 61-63
      (COURT ORDER ON FORMAL AGENDA)
   d) Approval of Amended Contract for FY2001 Texas Department
      of Health Housing Opportunities for Persons with AIDS . . . . . . 64-74
   e) Approval of Amended Contract for FY2000-2001 State of Texas
      HIV Health and Social Services (State Services) Funds and
      Award of FY2000-2001 State Services Funds . . . . . . . . . . . 75-86

2) INSTITUTE OF FORENSIC SCIENCES

   Request to Provide Breath Alcohol Technical Supervisor Services
   to the Cities of DeSoto and University Park . . . . . . . . . . . . . . . 87-95

3) JUVENILE

   FY2001 Juror Fund Non-residential Contract Recommendation . . . . . 96-119
4) **PLANNING & DEVELOPMENT**

a) Information on Housing Reconstruction Program; Bid #2001-101-836 and #2001-102-837 .......................... 120-123

b) Proposed Funding Revisions for CDBG Projects ......................... 124

c) Evaluation of CHDO Proposal .............................................. 125-129

5) **PUBLIC WORKS**

Solicitation of Qualification for Indefinite Delivery Quantity ROW Acquisition Services .......................... 130-131

RFQ Insert

6) **OPERATIONS**

Amendment to Texas CUC Aggregation Project, Inc., Bylaws ............. 132-148

7) **STAFF**

Jail Health Privatization ....................................................... 149-158

8) Miscellaneous, Travel Requests, Miscellaneous Equipment, and Telecommunications Requests .......................... 159-162

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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

- Minister’s Letter of Appreciation
- Justice of the Peace (JP) and Constable Redistricting Plan

**DATE(s) TO REMEMBER**

Wednesday, July 4, 2001 Independence Day Holiday
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director

DATE: June 26, 2001

SUBJECT: SUBCONTRACTS WITH THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS, RHEA SUMPTER, AND UNIVERSITY OF CINCINNATI.

BACKGROUND

On March 27, 2001, the Commissioners Court authorized Grant #R30/CCR618393-02 of the Health Services Agreement with the Centers for Disease Control and Prevention that includes subcontracting with the University of Texas Southwestern Medical Center at Dallas, Rhea Sumpter, and University of Cincinnati for supplemental training, model clinics, and continuing medical and nursing education certifications in the STD/HIV Prevention Training Center Program. The University of Texas Southwestern Medical Center at Dallas will conduct three (3) comprehensive STD clinician courses; two (2) intensive STD clinician course, two (2) STD laboratory methods course, four (4) quarterly seminars, and one (1) STD clinician update. Rhea Sumpter will instruct in the STD Clinician Training Course - Comprehensive, instruct in the STD Clinician Training Course - Intensive, instruct in the Lab Methods Course, and provide all preparatory work involved with conducting the above-named courses. The University of Cincinnati will conduct three (3) STD Clinician Training Courses - Comprehensive, and two (2) STD Clinician Training Course- Intensive.

IMPACT ON OPERATIONS

This subcontract with the University of Texas Southwestern Medical Center at Dallas, Rhea Sumpter, and the University of Cincinnati will have no impact on operations.

LEGAL CONSIDERATIONS

The County Judge is required to sign the subcontracts after approval by the Commissioners Court. The District Attorney's Office, Civil Section has reviewed and modified the contract contents, and the contracts has been approved as to form.
FINANCIAL CONSIDERATIONS

The University of Texas Southwestern Medical Center at Dallas will present a bill for payment by the 10th day of each month based on 1/12 (one/twelfth) of the total authorized funds. The budget for this contract is $94,970 for salaries and benefits, $4,000 for travel, $5,000 for STD update for clinicians, $3,000 for General Administrative Supplies, and $8,558 for indirect costs for a total of $115,528. The University of Cincinnati and Rhea Sumpter will be utilized for contracts not to exceed $3,525.00.

PROJECT SCHEDULE

These subcontracts are effective April 1, 2001, and shall terminate March 31, 2002.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the subcontracts with the University of Texas Southwestern Medical Center at Dallas, Rhea Sumpter, and the University of Cincinnati, and authorizes the County Judge to sign the agreements on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

attachments

c: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Ryan Brown, Acting Budget Officer
PERSONAL SERVICES CONTRACT

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(DALLAS COUNTY)

And

RHEA SUMPTER
(CONTRACTOR)

WHEREAS, The County of Dallas has need for a qualified individual to instruct the STD/HIV Prevention Training Center courses; and

WHEREAS, Rhea Sumpter (M.D., Ph.D. Fellow), Department of Microbiology, UT Southwestern Medical Center at Dallas, 5323 Harry Hines Boulevard, Dallas Texas 75390-9048, is qualified and has agreed to provide such services.

IT IS HEREBY AGREED that the following Contract for Services will apply:

I.

CONTRACTING PARTIES

This Contract and Agreement is entered into by and between the County of Dallas and Contractor.

II.

SERVICES TO BE PROVIDED

Contractor shall perform the following tasks as requested/directed by County:

1. Instruct in the STD Clinician Training Course - Comprehensive;
2. Instruct in the STD Clinician Training Course - Intensive;
3. Instruct in the Lab Methods Course; and,
4. Provide all preparatory work involved with conducting the above-named courses.
III.

TERM OF CONTRACT

This Contract shall be in effect from April 1, 2001 through March 31, 2002, unless terminated without cause by either party upon thirty (30) days written notice to the other party.

IV.

NOT TO EXCEED AMOUNT

Notwithstanding any provision contained in this Contract, County’s obligation to Contractor shall not exceed the total sum of one thousand twenty-five dollars ($1,025.00) without prior written modification or amendment to this Contract approved by formal Dallas County Commissioners Court Order.

V.

PAYMENT FOR SERVICES

The County of Dallas shall pay for the following services: (i) three comprehensive courses at $437.50; (ii) two intensive courses at $325.00; and (iii) two lab methods course at $262.50 within thirty (30) days of receipt of verified and proper billing from Contractor.

VI.

FUNDING SOURCE

Budget 176, Expense Code #05590, entitled “Other Professional Fees,” will provide the funding for this Contract.

VII.

CONTINGENCIES

Any payment under this Contract shall be contingent upon receipt of funds from the Centers for Disease Control and Prevention.
VIII. CONFIDENTIALITY

Contractor agrees to adhere to all confidentiality requirements, including but not limited to the Texas Department of Health HIV/AIDS Workplace Guidelines, the Texas Department of Health HIV/Services Grant Program Rules, requirements for contents of AIDS-related written materials, and further agrees that Contractor will not engage in activities that advocate or promote the violation of State or Federal Laws.

IX. CERTIFICATION

Under Section 231.006, Texas Family Code, Contractor certifies to Dallas County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

X. ASSURANCES

Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Contract.

Contractor assures that no funds under this Contract will be used to employ or compensate any recipient of services under the program.

XI. APPLICABLE LAW

The Contract is expressly made subject to Dallas County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable State of Texas and Federal laws. This
Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XII.

SEVERABILITY

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

XIII.

AGENCY

The County of Dallas and Contractor agree and acknowledge that each entity is not an agent of the other entity and that each entity 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.

XIV.

AMENDMENT

This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.

XV.

TERMINATION

This Contract may be terminated by either party for any reason at any time by giving thirty (30) days prior written notice to the other party.
NOTICE

Any notice or certification provided for in this Contract to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To COUNTY:

County of Dallas
Director of Health and Human Services
2377 Stemmons Freeway
Suite 600
Dallas County, Texas 75207-2710

To CONTRACTOR:

Rhea Sumpter
Department of Microbiology
UT Southwestern Medical Center at Dallas
5323 Harry Hines Boulevard
Dallas, Texas 75390-9048

By their signatures below, the duly authorized representatives of the County of Dallas and Contractor accept the terms of this Contract in full.

EXECUTED THIS _______ day of ________________________, 2001.

FOR: COUNTY OF DALLAS

BY: Lee F. Jackson
    Dallas County Judge

BY: Betty Culbreath-Lister
    Director of Health and Human Services

APPROVED AS TO FORM:

BY: John B. Dahill
    Advisory Chief Civil Section
    Assistant District Attorney

FOR: CONTRACTOR

BY: Rhea Sumpter
PROFESSIONAL SERVICES CONTRACT

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(DALLAS COUNTY)

And

THE UNIVERSITY OF CINCINNATI
(CONTRACTOR)

WHEREAS, The County of Dallas has need for a qualified individual to instruct the STD/HIV Prevention Training Center courses: and

WHEREAS, John R. Kues, Ph.D., Assistant Dean for Continuing Medical Education, University of Cincinnati, Office of Continuing Medical Education, Post Office Box 670567, Cincinnati, Ohio 45267-0567 is qualified and has agreed to provide such services on behalf of the University of Cincinnati.

IT IS HEREBY AGREED that the following Contract for Services will apply:

I.

CONTRACTING PARTIES

This Contract and Agreement is entered into by and between the County of Dallas and Contractor.

II.

SERVICES TO BE PROVIDED

Contractor shall perform continuing medical education credit and continuing education units for the following:

1. Three STD Clinician Training Courses - Comprehensive; and
2. Two STD Clinician Training Courses - Intensive;
III.

TERM OF CONTRACT

This Contract shall be in effect from April 1, 2001, through March 31, 2002, unless terminated without cause by either party upon thirty (30) days written notice to the other party.

IV.

NOT TO EXCEED AMOUNT

Notwithstanding any provision contained in this Contract, County’s obligation to Contractor shall not exceed the total sum of two thousand five hundred dollars ($2,500.00) without prior written modification or amendment to this Contract approved by formal Dallas County Commissioners Court Order.

V.

PAYMENT FOR SERVICES

The County of Dallas shall pay for the following services: (i) three comprehensive courses at $1,500.00; and (ii) two intensive courses at $1,000.00 within thirty (30) days of receipt of verified and proper billing from Contractor.

VI.

FUNDING SOURCE

Budget 176, Expense Code #05590, entitled “Other Professional Fees,” will provide the funding for this Contract.

VII.

CONTINGENCIES

Any payment under this Contract shall be contingent upon receipt of funds from the Centers for Disease Control and Prevention.
12 VIII.

CONFIDENTIALITY

Contractor agrees to adhere to all confidentiality requirements, including but not limited to the Texas Department of Health HIV/AIDS Workplace Guidelines, the Texas Department of Health HIV/Services Grant Program Rules, requirements for contents of AIDS-related written materials, and further agrees that Contractor will not engage in activities that advocate or promote the violation of State or Federal Laws.

IX.

ASSURANCES

Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Contract.

Contractor assures that no funds under this Contract will be used to employ or compensate any recipient of services under the program.

X.

SEVERABILITY

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

XI.

AGENCY

The County of Dallas and Contractor agree and acknowledge that each entity is not an agent of the other entity and that each entity 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.
XII. 13

AMENDMENT

This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.

XIII.

TERMINATION

This Contract may be terminated by either party for any reason at any time by giving thirty (30) days prior written notice to the other party.

XIV.

NOTICE

Any notice or certification provided for in this Contract to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To COUNTY:

County of Dallas
Director of Health and Human Services
2377 Stemmons Freeway
Suite 600
Dallas County, Texas 75207-2710

To CONTRACTOR:

University of Cincinnati
John R. Kues, Ph.D.
Assistant Dean for Continuing Medical Education
Office of Continuing Medical Education
Post Office Box 670567
Cincinnati, Ohio 45267-0567
By their signatures below, the duly authorized representatives of the County of Dallas and Contractor accept the terms of this Contract in full.

EXECUTED THIS ________ day of _______________________, 2001.

FOR: COUNTY OF DALLAS

BY: Lee F. Jackson
    Dallas County Judge

BY: Betty Culbreath-Lister
    Director of Health and Human Services

APPROVED AS TO FORM:

BY: John B. Dahill
    Advisory Chief Civil Section
    Assistant District Attorney

FOR: CONTRACTOR

BY:
STATE OF TEXAS § STD TRAINING PROGRAM
COUNTY OF DALLAS § BETWEEN THE DALLAS COUNTY
§ HEALTH AND HUMAN SERVICES
§ DEPARTMENT AND THE
§ UNIVERSITY OF TEXAS
§ SOUTHWESTERN MEDICAL
§ CENTER AT DALLAS

I.

CONTRACTING PARTIES

This Contract is entered into by and between the agencies shown below as contracting parties, pursuant to the authority granted and in compliance with the authorization of the Commissioners Court.

The RECEIVING AGENCY: THE DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
The PERFORMING AGENCY: THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

II.

STATEMENT OF SERVICES TO BE PERFORMED

During the term of this Contract, the PERFORMING AGENCY will conduct the following:
(i) three comprehensive STD clinician courses; (ii) two intensive STD clinician courses; (iii) two STD laboratory methods courses; (iv) four quarterly seminars; and (v) one STD clinician update.

Instruction shall be conducted using the following methods: formal lectures; class discussions, audiovisual presentations; clinical and laboratory and practicum; medical student rotation; and videotape/CD distance learning production. Senior medical students and internal medicine fellows will rotate through the Dallas County STD Clinic.
PERFORMING AGENCY will benefit Dallas County and Region VI of the United States Public Health Service by providing approximately three hundred twenty-six (326) clients with the aforementioned services.

III.

DEFINITIONS

(i) Comprehensive Course: a two-week, eighty-hour course limited to a maximum of eight students per course.

(ii) Intensive Course: a one-week, forty-hour course limited to a maximum of eight students per course.

(iii) Laboratory Methods Course: a twenty-four hour course limited to eight students per course.

(iv) Quarterly Seminars: one hour courses offered to private and public providers.

IV.

CONTINGENCIES

Participation in the aforementioned courses is contingent upon the approval of the RECEIVING AGENCY'S STD/HIV Prevention Training Center Program Manager.

V.

BASIS FOR CALCULATING REIMBURSABLE COSTS

By the 10th day of each month, PERFORMING AGENCY shall present a bill for payment based upon 1/12 (one/twelfth) of the total funds authorized under this Project as set forth below:
RECEIVING AGENCY shall compensate PERFORMING AGENCY within thirty (30) days of receipt of a properly documented invoice from PERFORMING AGENCY to be submitted on a monthly basis. A statement of work accomplished shall accompany each invoice.

VI.

NOT TO EXCEED AMOUNT

Notwithstanding any provision contained in this Contract, RECEIVING AGENCY’S obligation to PERFORMING AGENCY shall not exceed the total sum of one hundred fifteen thousand five hundred twenty-eight dollars and no 00/100 ($115,528.00) without prior written modification or amendment to this Contract approved by formal Dallas County Commissioners Court Order.

VII.

TERM OF CONTRACT

The Contract shall begin April 1, 2001 and will terminate March 31, 2002.

VIII.

AGENCY

The RECEIVING AGENCY and the PERFORMING AGENCY agree and acknowledge that each entity is not an agent of the other entity and that each entity 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.

IX.

APPLICABLE LAW

This Contract is expressly made subject to RECEIVING AGENCY’S Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable State of Texas and Federal laws. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

X.

SEVERABILITY

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

XI.

AMENDMENT

This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.

XII.

FORMAL COURT APPROVAL

This Contract is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.
By their signatures below, the duly authorized representatives of the RECEIVING AGENCY and the PERFORMING AGENCY accept the terms of this Contract in full.

EXECUTED THIS _____ day of ______________________, 2001.

RECEIVING AGENCY:

DALLAS COUNTY HEALTH AND HUMAN SERVICES

BY:

COUNTY OF DALLAS:

BY: Lee F. Jackson
County Judge

APPROVED AS TO FORM:

BY: John B. Dahill
Advisory Chief Civil Section
Assistant District Attorney

PERFORMING AGENCY:

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

BY:
TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director
Health and Human Services Department

DATE: July 3, 2001

SUBJECT: DCHHS HOUSING AGENCY ANNUAL PUBLIC HOUSING PLAN FOR FY'2001

BACKGROUND

Dallas County Department of Health and Human Services Housing Agency (DCHHS Housing Agency) is required by the U.S. Department of Housing and Urban Development (HUD), per Section 511 of the Quality Housing and Work Responsibility Act of 1998, to submit an annual plan for FY2001.

DCHHS has prepared this Annual PHA Plan in compliance with Section 511 and ensuing HUD requirements. The annual plan provides information about the agency's immediate operations, program participants, programs and services, and the agency's strategy for addressing operational concerns, clients' concerns and needs.

A public notice will be published in the Dallas Morning News stating that the DCHHS annual plan for FY2001 is available for inspection by the public June 27 - July 3, 2001, Monday through Friday, 8:00 a.m. to 5:00 p.m. at the Dallas County Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 700, Dallas, Texas 75207.

IMPACT ON OPERATIONS

There is no impact on operations.

LEGAL CONSIDERATIONS

The County Judge is required to sign the plan after approval by the Commissioners Court.

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1870
Suite 600 LB-12 FAX (214) 819-2835
FINANCIAL IMPACT

There is no financial impact to Dallas County.

RECOMMENDATION

It is recommended that the Commissioners Court does hereby approve the Dallas County Department of Health and Human Services Housing Agency submission of the annual public housing plan for FY2001 to HUD.

Recommended by: Betty Culbreath-Lister, Director

To: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Ryan Brown, Acting Budget Officer
PHA Plans
5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2001
PHA Plan
Agency Identification

PHA Name: Dallas County Housing Agency
PHA Number: TX559
PHA Fiscal Year Beginning: October 2001

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)
☑ Main administrative office of the PHA
   Dallas County Health and Human Services
   Housing Division
   2377 North Stemmons Freeway, Suite 700
   Dallas, Texas 75207

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)
☑ Main administrative office of the PHA
   Dallas County Health and Human Services
   Housing Division
   2377 North Stemmons Freeway, Suite 700
   Dallas, Texas 75207

PHA Plan Supporting Documents are available for inspection at: (select all that apply)
☑ Main administrative office of the PHA
   Dallas County Health and Human Services
   Housing Division
   2377 North Stemmons Freeway, Suite 700
   Dallas, Texas 75207
A. Mission

The mission of Dallas County Housing Agency is to provide the low and moderate income citizenry of Dallas County an opportunity to access decent, safe and sanitary housing at an affordable cost. The County is committed to addressing the needs of both renters and homeowners while providing good stewardship of public resources and confidence. In doing so, the County will promote affordable quality housing through a comprehensive multiple programs approach involving community input, education, assessment, counseling, referrals, financial assistance and the enforcement of regulations and standards.

B. Goals

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☑ PHA Goal: Expand the supply of assisted housing
Objectives:
• Apply for additional rental vouchers:
• Leverage private or other public funds to create additional housing opportunities:
• Increase voucher utilization percentage.

☑ PHA Goal: Improve the quality of assisted housing
Objectives:
• Improve voucher management: (SEMAP score)
• Increase customer satisfaction:
• Concentrate on efforts to improve specific management functions:
  • Program unit inspections
  • Enforcement of Housing Quality Standards (HQS)
• Provide replacement vouchers.

☑ PHA Goal: Increase assisted housing choices
Objectives:
• Provide voucher mobility counseling:
• Conduct outreach efforts to potential voucher landlords:
• Increase voucher payment standards, when deemed necessary:
• Implement voucher homeownership program.
HUD Strategic Goal: Improve community quality of life and economic vitality

PHA Goal: Provide an improved living environment
Objectives:
• Implement measures to deconcentrate poverty by encouraging program participation of property owners from all sectors of the County:
• Implement measures to promote income mixing by assuring access for lower income families into higher income developments in all sectors of the County.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
• Increase the number and percentage of employed persons in assisted families:
• Provide or attract supportive services to improve assistance recipients' employability:
• Provide or attract supportive services to increase independence for the elderly or families with disabilities.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
• Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability:
• Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability:
• Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.
Annual PHA Plan
PHA Fiscal Year 2001
[24 CFR Part 903.7]

i. Annual Plan Type:

☒ Standard Plan

Streamlined Plan:
  • Administering Section 8 Only

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]

Dallas County Housing Agency has prepared this Annual PHA Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) and the ensuring HUD requirements. The Annual Plan provides information about the agency’s immediate operations, program participants, programs and services, and the agency’s strategy for addressing operational concerns, clients’ and needs.

The mission of Dallas County Housing Agency is to provide the low and moderate income citizenry of Dallas County an opportunity to access decent, safe and sanitary housing at an affordable cost. The County is committed to addressing the needs of both renters and homeowners while providing good stewardship of public resources and confidence. In doing so, the County will promote affordable quality housing through a comprehensive multiple programs approach involving community input, education, assessment, counseling, referrals, financial assistance and the enforcement of regulations and standards.

In concert with the Dallas County Five-Year Consolidated Plan, The Dallas County Housing Agency has five priority housing needs:
  • Increase home ownership for low and moderate income first time home buyers:
  • Decrease substandard rental housing:
  • Increase rental assistance to low and moderate income households:
  • Increase the level of affordable housing, and:
  • Increase affordable housing units for the elderly.

