DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

June 3, 2003

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

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**

******
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath, Director
        Health and Human Services Department
DATE: June 3, 2003
SUBJECT: PROFESSIONAL SERVICES CONTRACT WITH SCHLUMBERGER
        (Immunization Grant)

BACKGROUND

On August 27, 2002, the Commissioners Court approved court order No. 2002 1539 for Dallas County Health and Human Services (DCHHS) to contract with Dallas County IT vendor. DCHHS is requesting approval to enter into a professional services contract with SchlumbergerSema, Inc. to provide (1) one LAN/WAN administrator. The LAN/WAN position has always been funded from the TDH immunization grant when SCT was the IT contractor. Since SchlumbergerSema is now the vendor and the LAN/WAN administrator position is not covered under the County’s master agreement, a professional services agreement between DCHHS and SchlumbergerSema is needed. The LAN/WAN administrator will provide technical support for the immunization ICES/TWICES program, Housing, STD and TB divisions.

OPERATIONAL IMPACT

There is no operational impact to Dallas County.

FINANCIAL IMPACT

The funding is being provided by the Texas Department of Health Immunization grant. There is no financial impact to Dallas County. SchlumbergerSema, Inc. agrees to provide (1) one LAN/WAN administrator to the Dallas County Health and Human Services at a cost not to exceed $38,341.00.

LEGAL IMPACT

The County Judge is required to sign the agreement after approval by the Commissioners Court. The District Attorney’s Office, Civil Section has reviewed and modified the contract content and the contract has been approved as to form.
RECOMMENDATION

It is recommended that the Dallas County Commissioners Court does hereby approve the professional services contract with SchlumbergerSema, Inc. to provide (1) one LAN/WAN administrator, and authorize the County Judge to sign the Agreement on behalf of Dallas County.

Recommended by: [Signature]
Betty Culbreath, Director

c: J. Allen Clemson, Court Administrator
Virginia Porter, Auditor's Office
Ryan Brown, Budget Officer
STATE OF TEXAS § PROFESSIONAL SERVICES AGREEMENT
§ NO. 16 BETWEEN DALLAS COUNTY, ON
§ BEHALF OF DALLAS COUNTY HEALTH
§ AND HUMAN SERVICES, AND
§ SCHLUMBERGERSEMA, INC.

1. PARTIES

Whereas, This Professional Services Agreement No. 16 ("Agreement 16") is entered into by and between Dallas County ("County") and SchlumbergerSema, Inc. ("Service Provider"), a Delaware corporation, and is expressly incorporated by reference to that Master Information Technology Services Agreement ("Master Agreement") executed between County and Service Provider on May 21, 2002.

Whereas, the County is represented by and through the Dallas County Health and Human Services ("DCHHS"), a governmental entity, in this Agreement 16; and

Whereas, DCHHS desires, for the preservation and protection of the County's public health and safety, to have the abilities to secure, survey, collect, manipulate and immediately exchange critical health data (including but not limited to information relating to contacts, laboratories, clinics, and personnel) between DCHHS and its public health partners (including but not limited to DCHHS personnel, business associates, clinical partners, public health agencies, relevant laboratories, as well as appropriate city, state and federal programs or agencies); and

Whereas, Service Provider has the resources and knowledge to support the operations of the ICES/TWICES System ("System") in order to ensure day to day operation and maintenance of the System, to achieve DCHHS' goals of securing, surveying, managing, collecting and immediately exchanging critical health data.

Now therefore, this Agreement 16 is entered into by and between the County, for DCHHS, and the Service Provider, pursuant to Part II, Section B, Provision 8 on page 9 of the Master Agreement that allows Service Provider to add new services, and pursuant to the authorization of Government Code Sections 2254.002 and 2254.003, for services relating to the ICES/TWICES System for the security, collection, management and immediate exchange of critical health data between DCHHS and its public health partners.

2. DCHHS' RESPONSIBILITIES

Conditional upon full funding from the Texas Department of Health (TDH), DCHHS shall be responsible for the following:

A. Acquiring all the necessary hardware and software for this project;

B. Providing to Service Provider access to available documentation, essential subject matter material and resources (including personnel for purposes of interviews and audits, facilities, workspace, desk phones, as well as appropriate secured areas) to collect
relevant information needed to assess and complete project tasks;

C. Assigning appropriate personnel, including data analyst, entry personnel, system administration personnel, subject matter experts, who will cooperate and use reasonable efforts to assist Service Provider;

D. Assigning a DCHHS Contact Person with overall responsibility for the project, who will act as Service Provider's primary contact and who will have the decision-making authority regarding day to day management as well as have immediate access to all decision-makers;

E. Developing a time line for the completion of the tasks/deliverables to be performed by Service Provider.

3. SERVICES TO BE PERFORMED BY SERVICE PROVIDER

A. Service Provider shall provide a qualified local and/or wide area computer network (LAN/WAN) administrator who will also manage and migrate the proposed System for DCHHS ("Coordinator");

1. The Coordinator shall have the following minimum qualifications:

   a) Education and experience equivalent to a Bachelor's degree from an accredited college or university in computer science or in a job related field of study;

   b) Two (2) years experience in computer network administration and systems applications and analysis;

   c) Appropriate knowledge of and skill in (including but not limited to):

      i. Network design concepts,

      ii. Troubleshooting techniques on computer hardware and software,

      iii. Client/server system concepts,

      iv. Installing and configuring of computer equipment,

      v. Analyzing, diagnosing, and resolving software and hardware problems and their interrelationships,

      vi. Communicating orally and in writing with all levels of people on both general administrative and technical levels, and

      vii. Evaluating and making recommendations on communications
service options;

B. Service Provider shall coordinate with the DCHHS Contact Person to review the performance of the Coordinator on a Quarterly basis;

C. Service Provider shall provide technical support for the following groups within DCHHS: Housing, STD and TB;

D. Service Provider may, in addition, also perform reasonably related tasks/deliverables that are mutually agreed upon by both DCHHS and Service Provider;

E. Service Provider shall provide technical support for the following specifications of the System:

1. ICES, which is the program in current use;

2. The new program “TWICES,” which may require the purchase of additional network equipment, network cabling, and additional or upgraded access to the Internet;

3. Migration of the ICES system to the TWICES system;

4. Coordinate on behalf of DCHHS as Contact Administrator for administering and supporting various functions of ICES/TWICES as well as assess and maintain hardware needs and provide support of the local network infrastructure.

F. Service Provider shall provide appropriate levels of twenty-four hour day and seven-day week (24/7) Service Desk and hardware and software support as the system becomes operational and as outlined in the Master Agreement.

4. TERM

The term of this Agreement 16 shall be conditional on full funding from TDH.

This Agreement 16 shall begin November 01, 2002 and end October 31, 2003.

The Agreement 16 may be renewed annually for the next four (4) years upon mutual agreement. The Agreement 16 shall terminate at the earlier of the end of five (5) years, October 31, 2007, or at the time full or partial funding from TDH is discontinued.

In the event that the funding from TDH is reduced, the parties may enter into another Agreement based on the reduced funding.

5. TERMS AND CONDITIONS OF PAYMENT

Notwithstanding any provision contained in this Agreement 16, and subject to availability of full
funding from TDH, County agrees to compensate Service Provider for each month during the original term and any extension thereto on a monthly basis at the monthly pro-rated amount of Three Thousand One Hundred Ninety-Five Dollars and 00/100 ($3,195.00); for a total not-to-exceed annual amount of Thirty-Eight Thousand Three Hundred Forty-One Dollars and 00/100 ($38,341.00). Service for a partial month shall be pro-rated on a daily basis.

7. HIPAA

A. Definitions:

Service Provider is considered a “business associate” of the County under the Health Care Portability and Accountability Act of 1996, Pub. L. No. 104-191. The terms used, but not otherwise defined, in this section shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, or the Privacy Rule at 45 C.F.R. Parts 160, 162 and 164.

B. Obligations and Activities of Service Provider under HIPAA

1. Service Provider agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

2. Service Provider agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

3. Service Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Service Provider of a use or disclosure of Protected Health Information by Service Provider in violation of the requirements of this Agreement.

4. Service Provider agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

5. Service Provider agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Service Provider on behalf of County agrees to the same restrictions and conditions that apply through this Agreement to Service Provider with respect to such information.

6. Service Provider agrees to provide access, at the request of County, and in a timely manner, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

7. Service Provider agrees to make any amendment(s) to Protected Health
Information in a Designated Record Set that County directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of County or an Individual, and in a timely manner.

8. Service Provider agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Service Provider on behalf of County available to County, or an authorized representative of the County, or to the Secretary, in a timely manner or designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

9. Service Provider agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

10. Service Provider agrees to provide to County or an Individual, in a timely manner, information collected in accordance with this Agreement 16, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. Permitted Uses and Disclosures by Service Provider

1. **General Use and Disclosure Provision:** Except as otherwise limited in this Agreement 16, Service Provider may use or disclose Protected Health Information on behalf of, or to provide services to, County for the purposes as provided in this Agreement 16, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

2. **Specific Use and Disclosure Provisions:**

   a) Except as otherwise limited in this Agreement 16, Service Provider may use Protected Health Information for the proper management and administration of the Service Provider or to carry out the legal responsibilities of the Service Provider.

   b) Except as otherwise limited in this Agreement 16, Service Provider may disclose Protected Health Information for the proper management and administration of the Service Provider, provided that disclosures are Required By Law, or Service Provider obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Service Provider of any instances of which it is aware in which
the confidentiality of the information has been breached.

c) Except as otherwise limited in this Agreement 16, Service Provider may use Protected Health Information to provide Data Aggregation services to County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

d) Service Provider may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

D. Obligations of County

1. County shall notify Service Provider of any limitation(s) in its notice of privacy practices of County in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Service Provider's use or disclosure of Protected Health Information.

2. County shall notify Service Provider of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Service Provider's use or disclosure of Protected Health Information.

3. County shall notify Service Provider of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Service Provider's use or disclosure of Protected Health Information.

E. Permissible Requests by COUNTY:

County shall not request Service Provider to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, except that Service Provider may use and disclose protected health information for data aggregation and management and administrative activities of Service Provider as provided in this Agreement 16.

F. Term and Termination

1. Term. The Term of this Agreement 16 shall be effective as of April 14, 2003, and shall terminate when all of the Protected Health Information provided by County to Service Provider, or created or received by Service Provider on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause. Upon County's knowledge of a material breach by Service Provider, County shall either:
1) **Effect of Termination.**

   a) Except as provided in paragraph (2) of this section, upon termination of this Agreement 16, for any reason, Service Provider shall return or destroy all Protected Health Information received from County, or created or received by Service Provider on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Service Provider. Service Provider shall retain no copy of the Protected Health Information.

   b) In the event that Service Provider determines that returning or destroying the Protected Health Information is infeasible, Service Provider shall provide to County notification of the conditions that make return or destruction infeasible. Service Provider shall extend the protections of this Agreement 16 to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Service Provider maintains such Protected Health Information.

G. **Miscellaneous**

1. **Regulatory References.** A reference in this Agreement 16 to a section in the Privacy Rule means the section as in effect or as amended.

2. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement 16 from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

3. **Survival.** The respective rights and obligations of Service Provider under this Agreement 16 shall survive the termination of this Agreement 16.

4. **Interpretation.** Any ambiguity in this Agreement 16 shall be resolved to permit County to comply with the Privacy Rule.
EXECUTED THIS ___________ DAY OF ______________________ 2003.

COUNTY:                     SERVICE PROVIDER:

BY: Margaret Keliher
   Dallas County Judge

RECOMMENDED:

BY: Betty Culbreath-Lister, Director
    Dallas County Health & Human Svcs.

*APPROVED AS TO FORM:

BY: Janet R. Ferguson
    Chief, Civil Section
    Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
MEMORANDUM

TO:        COMMISSIONERS' COURT
FROM:      Betty Culbreath, Director
           Health and Human Services Department
DATE:      June 3, 2003
SUBJECT:  WEATHERIZATION ASSISTANCE PROGRAM

BACKGROUND

The Texas Department of Housing and Community Affairs (TDHCA) has awarded Dallas County Health and Human Services the Weatherization Assistance Program (WAP) contracts for Dallas County. They are as follows: (1) DOE (contract #563102) and (2) LIHEAP (contract #813102).

The WAP contract period is April 1, 2003 through March 31, 2004. The WAP will weatherize 235 low-income homes in Dallas County. The weatherization work will include: caulking, weatherstripping, ceiling insulation, replacing and repairing of doors and windows, patching holes in the building envelopes, roof repair, and insulating inefficient water heaters. The program also funds tuneup, repair, or replacement of unhealthy heating and cooling appliances.

OPERATIONAL IMPACT

Health and Human Services will administer the program with (7) seven full-time employees. Staff funded under this contract includes: (1) one program monitor, (3) three assessor's, (2) two part-time assistant assessor's, (1) one clerk V, and (1) one grants analyst. There is (1) one new assessor position being added.

Program support funds and administration funds earned through this program may be used to purchase special equipment and vehicles, as needed to further the objectives of this program.

FINANCIAL IMPACT

TDHCA will fully fund this program with contracted funds totaling $769,092. Of this amount, $614,534 is allocated for material, program support, labor and roof repair, $3,112 for insurance, $800 for fiscal audit, $1,500 for training and technical assistance, $68,282 for health and safety, and $80,864 is available for administration costs.
LEGAL IMPACT

The contract from TDHCA requires the approval of the Commissioners Court and the signature of the County Judge. TDHCA plans to execute the weatherization program contract electronically.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court does hereby approve the Weatherization Assistance Program (WAP) contract with the Texas Department of Housing and Community Affairs in the amount of $769,092.00, and authorize the County Judge to electronically sign all related contract documents on behalf of Dallas County.

Recommended by: Betty Culpheath, Director

cc: Virginia Porter, Auditor's Office
    Ryan Brown, Budget Officer
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM
ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

CONTRACTOR NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
CONTRACT NUMBER: 813102
ALLOCATION YEAR: 813
ALLOCATION PERIOD: 04/01/2003 - 03/31/2004

CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, April 1, 2003 through March 31, 2004 (hereinafter the "Contract Period").

DEPARTMENT FINANCIAL OBLIGATIONS

$487,133.00 LIHEAP FUNDS CURRENTLY AVAILABLE

$487,133.00 TOTAL ANTICIPATED LIHEAP FUNDS

Additional funds may be obligated via Letter of Notification. Funds may only be obligated and expended during the current allocation year. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS*

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<td>ADMINISTRATION**</td>
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<td>ROOF REPAIR***</td>
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DWELLING UNITS TO COMPLETE 151

FOOTNOTES:
* Denotes that a request to adjust any budget categories must be received in writing before the adjustment can be made to the budget breakdown. The only categories that can be adjusted are the Administration and/or in the Health and Safety categories. There can be no more than 2 revisions made per allocation year. A written request must be received at least 90 days prior to the end of the allocation period.

** Denotes maximum for administration based on 10% of total allowable expenditures.

*** Roof Repair budget not to exceed 5% of Materials / Program Support / Labor budget. This amount is not included in the total.

**** Denotes the maximum for Health and Safety expenditures.
PERFORMANCE

Contractor's service area is amended to consist of the following Texas counties:
Dallas County

Contractor shall provide weatherization program services to complete a minimum of 151 dwelling units during the allocation period. WAP costs per unit, excluding health and safety expenses, shall not exceed $2,614.

EFFECTIVE: 04/01/2003

DALLAS COUNTY DEPT. OF HUMAN SERVICES

BY: NOT SIGNED on DALLAS COUNTY DEPT. OF HUMAN SERVICES, Executive Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

BY: NOT SIGNED on Edwina P. Carrington, Executive Director

This contract is not effective unless signed by the Executive Director of the Department or her authorized designee.
CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is April 1, 2003 through March 31, 2004 (hereinafter the "Contract Period").

DEPARTMENT FINANCIAL OBLIGATIONS

| DOE WAP FUNDS CURRENTLY AVAILABLE | $280,458.00 |
| TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE | $1,500.00 |
| TOTAL ANTICIPATED DOE WAP FUNDS | $280,458.00 |
| TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS | $1,500.00 |

Additional funds may be obligated via Letter of Notification. Funds may only be obligated and expended during the current allocation period. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS*

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* Denotes that a request to adjust any budget categories must be received in writing before the adjustment can be made to the budget breakdown. The only categories that can be adjusted are the Administration, Insurance, Fiscal Audit and/or Health and Safety. There can be no more than 2 revisions made per allocation year. Written request must be received at least 90 days prior to the end of the allocation period.

** Denotes maximum for administration based on 10.526315% of total allowable expenditures excluding travel for training.

*** Denotes $1,500 for liability insurance and the remaining balance for pollution occurrence insurance.

**** Denotes that Health and Safety cannot exceed 10% of the total allowable expenditures.
PERFORMANCE

Contractor's service area consists of the following Texas counties:
Dallas County

Contractor shall provide weatherization program services to complete a minimum of 84 dwelling units during the allocation period. WAP costs per unit, excluding health and safety expenses, shall not exceed $2,614.