In addition, other important challenges to be met by the Agency are:
  • Compliance with the regulatory requirements of SEMAP, and:
  • To understand and take advantage of opportunities in the new laws and regulations to better serve our clients and the community.
This Annual PHA Plan exemplifies the commitment of the Dallas County Housing Agency to meet the housing needs of the low-income residents. The Agency, in partnership with agencies from all levels of government, the business community and residents will use this plan as a guide to improve the quality of life for Dallas County residents.

iii. Annual Plan Table of Contents
[24 CFR Part 903.7 (r)]

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Attachments
• PHA Management Organizational Chart
• Certifications
  • Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan
  • Certification for a Drug-Free Workplace
  • PHA Certifications of Compliance with the PHA Plans and Related Regulations
  • Fair Housing Certification
• Audit (available for review at Main Office)
• Five-Year Consolidated Plan (available for review at Main Office)
• CHAS Tables
## Supporting Documents Available for Review

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<td>PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations</td>
<td>5 Year and Annual Plans</td>
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<td>State/Local Government Certification of Consistency with the Consolidated Plan</td>
<td>5 Year and Annual Plans</td>
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<td>Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.</td>
<td>5 Year and Annual Plans</td>
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<td>Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction</td>
<td>Annual Plan: Housing Needs</td>
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<td>Most recent board-approved operating budget for the public housing program</td>
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<td>Public Housing Admissions and (Continued) Occupancy Policy (A&amp;O), which includes the Tenant Selection and Assignment Plan [TSAP]</td>
<td>Annual Plan: Eligibility, Selection, and Admissions Policies</td>
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<td>Annual Plan: Eligibility, Selection, and Admissions Policies</td>
</tr>
<tr>
<td></td>
<td>Public Housing Deconcentration and Income Mixing Documentation:</td>
<td>Annual Plan: Eligibility, Selection, and Admissions Policies</td>
</tr>
<tr>
<td></td>
<td>1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 Quality Housing and Work Responsibility Act Initial Guidance; Notice and any further HUD guidance) and Documentation of the required deconcentration and income mixing analysis</td>
<td>Annual Plan: Eligibility, Selection, and Admissions Policies</td>
</tr>
<tr>
<td></td>
<td>2. Public housing rent determination policies, including the methodology for setting public housing flat rents</td>
<td>Annual Plan: Rent Determination</td>
</tr>
<tr>
<td></td>
<td>☐ check here if included in the public housing A &amp; O Policy</td>
<td>Annual Plan: Rent Determination</td>
</tr>
<tr>
<td></td>
<td>Schedule of flat rents offered at each public housing development</td>
<td>Annual Plan: Rent Determination</td>
</tr>
<tr>
<td></td>
<td>☐ check here if included in the public housing A &amp; O Policy</td>
<td>Annual Plan: Rent</td>
</tr>
<tr>
<td>X</td>
<td>Section 8 rent determination (payment standard) policies</td>
<td>Annual Plan: Rent</td>
</tr>
<tr>
<td>Applicable &amp; On Display</td>
<td>Supporting Document</td>
<td>Applicable Plan Component</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>✗ check here if included in Section 8 Administrative Plan</td>
<td>Determination</td>
</tr>
<tr>
<td></td>
<td>Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)</td>
<td>Annual Plan: Operations and Maintenance</td>
</tr>
<tr>
<td></td>
<td>Public housing grievance procedures</td>
<td>Annual Plan: Grievance Procedures</td>
</tr>
<tr>
<td></td>
<td>Section 8 informal review and hearing procedures</td>
<td>Annual Plan: Grievance Procedures</td>
</tr>
<tr>
<td>X</td>
<td>The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year</td>
<td>Annual Plan: Capital Needs</td>
</tr>
<tr>
<td></td>
<td>Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant</td>
<td>Annual Plan: Capital Needs</td>
</tr>
<tr>
<td></td>
<td>Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)</td>
<td>Annual Plan: Capital Needs</td>
</tr>
<tr>
<td></td>
<td>Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing</td>
<td>Annual Plan: Capital Needs</td>
</tr>
<tr>
<td></td>
<td>Approved or submitted applications for demolition and/or disposition of public housing</td>
<td>Annual Plan: Demolition and Disposition</td>
</tr>
<tr>
<td></td>
<td>Approved or submitted applications for designation of public housing (Designated Housing Plans)</td>
<td>Annual Plan: Designation of Public Housing</td>
</tr>
<tr>
<td></td>
<td>Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act</td>
<td>Annual Plan: Conversion of Public Housing</td>
</tr>
<tr>
<td></td>
<td>Approved or submitted public housing homeownership programs/plans</td>
<td>Annual Plan: Homeownership</td>
</tr>
<tr>
<td>X</td>
<td>Policies governing any Section 8 Homeownership program</td>
<td>Annual Plan: Homeownership</td>
</tr>
<tr>
<td></td>
<td>Any cooperative agreement between the PHA and the TANF agency</td>
<td>Annual Plan: Community Service &amp; Self-Sufficiency</td>
</tr>
<tr>
<td>X</td>
<td>FSS Action Plan/s for public housing and/or Section 8</td>
<td>Annual Plan: Community Service &amp; Self-Sufficiency</td>
</tr>
<tr>
<td></td>
<td>Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports</td>
<td>Annual Plan: Community Service &amp; Self-Sufficiency</td>
</tr>
<tr>
<td></td>
<td>The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHEDEP application (PHEDEP Plan)</td>
<td>Annual Plan: Safety and Crime Prevention</td>
</tr>
<tr>
<td>X</td>
<td>The most recent fiscal year audit of the PHA conducted</td>
<td>Annual Plan: Annual Audit</td>
</tr>
</tbody>
</table>
List of Supporting Documents Available for Review

<table>
<thead>
<tr>
<th>Applicable &amp; On Display</th>
<th>Supporting Document</th>
<th>Applicable Plan Component</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Troubled PHAs: MOA/Recovery Plan</td>
<td>Troubled PHAs</td>
</tr>
<tr>
<td></td>
<td>Other supporting documents (optional)</td>
<td>(specify as needed)</td>
</tr>
<tr>
<td></td>
<td>(list individually; use as many lines as necessary)</td>
<td></td>
</tr>
</tbody>
</table>

1. Statement of Housing Needs
[24 CFR Part 903.79 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

<table>
<thead>
<tr>
<th>Family Type</th>
<th>Overall</th>
<th>Affordability</th>
<th>Supply</th>
<th>Quality</th>
<th>Accessibility</th>
<th>Size</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income &lt;= 30% of AMI</td>
<td>60,274</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Income &gt;30% but &lt;=50% of AMI</td>
<td>49,990</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Income &gt;50% but &lt;80% of AMI</td>
<td>81,550</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Elderly</td>
<td>20,793</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Families with Disabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Race/Ethnicity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Race/Ethnicity</td>
<td></td>
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<tr>
<td>Race/Ethnicity</td>
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<td></td>
</tr>
<tr>
<td>Race/Ethnicity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdictions
  Indicate year: 2000-2005
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") data set.

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### B. Housing Needs of Families on the Public Housing and Section 8 Tenant-Based Assistance Waiting Lists

#### Housing Needs of Families on the Waiting List

<table>
<thead>
<tr>
<th>Waiting list type: (select one)</th>
<th># of families</th>
<th>% of total families</th>
<th>Annual Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Section 8 tenant-based assistance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waiting list total</td>
<td>1,500*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extremely low income &lt;=30% AMI</td>
<td>1,350*</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td>Very low income (&gt;30% but &lt;=50% AMI)</td>
<td>120*</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>Low income (&gt;50% but &lt;80% AMI)</td>
<td>30*</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>Families with children</td>
<td>1,275*</td>
<td>85%</td>
<td></td>
</tr>
<tr>
<td>Elderly families</td>
<td>150*</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Families with Disabilities</td>
<td>150*</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Race/ethnicity (Black Non-Hispanic)</td>
<td>1,200*</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Race/ethnicity (White Non-Hispanic)</td>
<td>60*</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>Race/ethnicity (Hispanic Non-White)</td>
<td>225*</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Race/ethnicity (Others)</td>
<td>15*</td>
<td>1%</td>
<td></td>
</tr>
</tbody>
</table>

*Numbers are projections. The Agency’s initial waiting list was completed in June 2001. Due to issues of the initial waiting list, the list was completely addressed prior to any additions to the list. The waiting list will be open in July 2001 and a minimum of 1500 families/persons will be added to the waiting list.*

#### Characteristics by Bedroom Size (Public Housing Only)

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td></td>
</tr>
<tr>
<td>2 BR</td>
<td></td>
</tr>
</tbody>
</table>
### Housing Needs of Families on the Waiting List

<table>
<thead>
<tr>
<th>BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
<th>5+ BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the waiting list closed (select one)?</td>
<td>☒ No</td>
<td>☐ Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If yes:
- How long has it been closed (# of months)?
- Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
- Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

### C. Strategy for Addressing Needs

(1) Strategies

**Need:** Shortage of affordable housing for all eligible populations

**Strategy 1.** Maximize the number of affordable units available to the PHA within its current resources by:

- Reduce turnover time for voucher re-issuance:
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction:
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required:
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration:
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program:
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies.

**Strategy 2:** Increase the number of affordable housing units by:

- Apply for additional section 8 units should they become available
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30% of AMI
Select all that apply

- Employ rent policies to support and encourage work
- Explore admissions preferences aimed at families who are working

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

- Employ rent policies to support and encourage work
- Explore admissions preferences aimed at families who are working

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

- Adopt admissions preferences for elderly families
- Apply for special-purpose vouchers targeted to the elderly, should they become available

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

- Adopt admissions preferences for persons and families with disabilities
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
Strategy 2: Conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies
Of the factors listed below, select all that influenced the PHA’s selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups

2. Statement of Financial Resources
[24 CFR Part 903.79 (b)]

<table>
<thead>
<tr>
<th>Financial Resources: Planned Sources and Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sources</td>
</tr>
<tr>
<td>1. Federal Grants (FY 2001 grants)</td>
</tr>
<tr>
<td>a) Public Housing Operating Fund</td>
</tr>
<tr>
<td>b) Public Housing Capital Fund</td>
</tr>
<tr>
<td>c) HOPE VI Revitalization</td>
</tr>
<tr>
<td>d) HOPE VI Demolition</td>
</tr>
<tr>
<td>e) Annual Contributions for Section 8 Tenant-Based Assistance</td>
</tr>
<tr>
<td>f) Public Housing Drug Elimination Program (including any Technical Assistance funds)</td>
</tr>
</tbody>
</table>
### Financial Resources: Planned Sources and Uses

<table>
<thead>
<tr>
<th>Sources</th>
<th>Planned $</th>
<th>Planned Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>g) Resident Opportunity and Self-Sufficiency Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h) Community Development Block Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) HOME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Federal Grants (list below)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Prior Year Federal Grants (unobligated funds only) (list below)

3. Public Housing Dwelling Rental Income

4. Other income (list below)

4. Non-federal sources (list below)

Total resources $22,530,725

---

3. **PHA Policies Governing Eligibility, Selection, and Admissions**
[24 CFR Part 903.79 (c)]

**A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.
B. Section 8

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
   • Criminal or drug-related activity only to the extent required by law or regulation

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
   ☒ Other (describe below)
   • Rental History
   • Current address, as shown in housing records
   • Name and address of current landlord
   • Name and address of previous landlord

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
   • None

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
   • PHA main administrative office
     Dallas County Health and Human Services
     Housing Division
     2377 North Stemmons Freeway, Suite 700
     Dallas, Texas  75207
(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:
- Degree to which the family has made an effort to find acceptable housing by contacting landlords, real estate companies, etc.;
- Support services and other assistance requested and provided;
- Families participation in briefing sessions and other program educational opportunities;
- Extenuating circumstances, such as hospitalization, family emergencies, etc., which affects a family’s ability to locate acceptable housing during the first 60-day period but are not expected to affect their search during the additional period, if granted;
- Whether the family’s size or need for barrier-free housing has affected their success in finding acceptable housing within the initial 60-day period, and;
- Whether the family has submitted any previous Request for Lease Approval which, although not approvable, has demonstrated their efforts to locate housing.

(4) Admissions Preferences

a. Income targeting

☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose section 8 assistance programs)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

   Former Federal preferences
   - Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

   Other preferences (select all that apply)
   - Elderly households
3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

1. Date and Time

Former Federal preferences
2. Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Other preferences (select all that apply)
1. Elderly households
2. Households with disable family member(s)
3. Residents who live and/or work in Dallas County jurisdiction

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
   • Date and time of application

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)
   • The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)
   • Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
   • The Section 8 Administrative Plan
   • Briefing sessions
b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
   • Through published notices

4. PHA Rent Determination Policies
   [24 CFR Part 903.79 (d)]

A. Public Housing
   Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA’s payment standard? (select the category that best describes your standard)
   • 100% of FMR

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)
   • Not Applicable

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)
   • Not Applicable

d. How often are payment standards reevaluated for adequacy? (select one)
   • Annually

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
   • Success rates of assisted families
   • Rent burdens of assisted families

(2) Minimum Rent

a. What amount best reflects the PHA’s minimum rent? (select one)
   □ $0
   □ $1-$25
   □ $26-$50
b. □ Yes □ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (If yes, list below)

5. Operations and Management
[24 CFR Part 903.7 9 (e)]

A. PHA Management Structure
- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

Dallas County Housing Agency is located within the Housing Division of Dallas County Health and Human Services Department. The County Commissioner’s Court serves as the governing body. The Housing Administrator is responsible for the day to day operations and reports to the Assistant Director of Housing. The Assistant Director of Housing oversees all housing related programs and reports to the Deputy Director who in turn reports to the Director of the Department.

B. HUD Programs Under PHA Management

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Units or Families Served at Year Beginning</th>
<th>Expected Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Housing</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Section 8 Vouchers</td>
<td>3433</td>
<td>500</td>
</tr>
<tr>
<td>Section 8 Certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 8 Mod Rehab</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Special Purpose Section 8 Certificates/Vouchers</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>(list individually)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Housing Drug Elimination Program (PHDEP)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Other Federal Programs (list individually)</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

FY 2001 Annual Plan Page 15
C. Management and Maintenance Policies
   (1) Public Housing Maintenance and Management: (list below)
       • Not Applicable
   (2) Section 8 Management: (list below)
       • Section 8 Administrative Plan
       • Section 8 Briefing Package
       • Section 8 Landlord Briefing Package

6. PHA Grievance Procedures
   [24 CFR Part 903.79 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

B. Section 8 Tenant-Based Assistance
   1. ☒ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

      If yes, list additions to federal requirements below:

   2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
      • PHA main administrative office
        Dallas County Health and Human Services
        Housing Division
        2377 North Stemmons Freeway, Suite 700
        Dallas, Texas 75207
7. Capital Improvement Needs

[24 CFR Part 903.79 (g)]
Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

8. Demolition and Disposition

[24 CFR Part 903.79 (h)]
Applicability of component 8: Section 8 only PHAs are not required to complete this section.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.79 (i)]
Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.79 (j)]
Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.79 (k)]

A. Public Housing
Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

B. Section 8 Tenant Based Assistance

1. Yes ☒ No ☐: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. High performing PHAs may skip to component 12.)

2. Program Description:
   a. Size of Program
      Yes ☒ No ☐: Will the PHA limit the number of families participating in the section 8 homeownership option?
If the answer to the question above was yes, which statement best describes the number of participants? (select one)
- 25 or fewer participants

b. PHA-established eligibility criteria
☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs
[24 CFR Part 903.7 9 (l)]
Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:
☐ Yes ☒ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?
If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)
- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies
Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)
- Section 8 admissions policies
- Preference/eligibility for section 8 homeownership option participation

b. Economic and Social self-sufficiency programs

☑ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

<table>
<thead>
<tr>
<th>Services and Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Name &amp; Description (including location, if appropriate)</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>Child Care Assistance</td>
</tr>
<tr>
<td>Budget Management Training</td>
</tr>
<tr>
<td>Career Exploration &amp; Job Training</td>
</tr>
<tr>
<td>GED Preparation</td>
</tr>
<tr>
<td>Life Skills/Parenting Training</td>
</tr>
<tr>
<td>Home Ownership Preparation</td>
</tr>
<tr>
<td>Nutritional Education</td>
</tr>
<tr>
<td>Crime Prevention/Personal Safety</td>
</tr>
<tr>
<td>Case Management</td>
</tr>
</tbody>
</table>
(2) Family Self Sufficiency program/s

a. Participation Description

<table>
<thead>
<tr>
<th>Program</th>
<th>Required Number of Participants (as of 01/07/01)</th>
<th>Actual Number of Participants (as of 01/07/01)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Housing</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Section 8</td>
<td>27</td>
<td>27</td>
</tr>
</tbody>
</table>

b. Yes ☐ No ☒: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size? If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
   - Adopting appropriate changes to the PHA’s public housing rent determination policies and train staff to carry out those policies
   - Informing residents of new policy on admission and reexamination
   - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
   - Establishing a protocol for exchange of information with all appropriate TANF agencies

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937
13. PHA Safety and Crime Prevention Measures

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

14. RESERVED FOR PET POLICY

15. Civil Rights Certifications

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

1. Yes □ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
   (If no, skip to component 17.)
2. Yes □ No: Was the most recent fiscal audit submitted to HUD?
3. Yes □ No: Were there any findings as the result of that audit?
4. Yes □ No: If there were any findings, do any remain unresolved?
   If yes, how many unresolved findings remain?
5. □ Yes □ No: Have responses to any unresolved findings been submitted to HUD? Not Applicable
   If not, when are they due (state below)?

17. PHA Asset Management

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

18. Other Information
A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA MUST select one)
   ☒ Provided below:
   • Resident Advisory Board concurs with Plan as presented.

3. In what manner did the PHA address those comments? (select all that apply)
   ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
   ☒ The PHA changed portions of the PHA Plan in response to comments
     List changes below:
   ☒ Other: (list below)
     • No negative issues to address

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☒ Yes ☐ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

   a. Nomination of candidates for place on the ballot: (select all that apply)
      ☐ Candidates were nominated by resident and assisted family organizations
      ☐ Candidates could be nominated by any adult recipient of PHA assistance
      ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
      ☐ Other: (describe)

   b. Eligible candidates: (select one)
      ☐ Any recipient of PHA assistance
      ☐ Any head of household receiving PHA assistance
      ☐ Any adult recipient of PHA assistance
      ☐ Any adult member of a resident or assisted family organization
      ☐ Other (list)
c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

C. Statement of Consistency with the Consolidated Plan
For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)
   - Dallas County unincorporated areas and fourteen cities: Balch Springs, Cedar Hill, Cockrell Hill, Glenn Heights, Lancaster, Sachse, University Park, Coppell, Duncanville, Farmers branch, Hutchins, Rowlett, Seagoville, and Wilmer.

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
   - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
   - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
   - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
     - Increase homeownership opportunities for low and moderate income first-time home buyers
     - Increase rental assistance for extremely low and low income renters
     - Increase affordable housing for low income elderly.

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)
   - Strategy to operate a Section 8 program in Dallas County
   - Strategy to provide assistance to low income first-time home buyers

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.
Attachments

Use this section to provide any additional attachments referenced in the Plans.
Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, ________________ Lee F. Jackson ________________ the ________________ County Judge ________________ certify

that the Five Year and Annual PHA Plan of the ________________ Dallas County Housing Agency ________________ is
consistent with the Consolidated Plan of ________________ Dallas County, Texas ________________ prepared
pursuant to 24 CFR Part 91.

________________________________________________________

Signed / Dated by Appropriate State or Local Official
Certification for a Drug-Free Workplace

Applicant Name
Dallas County Housing Agency

Program/Activity Receiving Federal Grant Funding
Section 8 Housing Assistance Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---
   (1) The dangers of drug abuse in the workplace;
   (2) The Applicant’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
   (1) Abide by the terms of the statement, and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d(2), with respect to any employee who is so convicted ---
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official
Betty J. Culbreath-Lister

Signature
X

Title
Director

Date

form HUD-50070D (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & 3
Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year Plan and Annual Plan for PHA fiscal year beginning 10/1/00, hereinafter referred to as the Plan of which this document is a part and make the following certifications and agreements with the Department of Housing Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites, and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.


10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the “Plan Requirements” and “Grantee Performance Requirements” as specified in 24 CFR 761.21 and 761.23 respectively and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:
   • Baseline law enforcement services for public housing developments assisted under the PHDEP plan;
   • Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);
   • Partnership agreement(s) (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;
   • Coordination with other law enforcement efforts;
   • Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and
   • All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.

14. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

15. The PHA will take appropriate affirmative action to award contracts to minority and women’s business enterprises under 24 CFR 5.105(a).

16. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.

17. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

18. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

19. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

20. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

21. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

PHA Certifications of Compliance with the PHA Plans and Related Regulations

12/99

Page 2 of 3
22. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

________________________________________
PHA Name

________________________________________
PHA Number

Signed/Dated by PHA Board Chair or other authorized PHA official
FAIR HOUSING CERTIFICATION

The Dallas County Housing Agency has reviewed its policies and procedures in regards to the compliance of the Fair Housing Act and find no deficiencies. This finding is a result of the following facts:

1. No discrimination was found in the application phase or admissions because of:
   - Race or color
   - National Origin
   - Religion
   - Sex
   - Familial Status
   - Handicap

2. None of the following actions were taken regarding the rental of a unit, based on race, color, national origin, sex, familial status or handicap:
   - Refused to rent a unit
   - Refused to take an application
   - Close to Waiting List
   - Denied a unit
   - Set different terms or conditions for the rental of a unit
   - Provide different housing services or facilities
   - Falsely deny that housing is available
   - Deny anyone access to membership in facility or service related to renting a unit

3. Neither has the Housing Agency:
   - Threatened, coerced, intimidated or interfered with anyone exercising a fair housing right or was assisting others who exercised that right, advertised or made any statement that indicated a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap.

The Dallas County Housing Agency does not and has never discriminated against families in which one or more children less than 18 live with a parent or a person who has legal custody of the child/children, or the designee of the parent or legal custodian. This also applies to pregnant women and anyone securing legal custody of a child less than 18.

I hereby certify that the information stated herein, is true and accurate.

Signature

Date

2377 North Stemmons Freeway, Suite 700, LB-16
Dallas, Texas 75207-2710
### CHAS Table 1C - Black Non-Hispanic Households

<table>
<thead>
<tr>
<th>Name of Jurisdiction: Dallas County, TX</th>
<th>Source of Data CHAS Data Book</th>
<th>Data Current as of: 1990</th>
<th>Total Households</th>
</tr>
</thead>
<tbody>
<tr>
<td>Household by Type, Income, &amp; Housing Problem</td>
<td>Elderly Renters (A)</td>
<td>Small Related (2 to 4) (B)</td>
<td>Large Related (5 or more) (C)</td>
</tr>
<tr>
<td>1. Very Low Income (0 to 50% MFI)</td>
<td>4,288</td>
<td>18,800</td>
<td>5,863</td>
</tr>
<tr>
<td>2. 0 to 30% MFI</td>
<td>3,490</td>
<td>11,742</td>
<td>3,758</td>
</tr>
<tr>
<td>3. % with any housing problems</td>
<td>66%</td>
<td>76%</td>
<td>89%</td>
</tr>
<tr>
<td>4. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6. 31 to 50% MFI</td>
<td>798</td>
<td>7,058</td>
<td>2,103</td>
</tr>
<tr>
<td>7. % with any housing problems</td>
<td>63%</td>
<td>74%</td>
<td>88%</td>
</tr>
<tr>
<td>8. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>9. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Other Low-Income (51 to 80% MFI)</td>
<td>324</td>
<td>9,692</td>
<td>2,081</td>
</tr>
<tr>
<td>11. % with any housing problems</td>
<td>13%</td>
<td>32%</td>
<td>58%</td>
</tr>
<tr>
<td>12. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>13. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>14. Moderate Income (81 to 95% MFI)</td>
<td>49</td>
<td>3,561</td>
<td>629</td>
</tr>
<tr>
<td>15. % with any housing problems</td>
<td>40%</td>
<td>13%</td>
<td>52%</td>
</tr>
<tr>
<td>16. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>17. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>18. Total Households**</td>
<td>4,821</td>
<td>39,355</td>
<td>9,886</td>
</tr>
<tr>
<td>19. % with any housing problems</td>
<td>59%</td>
<td>47%</td>
<td>74%</td>
</tr>
</tbody>
</table>

** Includes all income groups -- including those above 95% MFI

You can get this data by email. Please input your email address: 

12/19/2000 4:54 PM
CHAS Table 1C - White Non-Hispanic Households

<table>
<thead>
<tr>
<th>Name of Jurisdiction: Dallas County, TX</th>
<th>Source of Data CHAS Data Book</th>
<th>Data Current as of: 1990</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Renters</td>
<td>Owners</td>
</tr>
<tr>
<td>Household by Type, Income, &amp; Housing Problem</td>
<td>Elderly 1 &amp; 2 member households</td>
<td>Small Related (2 to 4)</td>
</tr>
<tr>
<td>1. Very Low Income (0 to 50% MFI)</td>
<td>11,111</td>
<td>12,401</td>
</tr>
<tr>
<td>2. 0 to 30% MFI</td>
<td>6,696</td>
<td>5,224</td>
</tr>
<tr>
<td>3. % with any housing problems</td>
<td>61%</td>
<td>83%</td>
</tr>
<tr>
<td>4. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6. 31 to 50% MFI</td>
<td>4,215</td>
<td>7,177</td>
</tr>
<tr>
<td>7. % with any housing problems</td>
<td>75%</td>
<td>81%</td>
</tr>
<tr>
<td>8. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>9. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Other Low Income (51 to 80% MFI)</td>
<td>3,918</td>
<td>15,304</td>
</tr>
<tr>
<td>11. % with any housing problems</td>
<td>46%</td>
<td>39%</td>
</tr>
<tr>
<td>12. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>13. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>14. Moderate Income (81 to 95% MFI)</td>
<td>1,457</td>
<td>7,595</td>
</tr>
<tr>
<td>15. % with any housing problems</td>
<td>27%</td>
<td>13%</td>
</tr>
<tr>
<td>16. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>17. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>18. Total Households**</td>
<td>21,170</td>
<td>67,509</td>
</tr>
<tr>
<td>19. % with any housing problems</td>
<td>48%</td>
<td>28%</td>
</tr>
</tbody>
</table>

** Includes all income groups -- including those above 95% MFI

You can get this data by email. Please input your email address: 

12/19/2000 4:56 PM
### CHAS Table 1C - Hispanic Households

<table>
<thead>
<tr>
<th>Name of Jurisdiction: Dallas County, TX</th>
<th>Source of Data CHAS Data Book</th>
<th>Data Current as of: 1990</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Renters</td>
<td>Owners</td>
</tr>
<tr>
<td>Household by Type, Income, &amp; Housing Problem</td>
<td>Elderly 1 &amp; 2 member households</td>
<td>Small Related (2 to 4)</td>
</tr>
<tr>
<td></td>
<td>(A)</td>
<td>(B)</td>
</tr>
<tr>
<td>1. Very Low Income (0 to 50% MFI)</td>
<td>760</td>
<td>9,634</td>
</tr>
<tr>
<td>2. 0 to 30% MFI</td>
<td>5,66</td>
<td>4,622</td>
</tr>
<tr>
<td>3. % with any housing problems</td>
<td>63%</td>
<td>88%</td>
</tr>
<tr>
<td>4. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6. 31 to 50% MFI</td>
<td>194</td>
<td>5,012</td>
</tr>
<tr>
<td>7. % with any housing problems</td>
<td>81%</td>
<td>78%</td>
</tr>
<tr>
<td>8. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>9. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Other Low-Income (51 to 80% MFI)</td>
<td>142</td>
<td>6,228</td>
</tr>
<tr>
<td>11. % with any housing problems</td>
<td>48%</td>
<td>45%</td>
</tr>
<tr>
<td>12. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>13. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>14. Moderate Income (81 to 95% MFI)</td>
<td>45</td>
<td>1,899</td>
</tr>
<tr>
<td>15. % with any housing problems</td>
<td>26%</td>
<td>32%</td>
</tr>
<tr>
<td>16. % Cost Burden &gt; 30%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>17. % Cost Burden &gt; 50%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>18. Total Households**</td>
<td>1,019</td>
<td>21,619</td>
</tr>
<tr>
<td>19. % with any housing problems</td>
<td>59%</td>
<td>56%</td>
</tr>
</tbody>
</table>

**Includes all income groups -- including those above 95% MFI

You can get this data by email. Please input your email address: _
### CHAS Table 1C - All Households

<table>
<thead>
<tr>
<th>Name of Jurisdiction: Dallas County, TX</th>
<th>Source of Data</th>
<th>Data Current as of: 1990</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Renters</td>
<td>Owners</td>
</tr>
<tr>
<td>Household by Type, Income, &amp; Housing Problem</td>
<td>Elderly 1 &amp; 2 member households</td>
<td>Small Related (2 to 4)</td>
</tr>
<tr>
<td>1. Very Low Income (0 to 50% MFI)</td>
<td>16,371</td>
<td>42,673</td>
</tr>
<tr>
<td>2. 0 to 30% MFI</td>
<td>11,085</td>
<td>22,510</td>
</tr>
<tr>
<td>3. % with any housing problems</td>
<td>63%</td>
<td>80%</td>
</tr>
<tr>
<td>4. % Cost Burden &gt; 30%</td>
<td>62%</td>
<td>76%</td>
</tr>
<tr>
<td>5. % Cost Burden &gt; 50%</td>
<td>44%</td>
<td>60%</td>
</tr>
<tr>
<td>6. 31 to 50% MFI</td>
<td>5,286</td>
<td>20,163</td>
</tr>
<tr>
<td>7. % with any housing problems</td>
<td>74%</td>
<td>77%</td>
</tr>
<tr>
<td>8. % Cost Burden &gt; 30%</td>
<td>73%</td>
<td>69%</td>
</tr>
<tr>
<td>9. % Cost Burden &gt; 50%</td>
<td>25%</td>
<td>12%</td>
</tr>
<tr>
<td>10. Other Low-Income (51 to 80% MFI)</td>
<td>4,422</td>
<td>32,708</td>
</tr>
<tr>
<td>11. % with any housing problems</td>
<td>44%</td>
<td>38%</td>
</tr>
<tr>
<td>12. % Cost Burden &gt; 30%</td>
<td>43%</td>
<td>26%</td>
</tr>
<tr>
<td>13. % Cost Burden &gt; 50%</td>
<td>9%</td>
<td>1%</td>
</tr>
<tr>
<td>14. Moderate Income (81 to 95% MFI)</td>
<td>1,551</td>
<td>13,750</td>
</tr>
<tr>
<td>15. % with any housing problems</td>
<td>27%</td>
<td>17%</td>
</tr>
<tr>
<td>16. % Cost Burden &gt; 30%</td>
<td>26%</td>
<td>7%</td>
</tr>
<tr>
<td>17. % Cost Burden &gt; 50%</td>
<td>6%</td>
<td>0%</td>
</tr>
<tr>
<td>19. % with any housing problems</td>
<td>51%</td>
<td>39%</td>
</tr>
</tbody>
</table>

** Includes all income groups -- including those above 95% MFI

You can get this data by email. Please input your email address: [ ]
TO: Commissioners Court
FROM: Zachary Thompson, Deputy Director
DATE: June 26, 2001
SUBJECT: RATIONALE FOR SAME DAY BRIEFING AND COURT ORDER

The Dallas County Department of Health and Human Services Housing Division will open the Section 8 waiting list on Monday, July 9, 2001. The department is revising the Section 8 administrative plan to give priority to elderly and disable/handicap clients. Therefore, Dallas County Health and Human Services is requesting that the Section 8 administrative revisions briefing and court order be placed on the July 3, 2001, court.

ZT: djb
c: Betty Culbreath-Lister, Director
TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director
Health and Human Services Department

DATE: June 26, 2001

SUBJECT: REVISION OF THE SECTION 8 ADMINISTRATIVE PLAN
(Briefing and Court Order)

BACKGROUND

Dallas County Commissioners' Court approved the Dallas County Health and Human Services revision to the Section 8 Administrative Plan per Court Order No. 99 1658. Dallas County Department of Health and Human Services (DCHHS) is required by the U.S. Department of Housing and Urban Development (HUD), as specified in 24 CFR 982.54 that requires the Housing Agency to revise their administrative plans.

IMPACT ON OPERATIONS

The revision of the Section 8 Administrative Plan will have no impact on operations. The plan will give priority to the elderly and disabled/handicap clients. Briefly, the revisions to the Section 8 plan are Section IV (E) Preference:

- Elderly households
- Households with disable/handicap family member
- Residents who live and work in Dallas County jurisdiction
- All other applicants based on the date and time of receipt of a completed application

FISCAL IMPACT

There is no financial impact to Dallas County.

LEGAL IMPACT

The Commissioners' Court must approve the revised Section 8 administrative plan.
RECOMMENDATION

It is recommended that the Commissioners’ Court approve the Dallas County Health and Human Services Section 8 revised administrative plan.

Recommended by: Betty Culbreath-Lister, Director

cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Bill Melton, County Treasurer
TO: HONORABLE COMMISSIONERS COURT  
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR HEALTH AND HUMAN SERVICES  
DATE: JUNE 27, 2001  
SUBJECT: APPROVAL OF AMENDED CONTRACT FOR FY 2001 TEXAS DEPARTMENT OF HEALTH HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

Background of Issue
The Texas Department of Health (TDH) is the grantee for TDH administered HOPWA funds. The Dallas County Judge is the legal recipient of TDH administered HOPWA funds, and Dallas County Health and Human Services (DCHHS) is designated to serve as the administrative agency for TDH administered HOPWA funds. HOPWA funds administered by TDH are available to provide housing and related services to persons affected by HIV who reside in Cooke, Fannin, Grayson, and Navarro counties. Dallas County Health and Human Services is responsible for allocation, reallocation, and oversight of funds under the FY 2001 TDH HOPWA program. The administrative agency tracks expenditure of funds by the service providers throughout the year and makes recommendations, when appropriate, to reallocate funds.

Due to an expansion of the Dallas HSDA to include Cooke, Fannin, Grayson, and Navarro counties, TDH has approved Dallas County Health and Human Services to act as the administrative agency for HOPWA funds targeted to provide services to eligible clients residing in Cooke, Fannin, Grayson, and Navarro counties. TDH sent contract documents to fund services in the expanded counties, however failed to include funding for Navarro County. Upon notification from the Administrative Agency to TDH, corrected contract documents that included funding for Navarro County were sent to DCHHS. It was the understanding of the Administrative Agency that the incorrect contracts originally sent were to be dispensed of. Therefore, the corrected documents to execute the FY 2001 HOPWA contract between the Texas Department of Health and DCHHS (TDH Document No. 75600090562002 Contract Change Notice No. 07, Attachment No. 05A) contracting with TDH for an award of $44,067 was approved through Court Order #2001 895 on May 8, 2001.

TDH has communicated that the original contract should have been sent through Commissioners Court for approval, and then amended. Attachment A is a letter from TDH dated June 20, 2001, from Casey S. Blass, HIV/STD Health Resources Division Director, outlining this issue and requesting the correction in contract approval.

The Administrative Agency is recommending that Commissioners Court approves TDH Document No. 7560009056 2002, Contract Change Notice No. 04, Attachment No. 05 HIV/HOPWA, for the original award of $41,769 to correct the required documentation for the FY 2001 TDH HOPWA contract.

Fiscal Impact
The Administrative Agency has received the FY 2001 TDH administered HOPWA contract for an award amount of $41,769 to Dallas County Health and Human Services to provide services to clients residing in Cooke, Fannin, Grayson, and Navarro counties. This is the original contract document that TDH sent to DCHHS with an incorrect award amount that excluded funds for Navarro County. Approval of the original contract award will correct the required contract documentation. There is no fiscal impact on Dallas County.

2377 Stemmons Freeway    Dallas, Texas 75207-2710    Office (214) 819-1842
Suite 200 LB-16            FAX (214) 819-1850
Operational Impact
Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned by Commissioners Court. The programmatic and fiscal contract compliance will be reviewed by Administrative Agency staff who are specifically assigned the responsibility of conducting compliance audits of the HIV services sub-grantees.

Legal Impact
The signature of the County Judge is required on the FY2001 HOPWA contract with TDH.

Recommendation
It is recommended that the Commissioner Court authorize the County Judge to sign the contract with Texas Department of Health for FY 2001-2002 HOPWA funds in the amount of $41,769 (TDH Document No. 7560009056 2002, Contract Change No. 04, Attachment No. 05 HIV/HOPWA) to correct the required contract documentation due to an error by TDH, and authorize the County Judge to sign the contract on behalf of Dallas County.

RECOMMENDED BY: Betty J. Culbreath-Lister, Director Health and Human Services

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
June 20, 2001

Mr. Tom Thomas
Dallas County Health and Human Services Department
2377 North Stemmons Freeway
Dallas, Texas 75207-2710

Dear Mr. Thomas:

I am writing to express my regret at the confusion that has occurred over the execution of your State Services and HOPWA (7560009056-02 05 and 05A, 7560009056 01 09,09A) contracts with the Texas Department of Health (TDH). Normally, the Grants Management Division (GMD) of TDH does not process amendments to contracts until the base contract and/or previous amendment(s) are fully executed. Unfortunately, for both of these contracts with the Dallas County Health and Human Services Department, amendments were forwarded to you for execution before the base contracts and/or prior amendments were returned to the TDH. I apologize for our error.

I also understand that there was a misunderstanding about how to resolve this situation. I have discussed this with staff and I assure you that it was not our intent to suggest that contract documents be destroyed or remain unexecuted. I apologize if we inadvertently communicated that to you.

Finally, I am concerned that you may have gotten the mistaken impression that we were neutral about the possibility of Dallas County Health and Human Services Department terminating its contracts with the TDH. I assure you that we value our working relationship with you and your staff, and acknowledge the superb job that you do in administering HIV health and supportive services programming for the North East Texas area. Our message to the GMD was simply that before investigating the possibility of finding other providers, we would need written clarification of your agency's intentions. We are relieved that our relationship with you and your agency will continue, hopefully for many years to come.

Staff in my Division and GMD explored all possible avenues to lessen the burden on you, your staff, and your Commissioner's Court. Unfortunately, we were unable to develop an alternative. Again, we apologize for this situation. If you have any questions, please contact me at 512/490-2515.

Sincerely,

Casey S. Bjass, Director
HIV/STD Health Resources Division

cc: Melanie Doyle

An Equal Employment Opportunity Employer
The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

<table>
<thead>
<tr>
<th>SUMMARY OF TRANSACTION:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ATT. NO.05: HIV - HOPWA</td>
<td></td>
</tr>
</tbody>
</table>

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

<table>
<thead>
<tr>
<th>PERFORMING AGENCY:</th>
<th>RECEIVING AGENCY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT</td>
<td>TEXAS DEPARTMENT OF HEALTH</td>
</tr>
</tbody>
</table>

By: ________________________________

(Signature of person authorized to sign contracts)

(Name and Title)

Date: ________________________________

RECOMMENDED:

By: ________________________________

(PERFORMING AGENCY Director, if different from person authorized to sign contract)

Melanie A. Doyle, Director
Grants Management Division

Date: 6/19/01
## Details of Attachments

<table>
<thead>
<tr>
<th>Att/Amd No.</th>
<th>TDH Program/ID</th>
<th>Term</th>
<th>Financial Assistance</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Begin</td>
<td>End</td>
<td>Source of Funds*</td>
<td>Amount</td>
</tr>
<tr>
<td>01</td>
<td>HANSENS</td>
<td>01/01/01</td>
<td>12/31/01</td>
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<td>41,356.00</td>
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<td>02A</td>
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<td>TB/PC</td>
<td>01/01/01</td>
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<td>04</td>
<td>STD/HIV</td>
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<td>12/31/01</td>
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<td>Totals</td>
<td></td>
<td></td>
<td>$2,194,518.00</td>
</tr>
</tbody>
</table>

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
Child Abuse Reporting Requirements

PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with all child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement, and enforce a written policy that includes at a minimum the RECEIVING AGENCY’s Child Abuse Screening, Documenting, and Reporting Policy for Grant Services Contractors, and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY.
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: April 01, 2001  THRU: January 31, 2002

SECTION I. SCOPE OF WORK:

As the administrative agency for the HIV Care Consortium, PERFORMING AGENCY shall participate in the Housing Opportunities for Persons with AIDS (HOPWA) program to meet the housing needs of low income individuals with acquired immunodeficiency syndrome (AIDS) and related diseases. PERFORMING AGENCY shall provide project or tenant-based rental assistance, including assistance for shared housing arrangements; and/or an emergency assistance program consisting of no more than twenty-one (21) weeks of short-term rent, mortgage and/or utility payments for eligible clients; and/or operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs.

Eligibility for participation in the program shall be determined at intake by:

- proof of HIV positivity based on a serologic test, doctor’s statement, or hospital discharge summary;
- proof that individual or family income does not exceed eighty percent (80%) of the median income for the area as determined by the Department of Housing and Urban Development (HUD); and
- proof of a short-term emergency situation documentation must be included for participation in the emergency assistance program.

PERFORMING AGENCY may use grant funds to provide technical assistance to local service organizations to establish, coordinate, and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives).

RECEIVING AGENCY Program reserves the right to reallocate these funds in the event the demand for service is less than projected by PERFORMING AGENCY.

All activities shall be performed in accordance with PERFORMING AGENCY’s continuation application, the HOPWA Program Manual (revised April 1998), applicable policies of RECEIVING AGENCY Program, and any letters or memos with rules or other instructions given to PERFORMING AGENCY, and PERFORMING AGENCY’S objectives, activities work plans, and detailed budget as approved by RECEIVING AGENCY Program. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to said documents will be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.
PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, policies, and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated by reference and made a part of this contract Attachment. These include:

- Chapters 81 and 85 of the Health and Safety Code;
- Title VIII, Subtitle D of Cranston-Gonzales National Affordable Housing Act (NAHA) 42 USC §§12901-12912, as amended;
- 24 CFR Parts 50 and 574;
- RECEIVING AGENCY’S Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997;
- Fair Housing Act, 42 USC §§3601-3619, and implementing regulations at 24 CFR Part 100;
- Equal Opportunity in Housing, Executive Order 11063, November 24, 1962, and implementing regulations at 24 CFR Part 107;
- The Civil Rights Act of 1964, 42 USC §2000d (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- Age Discrimination Act of 1975, 42 USC §§6101-6107, and implementing regulations at 24 CFR Part 146;
- The Rehabilitation Act of 1973, 29 USC §794, and implementing regulations at 24 CFR Part 8;
- The Housing and Urban Development Act of 1968, 12 USC §1701(u), (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects);
- Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise, Executive Order 11625, October 14, 1971;
- Creating a National Women’s Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women’s Business Enterprise, Executive Order 12138, May 18, 1979;
- Minority Business Enterprise Development, Executive Order 12432, July 14, 1983;
- The Drug-Free Workplace Act of 1988, 41 USC §§701, 701 note, and 702-707, and HUD’s implementing regulations at 24 CFR Part 24, Subpart F; and,
- 24 CFR Part 574.300(c) (Limitations of Assistance to Primarily Religious Organizations).

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

PERFORMANCE MEASURES
The following performance measure will be used to assess, in part, PERFORMING AGENCY’S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

PERFORMING AGENCY shall provide rental assistance and emergency assistance to 35 clients who live or receive services in the county(ies)/area defined as: Cooke, Fannin, Grayson, Navarro.

SECTION II. SPECIAL PROVISIONS:

In addition to the conflict of interest requirements in the Uniform Grants Management Standards (UGMS), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

General Provisions, Assurances Article, is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

General Provisions, Advance Payments Article, is not applicable to this contract Attachment.

General Provisions, Reports Article, is revised to include the following:

PERFORMING AGENCY shall submit semi-annual programmatic reports in the format provided by RECEIVING AGENCY Program. The first report is due on the 20th of August and a cumulative final report is due on the 20th of February. In addition, PERFORMING AGENCY shall track the number of clients served and the number of units of service provided by utilizing the CD4 Online Management Patient Information System (COMPIS).

RECEIVING AGENCY Program must receive all reports within the required time frames. The reports shall be completed to the satisfaction of RECEIVING AGENCY Program. If reports are not received in satisfactory condition and within the required time frames RECEIVING AGENCY Program may, at its option, reduce the total amount of the contract Attachment and reallocate funds, withhold reimbursement or apply other appropriate sanctions to PERFORMING AGENCY until such time as PERFORMING AGENCY comes into compliance.

Neither PERFORMING AGENCY, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient, without written consent from the client or patient, or someone authorized to act on his or her behalf;
however, RECEIVING AGENCY Program may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY Program if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

RECEIVING AGENCY shall have access to a client or patient record in the possession of PERFORMING AGENCY, or any subrecipient, under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, RECEIVING AGENCY shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

All records pertaining to this contract Attachment must be retained by PERFORMING AGENCY and made available to RECEIVING AGENCY, the Comptroller General of the United States, the Texas State Auditor, or any of their authorized representatives, and in accordance with RECEIVING AGENCY'S General Provisions.
SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Category</th>
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</tr>
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<tbody>
<tr>
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<td><strong>TOTAL</strong></td>
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Total reimbursements will not exceed $41,769.00.

Financial status reports are due the 30th of July, 30th of October, 30th of January, and the 30th of April.
TO: THE HONORABLE COMMISSIONERS COURT
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR
        HEALTH and HUMAN SERVICES
DATE: JUNE 27, 2001

Background of Issue

Dallas County Judge Lee F. Jackson is the grantee and legal recipient of the State of Texas HIV Health and Social Services (State Services) funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for State Services funds for the Dallas Health Services Delivery Area (HSDA), which includes Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall counties.

The FY 2000-2001 contract between the Texas Department of Health (TDH) and DCHHS (TDH Document No. 7560009056-2001, contract change notice No. 9, Attachment No. 9) to perform HIV health and social services funded under the 2000-2001 State Services grant was court ordered on August 8, 2000 (Court Order #2000-1565).

Due to restructuring the Health Services Delivery Areas in the State of Texas, DCHHS was designated to serve as the Administrative Agency for an expanded area to include Cooke, Fannin, Grayson, and Navarro Counties as part of the Dallas HSDA. TDH sent contract documents to fund services in the expanded counties, however failed to include funding for Navarro County. Upon notification from the Administrative Agency to TDH, corrected contract documents that included funding for Navarro County were sent to DCHHS. It was the understanding of the Administrative Agency that the incorrect contracts originally sent were to be dispensed of. Therefore, the corrected documents to amend the FY 2000-2001 contract between the Texas Department of Health and DCHHS (TDH Document No. 7560009056-2001, contract change notice No. 19, Attachment No. 09B) increasing the original award amount from $959,676 to $981,623 was approved through Court Order #2001 894 on May 9, 2001.

TDH has communicated that the original incorrect contract should have been sent through Commissioners Court for approval, and then amended. Attachment A is a letter from TDH dated June 20, 2001, from Casey S. Blass, HIV/STD Health Resources Division Director, outlining this issue and requesting the correction in contract approval.