EFFECTIVE: 04/01/2003

DALLAS COUNTY DEPT. OF HUMAN SERVICES

BY: NOT SIGNED on DALLAS COUNTY DEPT. OF HUMAN SERVICES, Executive Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

BY: NOT SIGNED on Edwina P. Carrington, Executive Director

This contract is not effective unless signed by the Executive Director of the Department or her authorized designee.
MEMORANDUM
DALLAS COUNTY SHERIFF'S DEPARTMENT

DATE : May 28, 2003
TO : Allen Clemson, County Administrator
FROM : Gary Lindsey, Captain, Patrol Division
SUBJECT : Impaired Driver Traffic Safety Grant
THRU : Channels

BACKGROUND:
The Sheriff's Department has had a DWI enforcement safety grant since 1994. The FY 2003 Safe and Sober Grant provides for DWI enforcement on selected sites in Dallas County that have a high incident of alcohol related crashes and injuries. The grant allows enforcement to be conducted from 10:00 PM to 4:00 AM, Thursday night through Sunday morning and during holiday periods such as Memorial Day, July 4th and New Year's Eve.

The National Highway Traffic Safety Administration (NHTSA) has provided additional enforcement money to TxDOT for two enhanced enforcement periods to impact the impaired driver in Texas. The Dallas TxDOT District has asked the Sheriff's Department to accept additional DWI enforcement money for the period of June 27 through July 13, 2003. The additional grant removes the hours and days of the week restrictions and will allow DWI enforcement seven days a week during the time period. During some periods of the grant, DWI enforcement may be done 24 hours a day to significantly impact DWI's during the July 4th holiday time period. A separate briefing will be prepared later for the proposed enhanced period during the Christmas holidays.

Providing additional money, with enhanced enforcement times, was deemed by TxDOT and NHTSA to be easier than trying to modify the original grant.

FINANCIAL:
The grant provides $10,500 for overtime to conduct DWI enforcement from June 27 through July 13, 2003. The Texas Department of Transportation will reimburse Dallas County for all salary and benefit expenses associated with the grants including the expenses for a deputy to run the Intoxilyzer instrument in the Mobile Intoxilyzer Unit.

OPERATIONAL IMPACT
Existing vehicles and equipment will be used to conduct the enhanced DWI enforcement during the time period.
RECOMMENDATION:

It is recommended that the Court accept the additional DWI enforcement grant for the period of June 27 through July 13, 2003.

Gary Lindsey
Captain

Reviewed by: Jesse Herrera 5/28/03
Jesse Herrera, Assistant Chief Deputy, Operation Services  Date

Reviewed by: David Kuykendall 5/28/03
David Kuykendall, Chief Deputy, General Services Bureau  Date
TERROR TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS **

THE COUNTY OF TRAVIS **

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department, and County of Dallas, hereinafter called the Subgrantee, and becomes effective when fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) _ local government. 


WITNESSETH

Project Title: Impaired Driving Mobilization Selective Traffic Enforcement Program (STEP)

Brief Project Description: To conduct two impaired driving enforcement efforts covering June 27 - July 13, 2003, and December 19 - January 4, 2004.

AGREEMENT

Grant Period: The Grant becomes effective on June 16, 2003, or on the date of final signature, whichever is later, and ends on January 31, 2004.

Maximum Amount Eligible for Reimbursement: $10,500. Cost incurred after the end of a fiscal year cannot be reimbursed without prior written approval from the Department. (See also Article 3, Limitation of Liability, in the Standard Provisions)

Project Year: _ Estimated Budget:

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Project Year: _ Estimated Budget:

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<td>Indirect/F&amp;A Cost</td>
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<td>TOTAL</td>
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</tbody>
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In addition to the Standard Provisions of the Agreement that follow, the following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Project Description
- Attachment B, Project Budget
- Attachment C, Standard Assurances
- Attachment D, Debarment Certification
- Attachment E, Lobbying Certification (required if amount payable is $100,000 or more)
- Attachment F, Child Support Statement
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.

THE SUBGRANTEE

County of Dallas

[Legal Name of Agency]

By

[Authorized Signature]

[Name and Title]

Date

ATTEST:

[Signature]

[Name and Title]

Under authority of Ordinance or Resolution Number (for local governments):

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission.

By

District Engineer

Texas Department of Transportation

Date

By

Director, Traffic Operations Division

Date

Mailing Addresses

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims, and correspondence. (NOTE: For warrants (checks), the address indicated by the mail code, last three digits of the PIN on page 1, shall be used. If that address is not appropriate for warrants, please change the mail code accordingly and notify TxDOT of any changes.):

For Subgrantee:
Name: Gary Lindsey
Title: Captain
Organization: County of Dallas
Address: 1512 E. Langdon Rd.
Dallas, TX 75241
Phone: 972-225-6118
Fax: 972-225-8175
E-mail: glindsey@dallascounty.org

For Texas Department of Transportation:

Pat Hickman
Traffic Safety Specialist
Texas Department of Transportation
4777 E. Hwy 80
Mesquite, TX 75150-6643
214-320-6235
214-319-6568
phickma@dot.state.tx.us
STANDARD PROVISIONS

ARTICLE 1. RESPONSIBILITIES OF THE PARTIES

The Subgrantee shall undertake and complete the project as described in Attachment A, Approved Project Description, and in accordance with all terms and conditions included hereinafter. The Department shall provide assistance as appropriate and as specified in said Attachment A.

ARTICLE 2. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment B, Approved Project Budget. The amount included in the project budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment B, Approved Project Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments made hereunder will be made in accordance with Attachment B, Approved Project Budget. The Subgrantee's expenditures may not exceed any budget category in the Approved Project Budget by an amount greater than 5% of the total reimbursable amount of the budget without a written agreement amendment. However, the Subgrantee must provide written notification to the Department of a change of 5% or less, prior to payment of the Request For Reimbursement that includes the change, indicating the amount and percent change and the reason(s) for it. The maximum amount payable shall not be increased as a result of exceeding a budget category without a written grant amendment.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with Attachment B, Approved Project Budget, within the time frame specified in Grant Period on page 1.

D. Payment of costs incurred under this agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
   • A-21, Cost Principles for Educational Institutions;
   • A-87, Cost Principles for State and Local Governments; or,
   • A-122, Cost Principles for Nonprofit Organizations.

E. The Subgrantee agrees to submit monthly or quarterly requests for reimbursement, as designated in Attachment A, within thirty (30) days after the end of the billing period. The Subgrantee will use billing statements acceptable to the Department. The original billing statement and one copy is to be submitted to the address shown on page 2 of this agreement.

F. The Subgrantee agrees to submit the final request for payment under this agreement within sixty (60) days of the end of the grant period.

G. The Department will exercise all good faith to make payments within thirty days of receipt of properly prepared and documented requests for payment. Payments, however, are contingent upon the availability of appropriated funds.

H. Project agreements supported with federal funds are limited to the length of the agreement period and usually do not receive extended funding beyond three years. If both the Department and the Subgrantee agree that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the three year limit. To be eligible, the Subgrantee must have a cost assumption plan by the end of the first twelve months. This plan will include a schedule for phasing in funding from its own resources and the phasing out of funding support from the Department. All plans must be approved by the Department before any extension beyond the three year limit will be granted. Preference will be given to those projects for which the Subgrantee has assumed some cost sharing by the end of the first twelve months, and to those which propose to assume the largest percentage of subsequent project costs. Certain categories of funds may be exempted by the federal government from the time limit requirement. Unless exempted, all federally-funded agreements are considered to be subject to the time limit provision. Funding support for all state-funded projects will be limited to the term of the agreement. Any extension beyond that time will be negotiated on a case-by-case basis.
ARTICLE 3. LIMITATION OF LIABILITY

Because funds are authorized on a fiscal year basis only, payment of costs incurred hereunder is contingent upon the availability of funds.

If at any time during the agreement period the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the agreement. Such termination will be conducted in such a manner that will minimize disruption to the Subgrantee and the Department, and as further specified in General Provision G9, Termination.

The Subgrantee, if other than a State agency, shall be responsible for settlement of any and all claims and lawsuits by third parties arising from or incident to the Department's non-payment of the Subgrantee's claim under this agreement. The Subgrantee expressly acknowledges that its responsibility includes the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims or lawsuits are based upon the Department's non-payment of claims submitted under this agreement. The Subgrantee shall defend any suits brought upon all such claims and lawsuits and pay all costs and expenses incidental thereto, but the Department shall have the right at its option to participate in the defense of any suit, without relieving the Subgrantee of any obligation hereunder.

ARTICLE 4. AGREEMENT AMENDMENTS

If at any time during the agreement period the Department determines that additional funds are needed to continue the project and the maximum amount payable is insufficient, a written amendment is to be executed to authorize additional funds, if the Department and the Subgrantee determine to continue project funding.

Additionally, any changes in the agreement period, agreement terms or responsibilities or the parties hereto shall be enacted by written amendment executed by both parties.

The amendment shall be agreed upon by the parties to this agreement and shall state the change to the mutual satisfaction of the parties. In no event will the agreement period be extended unless a written amendment is executed before the completion date specified in Article 1.

ARTICLE 5. ADDITIONAL WORK

If the Subgrantee is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. In the event that the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and provide compensation for doing this work on the same basis as the original work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the agreement period specified on the cover page to this Grant.

ARTICLE 6. CHANGES IN WORK

When the approved project description requires a completed work product, the Department will review the work as specified in the approved project description. If the Department finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Subgrantee will make such revisions as requested and directed by the Department. Such work will be considered as additional work and subject to the requirements established in Article 5.

If the Department finds it necessary to require the Subgrantee to revise completed work to correct errors appearing therein, the Subgrantee shall make such corrections and no compensation will be paid for the corrections.
ARTICLE 7. GENERAL TERMS AND CONDITIONS

G1. Indemnification

To the extent permitted by law, the Subgrantee, if other than a State agency, shall save harmless the Department from all claims and liability due to the acts or omissions of the Subgrantee, its agents or employees. The Subgrantee also agrees to save harmless the Department from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a State agency, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries and/or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee or the Department.

G2. Inspection of Work

The Department and, when federal funds are involved, the U. S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or a subcontractor, the Subgrantee shall provide and require the subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

G3. Disputes and Remedies

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered in support of agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement with the Executive Director acting as referee.

This agreement shall not be considered as specifying the exclusive remedy for any dispute or violation or breach of agreement terms, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

G4. Noncollusion

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
G5. Reporting

Not later than fifteen days after the end of each reporting period, as designated in Attachment A, the Subgrantee shall submit a performance report using forms provided or approved by the Department. The performance report will include as a minimum (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives were not met, if appropriate, and (3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Subgrantee shall submit the final performance report within 30 days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and objectives, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or producing more work units than originally projected.

G6. Records

The Subgrantee agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder, said books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereinafter called the records, and shall make such records available at its office at all reasonable times for the time period authorized in Article I, Contract Period. The Subgrantee further agrees to retain said records for four years from the date of final payment of contract costs incurred hereunder.

Duly authorized representatives of the Texas State Auditor, the Texas Department of Transportation, the United States Department of Transportation, and the Office of the Inspector General shall have access to the records at reasonable times during the period of the agreement and the four years retention period for the purpose of making audits, excerpts, transcriptions, and other examinations. This right of access is not limited to the four year period but shall last as long as the records are retained. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year retention period, the subgrantee shall retain the records until completion of the action and resolution of all issues which arise from it.

G7. Audit

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

G8. Subcontracts

Any subcontract rendered by individuals or organizations not a part of the Subgrantee's organization shall not be executed without prior authorization and approval of the subcontract by the Department.

Subcontracts in excess of $25,000 shall contain all required provisions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.
G9. Termination

The Department may terminate this agreement at any time before the date of completion whenever it is determined that the Subgrantee has failed to comply with the conditions of the agreement. The Department shall give written notice to the Subgrantee at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this agreement agree that the continuation of the agreement would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.

Upon termination of this agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee shall, at the option of the Department, become the property of the Department.

The Department shall compensate the Subgrantee for those eligible expenses incurred during the agreement period which are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of termination.

Except with respect to defaults of subcontractors, the Subgrantee shall not be in default by reason of any failure in performance of this agreement in accordance with its terms (including any failure by the Subgrantee to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Subgrantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Subgrantee.

G10. Gratuities

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefits, gifts or favors from any person doing business with or who reasonably speaking may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts or favors to Department employees, except as mentioned hereabove. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

G11. Compliance With Laws

The Subgrantee shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

G12. Successors and Assigns

The Department and the Subgrantee each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department.
G13. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the Subgrantee or furnished to the Subgrantee by the Department shall be delivered to and become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

G14. Resources

The Subgrantee warrants that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

G15. Property Management

The Subgrantee shall establish and administer a system to control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards, as appropriate, in:

- 49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;" or,
- OMB Circular A-110, "Uniform Requirements for Grants to Universities, Hospitals, and Other Nonprofit Organizations."

G16. Procurement Standards

The Subgrantee shall maintain procurement standards which meet or exceed the requirements, as appropriate, of:

- 49 CFR 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;" or,
- OMB Circular A-110, "Uniform Requirements for Grants to Universities, Hospitals, and Other Nonprofit Organizations."

G17. Insurance

When directed by the Department, the Subgrantee, if other than a State agency, shall provide or shall require its subcontractors to secure a policy of insurance in the maximum statutory limits for tort liability, naming the Department as an additional insured under its terms. When so directed, the Subgrantee shall provide or shall require its subcontractor to furnish proof of insurance on TxDOT Form 20.102 (12/91) to the Department, and shall maintain the insurance during the grant period established in Article 1.

G18. Equal Employment Opportunity

The Subgrantee agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).
G19. Nondiscrimination

During the performance of this agreement, the Subgrantee, its assigns and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Subgrantee shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21 and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2. **Nondiscrimination:** The Subgrantee, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subgrantee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee’s obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports:** The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Subgrantee’s noncompliance with the nondiscrimination provisions of this agreement, the Department shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:
   - withholding of payments to the Subgrantee under the agreement until the Subgrantee complies, and/or
   - cancellation, termination, or suspension of the agreement in whole or in part

6. **Incorporation of Provisions:** The Subgrantee shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into such litigation to protect the interests of the Department; in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

G20. Disadvantaged Business Enterprise

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, have the opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Par 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, national origin, or gender in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and, after the notification of the Department, may result in termination of the agreement by the Department or other such remedy as the Department deems appropriate.
G21. Debarment/Suspension

The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

The Subgrantee shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

G22. Signatory Warranty

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the grant agreement, or within thirty days, she/he will sign a letter designating signature authority by position title for grant-related documents other than the grant agreement or grant agreement amendments. These other grant-related documents will include, but not be limited to, the following: cost assumption plan, application for project extension, administrative evaluation report, requests for reimbursement (RFR), and routine correspondence.

G23. Assurances and Certification

The Subgrantee attests that the assurances included in Attachment C of this agreement and the certification included in Attachment D of this agreement are accurate and current.

G24. Intellectual Property

Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

Copyrights: TxDOT, the [other party to the contract], and the federal government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes:
- the copyright in any works developed under this agreement or under a subgrant or contract under this agreement;
- any rights of copyright to which the [other party to the contract], its subgrantee, or contractor purchases ownership of with financial assistance hereunder.

Patents: Rights to inventions made under this agreement shall be determined in accordance with 37 CFR 401. The standard patent rights clause at 37 CFR §401.14 as modified below is hereby incorporated by reference:
- the terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) or the clause;
- Paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and
- Paragraph (1) of the clause entitled "Communications," shall read as follows: "(1) Communications. All notifications required by this clause shall be submitted to TxDOT."

If the grant results in the development of any intellectual property as defined in Transportation Code, Section 201.205, the Department and the Subgrantee shall jointly own all the rights, title, and interests in and to all data and other information developed under the grant. Each agency may license, reproduce, publish, modify, or otherwise use and authorize others to use the copyright in any work developed under this grant. All such documents will contain a copyright mark acknowledging this joint ownership. There will not be a charge to either agency for such use.
I. PROBLEM STATEMENT:

Texas continues to be the national leader in the number of Driving While Intoxicated (DWI) deaths, injuries and alcohol related crashes in the nation. In 2000, Texas had 16,080 reported alcohol-related crashes, with 898 of those crashes resulting in death. Many of these deaths could be prevented. In an effort to reduce economic and personal losses, Texas will be conducting two targeted Impaired Driving Mobilizations in conjunction with the national mobilizations (June 27 – July 13, 2003 and Dec. 19 – Jan. 4, 2004). Many Texas law enforcement agencies do not have the resources to enhance their enforcement efforts to focus on the impaired driver. Some federal traffic safety funding has been provided over the years to various agencies for DWI selective traffic enforcement projects (STEP) and these programs have been extremely successful. In order to decrease DWI, DWI crashes, deaths, and injuries in Texas, additional enforcement, along with a highly visible media campaign, is the key.

II. OBJECTIVES/PERFORMANCE GOALS:

Objective:
To conduct (1) one Impaired Driving Mobilization STEP by September 30, 2003.

Performance Goals:

A. To make a minimum of 30 DWI arrests under this grant during the June 27 – July 13, 2003 Impaired Driving Mobilization.
B. To complete administrative and general grant requirements for each fiscal year.
C. To support grant enforcement efforts with a public information and education (PI&E) program for each mobilization.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a police officer make a specified or predetermined number of arrests in pursuance of the Subgrantee's obligations hereunder.

III. PERFORMANCE INDICATORS:

The following performance indicators shall be included in the Performance Reports, Annex Reports, and summarized in the Administrative Evaluation:

A. Number and type of citations/arrests issued under the Impaired Driving Mobilizations.

B. Subgrantee total number and type of citations/arrests including STEP.
C. Number of Impaired Driving Mobilization STEP enforcement hours worked.

D. Maintenance of non-Impaired Driving Mobilization STEP activity.

E. Number of officers working Impaired Driving Mobilization STEP trained in the Standardized Field Sobriety Testing (SFST).

F. Number of news conferences. A minimum of (1) one news conference must be conducted for each mobilization.

G. Number of public information and education materials distributed (by item) provided by statewide media contractor.

H. Number of news releases issued. A minimum of (2) two news releases must be issued for each mobilization.

I. Number of alcohol-related crashes during the mobilizations.

IV. RESPONSIBILITIES OF THE SUBGRANTEE:

A. Carry out the objective/performance goals of this grant by implementing the Action Plan in this attachment.

B. An Administrative Evaluation summarizing all activities and accomplishments will be submitted on Department approved forms. The first AER is due on August 28, 2003 for activity in FY 2003. In addition to a hard copy, an electronic version must also be submitted to the Department.

C. Attend meetings according to the following:

1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.

2. The project coordinator or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.

D. No out of state travel is allowed under this grant agreement.

E. Maintain verification that wages or salaries for which reimbursement is requested is for work exclusively related to this project.

F. In addition to the Impaired Driving Mobilization enforcement activities, maintain the agency's total non-STEP enforcement citations at no less than the level attained prior to grant approval.

G. Ensure that the enforcement hours worked under the grant are for Impaired Driving
Mobilization enforcement activities.

H. Ensure that each officer working on the Impaired Driving Mobilization project will complete an officer's daily report form. At a minimum, the form should include: name, date, badge number, type grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type citation/arrest, officer and supervisor signatures.

I. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty.

J. Support enforcement efforts with public information and education in coordination with statewide efforts.

K. Require that all officers assigned to work DWI enforcement are trained in the NHTSA/IACP Standardized Field Sobriety Testing (SFST). Provide a letter to the Department from the enforcement agency head, training officer, or authorized individual stating that the officers working the grant are trained.

L. Subgrantees with a Traffic Division will utilize traffic personnel for this grant unless such personnel are unavailable for assignment.

M. Ensure that salaries for employees reimbursed under this grant are either overtime pay or additional hires. In no case will federal funds supplant (i.e., replace existing state or local expenditures with the use of federal grant funds) Subgrantee wages for activities which are already supported by local or state funds.

N. Submit performance reports to the Department within (15) fifteen days after the enforcement period, July 28, 2003 for the mobilization.

O. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant period.

P. If an officer makes an Impaired Driving Mobilization related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

Q. Once the Buckle Up Texas Website (www.buckleuptexas.com) has been modified to accept information for all STEPS, the Subgrantee agrees to enter all Performance and Annex Report data onto this website.

V. RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with performance obligations and fiscal requirements of this grant.

B. Provide program management, technical assistance, and attend meetings as appropriate.
C. Reimburse the Subgrantee for all eligible costs as defined in Attachment B, Approved Project Budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of this agreement.

D. Perform an administrative evaluation of the project at the close of the grant period to include a review of adherence to budget, Action Plan and attainment of objective/performance goals.

VI. OPERATIONAL PLAN:

FY 2003 Impaired Driving Mobilization STEP

<table>
<thead>
<tr>
<th>SITE DESCRIPTION</th>
<th>Enforcement Period (dates and range of acceptable times during which enforcement should be conducted)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>June 27- July 3, 2003 (6:00 p.m. - 6:00 a.m., daily)</td>
</tr>
</tbody>
</table>
Impaired Driving Mobilization
Jurisdiction wide

| July 4 - July 6, 2003 (24 hour per day) |
| July 7 - July 13, 2003 (6:00 p.m. - 6:00 a.m., daily) |

### FY 2003 Impaired Driving Mobilization STEP Schedule

**June 27 – July 13, 2003**

<table>
<thead>
<tr>
<th>Pre-Media Campaign</th>
<th>Enforcement Mobilization</th>
<th>Post-Media Campaign</th>
</tr>
</thead>
<tbody>
<tr>
<td>June</td>
<td>July</td>
<td></td>
</tr>
<tr>
<td>23 24 25 26 27 28</td>
<td>1 2 3 4 5 6 7 8 9 10 11</td>
<td>13 14 15 16 17 18</td>
</tr>
</tbody>
</table>

### Description of Activities

**Pre-Media Campaign**
Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the DWI law is being enforced.

**Enforcement Mobilization**
Intensify overtime enforcement by placing primary emphasis on increasing the number of arrests for DWI during both mobilization periods.

**Post-media Campaign**
Conduct local media events to tell the public why additional alcohol enforcement is important and the results of the mobilization.
### FY 2003 ACTION PLAN

**OBJECTIVE:** To conduct (1) one Impaired Driving Mobilization STEP by September 30, 2003.

Administrative and general grant requirements.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>RESPONSIBLE</th>
<th>PROJECT MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Grant delivery meeting held.</td>
<td>Department</td>
<td>P</td>
</tr>
<tr>
<td>2. Requests for Reimbursement submitted.</td>
<td>Subgrantee</td>
<td>P FY 03</td>
</tr>
<tr>
<td>4. Grant progress review meeting.</td>
<td>Subgrantee &amp; Department</td>
<td>P</td>
</tr>
<tr>
<td>5. Conduct on-site monitoring visit.</td>
<td>Department</td>
<td>P</td>
</tr>
<tr>
<td>6. Administrative Evaluation submitted for each FY.</td>
<td>Subgrantee</td>
<td>P FY 03</td>
</tr>
<tr>
<td>7. Submit letter regarding signature authority.</td>
<td>Subgrantee</td>
<td>P</td>
</tr>
<tr>
<td>8. Submit SFST training letter.</td>
<td>Subgrantee</td>
<td>P</td>
</tr>
<tr>
<td>9. Submit operational cost per vehicle mile (if applicable).</td>
<td>Subgrantee</td>
<td>P</td>
</tr>
<tr>
<td>10. Conduct enforcement efforts.</td>
<td>Subgrantee</td>
<td>P P</td>
</tr>
</tbody>
</table>
**FY 2003 ACTION PLAN**

**OBJECTIVE:** To conduct (1) one Impaired Driving Mobilization STEP by September 30, 2003.

Public information and education (PI & E) activities requirements.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>RESPONSIBLE</th>
<th>PROJECT MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contact the Department regarding PI&amp;E procedures and planning to coordinate with statewide efforts.</td>
<td>Subgrantee</td>
<td>P</td>
</tr>
<tr>
<td>2. Distribute materials provided by Department's statewide media contractor.</td>
<td>Subgrantee</td>
<td>P P</td>
</tr>
<tr>
<td>3. Maintain records of all PI&amp;E materials received/distributed.</td>
<td>Subgrantee</td>
<td>P P</td>
</tr>
<tr>
<td>5. Conduct news conference(s).</td>
<td>Subgrantee</td>
<td>P</td>
</tr>
<tr>
<td>6. Issue news release(s).</td>
<td>Subgrantee</td>
<td>P P</td>
</tr>
</tbody>
</table>

**KEY:**
- **P** = planned activity
- **C** = completed activity
- **R** = revised

IDM STEP 5/03
**Traffic Safety Project Budget**  
(for Law Enforcement Projects)

**Project Title:** Impaired Driving Mobilization STEP (FY 2003)

**Name of Subgrantee:** County of Dallas  
(Round figures to nearest dollar)

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Labor Costs</th>
<th>Fringe Benefits</th>
<th>Travel and Per Diem*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>(100) Salaries</strong></td>
<td><strong>(200) Fringe Benefits</strong></td>
<td><strong>(300) Travel and Per Diem</strong></td>
</tr>
<tr>
<td><strong>(100) Salaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime or Regular Time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salary rates are estimated for budget purposes only. Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate. List details:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Enforcement (overtime)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Officers: 170.00 hrs. @ $31.00 per hr.</td>
<td>5,270</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Sergeants: 50.00 hrs. @ $35.00 per hr.</td>
<td>1,750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Lieutenants: ___ hrs. @ $___ per hr.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. PI&amp;E Activities (overtime)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[not to exceed 10% of Total Salaries budgeted (100)]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.00 hrs. @ $31.00 per hr.</td>
<td>372</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Other (i.e., overtime staff, supervisory support, conducting surveys, in-house instructors for OP violators course) [not to exceed 10% of Grand Total Budget Amount]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify: sup. support intox. operators</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36.00 hrs. @ $35.00 per hr.</td>
<td>1,260</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>8,652</td>
<td>0</td>
<td>8,652</td>
</tr>
<tr>
<td><strong>(200) Fringe Benefits</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List details:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Deputies @ 19.88%</td>
<td>1,122</td>
<td></td>
<td>1,122</td>
</tr>
<tr>
<td>B. Sergeants @ 19.88%</td>
<td>598</td>
<td></td>
<td>598</td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Fringe Benefits</strong></td>
<td>1,720</td>
<td>0</td>
<td>1,720</td>
</tr>
<tr>
<td><strong>(300) Travel and Per Diem</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursements will be based in accordance with Subgrantee's travel policy, not to exceed state rates.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I. Total Labor Costs (100 + 200 + 300)</strong></td>
<td>10,500</td>
<td>0</td>
<td>10,500</td>
</tr>
</tbody>
</table>

**Budget Detail:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Travel (300), Equipment (400), Supplies (500), Contractual Services (600), and Indirect Cost Rates (800)
**Attachment B**

**Project Title:** Impaired Driving Mobilization STEP (FY 2003)
**Subgrantee:** County of Dallas

(Round figures to nearest dollar)

<table>
<thead>
<tr>
<th></th>
<th>TxDOT</th>
<th>State/Local</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Category II - Other Direct Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(400) Equipment*</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(500) Supplies*</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(600) Contractual Services*</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(700) Other Miscellaneous*</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>A. Subgrantee Vehicle Mileage:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee’s average cost per mile to operate patrol vehicles, not to exceed the state rate. Documentation of cost per mile is required prior to reimbursement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ miles @ $_____ per mile</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>B. Registration fees (training, workshops, conferences, etc.)</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>C. Public information &amp; education (PI&amp;E) materials</strong></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>1. Educational items = $</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>(eg.: brochures, bumper stickers, posters, fliers, etc.)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>2. Promotional items = $</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>(eg.: key chains, magnets, pencils, pens, mugs, etc.)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>D. Other</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Other Miscellaneous</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>II. Total Other Direct Costs (400 + 500 + 600 + 700)</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Budget Category III - Indirect Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(800) Indirect Cost Rate* (at ____ %)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Summary:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Labor Costs</td>
<td>10,500</td>
<td>0</td>
<td>10,500</td>
</tr>
<tr>
<td>Total Other Direct Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Grand Total (I+II+III)</strong></td>
<td>10,500</td>
<td>0</td>
<td>10,500</td>
</tr>
<tr>
<td>Fund Sources (Percent Share)</td>
<td>100.00%</td>
<td>0.00%</td>
<td></td>
</tr>
</tbody>
</table>

---

* Budget Detail: As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Travel (300), Equipment (400), Supplies (500), Contractual Services (600), and Indirect Cost Rates (800)
STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR 18 and OMB Circular A-87, or OMB Circulars A-110 and A-21, or OMB Circulars A-110 and A-122, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act to the applicant’s governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

3. It will comply with Title VI of Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-sided activity.

4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (PL 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. It will give the sponsoring agency the access to and the right to examine all records, books, papers, or documents related to the grant.

9. It will comply with all requirements imposed by the sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will ensure that the facilities under its ownership, lease, supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, PL 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

12. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer to conduct the investigation, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the applicant's governing body of the applicant's grant shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.

It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

It will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
DEBARMENT CERTIFICATION

(1) The SUBGRANTEE certifies to the best of its knowledge and belief, that it and its principals;

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more federal, state, or local public transactions terminated for cause or default.

(2) Where the SUBGRANTEE is unable to certify to any of the statements in this certification, such SUBGRANTEE shall attach an explanation to this certification.

________________________________________
Signature of Certifying Official

________________________________________
Title

________________________________________
Date
June 03, 2003

TO: The Honorable Commissioners Court

FROM: Gloria McCulloch Webb, Purchasing System Specialist/Analyst

SUBJECT: Annual Contract for the Purchase of Paper for Office and Print Shop Use, Bid No. 2003-102-1345

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held on May 27, 2003, authorized the partial award of Bid No. 2003-102-1345, to Various Vendors. Groups 2,3,5-7 and 12 were withheld from award pending clarification from the bidder and briefing to the Commissioners Court.

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Office and Copier Paper (11&quot; x 17&quot;)</td>
<td>$1,231.45 Olmsted-Kirk Paper Company</td>
</tr>
<tr>
<td>3</td>
<td>Carbonless (NCR) Multi-Copy Paper</td>
<td>$49,219.16 Olmsted-Kirk Paper Company</td>
</tr>
<tr>
<td>5</td>
<td>Index Paper</td>
<td>$7,861.56 Olmsted-Kirk Paper Company</td>
</tr>
<tr>
<td>6</td>
<td>Offset/Text Paper; and</td>
<td>$1,181.30 Olmsted-Kirk Paper Company</td>
</tr>
<tr>
<td>7</td>
<td>Parchtext Cover</td>
<td>$700.00 Olmsted-Kirk Paper Company</td>
</tr>
</tbody>
</table>

Groups 2,3,5-7 are being recommended to the overall low bidder as indicated.

Group 12: Envelopes is being recommended to the 2nd overall low bidder (Unisource Worldwide, Inc.) at $29,550.00. The overall low bidder (Olmsted-Kirk Paper Company) at $29,539.50 could only guarantee their bid pricing for thirty (30) days for this item. The bid required bidders to hold prices for 120 days from June 1, 2003 or date of award, Unisource Worldwide, Inc. (2nd overall low bidder) has confirmed to the Purchasing Department that the pricing provided in Bid No. 2003-102-1345 are guaranteed per the terms and conditions set forth in bid.

The primary user of the groups indicated above is the Dallas County Sheriff’s Department – Print Shop. The paper and envelopes are utilized to print various forms and envelopes for county departments.

FINANCIAL IMPACT
The total additional expenditures Dallas County will incur by awarding Group 12: Envelopes to the 2nd lowest overall bidder will be approximately $10.50.

RECOMMENDATION
It is the recommendation of the Purchasing Department that the Dallas County Commissioners Court authorize and approve the award of Groups 2,3,5-7 to the overall lowest bidder Olmsted-Kirk Paper Company and Group 12: Envelopes to the 2nd lowest overall bidder (Unisource Worldwide, Inc.) for Bid No. 2003-102-1345 (balance of award).

Should the Court concur with the recommendation, a Court Order will be placed on the next formal agenda.

Approved By:

[Signature]
Phillips Vasquez, Purchasing Director

c: Gloria McCulloch Webb, Purchasing Department
Bid File 2002-102-1345

Records Bldg. 509 Main Street 6th Floor, Room 623 Dallas, Texas 75202 214/653-7431 Fax 214/653-7449
June 3, 2003

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: Request for Proposal for Collection Services, RFP No. 2003-049-1285

BACKGROUND/ISSUE

RFP No. 2003-049-1285, Request for Proposal for Collection Services, was opened by the Purchasing Department on February 17, 2003. This service is for collecting dormant accounts consisting of outstanding fines and fees for Dallas County Courts. Three (3) proposals were received and evaluated by the evaluation committee which consisted of representatives from the County Clerk, District Clerk, Office of Budget and Evaluation, Management Information Systems and Purchasing Departments. The Dallas County M/WBE Coordinator evaluated the M/WBE section of the proposals. The proposals were evaluated and scored based on information contained in the proposals using the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contractor Qualifications/Experience</td>
<td>15</td>
</tr>
<tr>
<td>2. Collection Procedures</td>
<td>15</td>
</tr>
<tr>
<td>3. Collection Notices</td>
<td>10</td>
</tr>
<tr>
<td>4. Computer Network</td>
<td>15</td>
</tr>
<tr>
<td>5. Management Reports</td>
<td>10</td>
</tr>
<tr>
<td>6. Performance</td>
<td>20</td>
</tr>
<tr>
<td>7. M/WBE</td>
<td>15</td>
</tr>
</tbody>
</table>

The three firms who responded to the RFP were OSI Government Services (OSI), Municipal Services Bureau (MSB) and GC Services. The scores are as follows:

<table>
<thead>
<tr>
<th>OSI</th>
<th>MSB</th>
<th>GC Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications/Experience</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td>Collection Procedures</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>Collection Notices</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>Computer Network</td>
<td>14</td>
<td>9</td>
</tr>
<tr>
<td>Management Reports</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Performance</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>M/WBE</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Totals</td>
<td>74</td>
<td>69</td>
</tr>
</tbody>
</table>
The highest rated firm, OSI Governmental Services, is not being recommended for award because they have declared Chapter 11 Bankruptcy. The District Attorney, Civil Section has recommended not to award OSI the contract. OSI informed Dallas County of their Chapter 11 Bankruptcy filing after their proposal was submitted and evaluated.

FINANCIAL IMPACT

This is a revenue generating contract. Since 1997, the Collection Services contract has generated approximately $703,810 of revenue on previously uncollected fines and fees. Of this amount, it is estimated that $538,042 was collected for the County Clerk and $165,786 was collected for the District Clerk. The current Collection Services contract pays the contractor 20% of collected and deposited revenue. Under this new contract, Dallas County will not pay any percent of collected revenue as the fee structure is in accordance with Texas Code of Criminal Procedure, Article 103.0031, which allows the contractor to collect fees from the client in the amount of thirty percent (30%) on each debt or account receivable. Accordingly, Dallas County can expect to realize an additional twenty percent (20%) of revenues generated. In the event Texas Code of Criminal Procedure, Article 103.0031 is no longer viable and/or available to use as a fee structure guideline, the fee structure will be based on twenty percent (20%) of actual monies received by Dallas County from the Contractor.