The Administrative Agency is recommending that Commissioners Court approves TDH Document No. 7560009056 2001-09-A, contract change notice No. 17, Attachment No. 09A HIV Services, increasing the original award of $959,676 to $972,975, to correct the required amendment documentation for the FY 2000-2001 State of Texas HIV Health and Social Services Grant Contract.
Fiscal Impact

The FY 2000-2001 State Services contract is recommended for amendment to increase the award for the Dallas HSDA from the original award of $959,676 to $972,975, and to correct the contract documentation required for appropriate processing of grant funds. There is no fiscal impact on Dallas County.

Operational Impact

Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned by Commissioners Court. The programmatic and fiscal contract compliance will be reviewed by Administrative Agency staff who are specifically assigned the responsibility of conducting compliance audits of the HIV services sub-grantees.

Legal Impact

The Commissioners Court must approve the contract amendments, and the signature of County Judge is required on the contract amendment with TDH.

Recommendation

It is the recommendation of the Administrative Agency that Commissioners Court approves TDH Document No. 7560009056 2001-09-A, contract change notice No. 17, Attachment No. 09A HIV Services, increasing the original award of $959,676 to $972,975, to correct the required amendment documentation for the FY 2000-2001 State of Texas HIV Health and Social Services Grant Contract.

RECOMMENDED BY:

Betty J. Culbreath-Lister, Director
Health and Human Services

Cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
June 20, 2001

Mr. Tom Thomas  
Dallas County Health and Human Services Department  
2377 North Stemmons Freeway  
Dallas, Texas  75207-2710

Dear Mr. Thomas:

I am writing to express my regret at the confusion that has occurred over the execution of your State Services and HOPWA (756009056-02 05 and 05A, 75600905601 09.09A) contracts with the Texas Department of Health (TDH). Normally, the Grants Management Division (GMD) of TDH does not process amendments to contracts until the base contract and/or previous amendment(s) are fully executed. Unfortunately, for both of these contracts with the Dallas County Health and Human Services Department, amendments were forwarded to you for execution before the base contracts and/or prior amendments were returned to the TDH. I apologize for our error.

I also understand that there was a misunderstanding about how to resolve this situation. I have discussed this with staff and I assure you that it was not our intent to suggest that contract documents be destroyed or remain unexecuted. I apologize if we inadvertently communicated that to you.

Finally, I am concerned that you may have gotten the mistaken impression that we were neutral about the possibility of Dallas County Health and Human Services Department terminating its contracts with the TDH. I assure you that we value our working relationship with you and your staff, and acknowledge the superb job that you do in administering HIV health and supportive services programming for the North East Texas area. Our message to the GMD was simply that before investigating the possibility of finding other providers, we would need written clarification of your agency’s intentions. We are relieved that our relationship with you and your agency will continue, hopefully for many years to come.

Staff in my Division and GMD explored all possible avenues to lessen the burden on you, your staff, and your Commissioner’s Court. Unfortunately, we were unable to develop an alternative. Again, we apologize for this situation. If you have any questions, please contact me at 512/490-2515.

Sincerely,

Casey S. Blass, Director  
HIV/STD Health Resources Division

cc: Melanie Doyle
The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

**SUMMARY OF TRANSACTION: ATT. NO. 09A HIV - SERVICES**

Revised Contract Total: $972,975.00  
Revised Number to be Served/Units of Service: 6,759

All terms and conditions not hereby amended remain in full force and effect.

**EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.**

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

**PERFORMING AGENCY:**

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: 

(Signature of person authorized to sign contracts)  
(Name and Title)

Date: 

RECOMMENDED:

By: 

(PERFORMING AGENCY Director, if different from person authorized to sign contract)

**RECEIVING AGENCY:**

TEXAS DEPARTMENT OF HEALTH

By: Melanie A. Doyle, Director  
(Grants Management Division)  
(Name and Title)

Date: 6/19/01
## DETAILS OF ATTACHMENTS

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TDH Document No.7560009056 2001 Totals $7,170,216.00 $160,683.72 $7,330,899.72

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: September 01, 2000 THRU: August 31, 2001

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall administer funds available through this contract Attachment, and ensure the delivery of comprehensive outpatient health and support services to meet the identified needs of individuals and their families with Human Immunodeficiency Virus (HIV) disease in the geographic area to be served in accordance with the HIV Care Consortia plan. All activities shall be performed in accordance with the Request for Application (RFA), dated January 9, 1998, and the Continuation Request for Application (RFA), dated March 3, 2000; any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY; and PERFORMING AGENCY'S objectives, work plans, and detailed budget as approved by RECEIVING AGENCY Program. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY. PERFORMING AGENCY shall provide these services directly or through a subcontract. PERFORMING AGENCY'S work plan lists services to be provided and shall include the following:

1. **Essential Health Services** -- ambulatory/outpatient medical care; case management; dental care; drug reimbursement program; health insurance; home health care, including para-professional care, professional care, specialized care, and durable medical equipment; hospice care, including home-based care and residential-based care; mental health therapy/counseling; nutritional services; rehabilitation care; substance abuse treatment/counseling; and other applicable services included in the HIV Service Categories in the CD4 Online Management Patient Information System (COMPIS);

2. **Essential Support Services** -- adoption/foster care assistance; buddy/companion services; client advocacy; counseling (other); day or respite care; direct emergency financial assistance; food bank/home delivered meals/nutritional supplements; health education/risk reduction; housing assistance; housing related services; outreach; permanency planning; referral; transportation; other support services; and other applicable services included in the HIV Service Categories in COMPIS;

3. **Both Essential Health Services AND Essential Support Services.**

PERFORMING AGENCY shall ensure that ambulatory/outpatient medical care funded by this contract Attachment includes, either directly or by referral, screening, diagnosis, and treatment of sexually transmitted diseases as deemed appropriate by the clinical provider who performs the screening. If such care is obtained through a referral, PERFORMING AGENCY must ensure that
such care is accessible to referred clients and PERFORMING AGENCY is responsible for tracking referrals for completion.

PERFORMING AGENCY shall carry out the role of an Administrative Agency as specified in RECEIVING AGENCY Program's Policy 241.001 as established October 29, 1996.

PERFORMING AGENCY shall provide HIV insurance assistance to eligible individuals with HIV disease to:

1. maintain continuity of health and dental insurance; or
2. obtain and/or receive medical benefits under a health and dental insurance program, including risk pools.

HIV insurance assistance funds shall be used only for payment of insurance premiums, deductibles, co-insurance payments, and related administrative costs. HIV insurance assistance shall be provided directly to the insurance carrier, insurance administrator, or health provider, rather than to the client. PERFORMING AGENCY may prepay insurance premiums including that part of the coverage period which extends beyond the contract Attachment term. RECEIVING AGENCY Program will establish maximum payment amounts per client per month.

PERFORMING AGENCY shall make available, as necessary, administrative support to the HIV Care Consortium. PERFORMING AGENCY shall provide reports to the HIV Care Consortium at least quarterly, on the status of the Consortium's HIV services plan, including information on expenditures and client utilization by service categories.

Any licenses or permits required for the performance of any activities or services under this contract Attachment shall be current and shall be kept on file with PERFORMING AGENCY during the term of this contract Attachment.

PERFORMING AGENCY may not use funds for inpatient hospital services, nursing home or other long-term care facilities, or to supplant or supplement existing Medicaid services. However, funds may be used for residential hospice care provided within an inpatient setting such as a hospital or nursing home that is properly staffed and licensed for such care.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated by reference and made a part of this contract Attachment. These include:

- Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended;
- Chapters 81 and 85 of the Health and Safety Code;
- RECEIVING AGENCY'S Client Services Standards for Public Health and Community Clinics, revised June 1997;
- RECEIVING AGENCY'S Program minimum standards for Case Management for HIV/AIDS Projects;
• RECEIVING AGENCY's Program minimum standards for Clinical Services for HIV/AIDS Projects;
• Latest version of the "Guidelines for the use of Anti-retroviral Agents in HIV-Infected Adults and Adolescents". These guidelines are located at http://www.hivatis.org which is the HIV/AIDS Treatment Information Service web site. PERFORMING AGENCY may adopt other Clinical Practice Guidelines but they must be an acceptable equivalent;
• Latest version of the "United States Public Health Services (USPHS)/Infectious Disease Society of America (IDSA) for the Prevention of Opportunistic Infections in Persons Infected with Human Immunodeficiency Virus". This document is located at http://www.hivatis.org which is the HIV/AIDS Treatment Information Service web site. PERFORMING AGENCY may adopt other Clinical Practice Guidelines but they must be an acceptable equivalent;
• RECEIVING AGENCY Program's minimum standards for HIV services other than clinical and case management as specified by RECEIVING AGENCY Program's Field Operations Branch; and
• RECEIVING AGENCY Program's minimum standards for management of COMPIS data.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY.

PERFORMANCE MEASURES

The following performance measure(s) will be used, in part, to assess the PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the terms of the contract.

PERFORMING AGENCY shall provide 6,759 clients with health and support services and education after diagnosis of HIV infection. The clients shall be those who receive services in the following county(ies)/area: Collin, Cooke, Dallas, Ellis, Fannin, Grayson, Hunt, Kaufman, Rockwall.

SECTION II. SPECIAL PROVISIONS:

General Provisions, Assurances Article, is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

General Provisions, Standards for Financial and Programmatic Management Article, Paragraph two (2), is amended to read as follows:

ATTACHMENT - Page 3
In addition, PERFORMING AGENCY shall bill third party payers for services provided under the contract Attachment, at no cost to the client, with the exception of co-payments required by third party payers. These potential payers include private insurance carriers, Medicaid, other available federal, state, local, and private funds, etc. PERFORMING AGENCY shall become a Medicaid provider for applicable program activities funded in this contract Attachment, and shall maximize efforts to obtain payment from Medicaid and all other available sources. PERFORMING AGENCY may request, in writing, a waiver of this requirement from RECEIVING AGENCY Program.

General Provisions, Program Income Article, is revised to include the following:

All revenues received from the delivery of contract services shall be identified and reported and shall be utilized as provided in this section.

Program Income generated under this contract Attachment shall be used for allowable current costs, and the income must be budgeted and expended during the budget period in which it is realized. The receipt and expenditure of all program income shall be reported on the quarterly Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4) for the applicable reporting period.

Any provider that charges a fee for services covered by this funding shall base the collection of those fees upon a sliding-fee schedule which uses as its premise the latest Federal Poverty Guidelines. Persons with an annual gross family income at or below 100% of the Federal Poverty Guidelines shall not be charged for any services covered by this funding. In accordance with Title 25 Texas Administrative Code § 1.91, no one shall be denied services due to their inability to pay. Please refer to the following chart for allowable charges.

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<tr>
<th>INDIVIDUAL/FAMILY ANNUAL GROSS INCOME</th>
<th>TOTAL ALLOWABLE ANNUAL CHARGES</th>
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<tr>
<td>Equal to or below then official poverty line</td>
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<td>101 to 200 percent of the official poverty line</td>
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<td>More than 300 percent of the official poverty line</td>
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In addition, providers which bill third party payers for services covered by this funding are not required to collect a co-payment from the client.

PERFORMING AGENCY shall ensure that any provider that charges a fee to clients for services funded by this contract Attachment does so on a sliding-fee schedule that is made available to the public. Annual aggregate charges (including fees and co-payments) shall not exceed the total allowable annual charges in the chart above. The term "aggregate charges" applies to the total annual charges that may be collected from a client for all services rendered through this funding.
As specified in General Provisions, **Contracts with Subrecipients** Article, PERFORMING AGENCY shall monitor the programmatic and financial performance and compliance of subrecipients.

General Provisions, **Reports** Article, is revised to include the following paragraphs:

To enable RECEIVING AGENCY Program to comply with reporting requirements and to ensure continued future funding, PERFORMING AGENCY and each subrecipient shall utilize a standard quarterly program format provided by RECEIVING AGENCY Program. PERFORMING AGENCY accepts responsibility and accountability for each subrecipient's compliance and timely submission of the documentation required in the quarterly program report. PERFORMING AGENCY shall submit quarterly program reports to RECEIVING AGENCY Program on or before the twentieth (20) day of December, March, June, and September.

PERFORMING AGENCY shall provide, along with its quarterly program reports to RECEIVING AGENCY Program, data exports and reports containing information generated through COMPIS. The data exports and reports shall contain information about each client who receives services and is HIV positive, along with the number of encounters by each client with PERFORMING AGENCY or its subrecipients for its services. The information will aid RECEIVING AGENCY Program in tracking the number of persons with HIV disease receiving comprehensive outpatient health and support services. PERFORMING AGENCY shall keep a copy of the COMPIS data generated on file, for audit purposes, for a minimum time period of three (3) years after the expiration date or termination of this contract Attachment, or until any dispute is finally resolved, whichever is longer.

PERFORMING AGENCY shall also submit the following reports:

1. the Uniform Reporting System (URS) data export and report due August 31st and March 31st;
2. TXREGION data export and report due the 20th day of July, October, January, and April; and,
3. TXEXPORT data export and report due the 20th day of July, October, January, and April;
4. the URS Annual Administrative Report data export and report due February 28th.

RECEIVING AGENCY Program must receive all reports and data exports within the required time frames. The reports and data exports shall be completed to the satisfaction of RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports or data exports do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, **Sanctions** Article.

Strict adherence to the General Provisions, **Confidentiality** Article, is required due to the sensitive and highly personal nature of HIV/AIDS-related information.
PERFORMING AGENCY shall authorize their staff to attend training, conferences, and meetings for which funds were budgeted and approved by RECEIVING AGENCY Program.

For purposes of this contract Attachment, PERFORMING AGENCY shall not use funds to make payments to intended recipients of services or to purchase or improve (other than minor remodeling) any building or other facility.

PERFORMING AGENCY shall comply with the Health and Safety Code, 85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.

PERFORMING AGENCY shall ensure that materials and services are provided for clients in languages other than English, as appropriate.

PERFORMING AGENCY shall ensure that a complaint process is established and posted for public access.

Neither PERFORMING AGENCY nor any subrecipient shall transfer any portion of a client or patient record through any means, including electronically, to another entity, or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, RECEIVING AGENCY (Texas Department of Health [TDH]) may require PERFORMING AGENCY or any subrecipient to transfer a client or patient record to RECEIVING AGENCY (TDH) if the transfer is necessary to protect either the confidentiality of the record or the health or welfare of the client or patient.

RECEIVING AGENCY (TDH) shall have access to a client or patient record in the possession of PERFORMING AGENCY or any subrecipient under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapters 151-165. In such cases, RECEIVING AGENCY (TDH) shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapters 151-165.

All records pertaining to this contract Attachment must be retained by PERFORMING AGENCY and made available to RECEIVING AGENCY, the Comptroller General of the United States, the Texas State Auditor, or any of their authorized representatives, and in accordance with RECEIVING AGENCY'S General Provisions.
## REVISED CONTRACT BUDGET

### FINANCIAL ASSISTANCE

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**PERFORMING AGENCY SHARE:**

- Program Income (Carryover): 0.00
- Program Income (Projected): 0.00
- Other Match: 0.00

**RECEIVING AGENCY SHARE**: $959,676.00

**PERFORMING AGENCY SHARE**: $0.00

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**Detail on Indirect Cost Rate Type:**

- **Rate**: 0.21%
- **Base**: $58,228.00
- **Total**: $122.00

**Budget Justification**: Increase due to increase in number served and addition of subcontractor for 5 months. Revised Number to be Served: 6,759

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Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

The negotiated indirect cost amount shown above is less than PERFORMING AGENCY’S current approved indirect cost rate on file at RECEIVING AGENCY. Indirect cost will be charged in accordance with the negotiated rate, but may not exceed the amount shown above. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.
To: Dallas County Commissioners Court

From: Elizabeth Todd, Ph D., Chief, Drug and Environmental Toxicology

Subject: Request to Provide Breath Alcohol Technical Supervisor Services to the Cities of DeSoto and University Park

Background

Dallas County has operated a breath alcohol testing program overseen by the Institute of Forensic Sciences since 1974. The program is operated in accordance with regulatory policies promulgated by the Texas Department of Public Safety (DPS).

Breath alcohol technical supervisors are a required component of a certified breath alcohol testing program. In general, the technical supervisors are responsible for annual training of breath test operators, review of all breath test records, maintenance and repair of breath test equipment, court testimony, and testimony at administrative license revocation hearings. Currently Dallas County's Breath Alcohol Technical Supervisor Program contracts with twenty-two jurisdictions - thirteen within Dallas County and nine outside Dallas County in Ellis, Denton, and Collin Counties. Services are provided on a fee for service basis to contracting agencies. The Breath Alcohol Program has been self liquidating for at least six years.

The Cities of DeSoto and University Park have requested that Dallas County provide breath alcohol technical services for their breath alcohol programs.

Impact on Operations

The Breath Alcohol Program has experienced substantial growth over the last several years and options for increasing manpower - while maintaining self-liquidating status - will be discussed as part of the FY2002 budget process. However, adding these two agencies will not substantially effect the staffing situation in this Program since most tests performed will be diversions from existing contracting locations and criminal cases will be filed in Dallas County courts.

Legal Information

The form of the contract is consistent with other breath alcohol contracts and has been reviewed by the Dallas County District Attorney's Office, Civil Section.
Financial Impact

The Cities of DeSoto and University Park will pay the standard fee for service for agencies within Dallas County (currently $250/mo), repair parts, and supply costs. Costs to operate the Breath Alcohol Program are recovered through various sources and were discussed in detail in the FY2001 budget.

Recommendation

It is recommended that the Dallas County Commissioners Court approve provision of breath alcohol technical supervisor services to the Cities of DeSoto and University Park and authorize the County Judge to execute related documents.

cc: Jeffrey J. Barnard, M.D. Director
    John Dahill, Civil Section, Dallas County District Attorney’s Office
COURT ORDER

ORDER NO.: __________

DATE: _________________

STATE OF TEXAS
COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the __________ day of ______________ , 2001, on motion made by ________________________, and seconded by ________________________, the following Order was adopted:

WHEREAS, the Dallas County Commissioners Court was briefed on July 3, 2001 regarding requests from the Cities of DeSoto and University Park to provide Breath Alcohol Technical Supervisor services; and

WHEREAS, the provision of Breath Alcohol Technical services and fees is consistent with existing technical supervisor contracts with other municipalities and with services routinely provided by the Institute of Forensic Sciences;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court does hereby approve the attached contracts for provision of Breath Alcohol Technical Supervisor services to the Cities of DeSoto and University Park and authorize the County Judge to execute related documents.

DONE IN OPEN COURT this the _______ day of ______________ , 2001.

Lee F. Jackson
County Judge
District #2

Jim Jackson
Commissioner District #1

Mike Cantrell
Commissioner

John Wiley Price
Commissioner District #3

Kenneth A. Mayfield
Commissioner District #4

Recommended by: ______________________

Elizabeth Todd, Ph.D., Dallas County Institute of Forensic Sciences
I. CONTRACTING PARTIES:

This contract and agreement is entered into by and between the County of Dallas, hereinafter referred to as "County" and the City of DeSoto, in the County of Dallas, hereinafter referred to as "City".

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. The County, through the Institute of Forensic Sciences, will provide the services of certified Technical Supervisors to the City in support of a certified breath alcohol testing program. For the purposes of this agreement, certified Technical Supervisors are defined by the Texas Department of Public Safety's (DPS) "Texas Breath Alcohol Testing Regulations." As defined in the Regulations, the duties of the certified Technical Supervisors, include, but are not limited to, the following:

1. Approve/certify all City breath testing instruments to be used for evidential purposes in accordance with DPS regulations. Provide necessary maintenance/repairs to ensure continued operation and certification of instrument(s).

2. Approve all reference sample devices to be used in conjunction with evidential breath alcohol testing in accordance with DPS regulations. Provide necessary maintenance/repairs to ensure continued operation and approval of the device.

3. Provide general oversight to the City's breath alcohol testing instrument operators, including conducting annual training for operator certification renewal.

4. Provide expert testimony verifying the certification of techniques, methods, and programs under the supervision of the technical supervisors.

B. The County, through the Institute of Forensic Sciences, will establish and maintain an adequate stock of breath testing supplies for City, including expendable items and repair parts for existing breath testing equipment.

Revised 12/98
III. PAYMENT FOR SERVICES

A. In consideration for the services provided under this agreement, City agrees to reimburse County through the Institute of Forensic Sciences for the costs of service provision as follows:

1. For the provision of technical supervisor services for one instrument and associated operators, City will pay County the monthly Basic Services Fee set by the County, due within 30 days of receipt of an invoice prepared by the Institute of Forensic Sciences.

2. For the provision of technical supervisor services to City with more than one instrument, not including any spare instruments, City will pay County an Additional Instrument Fee each month, in addition to all other charges. Such payments will be made within 30 days of receipt of an invoice prepared by the Institute of Forensic Sciences.

3. It is recommended that the City maintain no more than twenty (20) instrument operators per instrument, not including spare instruments. Additional operators may be authorized by the Technical Supervisor.

4. City will pay County for the costs for breath alcohol testing supplies and instrument repair parts that are furnished by County within 30 days of receipt of an invoice prepared by the Institute of Forensic Sciences.

B. The fees for the first term of this contract are as follows:

1. The Basic Services Fee shall be $250 per calendar month for a City within Dallas County*.

2. The Basic Services Fee shall be $300 per calendar month for a City outside Dallas County*.

3. The Additional Instrument Fee shall be $50 per month for each additional instrument, not including spare instruments.

*As determined by the location of the seat of government.

C. Fees will be reviewed annually by the County. The City will be notified thirty (30) days in advance of any fee increase. Any fee reductions shall become effective as directed by the County.
IV. ACCESS TO INSTRUMENTATION

It is the responsibility of the City to provide appropriate County staff with 24 hour access to instrumentation including but not limited to keys, security badges, security clearance, parking, etc. as necessary and appropriate at no cost to Dallas County.

V. AGENCY

County and City agree and acknowledge that each entity is not an agent of the other and that each entity is responsible for its own acts, forbearance, negligence and deeds, and those of its officers, employees and agents in conjunction with the performance of work covered under this agreement.

VI. CONTRACT TERM

This agreement will be effective when signed by an authorized official on behalf of City, and by the County Judge on behalf of County. The first term of this contract shall begin upon execution of the contract by both parties and end on September 30, 2001. The contract shall automatically renew for an additional term each year beginning on October 1 and ending on September 30, unless superseded by an agreement between both parties or terminated as specified in this agreement.