RECOMMENDATION

It is the recommendation of the Purchasing Department and the Evaluation Committee that the Commissioners Court award RFP No. 2003-049-1285, Request for Proposal for Collection Services, to Municipal Services Bureau, the second highest rated firm, for the collection of dormant accounts consisting of outstanding fines and fees for the Dallas County Courts. This recommendation is being respectfully submitted for the Court’s consideration.

Should the Court concur with the recommendation, a Court Order will be scheduled for the next regular agenda.

RECOMMENDED FOR APPROVAL

[Signature]
Phillip J. Vasquez, Purchasing Director
SCORING TABULATIONS FOR RFP NO. 2003-049-1285
COLLECTION SERVICES

<table>
<thead>
<tr>
<th></th>
<th>OSI</th>
<th>MSB</th>
<th>GC SERVICES</th>
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<td>Qualifications</td>
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<td><strong>TOTALS</strong></td>
<td>74</td>
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<tr>
<td>Adequacy of the IT Resources</td>
<td>Data Transfer Methods</td>
<td>System Reporting / Capacity / Backup and Recovery</td>
<td>Provide Dallas County w/ Online Access</td>
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<td>GC Services</td>
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<td>MSB</td>
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<tr>
<td>OSI Government Services</td>
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Adequacy
OSI maintains a Data Center environment with mainframe and multiple HP UNIX Servers / Programming staff; GC runs a combination of mainframe and UNIX platforms; MSB references a single DEC Alpha server.

Data Transfer
All three bidders use industry standard data transfer methodologies - including FTP. The County uses many of these same methods when transferring data.

System Reporting, etc.
All three bidders use onsite storage for backup files; GC and MSB use Iron Mountain - the same firm used by Dallas County; GC provides good details on reporting. OSI provides reporting and good details on their hot-site recovery plan; MSB causes me some concern when they state on page 30 that "all information is on the current database", but also mention that they have a nightly cleanup process in which records are deleted.

Online Access
All three will provide the County online access to the data. Both OSI and MSB use a secure internet connection (e.g. VPN); GC simply states that they will support access - but provide no details of the technology.

03/27/2003
<table>
<thead>
<tr>
<th>NOTICES</th>
<th>MSB</th>
<th>OSI</th>
<th>GS SERVICES</th>
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</thead>
<tbody>
<tr>
<td>Methodology of Contacts &amp; Notices</td>
<td>Initial notice is mailed within 24 hours of account being transferred to collection department.</td>
<td>The day an account is assigned OSI automatically sends a notice to the customer. Notice (and the envelopes used to send them) can be modified to address any of Dallas County needs.</td>
<td>Notices are easy to understand. Return payment stub is perforated, making it easy to detach.</td>
</tr>
<tr>
<td>Handling Customers Letter Appearances</td>
<td>All letters are bilingual, and include return envelope.</td>
<td>Letters/Notices can be produced in multilingual text and include a return envelope.</td>
<td>Demand letters are bilingual.</td>
</tr>
<tr>
<td>Questions/Problems</td>
<td></td>
<td>Two initial collection letters are sent in a 60 day period. First letter gives them the right to dispute the validity of the debt.</td>
<td>Turns uncooperative customers over to supervisor.</td>
</tr>
<tr>
<td>Letter Series</td>
<td>A letter series is scheduled for each case. The process is repeated until the series is exhausted.</td>
<td>Letters are sent on a monthly basis until the debt is satisfied or the account is returned to the County.</td>
<td>A series of letters/notices are sent to the defendant</td>
</tr>
<tr>
<td>Letter Appearances</td>
<td>Notifications are created as a bill with a portion to detached and sent with payment.</td>
<td>Correspondence with a delinquent payer is automatically generated when specific activity occurs.</td>
<td>The system can produce a variety of letters.</td>
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<tr>
<td>TELEPHONE CALLS</td>
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<tr>
<td>Transcript of calls</td>
<td>Case information appears on the monitor at the collector's workstation. Collector can make 300 contacts daily. System skip-traces disconnected numbers.</td>
<td>The system coordinates letters and telephone calls with this time from which communicates a sense of urgency and the importance of resolving the delinquent debt.</td>
<td>Uses a very direct approach on the telephone. Asks the customer a series of questions.</td>
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<tr>
<td>Adequacy &amp; Sophistication of Data Processing Resources</td>
<td>Uses a system that automates the dialing process at a call center. If there is no answer a message on voice mail or answering machine is left.</td>
<td>Automated telephone screening system allows screening questions and gives customer option of scheduling an in-person interview.</td>
<td>Uses the telephone calls to update file on the customer.</td>
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<tr>
<td>Frequency of calls</td>
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<tr>
<td>Arrangements to pay by Telephone</td>
<td>If the defendant fails to pay after arrangements are established a &quot;broken promise&quot; letter is send and the individual is re-contacted by telephone.</td>
<td>All telephone contact is scheduled for 3 days after the initial notice is sent.</td>
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<tr>
<td>Vendors</td>
<td>Collection efforts proposed</td>
<td>Procedures For letter sending</td>
<td>Telephone calls, and skiptracing</td>
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<tr>
<td>GCServices</td>
<td>Training – one week long&lt;br&gt;Contact via Mail&lt;br&gt;Letters will receive County approval&lt;br&gt;Spanish translation w/all correspondence to def.</td>
<td>Quality Assurance Measures –&lt;br&gt;Internal reports tracking performance measures&lt;br&gt;Meet quarterly w/court staff and available as requested to discuss services&lt;br&gt;Designated representatives will have ready access during the Court’s business hours W/a max of one-hour turnaround time</td>
<td>Skiptracing – listing of who will be used&lt;br&gt;Contact via telephone – will telephone at least once a month&lt;br&gt;GCS avg. 175 phone per day&lt;br&gt;65% of people contacted pay their fines&lt;br&gt;25 phone attempts before the case initially is deemed uncollectible&lt;br&gt;Outline Skiptracing procedures&lt;br&gt;Skip is defined as an individual that cannot readily be telephoned to discuss an outstanding obligation&lt;br&gt;Unintentional and Intentional Skips</td>
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<tr>
<th>Vendors</th>
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<th>Procedures for letter sending</th>
<th>Telephone calls, and skiptracing</th>
<th>Collection time period</th>
<th>Payment Handling</th>
<th>Implement Work plan and timetable</th>
<th>Handling of non-English speaking clients</th>
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</thead>
<tbody>
<tr>
<td>MSB</td>
<td>Letter series to defendant</td>
<td>Outline general procedures for letters to defendants pg. 22</td>
<td>Skip tracing is conducted on a local, regional and national basis and is ongoing as long as we have the case.</td>
<td>On avg. MSB is able to contact each defendant w/a good address 8 time during the 120 days that they have the case 4 times each by letter and by telephone</td>
<td>Initial request to defendant will always to resolve their obligation by payment in full or posting bond and requesting a court date.</td>
<td>If that isn’t possible payment arrangements will be made.</td>
<td>Collection software automatically flags individuals who have broken payment commitments w/in 3 working days after the payment.</td>
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<td>Predicative Dialer System</td>
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<td></td>
<td>Skip Tracing, Electronically and Manually</td>
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<td></td>
<td>CD ROM Directories</td>
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<td>Telephone Calls to Defendants</td>
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<tr>
<td>OSI</td>
<td>Assignment Rules are used to assign accounts Operations Mgr. Base it up an account representative's experience and ability to handle specific types of accounts. Automated process</td>
<td>Automatically generates letters The day a account is assigned to OSI, WIN automatically sends a notice to the def. Notice can be modified per the County's spec. System in place for postdated checks English and Spanish letters available - other languages available as volume dictates Flexibility of the type of info. the County wants included on the letter Mailing envelopes designs available</td>
<td>All telephone contact is scheduled for two days after the initial notice is sent W/in one day the telephone numbers are verified Def. doesn't respond by the 31st day of the date of mailing and a mail return or a mail return w/no fwding address is not received, OSI will issue another letter During this time OSI account will be attempting to locate defendant through skip tracing System will be program to make sure there is at least one call each month to the def. Outline of Telephone techniques OSI follows</td>
<td>OSI will pursue accounts for the full amount of balance owed Payment plan is available for those def that have financial difficulties OSI has the capabilities to set up variable payment schedules. Promise to Pay accounts will be moved to a Promise File</td>
<td>Recovery range Year 1 = 15 to 25% Year 2 = 20 to 30% Year 3 = 30 to 50% Account balance is the primary criteria affecting what extent of mailing, telephone and skip tracing efforts will be used. Day 1 – 365 outlined activities</td>
<td>OSI employs numerous bilingual account representatives, as well as foreign language collection letters Use At&amp;T Language Line Service and/or Pacific Interpreters both provide 24x7 interpreters via telephone up to 140 different languages</td>
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</table>
2. Contractor’s Qualifications:

A. Contractor is international.

B. Location of office that will service Dallas County is in Houston, Texas. 76 employees with 8 assigned to Government Services. The number of hours and staff to be assigned to Dallas County depends on agreement with Dallas County.

C. Project Manager will be Derrick Gates out of Oklahoma City, OK office.

D. Activities performed at the Houston, Texas, office include billing and collection activities for AMEX, Chevron, American Honda, Mitsubishi Motor Credit, and State of Texas Comptroller’s Office.

E. Texas experience in the collection of dormant accounts - State of Texas Comptroller’s Office. Contracted to provide collection and related services for all delinquent obligations under accounts referred by the comptroller. These obligations include all delinquent taxes, fees, penalties, interest and other statutory amounts due under the referred accounts.

Also has experience with these Courts:
✓ Municipal Court of Seattle
✓ Tacoma Municipal Court
✓ Pierce County, WA District Court #1
✓ Clallam County District Court #1
✓ Superior Court of Washington Juvenile Division of Pierce County
✓ All 99 District Courts in State of Iowa
✓ 44 District Courts in State of Utah
✓ The Unified New York Court System
✓ El Dorado County Superior Court, CA
✓ Salt Lake City Justice Courts, UT
✓ Mesa Municipal Court, AZ
✓ Las Vegas Municipal Court, NV
✓ Recently selected to provide District Court collection services for Denver Metro area
Other Public Sector clients in past 5 years:

State of Iowa - Dept of Revenue and Finance
- Collects delinquent fines and penalties for all 99 courts in Iowa
  02/1997 to present

Tacoma, WA Municipal Court
- 3rd party collection of traffic violations, juvenile and criminal restitution
  02/2000 to present

Pierce Co, WA District Court
- 3rd party collection of traffic violations, juvenile and criminal restitution
  02/2000 to present

El Dorado County Superior Court, CA
- 3rd party collection on moving traffic violations
  12/1998 to present

Municipal Court of Seattle, WA
- Collection of citations, infractions, fines and fees and initiation of garnishment
  12/1990 to present

F. Performance from similar clients:

1. Seattle - average $2m in placements on 14,000 accounts per million, $525,000 in collections on 12,200 accounts collected. AVG = 26%

2. Tacoma, WA - average $121,800 in placements on 1,950 accounts, $378,408 in collections on 1,089 accounts. AVG = 30%

G. No conflict of interest

H. References:

1. State of New Jersey, Dept of Revenue, Mr. Frank Gatti, (609)292-1404, collection and resolution of delinquent business taxes

2. State of Texas, Comptroller’s Office, Dolly Watson, (512)475-0341, collection of business taxes

3. ✔ State of Iowa, Dept of Revenue and Finance, Mr. Stuart Vos, (515)725-0229, collected delinquent fines and penalties for all 99 courts in Iowa.
3. Collection Procedures

A. Activities Proposed

1. Notices and Letters in English and Spanish
2. Telephone contact in English and Spanish, other languages as needed
3. Pay Plans “Promise Files”
4. Failure to comply - bank levy, wage garnishment, repossession of property including vehicles, real property liens
5. Bankruptcy Clerk on site in Houston to handle all bankruptcy issues
6. Skip Tracing - automatic and manual. For automatic, use a Decision Support System that automatically tries 7 different sources to get information needed. For manual, national change of address (NCOA), credit bureau reports, creditors, directory assistance, landlords, nearby’s (relatives and same last name), motor vehicle report, City/County Clerk, US Post Office, employers, voter registration, and utilities. *All accounts, once received and downloaded into their WIN system, are run through NCOA to update addresses.
7. Staff numbers and hours to be determined upon agreement

B. System integrated with 3 credit bureaus with instant access to these databases through computer terminals. OSI has ability to have the clients accounts listed with the bureaus immediately or at 30, 45 or 60 days from placement. Up to date with current regulations for collections for state and federal regulations. Legal considerations include: Privacy Acts, Fairness in Collections Acts, Corporate-Wide FDCPA Compliance Team, Corporate Legal and Risk Management Department, Regional Legal Support, Branch Legal Support, OSI Ethics and Compliance Hotline.

C. Expected recovery rate and specific time table

1. based on averages and experience, expect the following recovery rates:
   1. Year #1: 15% to 25%
   2. Year #2: 20% to 30%
   3. Year #3: 30% to 50%
2. Timeline for Collection Activities: Account balance will be the primary criteria affecting what extent of mailing, telephone and skip tracing efforts.

1. Day 1 - Once accounts received and downloaded into WIN, all run through National Change of Address database to update addresses.

2. Day 2 - Initial notices sent to defendants with good addresses. Accounts over $200 will have long Experian report requested. Those under $200 will have a short report requested. Accounts under $100 may or may not have short report requested.

3. Day 3 - Account reps begin initial attempts to establish contact via telephone. Accounts without phone numbers will be skip traced next day.

4. Days 3 thru 182 - During this time all accounts with telephone numbers will receive attempts to contact the defendant. If contact made, ask for payment in full or setup payment arrangements. If contact not established, account rep will continue skip tracing efforts. Defendants with good addresses will receive monthly notices until payment arrangements are made or account is paid in full.

5. Days 182 thru 365 - By this time, most defendants have paid in full, made payment arrangements or been located. Defendants with good telephone numbers will continue to receive calls until the account is deemed uncollectible. Those with good addresses will also receive monthly notices until payment arrangements made or account paid in full.

D. Contractor's methodology for handling customer's questions and problems:

1. Solution-Oriented approach

2. Regulatory Compliance and zero tolerance for complaints - strictly adheres to federal, state and local laws and regulations governing debt collection activities. Zero tolerance for complaints and rapidly address and resolve any complaints that occur.
E. Methodology for handling non-English speaking customers

1. Employs numerous bilingual account representatives, as well as foreign language collection letters, allowing us to communicate effectively with any responsible party who may not speak or read English. Also use AT&T Language Line Service and/or Pacific Interpreters, both of which provide 24X7 interpreters via telephone for up to 140 different languages.

4. Collection Notices - easy to follow, payment coupon detaches.

5. Computer Network

A. System centers around a technical alliance with Ontario Systems Corporation (OSC); use Hewlett Packard 9000 Corporate Business server products.

1. Their comprehensive automated environment in the accounts receivable management industry is called WIN, World-class Integrated Network, an array of flexible software modules.

2. Data Center is located in a separate facility located in suburban Milwaukee, Wisconsin. All corporate mainframes and servers, data communications equipment, and electronic transmission servers are located in this facility. Separate air conditioning and humidity control systems service the computer room.

B. Terminal access can be made available to us for online inquiry via a VPN connection via the Internet. Requires a Windows-based PC with connectivity to the Internet, either directly or via the network connection to that PC. Terminal emulation software, such as Procomm Plus or any similar VT100 compatible emulation package is also required. Reports can also be made available to us via a web-based reporting site if required.

C. Data Transfer

1. Media types include, but not limited to, magnetic tape, floppy disk, data transmission (BBS, Internet, FTP, etc), mainframe to mainframe.

2. Frequency - placements weekly or monthly. Critical that payment information, particularly for payments made to us directly, be reported to OSI daily so that their efforts can be stopped or put on hold. Updates to demographic information or to the accounts in general can

OSI, 5
happen either on a daily or weekly basis.

D. Ability to maintain records of placements, collections, recovery and backup capability

1. OSI's largest volume WIN system has handled is 7.0 million active accounts and maintains information on more than 14,000,000 inactive consumer records (paid, settled in full, closed). Records of placements, collections, and recovery by month of placements for over 4,000 clients. WIN processes more than 330,000 payments per month.

2. Backup Capability

1. All communications equipment located within the Data Center is fully secured under the security system set up at Data Center. All communications equipment located outside the data center such as multiplexors, concentrators, and terminals are secured within OSI branch facilities. Use 100% dedicated lines.

2. Disaster recovery - Have plans in place no matter where service is temporarily disabled.

3. Hot site - contract with SunGard, industry leader in end-to-end recovery solutions for enterprise information systems. Have a customized "hot site" plans to ensure timely recoverability of OSI's mid-range and client/server environments.

4. Backups of Data - backs up nightly, six days a week. Backup tapes taken to Data Vault, off-site storage facility. In the event of a disaster, tapes sent to the "hot site" for data recovery.

5. Backup collection sites - should a disaster close the collection site, can assign accounts to other OSI locations through WIN system.

6. Has a 250-page proprietary information plan.
6. Management Reports

A. Typical reporting from OSI to the client includes Claims Acknowledgments, Inventory Reporting, Collection Performance Reports and Remittance Statements. Frequency is customized to meet our needs. Type of reports are hardcopy, email or electronic file formats to allow for direct importing of information into a client system.

B. Understand and agree to maintain and make available all documents and relative information to the collections for Dallas County.

C. Typed scripts - see examples. Easy to understand.

SUMMARY:

Texas experience includes Comptroller’s Office. Other Court experience includes 44 District Courts in Utah and 99 District Courts in Iowa, as well as the Unified Court System of New York.

Collection notices easy to understand, find what is due, and a payment coupon is detachable.

Management reports - good explanation of reports, but not as easy to follow as one of the others.
GC Services Limited Partnership

2. Contractor’s Qualifications:

A. Contractor is international.

B. Location of office that will service Dallas County is in San Antonio, Texas. 83 professional staff with expertise ranging from 5 years to 6 months.

C. Activities performed at the San Antonio, Texas, office includes collections activities.

D. Texas experience in the collection of dormant accounts - lists El Paso Municipal Court, Harris County, Galveston, Houston, San Angelo. Also has experience with these Courts:
   ✓ Los Angeles County (12 years) - traffic
   ✓ San Diego County (10 years)
   ✓ California Superior Court Collection Programs (8 years)
   ✓ Kansas Court System

E. Performance from similar clients

1. El Paso Municipal Court - Customized court collection program of parking and non-parking infractions for defendants who fail to appear and fail to pay
   1. Richarda Duffy Momsen, Municipal Court Clerk, (915)546-2955
   2. Average collection rate: 37.9%,
   3. Amounts referred: $55,024,090.00
   4. Amounts Collected: $20,837,316.00

2. LA County - East Los Angeles Court - Court collections program collecting failure to appear and failure to pay traffic delinquencies
   1. Virginia Estrada, Court Administrator, (213)780-2055
   2. Average collection rate: 25%
   3. Amounts referred: $18,678,409.00
   4. Amounts collected: $4,758,574
3. LA County - Metropolitan Court - Court collections program collecting failure to pay traffic delinquencies, VC infractions and misdemeanors.
   1. Bernadette Duncan, Division Chief, (213)744-4001
   2. Average collection rate: 26.3%
   3. Amounts referred: $209,832,588.00
   4. Amounts Collected: $55,267,175.00

4. LA County - Santa Clarita Court - Court collections program collecting failure to appear and failure to pay traffic delinquencies.
   1. Mary Skinner, Court Administrator, (661)253-7301
   2. Average collection rate: 75.5%
   3. Amounts referred: $20,054,810
   4. Amounts collected: $15,136,215

5. Two more courts from LA County with similar results listed.

F. No conflict of interest

G. References:
   1. See references listed above

3. Collection Procedures
   
   A. Activities Proposed
      
      1. Training of Account Reps - week long training which includes a certification test of the Fair Debt Collection Practices Act.
      
      2. Issue delinquency letters with return envelopes and 1-800 number listed. Letters will include Spanish translation.

      3. Telephone contact in English and Spanish, other languages as needed. Voice messages left are not considered legitimate contact. Will occur at least once per month.

      4. All attempts to contact is recorded in automated collection system in chronological order. Gives date, time, collector and type of contact made.
5. 1-800 number is staffed from 8am to 5pm with at least one bilingual associate.

6. Skip Tracing - automatic and manual. For manual, national change of address (NCOA), credit bureau reports, creditors, directory assistance, landlords, neighbors/associates, County Tax Assessor, voter registration, and utilities.

7. Staff numbers and hours to be determined upon agreement

B. GC can report accounts to all three major national credit bureaus - TransUnion, Equifax, Experian. Should we desire, they will attempt to report its accounts to the credit bureaus but their past experience has shown that credit bureaus will refuse to accept data relating to court fines, fees, and forfeitures due to the propensity for disputes.

C. Expected recovery rate and specific time table
   1. Payment amount on balances consistent with us is $167
   2. Average recovery period is 3 to 4 months.

D. Timeline for Collection Activities: Account balance will be the primary criteria affecting what extent of mailing, telephone and skip tracing efforts.
   1. Upon receipt of the cases, GC will initiate contact with the defendant by generation of an initial demand for payment letter.
   2. Approx 20 days after letter generated, telephone contact will be initiated. Skip tracing will begin if necessary.

E. Contractor’s methodology for handling customer’s questions and problems:
   1. State that it depends on our requirements and will manage defendant inquiries in whatever manner best suits our situation.

F. Methodology for handling non-English speaking customers
   1. Translate letters into other languages if needed. Currently employs representatives that speak the following: Arabic, Bulgarian, Creole,
Farsi, French, Greek, Hindu, Italian, Nigerian, Portuguese, Samoan, Tagalog, Yugoslavian, Armenian, Chinese, Dutch, Flemish, German, Hebrew, Irish, Japanese, Pakistani, Russian, Spanish, Taiwanese.

4. Collection Notices - easy to follow, offers 1-800 number for questions.

5. Computer Network

A. Activities are conducted using GC Services’ proprietary System to Automate Recovery (STAR), running on a Unix platform.

B. Terminal access - yes, terminal access available for on-line access to its account information.

C. Data Transfer - data transmission, FTP (e-mail or custom), Bulletin Boards, IBM 3480 cartridge, 9-track reel tape, diskette, 4mm DAT tape, 8mm DAT tape, diskette, hardcopy documentation. Frequency of transfer up to us.

1. Reports can be customized.

D. Ability to maintain records of placements, collections, recovery and backup capability

1. STAR system specifically designed to maintain records of placements.

2. Backup Capability

1. Data backup - network address online storage system (NAS) and tape. Tapes are cycled to offsite vendor for storage.

6. Management Reports - easy to comprehend and understand. Good explanation offered in RFP.

SUMMARY:

Excellent collections for LA County - though appear not to be for dormant accounts - only delinquent.

Collection procedures - skip tracing above normal - have complied national databases for advanced skip tracing using National Real Property, National Judgement, Tax Liens and Bankruptcies, National Fictitious Business Names, DEA Registration, US Aircraft, US Pilots,
National Bankruptcy Index, National PeopleFinder by Wingate, Super Name Header search, Super Address Header Search, National Residential Locator from TraceWizard and Nation Business Locator from TraceWizard.

Employ individuals that speak 25 different languages.

Collection notices are easy to read - all of them have statement at the bottom that individual can request in writing to cease calls to home or job and give address for them. Detachable payment coupon.

Management reports - explanation provided for all reports and reports easy to understand and comprehend.
2. Contractor’s Qualifications:

A. Contractor is nationwide.

B. Location of office that will service Dallas County is in Austin, Texas. Last number for staff came from May, 1999 - 130 employees. Did not state how many would work on account specifically. Staff described as working on our account “five people in accounting post payments, the entire collection department will handle incoming calls, IT as a whole will handle various aspects of communications and so forth.”

C. Contract Administrator will be Thomas Giamboi, President and CEO. Julie Morgan will be the courts initial point of contact within their client services department.

D. Activities performed at the Austin, Texas, office are collection activities for their various clients.

E. Texas experience in the collection of dormant accounts - state that they have over 350 courts in the State of Texas that they contract with.

F. Performance from similar clients:
1. City of Arlington, Court Collections, 17.41% collection rate.
2. City of Grand Prairie, Court Collections, 16.31% collection rate.
3. City of Plano, Court Collections, 34.79% collection rate.
4. City of Richardson, Court Collections, 31.72% collection rate.
5. Brown County, TX, Court Collections, 20.08% collection rate.
6. Nueces County, TX, Court Collections, 27.20% collection rate.
7. City of Dallas (former client), Court Collections, 250% higher collection rate than their existing vendor.
8. *Denton, Collin and Ector County recently elected to contract with MSB.

G. No conflict of interest
H. References:
1. City of Arlington, Winnie Kocot, (817)459-6959
2. City of Grand Prairie, Steven Cherry, (972)237-8636
3. City of Plano, Vicki Smith, (972)941-2176
4. City of Richardson, Kim Kierce, (972)744-4502
5. Brown County, Margaret Woods, County Clerk, (915)643-2594
6. Nueces County, Diana Barrera, Chief Deputy County Clerk, (361)888-0580
7. City of Dallas, Debbie Webster, (214)670-3311

3. Collection Procedures

A. Activities Proposed

1. Contact each defendant 8 times during first 120 days they have the case, four times by letter and by telephone.

2. Telephone contact and letters in English and Spanish, other languages as needed (all letters go out in English and Spanish).

3. Initial contact always in letter form - states violation, amount owed, date of violation and court pertains to. Sent out 48 hours after receipt of account.

4. Telephone contact attempts begin generally 25 days after the first letter is mailed. Use Infostar “predictive dialer” that dials telephone numbers and filters out calls with no answer, busy signals, disconnected numbers, and passes only answered calls to the collector.

5. Skip Tracing - automatic and manual. When Infostar reaches a disconnected #, account is transferred to a skip tracing queue. Once valid info found, put back into circulation. They cross reference our account against other databases of clients they have, use Texas Drivers License Database, NCOA, CD Rom directories, credit bureaus, utility records, US Postmaster.

6. Payment plans

7. Periodic re-contacting after the initial collection period.

8. Warrant round up program - give up to date addresses to law

MSB, 2
enforcement

B. Contractor states that Criminal Court cases are not accepted by the credit bureaus, which are intended for consumer transactions.

C. Expected recovery rate and specific time table
   1. Number of accounts handled in 2002 - 539,619
   2. Number collected - 43,553 ($2,602,373.00)
   3. Collected on 8% of the accounts.
   4. Timeline for Collection Activities - no specific timeline given, other than what typed above.

D. Contractor's methodology for handling customer's questions and problems:
   1. Complaints referred to Scott Locker, Collection Manager.
   2. Will respond in writing if resolution cannot be made on the phone.
   3. President of Company available for dispute resolution.
   4. Will place account on "hold" until dispute has a resolution.

E. Methodology for handling non-English speaking customers
   1. Employs 38 bilingual staff - languages = Spanish, German, Polish, French, American Sign, Vietnamese, Arabic, Hebrew, Hindi.

4. Collection Notices -

5. Computer Network
   A. MSB's collection software is the Advanced Collections Systems (ACS) from GWA Information Systems, Concord, MA. Software resides on an OPEN VMS version 7.1 op system and utilizes DEC Alpha/VMS environment. Hardware is DEC Aplha Server 800 with 640 MB RAM.
   B. Complete account info and collection activity available via a terminal session through a secure web interface.
C. Identify the form and frequency of data transfer both to and from:

1. Recommended submission format via the Internet/FTP is simple ASCII, fixed length file. Data may also be forwarded by email, diskette or tape. Also have data manipulation tools.

D. Ability to maintain records of placements, collections, recovery and backup capability

1. Accounts may be retained on the system indefinitely. Have 106 GB of active space with 50% currently utilized.

2. Backup Capability

   1. Backed up nightly.
   2. Back up tapes stored off site.
   3. ACS keeps complete history on all accounts in the system.
   4. Security

      1. Physical protection - offices secured with alarm system with motion detectors, door sensors. All visitors have to register. Access to data center requires a key code that is changed monthly. Archived docs and media stored in vaults of Iron Mountain.

      2. User authentication - Use Kerberos V5, public key certificates, and NTLM.

      3. Access Control - Cisco PIX 515 Firewall and Cisco 3005 VPN concentrator.

      4. Encryption

      5. Security management - intrusion detection system Black Ice Defender.
6. Management Reports

A. Customizes reports. Generated to show the productivity of each telephone collector and documents number of calls made, number of contacts made, average length of calls, dollar results, etc. Sample reports given = Acknowledgment, Daily status report, monthly invoice, defendant fact sheet, return report and stair step report.

B. Understand and agree to maintain and make available all documents and relative information to the collections for Dallas County.

C. Typed scripts - see examples. Easy to understand.

SUMMARY:

MSB is the current provider. They have the most extensive dormant account experience in Texas out of the 3. Management reports are neither easy to read nor are they explained in detail like the other 2. Collection notices do list a 1-800 number but are not as easy to comprehend as the other 2 are.
Dallas County Household Hazardous Waste Program
Planning and Development Department

May 27, 2003

TO: Commissioners Court
THROUGH: Rick Loessberg, Planning and Development Director
FROM: Sandy Cook, HHW Program Manager

SUBJECT: Renewal of Contract with Clean Harbors for Household Hazardous Waste Services

Background

On May 21, 2003, Dallas County Commissioners Court awarded Bid #2002-089-1109 to Safety-Kleen (La Porte), Inc. The contract's scope of service provided waste disposal, supplies, and temporary staffing for the Household Hazardous Waste Program. The contract was subsequently assigned to Clean Harbors Environmental Services, Inc. when it acquired Safety-Kleen later in the year. The term of the contract was June 1, 2002 through May 31, 2003, with three one-year options to renew.

Since June 1, 2003, the Household Hazardous Waste Program has successfully operated the Home Chemical Collection Center (HC3) and held two collection events under contract with Clean Harbors. In accordance with contract terms and conditions, Clean Harbors has agreed to renew the contract for one year, beginning June 1, 2003 through May 31, 2004.

Impact on Operations

As part of the renewal process, staff and Clean Harbors sought to clarify some provisions of the contract. The attached letter from Clean Harbors accurately reflects the results of that process. It interprets and clarifies, but does not change, the existing terms or conditions of the contract.

Contract bid prices include hourly rates for vendor personnel to staff both Chemist and Handler positions at the Home Chemical Collection Center. Hours for contract staffing will be calculated on a weekly basis, cumulatively for each labor classification (Chemist or Handler). Rates are graduated in ten-hour increments, according to the total number of Chemist or Handler hours worked during the billing period, as specified in the contract and renewal letter. The first eight hours of labor in each classification will be provided by Clean Harbors at no charge.
Due to the low BTU value of the mixed paint waste, the disposal facility used by Clean Harbors has discontinued the non-kiln fuels blending option selected during the original bid evaluation. Alternative options for the paint waste are available within the existing contract. Because it most closely meets the criteria specified by the Network cities during the original bid evaluation process, the option recommended by staff is RCRA incineration of liquids. (RCRA is the acronym for Resource Conservation and Recovery Act, which regulates handling and disposal of hazardous materials.) Use of this disposal option will not change handling and processing procedures at the HC3.

Payment of vendor invoices is routinely extended beyond customary terms because of contract restrictions. The HHW Network cities are billed quarterly, as stipulated in the interlocal agreement, and the vendor contract stipulates that no invoices will be paid until all fees have been collected from the cities. Clean Harbors has expressed concern over the resulting delay in payment beyond sixty (60) days. Their letter of agreement states that contract terms and conditions of payment will remain unchanged. However, as a gesture of good faith, staff proposes to adjust internal administrative procedures to expedite payment of Clean Harbors invoices and is exploring alternative billing options with the Network cities.

Renewal of the contract will allow the Household Hazardous Waste Program and Home Chemical Collection Center to continue operations without disruption, at a cost-effective level. The staffing options under the contract will provide, at no cost to Dallas County, extra manpower to continue the bulking of paints and flammable liquids for maximum cost efficiency. The contract disposal options will continue to provide a comprehensive range of service for the waste streams received.

Records indicate that insurance and performance bonds are current.

Financial Impact

All contract costs are paid by the participating cities.

Under existing terms of the contract, price escalations "will be considered upon annual renewal. Such increases shall be based upon current market rates but shall not exceed 5%." Clean Harbors has proposed a 4% price for the renewal period. The results of research by staff into current market rates for comparable service are indicated in Table A. With the proposed increase, Clean Harbors’ prices will remain lower than other vendor prices during the original contract bid process and lower than current contract prices for comparable service in the HHW programs of Fort Worth and Austin.
Table A.

<table>
<thead>
<tr>
<th>Vendor/City</th>
<th>Safety-Kleen / Clean Harbors (Current Contract)</th>
<th>Original Bids</th>
<th>Clean Harbors (Pre-Acquisition)</th>
<th>City of Austin (Current Contract)</th>
<th>City of Ft. Worth (Current Contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-kiln fuels blending</td>
<td>26* No Bid* 190 No Bid* 250</td>
<td>190 155 380 298</td>
<td>150 148 360 298</td>
<td>148 148 350 298</td>
<td></td>
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</tbody>
</table>

*Option not available

At current rates, use of the RCRA incineration option will increase paint disposal costs from $76 per drum to $120 per drum. With the proposed price increase, per-drum rates will increase from $79.04 to $124.80, resulting in a cost difference of $45.76 per drum, or $36,600 for 800 drums during the twelve-month period of the renewal.

Vendor costs for household hazardous waste service dropped during the first year of the current contract. Table B. compares contract costs for previous and current years, and estimates costs for the next twelve months at current utilization levels, including the proposed 4% increase and the cost difference for alternative disposal of paint.

Table B.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Dates</th>
<th>Total Participation</th>
<th>Total Haz Waste Vendor Cost</th>
<th>Cost per Household</th>
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<tbody>
<tr>
<td>1</td>
<td>6/1/00-5/31/01</td>
<td>7,366</td>
<td>$610,384</td>
<td>$83</td>
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<tr>
<td>2</td>
<td>6/1/01-5/31/02</td>
<td>7,103</td>
<td>$650,500</td>
<td>$92</td>
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<tr>
<td>3</td>
<td>6/1/02-5/31/03</td>
<td>9,281</td>
<td>$417,000</td>
<td>$45</td>
</tr>
<tr>
<td>4</td>
<td>6/1/03-5/31/04*</td>
<td>9,281</td>
<td>$472,280</td>
<td>$51</td>
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</table>

*Assumes same utilization levels in second contract year, plus $36,600 cost difference for alternative disposal option

Estimated costs for the first twelve months of the contract are $378,000 for hazardous waste disposal and $39,000 for labor. At current utilization levels, the 4% price increase would result in additional costs to the cities of approximately $16,680 for disposal and $2,000 for contract labor. Higher costs for alternative paint disposal will add $36,600, for a total increase of $55,280. The resulting estimated contract cost for the renewal period (June 1, 2003, through May 31, 2004) is $472,280 (total includes $431,280 for disposal and $41,000 for labor).