VII. TERMINATION

This agreement may be terminated by either party by providing written notice of intent to terminate the agreement actually delivered, or sent by certified U. S. mail to the County Judge of Dallas County, for County, or to the Chief of Police of the City of DeSoto for City. Termination of this agreement by either party will require notification as specified in this section three months prior to the desired date of termination of this agreement.

VIII. VENUE

This contract shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action between the parties arising from this contract shall be in Dallas County, Texas.

CITY OF DESOTO

City Official

Date

COUNTY OF DALLAS

Lee F. Jackson, County Judge

Date

Revised 12/98
BREATHE ALCOHOL TECHNICAL SUPERVISOR
SERVICE CONTRACT

I. CONTRACTING PARTIES:

This contract and agreement is entered into by and between the County of Dallas, hereinafter referred to as "County" and the City of University Park, in the County of Dallas, hereinafter referred to as "City".

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. The County, through the Institute of Forensic Sciences, will provide the services of certified Technical Supervisors to the City in support of a certified breath alcohol testing program. For the purposes of this agreement, certified Technical Supervisors are defined by the Texas Department of Public Safety's (DPS) "Texas Breath Alcohol Testing Regulations." As defined in the Regulations, the duties of the certified Technical Supervisors, include, but are not limited to, the following:

1. Approve/certify all City breath testing instruments to be used for evidential purposes in accordance with DPS regulations. Provide necessary maintenance/repairs to ensure continued operation and certification of instrument(s).

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B. The County, through the Institute of Forensic Sciences, will establish and maintain an adequate stock of breath testing supplies for City, including expendable items and repair parts for existing breath testing equipment.

Revised 12/98
III. PAYMENT FOR SERVICES

A. In consideration for the services provided under this agreement, City agrees to reimburse County through the Institute of Forensic Sciences for the costs of service provision as follows:

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3. It is recommended that the City maintain no more than twenty (20) instrument operators per instrument, not including spare instruments. Additional operators may be authorized by the Technical Supervisor.

4. City will pay County for the costs for breath alcohol testing supplies and instrument repair parts that are furnished by County within 30 days of receipt of an invoice prepared by the Institute of Forensic Sciences.

B. The fees for the first term of this contract are as follows:

1. The Basic Services Fee shall be $250 per calendar month for a City within Dallas County*.

2. The Basic Services Fee shall be $450 per calendar month for a City outside Dallas County*.

3. The Additional Instrument Fee shall be $50 per month for each additional instrument, not including spare instruments.

*As determined by the location of the seat of government.

C. Fees will be reviewed annually by the County. The City will be notified thirty (30) days in advance of any fee increase. Any fee reductions shall become effective as directed by the County.

Revised 12/98
IV. ACCESS TO INSTRUMENTATION

It is the responsibility of the City to provide appropriate County staff with 24 hour access to instrumentation including but not limited to keys, security badges, security clearance, parking, etc. as necessary and appropriate at no cost to Dallas County.

V. AGENCY

County and City agree and acknowledge that each entity is not an agent of the other and that each entity is responsible for its own acts, forbearance, negligence and deeds, and those of its officers, employees and agents in conjunction with the performance of work covered under this agreement.

VI. CONTRACT TERM

This agreement will be effective when signed by an authorized official on behalf of City, and by the County Judge on behalf of County. The first term of this contract shall begin upon execution of the contract by both parties and end on September 30, 2001. The contract shall automatically renew for an additional term each year beginning on October 1 and ending on September 30, unless superseded by an agreement between both parties or terminated as specified in this agreement.

VII. TERMINATION

This agreement may be terminated by either party by providing written notice of intent to terminate the agreement actually delivered, or sent by certified U. S. mail to the County Judge of Dallas County, for County, or to the Chief of Police of the City of University Park for City. Termination of this agreement by either party will require notification as specified in this section three months prior to the desired date of termination of this agreement.

VIII. VENUE

This contract shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action between the parties arising from this contract shall be in Dallas County, Texas.

CITY OF UNIVERSITY PARK

City Official

5/2/01

Date

COUNTY OF DALLAS

Lee F. Jackson, County Judge

Date

Revised 12/98
MEMORANDUM

Date: June 27, 2001

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Fiscal Year 2001 Juror Fund Non-residential Contract Recommendation

Background of Issue

The Juror Fund program began in FY 1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for Juvenile Department use are allocated to direct service programs that focus on new or innovative approaches in assisting youth. The Youth Services Advisory Board (YSAB) is responsible for selecting recipients of Juror Fund direct services allocations for approval by the Juvenile Board and Commissioners Court.

This year YSAB chose to request services based on best practices in the prevention of juvenile crime. Dallas County Purchasing Department released Request for Proposal (RFP) #2001-057-768 soliciting bids for Non-residential Community Based Prevention/Intervention Services Utilizing a “Best Practices” model on February 1, 2001. As a result, fourteen agencies responded and were considered for contract award. They were:

Buckner Children and Family Services
Child and Family Guidance
DFW Hope Foundation
Life Share Therapy
Promise House
Southwest Behavioral Systems
Williams/Phillips Associates
Concerned Citizens of Dallas
Dallas Urban League, Inc.
Freedom of Choice Unified Services (FOCUS)
Mother’s Against Teen Violence
Rylie Family Faith Academy
West Dallas Community Centers, Inc.
Youth Advocate Program

Evaluation Process

The RFP screening process was accomplished in two phases. During phase one, an evaluation panel which consisted of YSAB members and Juvenile Department Staff screened all fourteen RFPs and narrowed the field down to four agencies with the highest score (Attachment 1A). These RFPs were evaluated and scored by reviewing six major categories. The categories and maximum possible scores were as follows:
Contract Recommendations

Four agencies, Family and Child Guidance Centers, Dallas Urban League, Inc. Promise House and West Dallas Community Centers, Inc. advanced to phase two of the evaluation process which included oral interviews. The evaluation panel for phase two consisted of YSAB members and the Non-residential Contract Manager. Following these interviews, the four agencies were re-evaluated and the top two agencies, Dallas Urban League, Inc. and West Dallas Community Centers, Inc. are being recommended for contract award (Attachment 1B). The Juvenile Board approved the Juvenile Department’s recommendation at the June 25, 2001 meeting.

Attachment Two provides an overview of each non-residential service provider’s proposed services and outcome measures. Service providers will be evaluated against these standard as part of the FY 2002 evaluation process. Juvenile Department staff will provide technical assistance to ensure that each service provider understand the methods that will be used to evaluate their performance.

Impact On Operations And Maintenance

The Contract Services Unit will administer and monitor these contracts. Referrals to the program will be made by the community and the Juvenile Justice System. Placement staff will review and evaluate program effectiveness. Annual financial and programmatic audits will be conducted to ensure quality programming.

Legal Information

Juvenile Department staff is preparing contracts with selected providers. The Assistant District Attorney has reviewed and modified the contract content, and the document has been approved as to form. Once finalized, contracts will be submitted to the District Attorney’s Office for review and final approval. The signature of the Chairman of the Juvenile Board and the Dallas County Judge is required on the contract.

Financial Impact/Considerations

Both non-residential services contracts will be funded for a fourteen month (14) period through the Juror Fund. The total allocation for the 14 month period for both programs is $277,084 of which $145,834 has been allocated for Dallas Urban League, Inc. and $131,250 has been allocated for West Dallas Community Centers, Inc.
Performance Measures Impact

A mandatory program evaluation component was required by this RFP to evaluate performance measures. Dallas County Juvenile Department also requires that performance goals and objectives be included in all of its service provider contracts. The goals and objectives will be included in the contract and agencies will be evaluated against these measures.

Project Schedule/Implementation

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<td>Recommendation to Juvenile Board</td>
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<tr>
<td>Recommendation to Commissioners Court</td>
<td>July 3, 2001</td>
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<td>Commissioners Court Order</td>
<td>July 10, 2001</td>
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<td>Contract Execution</td>
<td>July 16, 2001</td>
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<td>Program Start</td>
<td>August 1, 2001</td>
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M/WBE Information

All agencies submitted the required M/WBE documentation. All M/WBE information was scored by the County’s M/WBE Coordinator. M/WBE scores are included herein as Attachment Three.

Recommendation

It is recommended that the Dallas County Commissioners Court approve the YSAB Juror Fund contract awards to Dallas Urban League, Inc. and West Dallas Community Centers, Inc. and that the Dallas County Judge be authorized to sign the contracts on behalf of Dallas County.

Recommended by: 

Michael K. Griffiths, Director
## ATTACHMENT 1A
### YSAB "Best Practice" RFP Scores
#### Total Scores Awarded To Each Agency By Evaluators

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Total:
- West Dallas Community Center: 85.85
- Dallas Urban League: 87.12
- Family and Child Guidance Ctrs: 76.83
- Promise House: 74.12
West Dallas Community Centers
Program Design

A. Service Category: Female Population Community-based
Prevention/Intervention

Program Component: **Intake** conducted 1-2 hours, once per session, to assess the youths current situation to identify the problems, needs, as well as juvenile records, ATOD use, as well as parental input. **Rites of Passage La Familia Fuerte Parenting Skills** components are conducted 2-3 hours per week, one day per week. Group sessions are designed to assist youth and parents in developing relationships, respect, decision making, leadership, finances, values, life management, communication, and taking care of self. All sessions are conducted at the West Dallas Community Centers. **Alternative Activities Family Skills Training** conducted 2-3 hours bi-monthly. This component is designed to encourage and foster bonding with peers, family, and community, provides youth and families with educational, cultural, recreational, and work-oriented substance free activities. Youth and parents can begin to identify reasons delinquency occurs. This will occur at West Dallas Community Centers or outside of the community. **Family Support and Outreach** 2-3 hours once a month. This component is designed to link youth and families with ongoing community programs, provide awareness of ongoing available services, assist with job search assistance, conduct ongoing family assessment needs of the juvenile offender and families in a holistic manner and takes place at West Dallas Community Centers. **Monitoring** is conducted 1-2 hours per week. This component is designed to verify school attendance, behavior, grades etc. Weekly conversations with juvenile offender parents and probation officers. Monthly home and school visits. This activities will take place at West Dallas Community Centers, schools, and home.

B. The proposed **target population** is African-American and Mexican-American female youth and families ages 11 to 17 years old who reside in West Dallas (75212 zip code) who have risk factors of anti-social behavior, family management problems, youth who are at risk of becoming involved in the juvenile justice system, or who have been referred to the juvenile department but have not been formally adjudicated, but placed on deferred adjudication or youth placed on probation in the custody of the parents or guardians. Youth who grow up in communities like West Dallas generally have a poor image of themselves, lack resiliency and protective factors that will reduce self-defeating, self destructive lifestyles.

C. **Success Rate**: What is the targeted success rate %?. 80% of program participant will complete a 12 week session and identify five community resources, addresses and phone numbers.
D. Goals & Objectives

Goal:

1. To reduce 50 female delinquency risk factors by teaching a comprehensive Rites of Passage and La Familia Fuerte Education Program that equips youth and families with a sense of belonging and positive growth experiences.

2. Increase 50 female youth and parents awareness of community resources

3. Provide safe learning environment for 50 female youth to explore their feelings and attitudes regarding peers, family, and loss of loved ones.

4. Reduce female involvement in the Juvenile Justice System.

Objective:

1. To increase female offenders and parental life management skills by 80% by the end of the program.

2. 90% of the participants will successfully complete the program.

3. 100% of the program participants will be able to identify community resources.

4. 90% recidivism after completion of the program.

E. Performance Measures:

Goals will be measured based on reports from the Juvenile Department, parents and youth surveys, attendance sheets, number of referrals from the juvenile Justice System, youth, parents, and staff weekly group evaluations, pre and post tests, and three month follow-up. Staff will review the effectiveness of the program weekly in order to make changes as needed.

F. Average length of stay:

Successfully discharged participants must attend 12 weeks of group sessions and identify five community resource addresses and phone numbers. Those clients who do not attend regularly will be discharged as unsuccessful or those participants who do not demonstrate interaction within the groups, such as role playing, and discussion sessions.
G. Family Involvement:

Family involvement is a must. At least one parent must attend the 12 week sessions. Sessions are conducted weekly in the evenings between 6:00 p.m. and 9:00 p.m. at the West Dallas Community Centers by Case Managers. Bilingual staff will be available.

H. Staff/Client Ratio:

Group ratios are 1:12 to a maximum of 1:15 or 2:25. Alternative activities vary.

I. Explain how your program will reduce the number of persons of color entering the Juvenile Justice System. The program will focus on African-American and Mexican-American females and families. The program is culturally designed for, and has components that addresses the needs of this target population.

J. Explain why you chose the program format and how it can be effective toward the target population.

Below are crime statistics for the West Dallas area over a three year period:

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<th>WEST DALLAS CRIMES 1998 - 2000</th>
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<tr>
<td>CRIME</td>
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<td>AGGRAVATED ASSAULT</td>
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<td>TOTAL VIOLENT</td>
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<td>BUSINESS BURGLARY</td>
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<tr>
<td>VEHICLES STOLEN</td>
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<td>TOTAL NON-VIOLENT</td>
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</table>

Source: Dallas Police Department Northwest Operations Division
The Rites of Passage and La Familia Fuerte Program is the result of a CSAP five year demonstration grant awarded to West Dallas Community Centers to reduce risk factors and increase protective factors and resiliency among West Dallas Youth. Only parents and children were enrolled in the Rites of Passage program. Based on the evaluation of the effectiveness of the program, 100% of parents indicated that communication between the youth and parents had improved. 80% of the youths' attitudes improved towards school. 100% of the parents and youth were aware of community resources. After the program ended, there was a waiting list of parents to enroll their child in the Rites of Passage program. Since their involvement in the Rites of Passage program, 8 youth have attended four year colleges and 1 youth graduated with an Engineering degree. According to Jerry Tell, a leading consultant on Mexican American family strengthening programs, Mexican American People gather for beginnings and/or endings - as in the birth of a child. Other events, such as marriages or journeys are prepared for with ceremonies. There are always gatherings and ceremonies to honor and transition a person through the different stages of life. Mexican men usually attend these family events. However, since many Mexican men have experienced some form of victimization from "the system" at one time or another, it has left some with long term dysfunctional trauma. This manifests itself in many different forms - some of which are dissociative patterns of behavior, such as complete disinterest in parent or school meetings, or any other typically "Euro-American" style assembly. Their lack of secondary culture knowledge or resources or over identification with their first culture further isolates them from full participation. La Familia Fuerte Project provides a balanced bicultural environment in which the Mexican American fathers feel comfortable and receive positive validation. As a result of the La Familia Fuerte program evaluation of effectiveness, 10% of parents reported lower stress after participating in the program. Parent alcohol, tobacco and other drug surveys showed parents in the La Familia Program used less alcohol and tobacco use than the comparison group of parents who had not received prevention/intervention services. Participants of the La Familia Fuerte Project improved both their reading and their math scores. The La Familia Fuerte program reduces shame and other factors related to under achievement and increase youth protective factors that tend to prevent experimentation with ATOD. The Rites of Passage Program has been featured in the U.S. Department of Health and Human Services CSAP Technical Report No.6, "An African Centered Model for African-American Youth at High Risk 1993, and SAMHSA Center for Substance Abuse National Endowment for the Arts "Art Works!" Prevention Programs for Youth and Communities, 1997. According to a study, The West Dallas neighborhood is one the nation's ten poorest neighborhoods as stated by Dr. Pierre Devise, Associate Director of the Institute for Metropolitan Affairs at Roosevelt University. (Flournoy, Dallas Morning News, Friday, January 27, 1995). West Dallas has the cultural characteristics of an underprivileged ghetto which possesses many risk factors to the youth and families, such as depreciated character, cultural incompetence, damaged self concepts, reactionary behavior, and psychological scars. It is difficult for a child to formulate a positive self concept when he/she is reared in such an environment. Instead, he/she begins to identify and adopt attitudes and values of adults whose lifestyles, belief systems and self concept has already been damaged.
K. Evaluation Process

West Dallas Community Centers will evaluate its program based on the CSAP Prevention Plus III Model. The strength of this model is that it structures the evaluation activities with 1) context, 2) input, 3) process.

West Dallas Community Centers will evaluate its program based on self-evaluation utilizing Logic Model Goal Process Assessment Outcome Assessment and Impact. Process Assessment: Helps monitor our activities and organize program efforts. It helps prevent parts of the planned program from being forgotten or neglected, as well as provide information to help manage the program and change or add to activities. Data will be collected by Case Managers and maintained in a monthly log and bi-monthly reports which provides a detailed description of program participants attendance and progress, as well as how relationships are established within groups.

Program Participants

The primary source of referrals are from the Juvenile Justice System. Basic descriptive data will be collected on all participants. The data will include age, gender, education, occupation of parents, and national identity, i.e., Mexican-American, African-American, etc. School grades and attendance will be obtained from report cards and additional information provided by probationer, parents, and school. This will be conducted by Case Manager.

Training and Material Development

Specific staff participant training activities will be described in detail. The methods employed, training objectives, and outcomes will be provided for all staff and participant training.

Program Community and School Relationships

The West Dallas Community Centers employs a community supportive strategy to engage community groups and schools in program activities. Community support groups are achieved with WDCC staff presence and involvement in school, teacher conferences, school programs, and school advisory meeting to exchange information about youth.

Procedures

All participants will be assessed utilizing various surveys, we will provide a pre and post test for measurement purposes. Project staff will be trained by an evaluation team in data collection procedures. Pre-tests and post-tests will be administered as needed.
and scores compiled and recorded. Scores on school based tests will be obtained by the evaluation team. Parents will complete various questionnaires and surveys.

**Outcome Evaluation**

Outcome evaluation data will be collected by Case Managers on the major program components. The outcome evaluation will ascertain the impact of the program on the participants. It will measure the extent to which the project has affected the knowledge, attitudes, and performance of the children and parents it serves as well as the effectiveness of the program. Data collected will be documented on tracking forms and monitored weekly until participants have completed the program.

West Dallas Community Centers has an effective program to improve this target population.
Dallas Urban League
PROGRAM DESIGN

A.

1. Service Category:
The Dallas Urban League proposes to provide the following category of services under its Juvenile ACES program:
   a. Parent Skills
   b. Interpersonal Cognitive Problem Solving Skills
   c. Family Skills
   d. Family support and Outreach Services

2. Program Components and 3. Program Description:
   a. Parenting skills training- The program will utilize the Dallas Urban League’s parenting training module- The Family Circle, which utilizes Life School 2000 and CICC’s Parenting Skill-Building Program, “Effective Black Parenting Program” and the Hispanic version of same.
   
   b. Interpersonal Cognitive Problem Solving Skills- The League’s Family Circle program provides training components that teach interpersonal skills and problem solving. The service will focus on preventive and rehabilitative skills utilizing community forum and small group interactions. CICC’s program components will also be utilized.
   
   c. Family Skills- This component provides support to youth and their families by providing basic education and computer skills. The basic education training is designed to address literacy and high school equivalency training leading up to GED certification. The computer training classes include Beginners, keyboarding, intermediate-Microsoft WORD, Excel and Internet use.
   
   d. Family support and Outreach Services- These supportive services will be provided on the basis of School 2000 and CICC program components and will address issues like conflict resolution, anger management, self confidence, teen pregnancy, health education, money management. In addition, job readiness and placement services- resume writing, interview techniques, job search using the Internet, and placement assistance will be provided.

4. Hours per week- program frequency and hours will be based on needs assessment. However, the League has estimated 2 to 3 hours, twice a week per program component to provide its service.

5. Days per week- program components are designed to be provided twice a week for up to six weeks, and to be continued at a higher level. Service
delivery will be on alternate days. However, based on needs assessment, days and hours of service delivery could vary.

6. **Location where services will be provided**- most outreach interventions will be conducted through in-home visits and counseling. Training and case management services will be delivered at the League's training center at 4315 S. Lancaster Rd., Dallas, TX 75240.

B. **Target Population**- is youth between the ages of 10 and 17 found at various points of the continuum of delinquent conduct, and their parents and other family members. The program will give priority to youth living in the designated priority zip code areas. The League has experience serving clients county-wide.

C. **Success Rate**: 70% of youth who go through the League's program will be successful in reducing or refraining from deviant behavior. 85% of client pool will attend at least one program component of the program.

D. **Goals and Objectives**:
   a. **Goal**: To reduce the number of youth entering the juvenile justice system

   1. **Objective**: To provide parenting skills to parents of target youth and improve parent/child relationship.
      **Performance measures**: 70% of parents will attend the parenting class and of those 50% will report improved relationships with their youth as a result of the training. 60% of youth will report improved relations with parents as a result of new parenting skills adopted by parents.

   2. **Objective**: To provide interpersonal cognitive problem solving skills to both youth and parents.
      **Performance measures**: 70% of youth and 60% of parents will attend the community forums and small group interactions. 80% will report improved interpersonal relations as a result of the training.

   3. **Objective**: To provide support to families through adult basic education and computer training.
      **Performance Measures**: Within two months after funding is received, the program will offer services in core academic areas, e.g., reading and literacy, mathematics and science at the League’s training center. 40% of those taking GED will advance a grade and half for every 30 hours of training. 60% of the target client group will attend the computer training programs at the League. Of those, 80% will successfully graduate. 25% of the trainees will utilize the Plato software to complement the training.
4. **Objective**- To provide family support and outreach services through life skills and job readiness and placement services.

**Performance Measures**- 70% of program clients will attend the League’s life skills training program and of those 85% will rate the program as valuable.

**Performance measures**- 60% of client pool will participate in the League’s job readiness training and 40% will receive support with job placement. Of those 60% will obtain employment.

**Performance measures**- 50% will attend the GED training and of those 60% will advance a grade and half level for every 30 hours of training. 30% of those who take GED will complete their GED and pass the certification exam.

5. **Overall objective**- To produce demonstrable positive educational and social changes among target youth.

**Performance measures** By the end of 16 months the program will report that the clients in the program will show a 60% reduction in being involved with the juvenile justice system vis-à-vis comparable population sample.

**Performance Measure**- By the end of 16 weeks, the program will report more than 60% of student participants will assess the program as beneficial and enjoyable and of high quality. 60% will report improved communication and relationship with their parents.

**Performance Measure**- By the end of 16 months, the program will report that 70% of parents of students participating in the program for 16 months are satisfied with their student’s improvements on measures such as grades, attendance, taking of advanced or challenging courses and enriched learning activities, and decreased disciplinary actions.

E. **Average length of stay**- The program is divided into modules. In general, each module of training lasts six weeks and 30 hours of training. Aspects of the program, such as the family skills, interpersonal skills, outreach services etc. require prolonged contact and service requiring case management and a longer stay in the program.