Staff expects that actual utilization levels will increase during the second twelve months. Participation and waste volume increases are expected to average 10% for the year, with an equivalent increase in disposal costs. Extra labor costs for the second contract year are expected to increase by a larger percentage because of initial under-staffing, absence of labor for paint
bulking during the first three months of the contract, and rise in per-unit labor fees when accumulated hours increase to higher levels on the graduated rate table.

The direct impact to Dallas County will be an estimated increase from $41 to $47 in disposal costs for residents of unincorporated areas. (Dallas County pays only disposal, not labor costs.) The average annual participation from Dallas County is 2-4 residents. Dallas County's costs to date in FY03 are $138.

**MWBE**

A current EEO1 for Clean Harbors is attached.

**Project Schedule**

This action is being briefed and Court Ordered on the same day in order to avoid interruption of service under the contract.

**Recommendation**

It is recommended that bid contract #2002-089-1109 with Clean Harbors for household hazardous waste goods and services be renewed under the same terms and conditions for the period of June 1, 2003 through May 31, 2003, with a price escalation of 4% and including the clarifications as stipulated herein.

Recommended by:

__________________________
J. Allen Clemson, Administrator

**Attachments**

cc: Virginia Porter
Linda Boles
Irvin Hicks

Home Chemical Collection Center
11234 Plano Road, Dallas, Texas 75243
(214) 553-1765 Fax (214) 553-5007
May 23, 2003

Sandy Cook
HHW Program Manager
Dallas County Household Hazardous Waste Program
11234 Plano Road
Dallas, Texas  75243

Subject: Contract Extension for Bid No. 2002-089-1109

Dear Ms. Cook:

Clean Harbors would appreciate the opportunity to receive a contract extension to provide service to Dallas County Household Hazardous Waste Program from June 1, 2003 through May 31, 2004, under the same terms and conditions, with the clarifications stipulated herein.

**Price Escalation**

All contract rates will increase by 4% in accordance with the escalation limitations contained within Request For Bid item 1.5.2 Price Quotations of the contract.

**Labor**

Labor hours for contract staffing will be calculated on a weekly basis, cumulatively by labor class, at existing rates plus the 4% increase. (The following prices include the 4% increase.) There will be no charge for the first eight hours of Field Chemist labor and for the first eight hours of Waste Handler labor. Where cumulative hours for the labor class total twenty (20) or less, all hours over eight will be charged at the minimum hourly rates of $7.28 for Chemist and $6.45 for Handler. Where cumulative hours for the labor class exceed twenty (20) but do not exceed thirty (30), all hours over eight will be charged at the hourly rates of $17.00 for Chemist and $15.08 for Handler. Where cumulative hours for the labor class exceed thirty (30), all hours over eight (8) will be charged at $21.84 for Chemist and $19.34 for Handler. With the exception of the agreed price escalation, contract language and terms contained in items 33b through 34h regarding temporary staffing will remain unchanged.

**Alternative Paint Disposal Option**

As the contract disposal option originally selected for bulked paint (item 19b-Fuels blending not in cement kilns) is no longer available, we propose to use an alternative option for bulked paint waste as stipulated in the contract under items 2a through 2c, “RCRA incineration of bulked liquids.” Clean Harbors will continue to search for an alternative that would allow a return to the original, lower priced disposal option.

**Payment Terms**

In Request For Bid section 1.7 Payment Procedures, the contract stipulates “all costs incurred under this contract will be paid by the participating cities through Dallas County and that no invoices will be paid until all fees have been collected from the cities by the Dallas County Household Hazardous Waste office (originating department). The originating department will bill the Cities within ten (10) days of receipt of Contractor’s invoice accompanied by all relevant manifests and identifying documents. The originating department will make every effort to collect fees from the Cities within thirty (30) business days of billing and to process the payment to Contractor within fifteen (15) business days of receiving all fees from the Cities. Contractor understands that this procedure will necessarily extend payment dates beyond the customary term.” Contract language will remain the same but Clean Harbors requests that Dallas County make every effort to pay invoices within sixty (60) days. HHW staff has proposed to adjust internal administrative processes in order to expedite payment to Clean Harbors.

“People and Technology Creating a Better Environment”
We look forward to another successful year of working with your team to manage the household hazardous waste needs of the County. It is an extremely beneficial program, and we at Clean Harbors Environmental are proud to be part of your team.

Sincerely,

Bill Hallam
Regional Vice President
EQUAL EMPLOYMENT OPPORTUNITY
2002 EMPLOYER INFORMATION REPORT EEO-1

CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

CLEAN HARBORS ENVIRONMNTL SVCS INC
1. 1501 WASHINGTON ST

BRAintree
MA 02184

2. a. CLEAN HARBORS ENVIRONMNTL SVCS INC
1501 WASHINGTON ST

BRAintree
MA 02184

b. El = 04-2608999

c. Y (WAS AN EEO-1 REPORT FILED FOR
THIS ESTABLISHMENT LAST YEAR?)

SECTION D - EMPLOYMENT DATA

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL</th>
<th>MALE</th>
<th>FEMALE</th>
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</thead>
<tbody>
<tr>
<td>OFFICIALS AND MANAGERS</td>
<td>555</td>
<td>246</td>
<td>109</td>
</tr>
<tr>
<td>PROFESSIONALS</td>
<td>776</td>
<td>246</td>
<td>109</td>
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<tr>
<td>TECHNICIANS</td>
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<tr>
<td>SALES WORKERS</td>
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<td>OFFICE AND CLERICAL</td>
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</tr>
<tr>
<td>SERVICE WORKERS</td>
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<td>0</td>
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<tr>
<td>TOTAL</td>
<td>4085</td>
<td>2560</td>
<td>1520</td>
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</table>

| PREVIOUS REPORT TOTAL                 | 1582  | 1083 | 1083   |

SECTION C - TEST FOR FILING REQUIREMENT

1 - Y 2 - N 3 - Y DUNS NO.: 39322250

SECTION E - ESTABLISHMENT INFORMATION

Cleans Clean Harbors Environsmentl Svcs
1501 Washington St

"OTHER QUESTIONS"

DATE(S) OF PAYROLL PERIOD USED

I certify that the information in the attached EEO-1 diskette tape file(s) is complete, correct and true to the best of my knowledge and was reported in accordance with the EEO-1 instructions. (Willfully false statements on the attached EEO-1 report are punishable by law, U.S. Code, Title 18, Section 1001.)

TYPE NAME AND TITLE OF CERTIFYING OFFICIAL:
Wendy Annes
Hris Manager

SIGNATURE: 

DATE: 5/23/03

TELEPHONE NO. WITH AREA CODE:
7818491800
Fax:
7813561363
Email: asnesw@cleanharbors.com

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of TITLE VII.
June 12, 2003

To: Commissioners Court
From: Dan Savage
Subject: New Public Power Pool Electric Contract

BACKGROUND
The County purchases its electricity from Reliant Energy through our participation in the Public Power Pool (P3) energy procurement contract. The current contract expires at the end of June. P3 has been working through the procurement process for the next contract. Bids were recently received and accepted by the P3 Board. The next contract will also be with Reliant Energy. The contract will be for a two-year term beginning July 1, 2003. The current price for natural gas is quite high. Because of the current market prices, P3 has opted for a contract that indexes natural gas prices. This means that the quoted rates are subject to market fluctuation, but it also gives P3 the opportunity to lock in more favorable rates when and if natural gas prices decline to more historic levels.

FINANCIAL IMPACT
Dallas County purchased 87,673,354 kilowatt hours of electricity in 2002. Based on that volume, the next contract will cost $6,063,775 annually. The regulated price to beat in our market is $6,847,414. This is 12.9% above the new contract rate. The cost of this electricity under the current contract is $4,943,838. This represents a 22.7% increase over the current rates. The actual cost increase will be $1,119,937 assuming the same annual volume. The attached chart documents the proposal costs.

LEGAL
Dallas County is a charter member of P3. The County is authorized by Texas law to participate in the purchase of electricity through a power pool. P3 was organized in 2001 by the Conference of Urban Counties.
M/WBE
Not applicable.

RECOMMENDATION
No action is required on this item. Staff will look at additional ways to reduce energy consumption.

Submitted by:

Dan Savage, Assistant Administrator
for Operations
**Savings Projection: Indicative Market Prices vs. Price-to-Beat**

**P3 Dallas County**

<table>
<thead>
<tr>
<th>Demand kW</th>
<th>LF</th>
<th>Annual kWh</th>
<th>PTB</th>
<th>Commodity</th>
<th>$/kWh</th>
<th>T&amp;D</th>
<th>$/kWh</th>
<th>Total Retail Cost</th>
<th>Savings %</th>
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<tr>
<td><strong>Block 3 High Interval Data Pool - North Zone, Interval Account</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>10443720002966464 - HEALTH &amp; HUMAN SER</td>
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<td>9,736,660</td>
<td>$757,669</td>
<td>562,857</td>
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<tr>
<td>10443720002966525 - GEORGE ALLEN COURT</td>
<td>1,629</td>
<td>65.89%</td>
<td>9,378,904</td>
<td>$737,668</td>
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<td>938</td>
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<td><strong>Percent Savings:</strong></td>
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<td>10443720002966585 - ALLEN COURTS PARKIN</td>
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<td>82.97%</td>
<td>565,956</td>
<td>$38,208</td>
<td>32,683</td>
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<td>10443720002966530 - COOK/CHILL OFFICE</td>
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</tr>
<tr>
<td>10443720001815059 - CLIFF HOUSE</td>
<td>79</td>
<td>42.20%</td>
<td>290,602</td>
<td>$25,185</td>
<td>17,645</td>
<td>0.061</td>
<td>4,715</td>
<td>0.016</td>
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<td><strong>Percent Savings:</strong></td>
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<td></td>
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<td></td>
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<td>11.03%</td>
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<tr>
<td><strong>Block 3 60-40% Load Factor Pool - North Zone, Optimized for LF</strong></td>
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<tr>
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<td>115</td>
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<td>409,590</td>
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<tr>
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<td>99</td>
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<td>5,921</td>
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<tr>
<td>10443720001585287 - RESTITUTION CENTER</td>
<td>81</td>
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<td>376,740</td>
<td>$30,008</td>
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<tr>
<td>10443720001815059 - CLIFF HOUSE</td>
<td>79</td>
<td>42.20%</td>
<td>290,602</td>
<td>$25,185</td>
<td>17,645</td>
<td>0.061</td>
<td>4,715</td>
<td>0.016</td>
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### Savings Projection: Indicative Market Prices vs. Price-to-Beat

**P3 Dallas County**

<table>
<thead>
<tr>
<th>Demand kW</th>
<th>LF</th>
<th>Annual kWh</th>
<th>PTB</th>
<th>Commodity</th>
<th>$/kWh</th>
<th>T&amp;D</th>
<th>$/kWh</th>
<th>0.00% GRT I ISO Fees</th>
<th>Agg. Fee</th>
<th>Total Retail Cost</th>
<th>Savings %</th>
</tr>
</thead>
<tbody>
<tr>
<td>125</td>
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<td>521,960</td>
<td>$43,747</td>
<td>31,092</td>
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<td>7,551</td>
<td>0.015</td>
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<td>$39,532</td>
<td>$4,215 9.63%</td>
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<tr>
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<td>54.85%</td>
<td>4,630,777</td>
<td>$390,932</td>
<td>293,315</td>
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<td>0  1,672</td>
<td>$349,941</td>
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</tr>
<tr>
<td>109</td>
<td>48.54%</td>
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<td>$18,649</td>
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<td>1,272</td>
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<tr>
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<td>$13,834</td>
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<td>55</td>
<td>51.72%</td>
<td>249,240</td>
<td>$20,656</td>
<td>15,133</td>
<td>0.061</td>
<td>3,506</td>
<td>0.014</td>
<td>0  89</td>
<td>$18,731</td>
<td>$1,925 9.32%</td>
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<tr>
<td>26</td>
<td>34.18%</td>
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<td>$9,366</td>
<td>4,923</td>
<td>0.063</td>
<td>2,482</td>
<td>0.032</td>
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<td>$7,441</td>
<td>$1,945 20.73%</td>
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<tr>
<td>56</td>
<td>32.36%</td>
<td>159,492</td>
<td>$21,841</td>
<td>10,113</td>
<td>0.063</td>
<td>5,984</td>
<td>0.038</td>
<td>0  77</td>
<td>$16,174</td>
<td>$5,667 25.65%</td>
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<tr>
<td>19</td>
<td>33.38%</td>
<td>56,616</td>
<td>$5,872</td>
<td>3,590</td>
<td>0.063</td>
<td>1,549</td>
<td>0.027</td>
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<td>$708 12.06%</td>
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</tr>
<tr>
<td>32</td>
<td>31.65%</td>
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<td>$9,730</td>
<td>5,966</td>
<td>0.063</td>
<td>2,447</td>
<td>0.028</td>
<td>0  39</td>
<td>$8,081</td>
<td>$1,649 16.94%</td>
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</tr>
<tr>
<td>19</td>
<td>32.51%</td>
<td>53,720</td>
<td>$5,717</td>
<td>3,406</td>
<td>0.063</td>
<td>1,558</td>
<td>0.029</td>
<td>0  24</td>
<td>$4,988</td>
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<tr>
<td>34</td>
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<td>0  37</td>
<td>$7,815</td>
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<td>0.16%</td>
<td>138</td>
<td>$168</td>
<td>9</td>
<td>0.063</td>
<td>105</td>
<td>0.761</td>
<td>0  1</td>
<td>$114</td>
<td>$54 31.99%</td>
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</tr>
<tr>
<td>10</td>
<td>24.11%</td>
<td>21,060</td>
<td>$2,171</td>
<td>1,335</td>
<td>0.063</td>
<td>547</td>
<td>0.026</td>
<td>0  9</td>
<td>$1,892</td>
<td>$279 12.87%</td>
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</tr>
<tr>
<td>82</td>
<td>38.75%</td>
<td>278,448</td>
<td>$25,825</td>
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<td>0.063</td>
<td>4,960</td>
<td>0.018</td>
<td>0  109</td>
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<td>$3,100 12.01%</td>
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</tr>
<tr>
<td>17</td>
<td>28.75%</td>
<td>43,536</td>
<td>$4,781</td>
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<td>1,457</td>
<td>0.033</td>
<td>0  20</td>
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<td>$544 11.38%</td>
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<tr>
<td>58</td>
<td>38.18%</td>
<td>194,262</td>
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<td>3,657</td>
<td>0.019</td>
<td>0  77</td>
<td>$16,051</td>
<td>$2,345 12.75%</td>
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</tr>
</tbody>
</table>

**Percent Savings:** 8.61%
## Savings Projection: Indicative Market Prices vs. Price-to-Beta

### P3 Dallas County

<table>
<thead>
<tr>
<th>Energy Unit</th>
<th>Demand kW</th>
<th>LF</th>
<th>Annual kWh</th>
<th>PTB</th>
<th>Commodity</th>
<th>$/kWh</th>
<th>T&amp;D</th>
<th>$/kWh</th>
<th>GRT</th>
<th>ISO Total Fee</th>
<th>Agg. Fee</th>
<th>Total Retail Cost</th>
<th>Savings %</th>
</tr>
</thead>
<tbody>
<tr>
<td>10443720003969461 - YOUTH VILLAGE</td>
<td>17</td>
<td>0.03%</td>
<td>43,728</td>
<td>$5,073</td>
<td>2,773</td>
<td>0.063</td>
<td>1,602</td>
<td>0.037</td>
<td>0</td>
<td>21</td>
<td>$4,396</td>
<td>$678</td>
<td>13.35%</td>
</tr>
<tr>
<td>10443720004000778 - ADULT PROBATION - C</td>
<td>39</td>
<td>0.03%</td>
<td>115,008</td>
<td>$12,070</td>
<td>7,292</td>
<td>0.063</td>
<td>2,771</td>
<td>0.024</td>
<td>0</td>
<td>48</td>
<td>$10,112</td>
<td>$1,958</td>
<td>16.22%</td>
</tr>
<tr>
<td>10443720004127412 - ADULT PROBATION - C</td>
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<td>6,202</td>
<td>$752</td>
<td>393</td>
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<td>0</td>
<td>3</td>
<td>$630</td>
<td>$122</td>
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</tr>
<tr>
<td>10443720004265548 - ADULT PROBATION - C</td>
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<td>$5,055</td>
<td>2,593</td>
<td>0.063</td>
<td>1,683</td>
<td>0.041</td>
<td>0</td>
<td>21</td>
<td>$4,296</td>
<td>$758</td>
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</tr>
<tr>
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<td>40,892</td>
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<td>0</td>
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<td>$7,520</td>
<td>$1,331</td>
<td>16.04%</td>
</tr>
<tr>
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<td>10</td>
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<td>83,496</td>
<td>$14,647</td>
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<td>60</td>
<td>$12,646</td>
<td>$2,001</td>
<td>13.66%</td>
</tr>
<tr>
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<td>44</td>
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<td>150,240</td>
<td>$8,263</td>
<td>5,227</td>
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<td>1,915</td>
<td>0.023</td>
<td>0</td>
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<tr>
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<tr>
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</tr>
<tr>
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<td>177</td>
<td>0.050</td>
<td>0</td>
<td>2</td>
<td>$387</td>
<td>$109</td>
<td>21.91%</td>
</tr>
<tr>
<td>10443720007074297 - LANCASTER SUB-COURT</td>
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<td>$463</td>
<td>187</td>
<td>0.059</td>
<td>170</td>
<td>0.053</td>
<td>0</td>
<td>2</td>
<td>$358</td>
<td>$105</td>
<td>22.62%</td>
</tr>
<tr>
<td>10443720008057801 - 2436 VALLEY VIEW LN</td>
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<td>342</td>
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<td>226</td>
<td>0.039</td>
<td>0</td>
<td>3</td>
<td>$570</td>
<td>$143</td>
<td>20.00%</td>
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</table>

**Percent Savings:** 15.26%

### Block 3 Energy Only - North Zone, Non-Demand Metered

<table>
<thead>
<tr>
<th>Energy Unit</th>
<th>Demand kW</th>
<th>LF</th>
<th>Annual kWh</th>
<th>PTB</th>
<th>Commodity</th>
<th>$/kWh</th>
<th>T&amp;D</th>
<th>$/kWh</th>
<th>GRT</th>
<th>ISO Total Fee</th>
<th>Agg. Fee</th>
<th>Total Retail Cost</th>
<th>Savings %</th>
</tr>
</thead>
<tbody>
<tr>
<td>10443720002967081 - JOHN NEALY BRYAN C</td>
<td>5</td>
<td>N/A</td>
<td>3,555</td>
<td>$496</td>
<td>208</td>
<td>0.059</td>
<td>177</td>
<td>0.050</td>
<td>0</td>
<td>2</td>
<td>$387</td>
<td>$109</td>
<td>21.91%</td>
</tr>
<tr>
<td>1044372000303011 - ROAD/BRIDGE DISTRICT</td>
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<td>$341</td>
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<td>0.059</td>
<td>143</td>
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<td>1</td>
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<td>1044372000306428 - TRAFFIC FLASHING SIG</td>
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<td>187</td>
<td>0.059</td>
<td>170</td>
<td>0.053</td>
<td>0</td>
<td>2</td>
<td>$358</td>
<td>$105</td>
<td>22.62%</td>
</tr>
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<td>$713</td>
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<td>0.059</td>
<td>226</td>
<td>0.039</td>
<td>0</td>
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<td>$570</td>
<td>$143</td>
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<td>958</td>
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<td>8,925</td>
<td>$1,019</td>
<td>522</td>
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<td>291</td>
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<td>$817</td>
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<td>5,325</td>
<td>$666</td>
<td>312</td>
<td>0.059</td>
<td>215</td>
<td>0.040</td>
<td>0</td>
<td>3</td>
<td>$529</td>
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<td>648</td>
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<td>309</td>
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<td>N/A</td>
<td>120</td>
<td>$166</td>
<td>7</td>
<td>0.059</td>
<td>105</td>
<td>0.872</td>
<td>0</td>
<td>1</td>
<td>$112</td>
<td>$54</td>
<td>32.55%</td>
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## Savings Projection: Indicative Market Prices vs. Price-to-Beat

**P3 Dallas County**

<table>
<thead>
<tr>
<th>Demand kW</th>
<th>LF</th>
<th>Annual kWh</th>
<th>PTB</th>
<th>Commodity</th>
<th>$/kWh</th>
<th>T&amp;D</th>
<th>$/kWh</th>
<th>GRT / Agg. Fee</th>
<th>Total Retail Cost</th>
<th>Savings %</th>
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<tr>
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<td>$247</td>
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<td>0.059</td>
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<td>0.128</td>
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<td>0</td>
<td>N/A</td>
<td>120</td>
<td>$166</td>
<td>7</td>
<td>0.059</td>
<td>105</td>
<td>0.872</td>
<td>$112</td>
<td>32.55%</td>
</tr>
<tr>
<td>Langdon Road</td>
<td>0</td>
<td>N/A</td>
<td>120</td>
<td>$166</td>
<td>7</td>
<td>0.059</td>
<td>105</td>
<td>0.872</td>
<td>$112</td>
<td>32.55%</td>
</tr>
<tr>
<td>1508 East Langdon</td>
<td>0</td>
<td>N/A</td>
<td>120</td>
<td>$166</td>
<td>7</td>
<td>0.059</td>
<td>105</td>
<td>0.872</td>
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<td>$166</td>
<td>7</td>
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<td>105</td>
<td>0.872</td>
<td>$112</td>
<td>32.55%</td>
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<td>$166</td>
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<td>0.059</td>
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<td>0.872</td>
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<td>32.55%</td>
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<td>$389</td>
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<td>153</td>
<td>0.063</td>
<td>$297</td>
<td>23.66%</td>
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<tr>
<td>1508 East Langdon</td>
<td>0</td>
<td>N/A</td>
<td>120</td>
<td>$166</td>
<td>7</td>
<td>0.059</td>
<td>105</td>
<td>0.872</td>
<td>$112</td>
<td>32.55%</td>
</tr>
</tbody>
</table>

Percent Savings: **16.85%**  29 62.97%  160,454 $19,459 9,391 0.059 6,713 0.042 0 77 $16,181 $3,278

Overall Percent Savings: **11.44%**  15,593 64.36%  87,673,354 $6,847,414 5,132,687 0.059 902,121 0.010 0 28,967 $6,063,775 $783,639

*PTB is the published Price-To-Beat tariff adjusted for current fuel costs. It is inclusive of the 6% Price-to-Beat discount.*

*Tax adders total 0.00%; Average aggregation fee is 0.48%.*

*All values are shown on an annual basis. Run from 1/1/2002 to 12/31/2002.*
May 28, 2003

To: Commissioners Court

From: Ryan Brown
Budget Officer

Subject: Requests for Exception to Hiring Freeze

**Background**
Commissioners Court instituted a hiring freeze effective March 11, 2003, to address the County’s current year budget shortfall. This hiring freeze applies to all positions except those related to life-safety issues or mandated staffing ratios. Departments are allowed to request exceptions for specific situations.

The Office of Budget and Evaluation has received a hiring freeze exception request from Constable Dupree, Precinct 5. The purpose of this briefing is to make a recommendation on this request.

**Operational Impact**
The specifics of each request are discussed in the paragraphs below and copies of the formal requests are attached to this briefing.

**Constable Precinct 5**
Constable Dupree, Constable Precinct 5, is authorized five full-time clerk, grade 5, positions. Since March 11, 2003, Constable Dupree has had one vacant clerk position. Effective June 2, 2003, an additional clerk position became vacant. As a result of this vacancy, Constable Dupree will be left with only three clerk positions. Constable Dupree requests authorization to replace the clerk that has been vacant since before March 11th beginning June 9th, or two weeks earlier than the 15-week hiring freeze would allow. If this exception is granted, Constable Dupree would keep the clerk position that became vacant on June 2nd vacant for a total of 17 weeks (September 29th) to meet the hiring freeze obligation.

Under the hiring freeze requirements, Constable Dupree will be able to hire the first vacant clerk on June 23rd and the this results in 15 weeks of vacancy obligation. Constable Dupree is requesting an exception to the hiring freeze to fill the clerk position.

The Office of Budget and Evaluation recommends an exception to the hiring freeze.
Financial Impact
The savings realized from holding the position discussed above vacant for 15 weeks is shown in the table below.

<table>
<thead>
<tr>
<th>Department</th>
<th>Position</th>
<th>Grade</th>
<th>15-week savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constable Precinct 5</td>
<td>Clerk</td>
<td>5</td>
<td>$8,248</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$8,248</td>
</tr>
</tbody>
</table>

Recommendation
The Office of Budget and Evaluation makes the following recommendation.

Constable Precinct 5 Recommends exception be granted.
DATE: May 22, 2003

TO: Ryan Brown
Budget Director

FROM: Mike Dupree
Constable

SUBJ: Vacant Positions

Ryan, I would appreciate your assistance. I just had a Clerk turn in her notice effective June 2nd, 2003. As you know, we have been holding one position since March 15th, 2003. These two vacancies are now going to cause a severe hardship on the clerical operations of this office, due to the fact that the remaining clerks are scheduling their summer vacation time. I urgently need to fill only one of these two positions.

Please advise me as to the most expedient way I can get this position filled. I do know of a well qualified employee in another department who has expressed a desire to transfer to our department if an opening becomes available.

If you have any questions, please call.
Date: May 28, 2003

To: Members of the Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service

Subject: District Attorney's Request to Modify Position From Full Time to Part Time

**Background**
The District Attorney's Office has submitted a request (attached) seeking approval to modify one Assistant District Attorney I (position #3322) assigned to the Family Violence Protective Order Division, from one fulltime position to two part-time positions. The County has approved similar requests in the past and County policy does not prohibit this type of position change.

**Impact on Operations**
This change will allow the Department to both adequately staff this position and better meet the needs of the employees.

**Financial Impact**
Savings associated with this request are realized in salary and benefits such as retirement, leave accrual and longevity and have been estimated by the Office of Budget and Evaluation. Depending on the employees selected for these part-time positions, savings could be up to $3,419 annually, or the department could realize additional costs of around $580 annually. Additionally, the OBE has examined this request and determined it meets the requirements of the hiring freeze.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the modification of one Assistant District Attorney I (position #3322) from one fulltime position to two part time positions, provided the combined salaries of the part-time employees do not exceed the currently budgeted position cost.

Recommended by: Mattye Mauldin-Taylor, Ph.D., Director

Attachment

501 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638

Q:\Briefings 2003\DA Position Change Atty I from 1 FT to 2 PT 060303.doc
May 23, 2003

TO: DR. MATTYE MAULDIN-TAYLOR

FROM: KIMBERLY KEY GILLES

RE: PROTECTIVE ORDER ATTORNEY POSITION

Over the years the District Attorney's Office has requested that certain full-time attorney positions be changed into two part-time positions without benefits. The Intake Division, Family Violence Division and Appellate Division all have part-time positions created from an existing full-time position.

By this memo, the District Attorney's Office is requesting a change in the Family Violence Protective Order Division wherein position number 3322, a full-time ADA I position would be changed into two part-time positions without benefits. The plan results in cost savings to Dallas County as neither position is paid benefits.

This request comes at the behest of an experienced full-time Protective Order attorney who wishes to work part-time due to family obligations. We have identified another experienced attorney from outside of our office who is also willing to work part-time in the other half of this position. This arrangement allows us to maintain quality work in this very unique area of the law. The position lends itself to a job-sharing arrangement since there is a morning docket and a separate afternoon docket for the protective order hearings.

When the part time positions are created, it is requested that the attorneys selected for these slots be paid at an hourly rate within the range for which they qualify, based on their experience. This has been the standard practice for the other part-time attorney positions we have created.

Please prepare a brief to the Commissioners Court on our behalf regarding this issue. Thank you for your assistance on this matter.
Date: May 28, 2003
To: Members of the Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service
Subject: Dallas County HIPAA Compliance Update

**Background**
On September 24, 2003, Dallas County Commissioners Court appointed the County's Risk Manager as its Privacy Officer to coordinate the County's compliance with the Privacy Rule portion of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations. Some key features and results are outlined in Attachment A.

The County, as a whole, is a "covered entity" under HIPAA. However, not all departments must comply with HIPAA. Therefore, there are two recommended actions to be taken by the Court. The first is for Commissioners Court to designate the County a "hybrid entity" as defined in Attachment A, to allow exceptions for non-covered departments. The second is to approve the Public Employee Benefits Cooperative (PEBC) HIPAA Policies and Procedures outlined in Attachment B and the Dallas County Health and Human Services HIPAA Policies and Procedures outlined in Attachment C.

**Impact on Operations**
Designating the County a "hybrid entity" for HIPAA will allow those required operations not working with protected health information (PHI) to function without onerous reporting and file maintenance burdens.

**Financial Impact**
HIPAA is an unfunded federal mandate that may require resources that were unknown at the beginning of the fiscal year. Most modifications in procedures and policies for the Privacy Rule portion of HIPAA have been accomplished without additional resources other than current staff time.

**Legal Review**
Several discussions were held with the Health and Human Services Department and the Civil Section of the District Attorney's Office. The Health and Human Services documents were prepared in conjunction with the recommendations of the District Attorney's Office staff and reviewed by Thao La, and determined to be compliant with HIPAA.

**Recommendation**
Human Resources/Civil Service Department recommends that the Commissioners Court approve the designation of the County as a "hybrid entity" for HIPAA purposes and approve the PEBC Policies and Procedures in Attachment B and the Dallas County Health and Human Services HIPAA Policies and Procedures in Attachment C.

Recommended by: Mattye Mauldin-Taylor, Ph.D.
HIPAA Update: Compliance with the Privacy Rule
June 3, 2003

Covered County Departments/Programs:
Dallas County Health and Human Services ("DCHHS") is a "covered" program that must comply with the Privacy Rule portion of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), because it acts as a health care provider who transmits electronically one of the specified HIPAA transactions as defined in 42 C.F.R § 160.103 (i.e. Health care claims information, health care payment and remittance advice, coordination of benefits, health claims status, etc....).

Dallas County Human Resources/Civil Service Benefits Division ("HR Benefits") is also a "covered" program because it manages the County's Health Benefits Program involving protected health information ("PHI").

Covered Components/Functions:
Because not all functions under DCHHS meet the complete definition of a "covered" function, the DCHHS HIPAA steering committee has designated certain functions as health care components that need to comply with HIPAA. The steering committee has included DCHHS Administration in the designation to allow Administration to be inside the "firewall," since it regularly exchanges PHI with the covered functions and this exchange does not fall within any HIPAA exemption.

HR Benefits Division handles and transmits PHI on a daily basis. Therefore, the HR Benefits Division staff, the Risk Manager, Assistant Director and Director are also in the designation allowing them to be inside the electronic "firewall" because they regularly exchange PHI with the covered functions and this exchange does not fall within any exemption.

Other information collected by HR Benefits Division is considered information collected by an employer to facilitate enrollment. The Payroll staff facilitating payment of health benefit contracts are outside the firewall. Certain technology employees who handle programming and transmission of PHI are in the firewall.

HIPAA Training:
The staff of the designated DCHHS health care components has received the mandatory training on HIPAA. HR Benefits Division staff has received mandatory training. Other staff from Human Resources offices across the County have received HIPAA training. Training and updates on HIPAA will also be given to new employees and relevant staff in the future.

HIPAA Privacy Coordinator:
DCHHS has designated its Quality Assurance Coordinator, Dandreon Christian-Gray, to be the liaison between DCHHS and Jim Gresham, the County HIPAA Privacy Officer. Ms. Christian-Gray will coordinate with Mr. Gresham to investigate and resolve any HIPAA violation complaints against DCHHS. Ms. Christian-Gray will also manage and track all HIPAA required forms and is the DCHHS contact person for HIPAA issues.
Business Associate Agreements:
DCHHS has identified its contractual Business Associates and the Civil Section of the District Attorney’s Office has drafted the Business Associate language to be added to the relevant contracts. HR Benefits has identified Business Associates who handle PHI for the County without going through the Public Employee Benefit Cooperative (PEBC). These contracts have been amended with Business Associate Agreements to bring contracts into compliance with HIPAA. The PEBC has recommended Business Associate Amendments to all PEBC vendor contracts.

DCHHS Electronic Transactions:
Byron Fletcher from Schlumberger has identified that the National Heritage Insurance Company, the software vendor who provides the software package to perform Medicaid billing for DCHHS, is responsible for meeting the April 2003 testing deadline for electronically transmitting any of the HIPAA specified transactions using HIPAA standardized code set format.

Notice of Privacy Practices:
The required Notice of Privacy Practices that must be given to DCHHS patients is now posted on the web at http://www.dallascounty.org/html/citizen-serv/hh-services/index.html. The Notice has also been prominently posted at the relevant patient registration areas as required.

The required Notice of Privacy Practices for employees participating in County Health Benefit Program was mailed to each employee’s home address during Open Enrollment for 2003. Each new County employee receives a copy of the Notice of Privacy Practices during New Employee Orientation.

HIPAA Policies and Procedures Manuals and Forms:
The DCHHS steering committee has documented the required HIPAA policies as well as the accompanying procedures. Forms for releasing information and related to PHI requests have been created or modified for HIPAA compliance.

The PEBC Board of Governance has approved HIPAA Policies and Procedures. After adoption by the Commissioners Court, these policies and procedures will be appended by HR Benefits to align procedures throughout the Benefits Program.
Dallas County

PEBC Health Plans
Privacy Policies and Procedures

Effective April 14, 2003
Draft

The Public Employee Benefits Cooperative of North Texas ("PEBC") was created in 1998. On behalf of its member governments, the PEBC works diligently to keep benefits and health care costs affordable. In this era of skyrocketing health care and pharmacy costs, the PEBC is dedicated to providing members choice, flexibility and value without compromising the level of benefits. The PEBC performs many services including joint purchase of employee benefits and cost effective administration. PEBC Member Groups include Dallas County, Tarrant County, the North Texas Tollway Authority and Denton County.
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<td>Uses and Disclosures of Protected Health Information (PHI)</td>
<td>45 CFR §164.502(a) and (g), §164.506, §164.510, §164.512</td>
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<td>45 CFR §164.528</td>
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<td>45 CFR §164.508(a)(3)</td>
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<td>Appendix A</td>
<td>Privacy Terms &amp; Definitions</td>
</tr>
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<td>Appendix B</td>
<td>PEBC Notice of Privacy Practices</td>
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<tr>
<td>Appendix C</td>
<td>PEBC Privacy Policy</td>
</tr>
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POLICY STATEMENT:

The Public Employee Benefits Cooperative of North Texas ("PEBC") has established and maintains a methodology for consistent development, review, approval, assessment and updates of policies and procedures as they pertain to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") privacy rules and other applicable privacy regulations.