G. **Family Involvement**: Per the grants guidelines, believing that there will be a more positive impact on the overall environment of the youth if the program addresses the needs of their parents, as indicated under D above, the League will provide developmental programs for the parents of the target youth:

1. Within two months after funding is received, the program will solidify its contact with parents and build a parental involvement forum to invite and obtain their collaboration in planning, implementing, and sustaining programs for their youth and themselves.

2. **Services to parents**: Within three months after funding is received, the League will offer educational and social programs to serve parents as indicated in D above. Such programs include family skills training, life skills and job
readiness and interpersonal relations training. GED and Computer training will also be offered at the Dallas Urban League's training center. The training will be provided by the League's qualified instructors and the hours will be based on the needs of clients. Those who complete their training successfully will receive El Centro certificates and continuous education credits where applicable. To accommodate parenting and job requirements, the League offers classes during the day, evenings and on Saturdays. (See attachment D for more details.)

H. Staff/Client Ratio: The ratio of staff to clients is 1 to 15 for classroom training. However, the ratio could be higher where learning is enhanced through sharing of practices, or where a wider discussion of issues is required. Some classes like keyboarding, requiring minimal instruction could have a higher ratio. The rule is that the ratio will be adjusted based on the objective.

I. The Dallas Urban League is an organization with the objective of bringing African Americans and others into the economic and social mainstream of America. The League's programs are designed to provide social, economic and educational support to the at-risk youth and their families. The League provides its services through collaborations with other agencies in Dallas. For example, its computer and GED classes are provided in collaboration with El Centro college. The League's instructors and staff are highly qualified, and students receive El Centro certificates, and where applicable, continuous education credits, when they successfully complete the League's courses. For the past 34 years, the Dallas Urban League has been addressing issues similar to the ones that this proposal addresses. The League's education, employment senior citizen programs, training, health and housing departments have been providing services to the low-income and minority communities that the proposal targets. These services will be open to the program participants and their families. The League has qualified staff who are experienced in rendering effective services, and the acceptance and ability to rally communities behind its programs. All this will enable the League to implement a program that will reduce the number of persons of color entering the juvenile justice system.

J. The program format is selected because the League has been implementing it over the years and has found it to be effective. It is planned around four research-based outcomes considered desirable for youth such as the ones this program targets. The Wellesley College's National Institute on Out-of-School time identifies these four outcomes as: (1) relationships with caring, competent, and consistent adults; (2) access to enriching learning activities; (3) access to safe and healthy environments, and (4) partnerships with families, schools, and communities. That is the basis for our selection of the program.

K. The League utilizes an evaluation system for all its programs. The program is based on agreed upon program objectives and performance indicators.
League is a United Way Agency and submits such reports on a quarterly basis. In addition, monthly status reports are submitted to the League’s Board of Trustees for all programs and activities. Weekly staff meetings track progress, identify red flags and take corrective actions. The evaluation process is conducted by each departmental manager. Feedback forms are available for clients to give feedback on services received. Computer and GED classes conduct pre and posttests to determine progress, and at the end of each class, students provide feedback on the instructors performance through a formal process that uses an evaluation form.

The League uses a well-planned, formative and summative evaluation to determine program outcomes based on measurable objectives, and makes periodic changes to its service delivery based on feedback.
MEMORANDUM

DATE: March 28, 2001
TO: J. Allen Clemson, Court Administrator
FROM: Irvin Hicks, Director - Minority Affairs
SUBJECT: M/WBE Review of RFP# 2001-057-768 Non Residential-Community Pre/Intervention (Management Summary)

The following is a synopsis of the subject narrative:

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Please feel free to contact me should you have questions/concerns regarding this matter.

c: Commissioners Court (thru J. Allen Clemson)
MEMORANDUM

DATE: March 28, 2001

TO: Ron Stretcher
Juvenile Department

FROM: Irwin Hicks
Coordinator - Minority Affairs

SUBJECT: M/WBE Review of Bid/RFP# 2001-057-768 (Non Residential-Community Pre/Intervention)

Ron,

Listed below is an analysis of the subject bid/RFP:

**Williams/Phillips Associates**
This firm will perform the required duties utilizing internal staff.

- **Points**
  - 0 Certified (NCTRCA) minority prime contractor
  - 3 EEO policy compliance
  - 0 Utilization of (other) certified minority vendors

**DFW Hope Foundation**
This firm will perform the required duties utilizing internal staff.

- **Points**
  - 0 Certified (NCTRCA) minority prime contractor
  - 3 EEO policy compliance
  - 0 Utilization of (other) certified minority vendors

**Youth Advocate Programs, Inc.**
This firm will perform the required duties utilizing internal staff.

- **Points**
  - 0 Certified (NCTRCA) minority prime contractor
  - 3 EEO policy compliance
  - 0 Utilization of (other) certified minority vendors

Concerned Citizens of Dallas
This firm will perform the required duties utilizing internal staff.

- Points 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 0 Utilization of (other) certified minority vendors

Promise House, Inc.
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journey Company LLC</td>
<td>$162,028</td>
<td>49.0</td>
</tr>
</tbody>
</table>

- Points 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 6 Utilization of (other) certified minority vendors

Buckner Children/Family Svs.
This firm will perform the required duties utilizing internal staff.

- Points 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 0 Utilization of (other) certified minority vendors

Family & Child Guidance Centers
This firm will perform the required duties utilizing internal staff.

- Points 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 0 Utilization of (other) certified minority vendors

West Dallas Community Centers, Inc.
This firm will perform the required duties utilizing internal staff.

- Points 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 0 Utilization of (other) certified minority vendors
Life Share Therapy
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.E.A.C.H. Consultants</td>
<td>$ 51,200</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Points  0  Certified (NCTRCA) minority prime contractor 3 EEO policy compliance 6 Utilization of (other) certified minority vendors

Southwest Behavioral Systems
This firm will perform the required duties utilizing internal staff.

Points  6  Certified (NCTRCA) minority prime contractor 3 EEO policy compliance 0 Utilization of (other) certified minority vendors

Mothers Against Teen Violence
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman Office Products</td>
<td>$ 6,000</td>
<td>2.0</td>
</tr>
</tbody>
</table>

Points  0  Certified (NCTRCA) minority prime contractor 3 EEO policy compliance 6 Utilization of (other) certified minority vendors

Freedom of Choice Unified Svcs.
This firm will perform the required duties utilizing internal staff.

Points  0  Certified (NCTRCA) minority prime contractor 3 EEO policy compliance 0 Utilization of (other) certified minority vendors
Dallas Urban League, Inc.
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owens &amp; Thurman, PC</td>
<td>$ TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Points
- 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 6 Utilization of (other) certified minority vendors
- 9

Rylie Family Faith Academy, Inc.
This firm will perform the required duties utilizing internal staff.

Points
- 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 0 Utilization of (other) certified minority vendors
- 3
June 26, 2001

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development


BACKGROUND

On June 26, the Commissioners Court was asked to cancel the bids (2001-101-836 and 2001-102-837) for the construction of two new homes in Seagoville because of a vacancy in the County's rehab inspector position. In discussing this matter, the Court asked for additional information about the proposed costs and the type of homes that would be constructed, and staff mentioned that it also had some concerns about the experience/eligibility of some of the bidders. So that a final decision can be made regarding these two bids, the following information has been prepared.

COUNTY'S HOUSING RECONSTRUCTION PROGRAM

The County began building new homes to replace structures that were too dilapidated to be economically rehabilitated in 1997. To date, a total of six homes in four cities have been reconstructed. The program has tried to use the same general house plan in all of the cities (three bedrooms, 1-1/2 baths, and a garage). However, there have been some variations to account for family size and the different requirements that the cities have for such items as minimum square footage and exterior masonry, and as shown below, there have been variations in cost even when the same type of house is built within the same year.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>YEAR</th>
<th>SQ FT/ LIVING AREA</th>
<th>SQ FT/ GARAGE</th>
<th>TOTAL COST</th>
<th>COST/ SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowlett</td>
<td>1997</td>
<td>958 sq ft</td>
<td>n/a</td>
<td>$42,864</td>
<td>$44.74/sq ft</td>
</tr>
<tr>
<td>Lancaster</td>
<td>1997</td>
<td>1115 sq ft</td>
<td>255 sq ft</td>
<td>$65,750</td>
<td>$47.99/sq ft</td>
</tr>
<tr>
<td>Hutchins</td>
<td>1977</td>
<td>1115 sq ft</td>
<td>255 sq ft</td>
<td>$58,822</td>
<td>$42.94/sq ft</td>
</tr>
<tr>
<td>Rowlett</td>
<td>1997</td>
<td>1115 sq ft</td>
<td>255 sq ft</td>
<td>$62,900</td>
<td>$45.91/sq ft</td>
</tr>
<tr>
<td>Lancaster</td>
<td>1999</td>
<td>1115 sq ft</td>
<td>255 sq ft</td>
<td>$47,000</td>
<td>$34.67/sq ft</td>
</tr>
<tr>
<td>Rowlett</td>
<td>1999</td>
<td>1506 sq ft</td>
<td>n/a</td>
<td>$66,094</td>
<td>$43.89/sq ft</td>
</tr>
</tbody>
</table>
Because of pending federal regulations, which will make rehabilitating homes built before 1978 very difficult, it is anticipated that the County’s housing rehab program will largely be replaced by reconstruction this fall. In anticipation of this change in priority, staff has begun developing a comprehensive set of policies and processes that will specifically be designed for the reconstruction program; since, in the past, the County has infrequently built such a relatively small number of homes, it has either “borrowed” applicable provisions from the rehab program or informally developed some guidelines for use in operating the program.

In developing this comprehensive set of policies, staff will see if it is possible to set maximum award limits and to further revise and reduce the cost of the basic house design that the County uses. However, it is not clear to what extent this will be possible since the County’s CDBG cities have such varying building/zoning requirements and since the trend among these cities, including Lancaster and Seagoville, is to adopt requirements for larger, higher quality housing and to not grant variances. While it is understandable why the cities are moving in this direction, it does make building residences that will be occupied by low/moderate income families more expensive.

Please note that in the event the County decides that it no longer wishes to operate a housing reconstruction program, this could complicate the County’s ability to utilize the HOME funds that it receives from HUD. The County presently receives $661,000 in HOME funding; this money can only be used for low/moderate income housing activities like down-payment assistance, rehabilitating homes or apartment buildings, acquiring property for low/moderate income housing, or building new affordable housing. Since the anticipated lead paint regulations will make it difficult to operate any type of rehab program and since the County is already using about $200,000 a year for down-payment assistance, there are not many other options available to the County in terms of utilizing HOME; probably, the only other alternative that would remain would be to provide all of the HOME money not used for down-payment assistance to a non-profit so that it could build affordable housing on its own.

**ELIGIBILITY/ANALYSIS OF SUBMITTED BIDS**

The subject bids sought to build a 3-bedroom, 2-bath, 1206-square-foot structure (not including a 262-square-foot garage) in an older portion of Seagoville south of Highway 175. The homes were 91 square feet larger than the homes built in Lancaster and Rowlett so as to comply with Seagoville’s zoning/building codes, and as has been done on previous projects, the bids were also to include demolishing and removing the existing structure, installing a refrigerator and range, and performing a boundary survey.

Three firms (Allied Builders, Zeno Services, and Sunmax Group) bid on the contracts, and as shown below, the cost of building the required home varied:
Please be advised, however, that the bid submitted by the lowest bidder (Allied Builder) is non-compliant since the firm did not include the cost of constructing a concrete driveway within its bid even though the bid documents clearly required such an improvement. It should also be noted that past experience with this firm has not been satisfactory. The firm had a number of housing rehab contracts in the mid 1990’s and a $131,392 contract for the construction of improvements at the County’s Joppa Preserve. While the firm does good work, it has not always been easy to interact with them and resolve disputes. On the last Planning & Development contract that the firm had (the aforementioned Joppa Preserve project), there was a major dispute over compensation that took twenty-five months to resolve. It is staff’s position that the dispute stemmed from the contractor not following the project’s documents. The firm currently has another contract with the County for the painting of the Juvenile Justice Center, and Facilities and Juvenile report that the dealings with the contractor have again been difficult.

Staff also has had experience with the lowest compliant bidder (Zeno Services); this firm built the first home under the County’s reconstruction program in 1997 and has also rehabilitated a home under the rehab program. Staff has recently visited the home that was reconstructed and has found it to be in good condition. While this firm did not list these projects in its Statement of Qualifications, they were presumably excluded since the Statement asked for comparable projects that had been undertaken in the last three years.

Staff estimated that it would cost about $65/sq ft to construct one of these homes; as a point of reference, it costs Garland’s program about $62/sq ft. With Seagoville having previously allocated $83,184 of its CDBG/HOME awards for reconstruction, and the County having also allocated $200,000 for housing reconstruction that can be used anywhere within the CDBG service area, sufficient funds are available if the Court would like to proceed with these bids.

M/WBE INFORMATION

Allied Builders is a certified M/WBE firm. Zeno Services is minority-owned, but is not a certified M/WBE firm.

PROJECT SCHEDULE

The bids for the two contracts will expire on July 15. At the time staff requested Purchasing to cancel the bids for these two contracts, it was not clear when it would be possible to have the vacant
rehab inspector position filled. In the last three weeks, however, the situation has changed such that it will now probably be possible to have a new inspector in place by the end of July. As a result, it is possible to award the bids for these contracts before they expire and have the notice to proceed issued to coincide with the arrival of the new rehab inspector.

If, however, the Court would like to cancel these bids and rebid the projects when a comprehensive set of policies has been adopted for the reconstruction program, then this could occur in September.

RECOMMENDATION

It is recommended that the housing reconstruction contracts for Bids 2001-101-836 and 2001-102-837 be awarded to Zeno Services. It is also recommended that the County not build any additional homes until it has developed and adopted a comprehensive set of policies and processes for the reconstruction program.

Recommended by:

J. Allen Clemson, Administrator

c:  Ryan Brown, Budget Office
    Virginia Porter, Auditor
    Shirley Rapp, Purchasing
DATE: June 26, 2001

TO: Commissioners Court

THROUGH: Rick Loessberg, Director of Planning & Development

FROM: Rachel Brown, Community Development Assistant

SUBJECT: Proposed Funding Revisions for CDBG Projects

BACKGROUND

In FY99/2000, the U.S. Department of Housing and Urban Development (HUD) allocated to Dallas County $2,214,722 in CDBG funds and $579,000 in HOME funds. On July 18, 2000, the Commissioners Court approved projects for this funding. Since then, the City of Lancaster has requested revisions to some of its projects.

IMPACT ON OPERATIONS

The City of Lancaster is proposing to utilize a budget of $192,698.25 to reallocate CDBG funds from its FY96, FY97, FY98, FY99 and FY2000 Housing Rehabilitation, Housing Reconstruction and Code Projects to the already existing Lancaster Wintergreen Sanitary Sewer Project.

PROJECT SCHEDULE

HUD regulations require that the County hold a 30-day public comment period on the proposed changes before taking any formal action.

RECOMMENDATION

It is recommended that the proposed CDBG funding revisions be approved, subject to the successful completion of a 30-day public comment period.

Recommended by:

J. Allen Clemson, Administrator

cc: Ryan Brown, Budget Officer
     Virginia Porter, Auditor
     CDBG staff
Date: June 27, 2001
To: Commissioners Court
Through: Rick Loessberg, Director of Planning and Development
From: Rachel Brown, Community Development Assistant
Subject: Evaluation of CHDO Proposal

******************************************************************************

BACKGROUND
Dallas County received $439,000 in FY96 HOME funds and another $426,000 in FY97 HOME funds. HUD requires that 15% of each allocation be set-aside for Community Housing Development Organizations (CHDOs). This 15% is to be used for low/moderate income housing activities in which a CHDO acts as developer, sponsor and/or owner. These activities must occur within the 13 cities that participate in the County’s CDBG program.

Dallas County’s set-aside amount from its FY96 award was $75,000 and $63,900 from its FY97 award. Initially, these funds were awarded to Dallas City Homes (DCH) to build 10 single-family homes within the city limits Seagoville for low/moderate income families. On January 31, 2001, DCH provided written notice to the County stating it was unable to fulfill its obligation under the contract. Consequently, these FY96 and FY97 set-aside funds remain to be allocated for another viable project. In order to allocate these funds, the County conducted an RFP process that ended June 25, 2001. One proposal submitted by Seagoville Senior Citizens Homes, Inc., was received for consideration.

SUMMARY OF SUBMITTED PROPOSALS
Seagoville Senior Citizens Homes, Inc. (SSCHI) requested the $138,900 to construct four 651 sf rental units for elderly and/or handicapped individuals. The total estimated cost to construct these units is $180,000. Financing for the remaining balance of $41,100 would be provided through a private loan from a local bank. Funding would be for construction, architect/engineering, surveying, and site development. SSCHI was created in 1978 and it operates 78 existing elderly units and is having another eight units constructed with assistance provided by the County.

SSCHI has previously received $300,000 from the County to build eight housing units for elderly and/or handicapped individuals. This project was successfully completed in 1999. Also, SSCHI was recently awarded the County’s’ FY98, FY99 and FY2000 HOME set-aside funds to build 8 additional
rental units. The estimated cost for these additional units is $271,998 of which $227,550 would come from the County and $15,000 from the City of Seagoville and the remaining $29,498 would be SSCHI funds. As with the previous funds and the proposed funds, funding is for construction, architect/engineering, surveying, and site development. SSCHI will utilize the same architect, George Edwin, who served as project manager on the previous County award and on most of SSCHI's other expansion phases.

**IMPACT ON FINANCE**

Dallas County has a total of $138,900 in CHDO set-aside available from its FY96 and FY97 funds. Of this total amount, SSCHI has requested the full $138,900.

SSCHI has owned and operated affordable housing units for the elderly/disabled since 1981. It presently owns/operates 78 units of which it effectively manages and has operating budget of $283,128. The proposed budget for the four additional units is outlined below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Development</td>
<td>$25,200</td>
</tr>
<tr>
<td>Building Construction</td>
<td>$142,800</td>
</tr>
<tr>
<td>Miscellaneous (survey, advertising, etc.)</td>
<td>$2,000</td>
</tr>
<tr>
<td>Architect/Engineering Fee</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>$180,000</td>
</tr>
</tbody>
</table>

**PROJECT SCHEDULE**

Even though a CHDO has up to two years to complete a project once funds have been awarded, SSCHI has plans to immediately utilize these available funds since it is already constructing the aforementioned eight units. SSCHI already owns the land needed for this Project and anticipates that the four new units can be constructed in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign construction contract</td>
<td>July 20, 2001</td>
</tr>
<tr>
<td>Start construction</td>
<td>July 30, 2001</td>
</tr>
<tr>
<td>Complete construction</td>
<td>October 30, 2001</td>
</tr>
</tbody>
</table>

**M/WBE INFORMATION**

SSCHI presently has 78 occupied units. Of these 78 units, 7.75% (six units) are occupied by African Americans, and 6.04% (five units) are occupied by Hispanics. According to the 1990 census, such figures are comparable to the composition of Seagoville's elderly population. HUD also reports that it has never received a fair housing complaint involving SSCHI.

Applications are taken at SSCHI, which now has a waiting list of 83 people, on a year-round basis (reflecting the composition of Seagoville's elderly population, six (7.05%) of the applicants are African American and eight (9.40%) of the applicant's are Hispanic). In January of each year, SSCHI updates this waiting list by sending a letter to each person on that list. Applicants are
requested to provide updated information concerning income, family status and whether they want their name to stay on the waiting list. In the event that SSCHI does not receive a response from the letter, a follow-up call is made to the person for pertinent information. People who do not respond or who are no longer interested or eligible are removed from the waiting list; typically 30% of the waiting list is thus deleted each year. People who remain on the waiting list receive housing within two years.

SSCHI’s Affirmative Fair Housing Plan has been approved by HUD and its marketing strategy consists of distributing letters to local churches, the Seagoville Chamber of Commerce, the Seagoville Office of the Texas Department of Human Services, the Seagoville Office on Aging, the Lancaster Senior Nutrition Center, and the City of Seagoville advising them of any available units. Also, after the completion of any new units, another letter will be sent to the same organizations inviting them to an open house. During construction (but prior to completion), a 4” x 4” advertisement, which will include the Equal Housing Opportunity logo/slogan and physically challenged logo, will be published in the Seagoville Suburbia News, and announcement handouts will be posted in the local laundry mat and in both local grocery stores.

SSCHI Board of Directors consists of nine members, of which three are elderly and one is an African American male.

**VALUATION PROCESS**

The proposal was evaluated by a review committee consisting of the Director of Planning & Development, the Community Development Assistant, Facilities Management’s Project Engineer, the County’s Housing Rehabilitation Inspector, and the Officer for Minority & Women Owned Business Enterprises.

The proposals were reviewed using the following 140-point criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) W/MBE Participation</td>
<td>15</td>
</tr>
<tr>
<td>2) Number of Beneficiaries</td>
<td>20</td>
</tr>
<tr>
<td>3) Severity of Need</td>
<td>20</td>
</tr>
<tr>
<td>4) Capacity/Experience of CHDO</td>
<td>40</td>
</tr>
<tr>
<td>5) Reasonableness of Approach</td>
<td>45</td>
</tr>
<tr>
<td>Total</td>
<td>140</td>
</tr>
</tbody>
</table>

Based on this criteria, SSCHI received an average score of 104.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>SSCHI</th>
</tr>
</thead>
<tbody>
<tr>
<td>W/MBE Participation</td>
<td>0</td>
</tr>
<tr>
<td>Number of Beneficiaries</td>
<td>10</td>
</tr>
<tr>
<td>Severity of Need</td>
<td>19</td>
</tr>
<tr>
<td>Capacity/Experience</td>
<td>35</td>
</tr>
<tr>
<td>Reasonableness of Approach</td>
<td>40</td>
</tr>
<tr>
<td>Total</td>
<td>104</td>
</tr>
</tbody>
</table>
RECOMMENDATION
It is recommended that $138,900 in CHDO funds be awarded to Seagoville Senior Citizens Homes. Incorporated to be used to build four additional rental units for elderly and/or handicapped individuals.

Recommended by:

J. Allen Clemson, Administrator

cc: Budget Office
    Auditor’s Office
    Lynell Douglas, SSCHI
    CDBG staff

attachment
ATTACHMENT A
EVALUATION SCORES BY REVIEWER

<table>
<thead>
<tr>
<th>SSCHI</th>
<th>Reviewer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>M/WBE Participation (15)</td>
<td>-</td>
</tr>
<tr>
<td>Beneficiaries (20)</td>
<td>10</td>
</tr>
<tr>
<td>Severity of Need (20)</td>
<td>20</td>
</tr>
<tr>
<td>Capacity/Experience (40)</td>
<td>30</td>
</tr>
<tr>
<td>Reasonableness of Approach (45)</td>
<td>40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
June 26, 2001

MEMORANDUM

TO: Commissioners Court

FROM: Selas Camarillo, P.E., R.P.L.S., Assistant Director - Property Division

SUBJECT: Solicitation of Qualification (SOQ) for Indefinite Delivery Quantity ROW Acquisition Services

BACKGROUND OF ISSUE

Commissioners Court Order No. 99-771 dated April 20, 1999 adopted the current Policy used by the Property Division of the Dallas County Public Works Department's for the Procurement of Right of Way (ROW) Services via an Indefinite Delivery Quantity (“IDQ”) Contract. Dallas County awarded its first IDQ Contract to Contract Land Staff, Inc. on September 28, 1999 by Commissioners Court Order No. 1999-1858. The Contract was for a one-year term, which commenced on September 28, 1999 and included the option to extend the Contract for an additional one-year term. Commissioners Court Order No. 2000-1972 dated September 26, 2000 extended the Contract for the one-year renewal option, which will expire on September 27, 2001.

To meet the increased workload in ROW activities and avoid potential delays in clearing right of way it is necessary to advertise the attached SOQ for IDQ ROW Acquisition Services. The new Contract is for a three-year term and includes two one-year renewal options. The initial Contract will not specify any work. As a need for outsourcing services is identified, "work orders" will be awarded for the services as required. The Public Works Department estimates five projects or fifty parcels of various magnitudes and scopes will be outsourced annually based on current workload projections. The IDQ Contract will be negotiated with the highest qualified firm responding to the SOQ.

IMPACT ON OPERATIONS AND MAINTENANCE

The availability of an expedient process to provide additional ROW acquisition capabilities will enhance the delivery of the Major Capital Improvement Program (“MCIP”) and 1991 Bond Program Projects into the construction phase. The Property Division of the Public Works Department will provide the Project Management functions for the outsource contracts.

FINANCIAL IMPACT/CONSIDERATIONS

The MCIP and 1991 Thoroughfare Bond Program projects include funding for ROW acquisition activities. Funding for outsource services will be identified from the specific MCIP or 1991 Bond Program Project being outsourced.

LEGAL IMPACT

The Procurement of the ROW acquisition services or Professional Services under an IDQ Contract was approved by the Commissioners on April 20, 1999 by Court Order 99-771.
The Civil Section of the Assistant District Attorney’s Office has reviewed the SOQ and Contract for legal conformity and their changes have been incorporated in the final documents.

**PERFORMANCE MEASURES IMPACT**

Award of the IDQ Contract for ROW services will permit the Public Works Department to more efficiently complete its performance measure tasks under the new MCIP.

**PROJECT SCHEDULE/IMPLEMENTATION**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief Commissioners Court</td>
<td>July 3, 2001</td>
</tr>
<tr>
<td>Advertise Notice</td>
<td>July 16 and 23, 2001</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>July 23, 2001</td>
</tr>
<tr>
<td>SOQ Receipt Date</td>
<td>August 6, 2001</td>
</tr>
<tr>
<td>Meeting to Review Results of Committee Evaluations</td>
<td>August 28, 2001</td>
</tr>
<tr>
<td>Brief SOQ and Recommend Award</td>
<td>September 11, 2001</td>
</tr>
<tr>
<td>Court Order to Award IDQ Contract</td>
<td>September 18, 2001</td>
</tr>
</tbody>
</table>

**M/WBE INFORMATION**

The Minority/Women Business Enterprise Policy will be required and made a part of the evaluation criteria for the SOQ.

**RECOMMENDATION**

The Director of Public Works recommends that the Commissioners Court authorize the Purchasing Department to advertise the attached SOQ for Indefinite Delivery Quantity Right of Way Acquisition Services with an initial Contract term of three years with the option to extend the Contract two additional one-year terms.

If the Commissioners Court concurs a Court Order authorizing the matters above will be placed on the next regular agenda.

Approved by:

Donald R. Holzwarth, P.E.
Director of Public Works

Attachments

xc: John Dahill, Assistant District Attorney, Civil Section
    Shirley Rapp, Interim Purchasing Agent
July 3, 2001

To: Commissioners Court

From: Dan Savage
Asst. Administrator of Operations

Subject: Amendment to Texas CUC Aggregation Project, Inc., Bylaws

Background
Dallas County is a founding member of the Texas CUC Aggregation Project, Inc., (TCAP). This private non-profit corporation was formed by the conference of Urban Counties (CUC) to provide a vehicle through which an electrical energy aggregation pool could be formed to purchase energy in the deregulated energy market which will start in Texas in January 2002. TCAP has been successful in soliciting participation from a wide variety of governmental units throughout the state including cities, school districts, and special districts. By the way, the City of Dallas, and Dallas Independent School District are participants. When TCAP was formed, no provision was made for giving non-CUC members representation on the TCAP Board of Directors. Furthermore, the TCAP bylaws did not expressly give members the right to opt out of a procurement process. Finally, language relating to TCAP's authority to purchase electricity on behalf of its members was weak and needed to be strengthened. The TCAP Board approved these changes on June 7, 2001. Attached is a letter from Donald Lee, TCAP Executive Director, requests that Dallas County formally approve these changes to the TCAP bylaws. Also attached is a complete copy of the revised bylaws.

Impact on Operations
These changes will provide the opportunity for non-CUC members to have representation on the TCAP Board of Directors which will help increase the purchasing power of the pool. The other amendments clarify and strengthen provisions relating to the individual governments rights to withdraw from TCAP and the authority of TCAP to purchase electricity for local governments.

Financial Impact
No direct or measurable financial impact will occur because of these changes. The changes should strengthen TCAP and make it a more creditable force in the marketplace.
MWBE
Not applicable.

Recommendation
Staff recommends that the proposed bylaw changes be approved by Commissioners Court. If the Court concurs, the attached Court Order will be presented for consideration at the next Court meeting.

Recommended by:

Dan Savage, Administrator for Operations

attachment

DS/rs
Texas CUC Aggregation Project, Inc.
206 West 13th Street
Austin, TX 78701
512/476-6174
512/476-5122 (fax)
www.cuc.org/tcap

June 15, 2001

Honorable Jim Jackson
County Commissioner, Pct. 1
Dallas County
2311 Joe Field
Dallas, TX 75229

Re: Amendments to TCAP Bylaws Requiring Adoption by the Governing Body of Dallas County

Dear Commissioner Jackson:

The Texas CUC Aggregation Project, Inc. appreciates the willingness of Dallas County to found TCAP to pursue the lowest electric rates possible in the coming deregulated electric market. TCAP currently has over 45 member political subdivisions and more than $145 million in aggregated purchasing power.

TCAP was the only political subdivision aggregator to participate in the retail electric pilot project. We feel confident that the experience of the pilot will be invaluable and important as we go forward for the procurement of electric power contracts that start in January 2002.

As TCAP progressed through the process of aggregation and the pilot, three issues arose and TCAP's bylaws have been modified to address these concerns. First, there was no provision giving non-CUC members representation on TCAP's Board of Directors. To respond to this situation, the board of directors has been restructured to allow for representation of non-CUC members of TCAP once the aggregated purchasing powers of such members reaches certain levels, starting at $50 million. This modification was made to Article IV, Sections 1-4, of the attached bylaws. Second, although there was an understanding that members could withdraw at any time before TCAP commences a competitive procurement process and that members would be given 30 days notice before TCAP initiated such a process, this agreement was not expressly included in the bylaws. A provision for this has been added in Article III, Section 3, of the attached bylaws.

Third, during the pilot process some retailers expressed some concern that the bylaw provisions whereby TCAP has all necessary authority to negotiate and execute binding contracts for electricity were not sufficiently clear. Therefore, the TCAP Board of Directors, on June 7, 2001, adopted revised bylaws that restate this provision in clearer terms. The new provision can be found in Article III, Section 1, of the attached bylaws. We do not consider this a substantive change to the bylaws, however statutes require your governing body to approve these changes to remain a member of TCAP. The bylaws, which the board of directors approved on June 7, 2001, also include the changes made in December.
To facilitate the approval of the June 7, 2001 bylaws by your governing body, a sample resolution is included. Please place this resolution on the agenda of your governing body and return a completed and adopted copy of the resolution to us at the TCAP offices.

Please do not hesitate to contact us at 512/476-6174 if we can be of assistance on this or any other matter.

Sincerely,

Donald Lee
TCAP Executive Director

Enclosures:
1. Sample Resolution
2. TCAP Bylaws, Revised June 7, 2001
Resolution

Order No. __________

Date: __________

State of Texas §

[_________Political Subdivision_] §

Be it remembered, at a regular meeting of the [_________governing body of political subdivision_], held on the __________ day of ____________, 2001, on a motion made by ________________, and seconded by ________________, the following order was adopted:

Whereas, the [_________governing body of political subdivision_] has previously approved the articles of incorporation and bylaws of the Texas CUC Aggregation Project, Inc., thereby incorporating and joining TCAP in order to obtain the lowest cost of electricity available in the restructured competitive retail electric market scheduled to open in Texas in January 2002; and

Whereas, changes were made to the bylaws to modify the structure of the Board and to clarify the withdrawal rights of members; and

Whereas, retail electric providers have indicated that they would prefer that the TCAP bylaw provision that provides TCAP with clear authority, under Section 303.001, Texas Local Government, to contract on behalf of member political subdivisions for electric power, be rewritten for clarity; and

Whereas, the TCAP Board, on June 7, 2001, has adopted revised bylaws for TCAP that make the existing provisions in question completely clear; and

Whereas, statutes require that the revised bylaws be re-approved by the [_________governing body of political subdivision_]; and

Whereas, nothing in the revised bylaws changes the right of [_________political subdivision_] to withdraw from TCAP before the date TCAP begins the procurement process.

Therefore Be It Resolved that the [_________governing body of political subdivision_] hereby adopts the TCAP Bylaws (dated June 7, 2001) as presented.
BYLAWS
OF
TEXAS CUC AGGREGATION PROJECT, INC.

ARTICLE I.

Name and Purpose

Section 1. Name. The name of this Corporation shall be Texas CUC Aggregation Project, Inc., which is referred to in these Bylaws as the Corporation.

Section 2. Purpose. The specific and primary purpose of the Corporation is to act as an agent to negotiate the purchase of electricity on behalf of the member political subdivisions with respect to their own electricity use for their respective public facilities. Other purposes of the Corporation will be those permitted by law for political subdivision corporations.

ARTICLE II.

Powers

Section 1. In effectuating its purpose, the Corporation shall have all powers conferred by applicable law, specifically including, but not limited to, the following powers:

a. To purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated, as the purpose of the Corporation shall require, or as shall be donated to it.

b. To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

c. To make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property and income.

d. To sue and be sued, complain and defend, in the name of the Corporation.

Section 2. Notwithstanding any of the foregoing statements of powers, this Corporation shall not engage in any activities which are not in furtherance of, and limited to, the purposes set forth in Section 2 of Article I.

ARTICLE III.

Members

Section 1. Qualifications. The initial members of the corporation shall be the Counties of Dallas, Harris, Jefferson and Tarrant. Thereafter, additional political subdivisions shall qualify
for membership in the Corporation upon the following:
a. Adoption by the governing body of the political subdivision of the Corporation’s Bylaws and Articles of Incorporation, which, pursuant to Section 303.001 of the Texas Local Government Code, authorizes the Corporation to negotiate and execute a binding contract or contracts on behalf of its members for the purchase of electric energy, capacity, energy services, ancillary services, or other electric services for retail or wholesale consumption;
b. Designation by the governing body of the political subdivision of account(s) for the public facilities of the political subdivision for which TCAP is authorized to negotiate and execute a binding contract or contracts for the purchase of electric energy, capacity, energy services, ancillary services, or other electric services for retail or wholesale consumption; and,
c. An affirmative vote of a majority of the Board of Directors of the Corporation approving the political subdivision as a member.

Each member shall appoint, by formal order of its governing body, a membership representative to the Corporation. Each representative shall serve until a successor is appointed by the governing body of the respective member political subdivision. Any notice to be sent to the membership shall be sent to the respective representatives. Only duly appointed representatives may act on behalf of members in the conduct of business of the Corporation.

Section 2. Title. The members of the Corporation shall be referred to collectively as the Membership.

Section 3. Withdrawal.
a. Membership in the Corporation may be withdrawn without prejudice to any rights the Corporation may have under any contract to which the member is a party or to any membership dues and/or fees owed the Corporation.
b. Membership in the Corporation may be withdrawn by providing the Corporation written notice comprised of a resolution duly adopted by the governing body of the member clearly stating that the member is withdrawing from the Corporation and the Corporation is not to aggregate electricity purchasing for any electricity accounts of the member.
c. Membership in the Corporation may be withdrawn at any time before the date on which the Corporation begins a competitive procurement process for the aggregated group. The Corporation shall notify each member representative at least 30 days before the date on which the Corporation will begin a competitive procurement process for the aggregated group.
d. Membership in the Corporation may be withdrawn after the date on which the Corporation begins a competitive procurement process, but such withdrawal shall be effective at the end of
the term of any contract procured in that competitive procurement process.
e. Withdrawal of Membership also constitutes resignation from the Board of Directors of the Corporation.

Section 4. Meetings.
a. The Membership shall meet annually and at such other times and locations as may be set by the Board of Directors.
b. Upon receipt of a written petition by five (5) or more members requesting a special meeting of the Membership, the Board of Directors shall call such meeting.
c. Written notice of all meetings shall be sent to all members at least ten (10) days prior to the date of the meeting.
d. The transactions taken at any meeting of the Membership, however called and noticed, shall be as valid as if taken at a meeting held after regular call and notice, provided at least 10 days written notice is sent to all members and a quorum is present.
e. A majority of the members shall constitute a quorum for the transaction of business at any meeting of the Membership. Unless otherwise provided in these Bylaws, meetings will be conducted in accordance with Robert's Rules of Order.

Section 5. Voting.
a. Each member of the Corporation shall be entitled to one vote, to be cast by the member's representative, on all matters voted upon by the Membership as decided by the Board of Directors. Proxy voting will be permitted, but only if a written proxy is presented to the Chairman prior to the call for a vote.
b. Except as otherwise provided, action by the Membership shall require the affirmative vote of a majority of the members present at a meeting attended by a quorum.
c. The method of voting – whether by voice vote, a show of hands, a roll call or by written ballot – shall be at the election of the Chairman of the Corporation in his/her discretion.
d. The Chairman of the Corporation may initiate a vote on any matter by mail, telephone, facsimile, electronic mail or similar means, in which case a deadline for response shall be established and a lack of response within the designated time shall be recorded as "not voting." Action by such means shall require an affirmative vote of a majority of the members.

Section 6. Liabilities. No member shall be personally liable for any indebtedness or liability of the Corporation, and any and all creditors shall look only to the assets of the Corporation for payment.

ARTICLE IV.

Board of Directors

Section 1. Number. There shall be a Board of Directors, referred to hereafter as the Board.
The Board shall be composed of four directors who are members of the Texas Conference of Urban Counties (hereafter "CUC Director"), and up to three directors who are not members of the Texas Conference of Urban Counties (hereafter "Non-CUC Director").

Section 2. Qualifications of CUC Directors.

a. Each CUC Director shall be an appointed representative of a member of the Corporation that is a dues-paying member of the Texas Conference of Urban Counties.
b. Initially, the four CUC Directors shall be the representatives for Dallas, Harris, Jefferson and Tarrant Counties, and shall serve successive two (2) year terms until recoupment of initial investments as provided for in Article X, Section 3 of these bylaws. Upon final recoupment of initial investments by the initial members of the Corporation, and thereafter upon the expiration of the remaining term of each director from Dallas, Harris, Jefferson and Tarrant Counties respectively, the four CUC Directors will thereafter be elected from any eligible member.
c. At no time may the total number of CUC Directors be less than four.

Section 3. Qualifications of Non-CUC Directors.

a. Each Non-CUC Director shall be an appointed representative of a member of the Corporation that is not a member of the Texas Conference of Urban Counties.
b. At such time as the Non-CUC Corporation membership reaches, and so long as it maintains, a combined yearly amount of electricity purchasing of at least $50 million, one Non-CUC Director shall be elected from those eligible member representatives.
c. If the Non-CUC Corporation membership reaches, and so long as it maintains, a combined yearly amount of electricity purchasing of at least $100 million, two Non-CUC Directors shall be elected from those eligible member representatives.
d. If the Non-CUC Corporation membership reaches, and so long as it maintains, a combined yearly amount of electricity purchasing of at least $150 million, three Non-CUC Directors shall be elected from those eligible member representatives.
e. At no time may the total number of Non-CUC Directors be more than three.

Section 4. Election and Term of Office of CUC and Non-CUC Directors.

a. Each Director shall serve for a term of two years and until a qualified successor is elected.

Notwithstanding, a Director shall not be precluded from being re-elected and serving more than one term.
b. If a Directorship becomes vacant, the Board shall select an eligible member representative, in accordance with these bylaws, to serve during the remainder of the term for which the vacating Director was elected.
c. Only a representative of a member of the Corporation that is a dues paying member of the Texas Conference of Urban Counties may vote in the election of a CUC Director.
d. Only a representative of a member of the Corporation that is not a dues paying member of the Texas Conference of Urban Counties may vote in the election of a Non-CUC Director.

e. The voting strength of each member of the Corporation for the election of a CUC or Non-CUC Director shall be based solely upon the pro-rata share of that member of the estimated total amount of electricity purchased through the Corporation of all members eligible to vote in the election for that Director as of the date of the proposed election. The Board of Directors, before any meeting of the membership in which an election for director is scheduled, shall estimate annual electricity purchasing of the members eligible to vote in that election and determine the voting strength of each member for that election.

f. If the Non-CUC membership falls below the applicable aggregated amount, then all Non-CUC Director terms shall expire at the next annual meeting of the Corporation and the Non-CUC Membership shall hold elections for the then applicable Non-CUC Director positions.

Section 5. Authority. The Board shall have the authority to manage the business affairs of the Corporation, including all lawful powers necessary, expedient and appropriate to:

a. Issue policy statements on behalf of the Corporation;
b. Determine the scope and extent of the activities of the Corporation in furtherance of its purpose and policies;
c. Appoint and set the compensation of an Executive Director;
d. Approve contracts;
e. Initiate or respond to legal actions;
f. Create committees in accordance with Article VI;
g. Approve the publication and dissemination of any report or other document prepared by a component body of the Corporation, except where such approval is the responsibility of the Membership;
h. Establish membership dues in accordance with Article X; and
i. Submit issues to a vote of the membership.

Section 6. Meetings.

a. The Board shall meet as often, at such locations, on such dates and upon such notice as it deems necessary and appropriate, but at least annually.

b. A majority of the members of the Board shall constitute a quorum for the transaction of business.

c. Executive sessions may be called either by a majority of the Board, or by the Chairman of the Corporation.

d. Minutes of the meetings of the Board shall be available to all members of the Board and the Membership.

Section 7. Voting.

a. Each member of the Board shall have one vote on every matter voted on by the Board.

No proxy voting shall be permitted.
b. A majority of the Board members shall constitute a quorum.
c. Action by the Board shall require the affirmative vote of a majority of the members at the meeting attended by a quorum. The method of voting shall be at the discretion of the Chairman of the Corporation.
d. The Chairman of the Corporation may initiate a vote on any matter coming before the Board by mail, telephone, facsimile, electronic mail or similar means, in which event a deadline for response shall be fixed and a lack of response within the designated time shall be recorded as “not voting.” Approval of any action by such means of voting shall require the affirmative vote of a majority of the members of the Board.

Section 8. Reimbursement. Each member of the Board shall be entitled to reimbursement for their expenses for attendance at official meetings of and official functions for the Corporation to the extent such expenses are not otherwise reimbursed from other sources.

ARTICLE V.

Officers

Section 1. Number, Title and Qualifications. The officers of the Corporation shall be those designated as follows:

a. Number and Title. There shall be a Chairman, a Vice-Chairman, a Secretary / Treasurer, and an Executive Director.
b. Qualifications. The Chairman, Vice-Chairman and Secretary / Treasurer shall be duly appointed representatives of members of the Corporation and members of the Board of Directors.

Section 2. Chairman.
a. Election. At the first meeting of the Board of Directors and at each biennial meeting of the Board thereafter (to coincide with the annual meeting of the Membership), a Chairman of the Corporation, heretofore designated as Chairman, shall be elected by the Board for a period of two years and until a qualified successor chairman is elected. Notwithstanding, a member of the Board shall not be precluded from being re-elected and serving more than one term as Chairman. Should the Chairman resign or be unable to continue in office, his/her duties and responsibilities shall be assumed by the Vice-Chairman for the remainder of the term and until a qualified Chairman is elected at the next biennial meeting of the Board.
b. Authority and Responsibilities. The Chairman shall preside at meetings of the Membership and the Board, performing the usual duties of the presiding officer at such meetings. The Chairman shall be the official representative of the Corporation when the
Corporation is to be represented, unless the Board, by a majority vote, shall designate some other member(s) or officer(s) to serve in such capacity. Where authorized, the Chairman shall, with the approval of the Board, appoint individuals to committees to serve at the pleasure of the Board.

Section 3. Vice-Chairman.

a. Election. At the first meeting of the Board of Directors and at each biennial meeting of the Board thereafter (to coincide with the annual meeting of the Membership), a Vice-Chairman of the Corporation, heretofore designated as Vice-Chairman, shall be elected by the Board for a period of two years and until a qualified successor Chairman is elected. Notwithstanding, a member of the Board shall not be precluded from being re-elected and serving more than one term as Vice-Chairman. Should the Vice-Chairman resign or be unable to continue in office, the Chairman may designate a board member to serve as Vice-Chairman for the remainder of the term and until a qualified Vice-Chairman is elected at the next biennial meeting of the Board.

b. Authority and Responsibilities. The Vice-Chairman shall, in the absence or disability of the Chairman, perform the duties of Chairman. He/she shall perform such other duties and have other responsibilities as may be delegated to him by the Board.

Section 4. Secretary / Treasurer.

a. Election. At the first meeting of the Board of Directors and at each biennial meeting of the Board thereafter (to coincide with the annual meeting of the Membership), a Secretary / Treasurer of the Corporation, heretofore designated as Secretary / Treasurer, shall be elected by the Board for a period of two years and until a qualified successor Secretary / Treasurer is elected. Notwithstanding, a member of the Board shall not be precluded from being re-elected and serving more than one term as Secretary / Treasurer. Should the Secretary / Treasurer resign or be unable to continue in office, his/her duties and responsibilities shall be assumed by a successor to be appointed by the Chairman from among the members of the Board for the remainder of the term and until a qualified Secretary / Treasurer is elected at the next biennial meeting of the Board.

b. Authority and Responsibilities. The Secretary / Treasurer, with such staff assistance as the Board shall deem appropriate to provide, shall perform all duties requisite of the Secretary / Treasurer of a Corporation, to include:

(1) Keeping the minutes of the meetings of the Membership and of the Board;
(2) Maintaining custody and supervision of the records and the books of the Corporation;
(3) Providing oversight for the Board of financial transactions undertaken by the Executive Director; and
(4) Oversight of annual financial audits of the corporation to be conducted by an outside auditor and reporting of the findings to the Board.

Section 5. Executive Director.

a. Selection and Term of Office. An Executive Director shall be selected and appointed by the Board to serve at the pleasure of the Board. At the discretion of the Board, the Executive Director may be an independent contractor or an employee of the Corporation.
b. Authority and Responsibilities. The Executive Director shall be the chief executive officer of the Corporation, having all powers and performing all duties appropriate to the capacity and as may be further designated by the Board. Generally, he/she shall perform all acts and have all powers required or authorized by law for the chief executive officer of a corporation, including the signing or verifying of all documents required by law. The Executive Director shall maintain an annual budget and statement of objectives of the Corporation, to be approved by the Board. He/she shall have authority to bind the corporation contractually, and to make expenditures on behalf of the corporation. He/she shall exercise authority over the selection, employment, compensation and direction of all personnel necessary to operate the Corporation and of all vendors and contractors, including legal counsel.

Section 6. Compensation of Officers.

a. Other than as set forth in Article IV, Section 7 (Reimbursement), the Chairman, Vice-Chairman and Secretary / Treasurer shall receive no compensation for their services as officers of the Corporation.
b. The Executive Director shall receive such compensation and other benefits as the Board may determine, and, additionally, shall be entitled to reimbursement of expenses for attendance at official meetings of and official functions for the Corporation.

ARTICLE VI.

Committees

Section 1. Purpose. The purpose of any committee established shall be to provide information and recommend a course of action to the Board on matters relevant to the business of the Corporation.

Section 2. Establishment. The Board may establish such committees, and appoint members thereto from among the membership, as it deems appropriate.

ARTICLE VII.
Contractor Selection

Section 1. Competitive Bids. The corporation shall utilize a formal procedure of inviting and evaluating bids or proposals from as many providers as reasonably possible when acting to procure goods and services on behalf of the membership. However, when a procurement would not be subject to competitive bids if conducted by a county in this state, the Board may vote to allow the corporation to make such procurement without competitive bids.

Section 2. Corporation Purchases. The Board shall set policies for the purchase of goods and services for the administration of the corporation consistent with all applicable laws.

ARTICLE VIII.

Conflict of Interest and Ethical Standards

Section 1. Conflict of Interest. Any member representative of the Corporation or its component bodies having the right to vote shall be disqualified from voting on any matter in which, or where, he/she has a financial interest.

Section 2. Ethical Standards. Any member representative of the Corporation or of its component bodies having the right to vote shall disclose as to the decision-making body any past, current, or prospective association – personal, financial, or otherwise – if in his/her opinion such association may unduly influence his decision. Moreover, it shall be the policy that all employees shall be guided by this standard in making recommendations upon which any decision may be reached.

ARTICLE IX.

Amendment

These Bylaws may be amended by the affirmative vote of a majority of the Board.

ARTICLE X.

Membership Dues and Aggregation Fees
Section 1. Board Authority. The Board shall have the authority to establish membership dues, an aggregation fee, or both, to be applicable to all members of the corporation. The Board may amend such dues and fee at its discretion.

Section 2. Method of Calculation and Payment. The Board shall determine the method of calculating membership dues, be it a fixed sum, a percentage of commodity usage, or any combination of these or other methods. An aggregation fee, if any, shall be set in accordance with applicable law. The Board shall determine the method of payment to the corporation of any such dues and fees.

Section 3. Recoupment of Initial Investments. The initial members of the corporation will be granted a credit against any membership dues or aggregation fee assessed equal to the amount of their respective initial contributions plus interest compounded annually at the prime rate of interest. The Board shall determine the period of recoupment, but it shall begin no later than January 1, 2003 and not exceed five (5) years.

Amendment History:
ORDER NO. ________________
DATE ________________

STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the _________ day of ________________, 2001, on motion made by _________________________________, and seconded by _________________________________, the following order was adopted:

WHEREAS, the Commissioners Court of Dallas County has previously approved the articles of incorporation and bylaws of the Texas CUC Aggregation Project, Inc., thereby incorporating and joining TCAP in order to obtain the lowest cost of electricity available in the restructured competitive retail electric market scheduled to open in Texas in January 2002; and

WHEREAS, changes were made to the bylaws to modify the structure of the Board and to clarify the withdrawal rights of members; and

WHEREAS, retail electric providers have indicated that they would prefer that the TCAP bylaw provision that provides TCAP with clear authority, under Section 303.001, Texas Local Government, to contract on behalf of member political subdivisions for electric power, be rewritten for clarity; and

WHEREAS, the TCAP Board, on June 7, 2001, has adopted revised bylaws for TCAP that make the existing provisions in question completely clear; and

WHEREAS, statutes require that the revised bylaws be re-approved by the Commissioners Court of Dallas County; and

WHEREAS, nothing in the revised bylaws changes the right of Dallas County to withdraw from TCAP before the date TCAP begins the procurement process,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Dallas County hereby adopts the TCAP Bylaws (Dated June 7, 2001) as presented.
DONE IN OPEN COURT, this the ______ day of ______________, 2001.

Lee F. Jackson
County Judge

Jim Jackson
Commissioner, District #1

Mike Cantrell
Commissioner, District #2

John Wiley Price
Commissioner, District #3

Kenneth A. Mayfield
Commissioner, District #4

Recommended by: ____________________________
July 3, 2001

To: Commissioners Court

From: J. Allen Clemson, Administrator

Subject: Jail Health Privatization

BACKGROUND OF ISSUES

The Commissioners Court authorized the development of a Request for a Proposal for a state medical school to operate the Dallas County Adult and Juvenile Detention Medical Health Programs. The stimulus for considering this alternative for a medical school to provide jail health services was a letter written to Dallas County Sheriff Jim Bowles from the University of Texas Medical Branch at Galveston offering to operate Dallas County’s jail health programs for $1.60 per day, per inmate.

The purpose of this memorandum is to present to the Commissioners Court a general scope of services for Adult and Juvenile Detention Health Services, and to gain the Court’s approval on the procurement process.

IMPACT ON OPERATIONS

Parkland Health and Hospital Systems, Office of Budget and Evaluation (OBE), Sheriff’s Department, Health and Human Services, Juvenile Department and Commissioners Court staff have collaborated on the development of the attached scope of service for Adult and Juvenile Detention Medical Services. This information will be supplemented by numerous attachments that provide general information on the operation of the County’s jail and detention health programs. We plan to forward the Adult and Juvenile Detention Medical Health program Request for Proposal to the University of Texas Medical Branch of Galveston, and the Texas Tech University Medical School, and to schedule each for a tour of Dallas County jail and detention health facilities. Each tour will be followed up with a general question and answer session and interview of each service provider. After both institutions have been interviewed, a committee consisting of Parkland Health and Hospital staff, OBE, Sheriff’s Department, Health and Human Services, Juvenile Department and Commissioners Court staff, will select the
most qualified jail health provider and request that the Commissioners Court authorize the negotiation of a contract for turnkey adult and juvenile detention medical services.

This process will follow our standard two-phase procurement: once the most qualified firm is selected, then the final details on price and contract terms will be developed.

Two additional items will be added to the selection process and will be monitored closely: 1) In the event that an outside provider is selected, transitional opportunities will be made available to County jail health personnel; 2) we will ensure that psychiatric care and formularies must be equal to and/or better than what is currently provided.

**SCHEDULE**

With the Court’s approval of the general scope of services and process, we will provide the proposed Request for Proposal and detailed information to both service providers, and schedule interviews in the month of July. Evaluations and recommendations to the Court will be available in the month of August and final contract negotiations will be concluded in October.

**LEGAL**

The contract for Adult and Juvenile Detention Medical Service will be an intergovernmental cooperation agreement and contract.

**FINANCIAL IMPACT**

Dallas County and Parkland Health and Hospital Systems current expense for providing adult and juvenile health services is $13,290,375.00. Based on our June juvenile and adult population data, our cost per detainee is approximately $5.60 per day. We feel when the institutional service providers review Dallas County’s jail intake process, juvenile service requirements, and our psychiatric care formulary, the opportunity for a contract rate of $1.60 will be diminished.

**MINORITY PROCUREMENT**

The request for proposal will include all of Dallas County’s minority/women enterprise forms and questionnaires and these will be included in the evaluation and selection of the best and final medical care provider.
RECOMMENDATION

It is recommended that the Commissioners Court approve the process described in this briefing and the scope of services for the solicitation of an Adult and Juvenile Detention Medical Service provider.

Recommended by: Allen Clemson, Administrator
COUNTY OF DALLAS ADULT AND JUVENILE DETENTION MEDICAL SERVICES
STATEMENT OF WORK

1. BACKGROUND AND OVERVIEW

1.1 The Dallas County Health and Human Services Department provides comprehensive primary care services to approximately 374 youth and 6,000 inmates at various detention / juvenile correction facilities throughout the County. Hospital and clinic services are available for the inmates when services or treatment cannot be provided within the detention facility. Such services are provided at Parkland Memorial Hospital. All jail health costs are paid by the Dallas County Hospital District who is the primary operator of Parkland Memorial Hospital.

1.2 The County’s Health and Human Services Department operates a jail Health Division which is responsible for providing services at all adult and juvenile correctional facilities. There are five adult and two juvenile correctional facilities located throughout the County with medical infirmaries operating in two of the seven facilities.

1.3 Detainees are seen and treated within each detention/correctional facility during scheduled Sick Call hours.

2. SCOPE

Contractor(s) shall provide all primary care services and required hospital services to adult and juvenile residents of Dallas County’s detention facilities.

3. REFERENCES AND DEFINITIONS

3.1 Compliance with the following references, most recent version, is required in performance of the work requirements:

- Texas Commission on Jail Standards
- Sheriff’s Medical Services Policies and Procedures
- Pharmacy formulary for Mental Health Care
- Texas Juvenile Probation Commission Standards for Pre - Post Adjudication Facilities
- Texas Department of Protective and Regulatory Services - for Emergency Shelter and Basic Child Care Facilities
4. **SERVICE REQUIREMENTS**

4.1 Contractor shall provide management, staffing, facilities, equipment and supplies for all portions of the work under and/or covered by in the contract unless specifically identified as County-furnished.

4.2 Contractor shall provide the following services at the identified facilities:

**Services**

- Emergency Room
- Trauma
- On-site Physician Sick Calls
- Pre Placement Physicals of Juvenile Detainees
- Specialty Clinics
  - Orthopedic
  - OB/GYN
  - Emergency Medicine
  - Internal Medicine
- Psychiatric Services
- Pharmacy
- ## 24 Hour Nursing Coverage

**Detention Facilities/Juvenile Correctional Facilities**

- Central Intake
- West Tower
- North Tower
- George Allen
- Kays
- Henry Wade Juvenile Justice Center
- Dallas County Youth Village

4.3 Collaborate with the Sheriff’s Office, the Contractor’s point-of-contact for jail operation is the Chief Deputy of Detention or designee, Juvenile Justice system - Deputy Director of Institutions or designee and for jail medical issues Dallas County Hospital District Vice President for Acute Care or designee. All contact designations shall be in writing.

4.3.1 Contractor shall immediately remove and replace any contractor personnel authorized to work in a Sheriff’s Detention Facility upon request of the Chief Deputy or designee for the Juvenile Justice System upon request of the Deputy Director of Institutions. If such objectionable personnel are not removed immediately, authorization for said personnel to work in the detention facility(ies) will be revoked. Immediately is defined as within three work hours after notification to the Contractor.
The Contractor shall comply with the National Commission on Correctional Health Care (NCCHC) or other standards of care as determined by the County Hospital District.

4.4 Contractor shall provide (by own staff or arrangements with others at Contractor’s expense) the following services:

4.4.1 Initial intake screening for the approximate 120,000 detainees which consists of medical and mental health services.

A. The Health Care Contractor shall screen all inmates for mental health services as directed by standards established by the County Hospital District. The medical staff will provide mental health evaluation, suicide risk identification, medication management and crisis intervention and will seek to obtain commitment to State facilities for inmates whose conditions make this action appropriate.

B. Upon admission, all inmates and Juvenile residents shall receive medical screening by a nurse and a physical examination prior to placement in the general population.

C. TB screening shall be administered to all inmates at the time of book-in.

4.4.2 SICK CALL

A. Primary care services to inmates scheduled to be seen at each detention facility. Physicians shall visit detention facilities during scheduled hours to assess, treat or refer inmates to an off-site treatment facility.

B. Hours shall be scheduled throughout the day and may include evening and weekend hours. Hours shall vary depending on the number of inmates scheduled to be seen.

C. Most detention facilities have scheduled sick calls daily in Juvenile facilities and from Monday through Friday in the adult corrections facilities.

D. Each sick call session takes about four hours and facilities may have more than one session a day.

E. The average number of inmates is approximately thirty per sick call.

4.4.3 HOSPITAL CARE

A. Facilitate access to hospital services on an as-needed basis. Hospital services may include, but are not limited to: Emergency Room (ER) services; Trauma services; Inpatient, Outpatient and Specialty Clinic services.

B. Inmates will be taken to health care facilities that are approved by the County Hospital District and County Sheriff.
4.4.4 **SPECIALTY CARE**

Facilitate individual access to appropriate specialty medical services on an as-needed basis.

4.4.5 **PHYSICIAN LIAISON**

A. Provide Physician Liaison to collaborate with the County in the following areas: peer review, quality assurance monitoring, utilization review activities, and clinical policy and procedure development and implementation (i.e., protocols, formulary).

B. Physician Liaison shall also serve as liaison between County and off-site health care facilities on an ongoing basis regarding inpatient admissions, treatment and discharges.

4.4.6 **MEDICATION**

A. Dispense and administer all medication.

B. Medication shall be dispensed under the supervision of appropriate licensed/certified health care personnel.

C. Medication for mental health care shall follow the formulary established by the County Hospital District.

4.4.7 **ANCILLARY SERVICE**

The health care Contractor shall provide all laboratory and diagnostic tests, including x-rays, deemed necessary by the responsible physician as well as routine required procedures such as serologies, PPD, etc.

4.4.8 **ELECTIVE MEDICAL CARE**

The health care Contractor will not be responsible for elective medical care. Such care is defined as medical care which, if not provided, would not in the opinion of the physician cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.

4.4.9 **DENTAL CARE**

On-site dental care shall be available only for conditions designated acute (limited to extraction or temporary fillings only).

4.5 **DUTIES TO BE PERFORMED**

4.5.1 Contractor shall work closely with County Detention staff to ensure that acceptable standards
for on-site medical care is provided in accordance with, but not limited to, the standards set forth by National Commission on Correctional Health or other standards of care approved by the County Hospital District.

4.5.2 Contractor's physicians shall prescribe and monitor medications, including adherence to the Pharmacy formulary.

4.5.3 Contractor's physicians, at Contractor's expense, shall make referrals for off-site consultations, tests, and procedures.

4.5.4 Contractor's personnel shall work closely with the County's public health, mental health, and case work staff in a team approach and provide consultation, as indicated, regarding the treatment of patients once released or scheduled for release.

4.5.5 Contractor shall provide a 24-hour emergency telephone number for after-hours consultations with County Detention staff.

4.6 CONTRACTOR FURNISHED SUPPLIES, EQUIPMENT AND FACILITIES

4.6.1 Contractor shall provide all supplies, equipment and facilities it deems necessary and/or proper for the Contractor to perform and complete the services required by this Contract at the detention facilities. All supplies and equipment currently on site may be used by the Contractor. If the contractor desires to use on-site supplies and equipment the County and Contractor will agree on acceptable terms.

4.7 LICENSURE AND CERTIFICATION OF PROFESSIONAL PERSONNEL

Contractor shall:

4.7.1 Obtain all licenses or permits that are, or shall become, necessary to the performance of this contract and keep such licenses and permits current for the duration of the contract.

4.7.2 Insure that all staff have current, valid, unrestricted licenses and certificates to provide care within the scope of practice described by each particular license of certificate.

A. All physicians shall be licensed to practice medicine in the State of Texas in accordance with the appropriate laws and regulations.

B. Specialty physicians shall at a minimum be eligible for Board Certification in the physician's area of specialty.

4.7.3 Insure that all Contractors' medical personnel are certified in Cardiopulmonary Resuscitation (CPR).

4.7.4 Maintain all licenses and/or certification credentials for all Contractor personnel and shall provide the County with copies of verified licenses and/or certifications upon request.
4.8 MEDICAL RECORD DOCUMENTATION

Contractor shall:

4.8.1 Insure that all Contractor’s medical personnel document treatment and findings in the inmate’s medical record in an accurate, timely manner, and in compliance with accepted medical procedures.

A. All entries shall be legible and signed by the author, giving both name and title.

B. Consultation reports and extensive progress notes shall be dictated by Contractor’s physicians and transcribed by Contractor and transcribed reports are to be reviewed and signed by the Contract physician within 72 hours of transcription availability.

C. Verbal orders pertaining to the general medical care of inmates shall be written.

4.9 TRAINING

Contractor shall:

4.9.1 A. Arrange for Contractor’s staff to be available for initial on-site orientation by County Health and Detention staff.

B. Arrange for Contractor’s staff to be available for ongoing training, in-service training by County staff on changes in protocols and procedures.

C. Maintain training files. Copies of training verification documents shall be provided to the County upon request.

4.9.2 All programs of instruction concerning the detention facilities will be approved by the County Detention staff.

4.10 REPORTS

4.10.1 Contractor shall submit reports to the County as may be requested or specified.

4.10.2 Contractor shall provide a monthly report of inmates treated, referred, et cetera, in a format to be provided by the County with each monthly invoice. This progress or compliance report will be used by the County to determine satisfactory contract performance.

4.11 LITIGATION

4.11.1 All Contractor’s records and personnel shall be available to the County and/or the County’s legal council to defend any and all claims against the County and its Officials and employees.
4.12 HOLD HARMLESS AND INDEMNIFICATION

4.12.1 The Contractor shall indemnify and hold harmless Dallas County, Dallas County Hospital District, Dallas County Sheriff's office, Dallas County Juvenile Department and their employees from any and all claims, demands and judgments related to services provided for under this Agreement.
July 3, 2001

TRAVEL REQUESTS

1) **FIRE MARSHALL** - Jim Badgett - 72nd Annual Texas Municipal Fire School - College Station, TX - July 24-27, 2001 in County vehicle with gas credit cards and $260 from DDA account.


MISCELLANEOUS EQUIPMENT

1) **DEPARTMENT:** 2530 Road and Bridge District #3
   **ITEMS:** 1 - Porta Mole Machine
   **ESTIMATED COST:** $7,000
   **FUNDING SOURCE:** Within Budget
   **EXPENDITURE SOURCE** 00105.2530.08610.2001 (Road and Bridge Fund, Road Precinct #3, Special Equipment, FY2001)
PROPOSED ACTION: Road and Bridge District #3 has requested approval to purchase a Porta Mole Machine to clean drainage culverts without removing the culvert. It will eliminate the use of heavy equipment. On District 3’s FY 2001 approved equipment list is a Water Tank that will not be purchased. The funding for the Porta Mole Machine would replace the funds allocated for the Water Tank. Recommended by the Office of Budget and Evaluation.

2) DEPARTMENT: 3312
ITEMS:
1 - Stryker Saw
ESTIMATED COST: $1,300
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.3312.08610.2001 (General Fund, Medical Examiner, Special Equipment, FY2001)

PROPOSED ACTION: The Office of the Medical Examiner requests to replace a borrowed saw. The department borrowed a saw from Parkland Hospital’s autopsy division and in turn caused irreparable damage to it. Recommended by the Office of Budget and Evaluation.

3) DEPARTMENT: 3130
ITEMS:
1 - Lotus Notes
ESTIMATED COST: $100
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.3130.08630.2001 (General Fund, Sheriff’s Warrants Division, Software, FY2001)

PROPOSED ACTION: The Sheriff’s Office Warrants Division requests authorization to purchase one Lotus Notes license. This will allow them to access Fuginet, a data base of Parolees. Recommended by the MIS Director.
TELECOMMUNICATIONS REQUESTS

Auditor
M-0106039 - requests to relocate extension 6425 on the 4th floor to Room 407. Installation: $37.50; no monthly service increase. **Recommended.**

M-0106040 - requests to relocate a single-line phone on the 4th floor to Room 407. Installation: $37.50; no monthly service increase. **Recommended.**

M-0106041 - requests to relocate extension 7223 to 4th floor conference room used as central location for a project. Installation: $37.50; no monthly service increase. **Recommended.**

M-0106042 - requests to relocate extension 7920 to 4th floor conference room used as central location for a project. Installation: $37.50; no monthly service increase. **Recommended.**

Public Works
M-0106069 - requests to upgrade single-line phones to single-lines with speaker phone to allow the use of conference call when necessary. Installation: $42.00; no monthly service increase. **Recommended.**

District Clerk M-0106064 - requests to install a multi-line phone to be used by a temporary Court in Aux #3. Installation: $42.00; no monthly service increase. **Recommended.**

CSCD
M-0106055 - requests to install a data-line cable to replace existing defective cable. Installation: $45.80; no monthly service increase. **Recommended.**

M-0106068 - requests to relocate a data-line cable in Room A1-12 to the 9th floor Court 11. Installation: $45.80; no monthly service increase. **Recommended.**

M-0106065 - requests to install five data-line cables in training Room A5-115. Installation: $250.00; no monthly service increase. **Recommended.**

Infirmary M-0106057 - requests to install a data-line cable on the 3rd floor Room #3M10 to provide access to Kronos on-line. Installation: $45.80; no monthly service increase. **Recommended.**

J.P. Court Precinct 5-2 M-0106060 - requests to install a new data-line cable to replace existing damaged cable. Installation: $45.80; no monthly service increase. **Recommended.**
Divert Court M-0106043 - requests to install a single-line to be used with a modem in Room A-20 on the 5th floor of the Frank Crowley Courts Building. Installation: $31.50; no monthly service increase. Recommended.

Sheriff Release Section M-0106056 - requests to relocate several coaxial cables in the 2nd floor Release Section of Lew Sterrett. Installation: $2,222.24; no monthly service increase. Recommended.

Sheriff Warrants Enforcement M-0106037 - requests to install two data-line cables in Room C7-2 to provide access to County network. Installation: $162.00; no monthly service increase. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.