PROCEDURES:

The PEBC Privacy Officer is responsible for developing and periodically reviewing privacy policies and procedures for the PEBC and the PEBC Health Plans. The PEBC Privacy Officer is authorized to make changes to policies and procedures as deemed necessary. The PEBC Privacy Officer will apprise the PEBC Board ("Board") of any material changes to the policies and procedures requiring Board review or approval.

The PEBC Privacy Policies and Procedures apply to PEBC internal operations, as well as to each Health Plan administered by the PEBC (hereafter, individually or collectively, referred to as the "PEBC Health Plans" or "Health Plans").

As Plan Sponsors of the PEBC Health Plans, PEBC Member Groups have responsibility for privacy policies and procedures for their own organizations. PEBC Member Group Privacy Officers are responsible for developing, maintaining and periodically reviewing privacy policies and procedures specific to PEBC Health Plan-related activities within their own organizations.

The PEBC and PEBC Member Groups may keep policies and procedures and any other relevant communications materials in written or electronic form as documentation of compliance.

Dallas County has appointed a Privacy Officer who will develop policies and procedures consistent with PEBC policies and procedures where applicable. For other operations, the Dallas County Privacy Officer will develop policies and procedures to insure compliance.
TOPIC: Group Health Plan and Plan Document
SUBJECT: Process to ensure that the PEBC Health Plan documents restrict uses and disclosure of PHI to Plan Sponsors consistent with the HIPAA regulations.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The PEBC’s Health Plans, including those which are insured and self-insured, are covered entities. In order for the PEBC to disclose Protected Health Information (“PHI”) to a Plan Sponsor, or to provide for or permit the disclosure of PHI to the Plan Sponsor by a health insurance issuer or HMO with respect to the Health Plans, the PEBC ensures that PEBC plan documents restrict the uses and disclosures of PHI by a Plan Sponsor consistent with HIPAA requirements.

In order for a Plan Sponsor to obtain PHI from the PEBC Health Plans without authorization, PEBC plan documents have been amended to:

- Describe the permitted uses and disclosures of PHI by Plan Sponsor;
- Specify that disclosure is permitted only upon receipt of a written certification by the Plan Sponsor that the plan documents have been amended in accordance with the HIPAA requirements;
- Provide adequate firewalls which identify the employees or classes of employees or other person under the Plan Sponsor’s control who will have access to PHI; and
- Provide an effective mechanism for resolving any issues of non-compliance by the employees or class of employees who will have access to PHI.

The PEBC, or a health issuer or HMO with respect to the Health Plans, may disclose Summary Health Information to the Plan Sponsor without regard to whether the plan documents have been amended, if the Plan Sponsor requests the Summary Health Information for the purpose of:

- Obtaining premium bids from health plans for providing health insurance coverage under the Health Plans; or
- Modifying, amending or terminating the Health Plans.

Additionally, the PEBC or a health issuer or HMO with respect to the Health Plans, may disclose to a Plan Sponsor, without regard to whether the plan documents have been amended, information on whether the individual is participating in a PEBC Health Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the PEBC.
PROCEDURES:

The PEBC has determined and established the permitted and required uses and disclosures of PHI from the PEBC Health Plans by the Plan Sponsor. The PEBC has also established procedures for preventing the improper uses and disclosures of PHI by Plan Sponsors.

In accordance with HIPAA, only the following employees or classes of employees of the Plan Sponsor, and of the PEBC, are authorized to access Health Plan PHI:

- PEBC Executive Director and Executive Director's authorized staff
- The Employer's (Plan Sponsor's) authorized staff for management and administration of employee benefits, which may include Human Resources or Personnel Department individuals
- Financial, operations and eligibility personnel responsible for managing the accuracy of eligibility and payments required under the plan
- Members of the committee and governing body that reviews and makes decisions on claim denials, appeals and grievances
- Information Technology personnel, including network administrators, who maintain human resource and benefits systems, e-mail systems, voicemail systems, or other information transmission systems used to transmit, store or manage PHI.

The persons described above may only have access to and use and disclose PHI for plan administration functions that the Employer (Plan Sponsor) performs for the Health Plans, or which the PEBC performs on behalf of the Employer (Plan Sponsor). Minimum necessary guidelines are followed for all activities.

These employees or classes of employees are documented in the PEBC Privacy Policy, the Summary Plan Descriptions ("SPD") for the self-funded PEBC plans, and in the Cafeteria Plan Document for those Member Groups offering health care flexible spending accounts.

PHI will not be shared with individuals outside of the Health Plan firewall except as permitted by the HIPAA Privacy regulation and will not be used in conjunction with any employment actions or decisions by the Plan Sponsor.

The PEBC Privacy Officer maintains a list of PEBC personnel with access to Health Plan PHI. PEBC Member Group Privacy Officers maintain a list of personnel within their organizations with access to Health Plan PHI.

**Dallas County**

The following departments or classes of employees within Dallas County may have access to PEBC Health Plan PHI:

- Human Resources Benefits Personnel
- IT Benefits Contractor Personnel
- Civil District Attorney and Assistants

Dallas County's Privacy Officer for the PEBC Health Plans maintains a list of specific individuals within these departments with access to PHI.
TOPIC: Designation of a Privacy Officer

SUBJECT: Designation of a Privacy Officer who is responsible for the development and implementation of PEBC privacy policies and procedures.

EFFECTIVE DATE: April 14, 2003

P...
• Reviewing and understanding the privacy policies and procedures for the PEBC Health Plans
• Monitoring Member Group health plan-related activities to ensure they are in compliance with PEBC privacy policies and procedures
• Developing customized privacy procedures for the Member Group's activities related to the PEBC Health Plans
• Completing the PEBC's checklist for customized procedures
• Certifying compliance back to the PEBC
• Maintaining the list of employees inside the firewall for the Health Plans
• Coordinating with the PEBC to respond to requests from employees to exercise individual rights
• Assisting the PEBC with investigations of complaints against the Member Group
• Applying sanctions for noncompliance with privacy policies and procedures.

Dallas County's Privacy Officer for the PEBC Health Plans is Jim Gresham, Risk Manager.
TOPIC: Complaint Process

SUBJECT: A process for filing a complaint with the PEBC when a person believes that the PEBC, a Business Associate or other Covered Entity, is not complying with the HIPAA Privacy requirements.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The PEBC maintains a means for receiving complaints concerning violations of the HIPAA Privacy rules and the PEBC and PEBC Health Plan privacy practices. The PEBC Privacy Officer is responsible for receiving and addressing complaints related to the PEBC's compliance with the HIPAA Privacy regulations. The PEBC Privacy Officer is responsible for maintaining a record of the complaints that are filed and a brief explanation of their resolution, if any.

PEBC Member Groups are responsible for investigating and addressing potential violations of PEBC and PEBC Health Plan privacy practices for complaints directed against or involving Member Group employees or Member Group Business Associates.

PROCEDURES:

The Notice of Privacy Practices for the PEBC Health Plans provides covered individuals with information on where to file a complaint relating to privacy. Complaints must be filed in writing. Per the Notice of Privacy Practices, written complaints should be directed to:

Privacy Officer
PEBC
PO Box 5888
Arlington, TX 76005-5888

The PEBC Privacy Officer, or a designee, date stamps and logs all complaints received. The PEBC Privacy Officer, or a designee, is responsible for researching the complaint to determine whether a violation of PEBC privacy practices occurred.

If a complaint received by the PEBC involves a PEBC Business Associate, the PEBC Privacy Officer, or a designee, is responsible for addressing the potential violation with the Business Associate. This may include applying any corrective action necessary to cure any breach of PEBC privacy practices or of the HIPAA Privacy regulations.

If a complaint involves PEBC Member Group employees or Member Group Business Associates, the PEBC Privacy Officer, or a designee, contacts the Member Group Privacy Officer, with a copy to the designated person in the Member Group Legal department, to assist with investigation of the complaint. The Member Group Privacy Officer is responsible for taking corrective action, including ensuring sanctions are applied for any employees violating PEBC or HIPAA Privacy rules.
The PEBC Privacy Officer, or a designee, responds to complaints received by covered individuals (note: the HIPAA Privacy rules do not require that the Health Plan respond in writing to complaints).

For any privacy complaints received, the PEBC Privacy Officer, or a designee, maintains a log with a description of the complaint and the resolution of the complaint.
TOPIC: Mitigation of Harmful Effects of Unauthorized Use or Disclosure of PHI
SUBJECT: Process to mitigate any harmful effect of a use or disclosure of PHI in violation of the HIPAA regulations.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The PEBC has procedures to mitigate, to the extent practical, any harmful effect that is known to the PEBC. This includes unauthorized use or disclosure of PHI by the PEBC, a PEBC Health Plan or Business Associates. The PEBC is responsible for mitigating harm when the PEBC has actual knowledge of harm even if a deleterious effect cannot be shown.

The PEBC ensures via its contracting process that its Business Associates agree to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by a Business Associate in violation of the requirements of the Privacy Rules.

PROCEDURES:

If an unauthorized use or disclosure of PHI occurs, the PEBC will take reasonable steps based on its knowledge of where PHI has been disclosed inappropriately, how it might be used to cause harm to the covered individual, and what steps can actually have a mitigating effect in that specific situation.

The PEBC will use flexibility and judgment by those familiar with the circumstances to dictate the approach that is the best to mitigating the harm.

If PHI is disclosed to an unauthorized individual, such as a Member Group employee outside of the Health Plan firewall, without an authorization and in violation of HIPAA Privacy rules, the PEBC Privacy Officer, a designee, or the Member Group Privacy Officer will contact the person to whom the unauthorized disclosure was made, explain that they mistakenly received information and notify them that the information they received contains PHI and may not be used or further disclosed for any purpose.
TOPIC: Record Retention
SUBJECT: Process for retaining PEBC Health Plan records, including the development, implementation and maintenance of appropriate processes to provide healthcare records as requested.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: __________________

POLICY STATEMENT:

The PEBC ensures Health Plan PHI is available and maintains related documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, to meet the requirements of the privacy rules. The PEBC’s intent is to ensure member PHI is available so that the PEBC Health Plans can comply with individuals’ requests for an accounting of uses and disclosures of their PHI.

Business Associate contracts include contract language that meets the HIPAA Privacy record retention requirements, including accessibility of records (i.e., records of disclosure for accounting purposes), and provisions for transfer of records upon termination.

PROCEDURES:

The PEBC Privacy Officer, or a designee, oversees the process used for record retention for the PEBC and the PEBC Health Plans. The PEBC Privacy Officer, or a designee, maintains logs of disclosures needed to meet the individual rights requirements under HIPAA, including an individual’s right to request an accounting of disclosures of PHI.

The PEBC negotiates contracts with Business Associates to include appropriate record retention provisions. Upon termination of a Business Associate contract, the Business Associate must transfer the logs of non-routine permissible disclosures to the PEBC.

Member Group Privacy Officers are responsible for maintaining Health Plan information and related records as required for their Member Group to be HIPAA compliant regarding record retention. Member Group records may be kept by department (e.g., a Member Group Legal department may maintain its own records.)

Dallas County’s HIPAA records will be maintained in a locked file cabinet in the Human Resources/Civil Service Department. All records related to HIPAA will be maintained in accordance with HIPAA rules.
TOPIC: Reporting of Noncompliance with the HIPAA Requirements
SUBJECT: A process for filing a complaint with the HHS Secretary when a person believes that the PEBC Health Plans, a Business Associate or other Covered Entity is not complying with the HIPAA requirements.

POLICY STATEMENT:

The PEBC supports the HHS policy that states that an individual may file a complaint with the Department of Health and Human Services ("HHS") Secretary when individual believes that the PEBC Health Plans are not complying with the HIPAA requirements. The PEBC allows persons other than the individual, such as personal representatives of a covered individual, to exercise the rights of the individual under certain circumstances (e.g., for a deceased individual).

Any person may become aware of conduct by the PEBC or PEBC Health Plans that is in violation of the rule. This can include the PEBC's employees, PEBC Business Associates, PEBC Member Groups, covered members, or other organizations. Any person, group, or organization may file a written complaint. It is the PEBC's policy that the person or organization filing the complaint will not be subject to any embarrassing or retaliatory action or threat of action.

PROCEDURES:

Refer to the Complaint Process policy for procedures regarding how a member may file a written complaint against the PEBC Health Plans.

An individual who believes that an agreement can be reached with the PEBC may use the PEBC Health Plan's internal complaint process or other means, and seek resolution before filing a complaint with the HHS Secretary. However, an individual is not required to use the PEBC's internal complaint process and can file a complaint directly with the HHS Secretary. The PEBC Health Plan Notice of Privacy Practices includes a statement informing covered members of the right to file a complaint with HHS.

Neither the PEBC nor a PEBC Member Group will take any retaliatory action or threat or action against an individual filing a complaint against the PEBC Health Plans.
TOPIC: Work Force Sanctions

SUBJECT: Process for applying appropriate sanctions against the members of the work force who fail to comply with the PEBC’s privacy policies and procedures or with the HIPAA Privacy regulations.

EFFECTIVE DATE: April 14, 2003

POLICY STATEMENT:

The PEBC has established policies and procedures regarding disciplinary actions which are communicated to all PEBC employees, agents, contractors and other persons under the direct control of the PEBC. The sanctions will be implemented for those individuals who do not follow the outlined policies and procedures.

PEBC Member Groups are responsible for their own policies and procedures regarding disciplinary actions for their employees, agents, contractors or other persons who do not follow PEBC or Member Group privacy policies and procedures. Member Group Privacy Officers are responsible for ensuring sanctions are applied appropriately for their organizations.

The PEBC and PEBC Member Groups will apply sanctions to all violations, and not just repeat violations, of privacy policies and procedures.

PEBC and PEBC Member Group employees inside the Health Plan firewall are made aware of what actions are prohibited and punishable. Training is provided and expectations are clear so that individuals are not sanctioned for doing things that they did not know were wrong or inappropriate.

In addition to internal PEBC and PEBC Member Group sanctions, employees, agents, and contractors of the PEBC Health Plans are advised of civil or criminal penalties for misuse or misappropriation of health information. The PEBC informs employees, agents and contractors that violations may result in notification to law enforcement officials and regulatory, accreditation and licensure organizations where appropriate.

These sanctions will be supported in the PEBC’s Bylaws and interlocal agreements between the PEBC and PEBC Member Groups, and in all Business Associate agreements.

PROCEDURES:

If the PEBC becomes aware of a privacy policy violation by a PEBC employee, a PEBC Member Group, or a PEBC Member Group employee, the PEBC will report the violation to the appropriate Privacy Officer who is responsible for ensuring appropriate sanctions are applied.

The PEBC Privacy Officer determines what types of sanctions to apply for PEBC employees. PEBC Member Groups, with the involvement of the Member Group Privacy Officer, have the responsibility to determine and apply appropriate disciplinary actions for their own employees,
based on their organization’s code of conduct and ethics policies. Sanctions against PEBC or PEBC Member Group employees may include any of the following:

(a) Verbal warning
(b) Notice of disciplinary action placed in personnel files
(c) Removal of (computer) system privileges
(d) Termination of employment

**Dallas County** will follow its human resources policies in applying sanctions.

Sanctions against PEBC Member Groups may include any of the following:

(a) Verbal warning
(b) Written warning
(c) Termination of PEBC membership

The PEBC Privacy Officer may apply sanctions against Business Associates. These sanctions may include warnings, termination of contracts and notification to HHS.

The PEBC may also seek specific criminal and civil penalties for intentional violations of HIPAA Privacy rules.
TOPIC: Verification of Person’s Identity

SUBJECT: Process to verify the identity of a person requesting PHI and the authority of any person to have access to PHI.

EFFECTIVE DATE: April 14, 2003

POLICY STATEMENT:

The PEBC has procedures reasonably designed to verify the identity and the authority of persons requesting PHI from the PEBC Health Plans. The PEBC will verify the identity of a person requesting PHI and the authority of any person to have access to PHI if the identity or authority of the person is not known to the PEBC. The PEBC Health Plans will obtain any documentation, statements, or representations, whether oral or written, from the person requesting PHI when it is a condition of the disclosure. This applies to all disclosures of PHI, including treatment, payment and operations, where the identity of the recipient is not known to the PEBC.

Business Associates may have their own procedures to address verification for routine disclosures made for the PEBC Health Plans.

PROCEDURES:

For communications with Health Plan members, the PEBC Health Plan will already have information about each individual, collected during the enrollment process, which can be used to establish identity, especially for verbal or electronic inquiries. For example, a PEBC Member Group employee or Health Plan Business Associate may ask for the social security number or policy number of individuals seeking information or assistance by telephone. A form of photo identification such as a driver’s license or certain personal information such as date of birth may also be used to verify the identity of the individual. The PEBC Health Plan will make a reasonable effort to send or mail PHI only to the entity authorized to receive it.

Disclosures that require an opportunity for the covered individual to agree or to object may not require verification of the person requesting PHI.

Law enforcement officials

The requirement to disclose PHI for law enforcement purposes may be satisfied by an administrative subpoena or similar process or by a separate written statement that demonstrates the applicable requirements have been met.

Identification of public officials

The PEBC and the PEBC Health Plans may rely, if such reliance is reasonable under the circumstances, on any of the following to verify identity when the disclosure of PHI is to a public official or a person acting on behalf of the public official:
If the request is made in person, presentation of an agency identification badge, or other official credentials, or other proof of government status;

- If the request is in writing, the request is on appropriate government letterhead;

- If the disclosure is made to a person acting on behalf of a public official, a written statement on appropriate government letterhead that the person is acting under the government's authority or other evidence or documentation of agency, such as a contract for services, memorandum of understanding, or purchase order, that establishes that the person is acting on behalf of the public official.

The PEBC and the PEBC Health Plans may rely, if such reliance is reasonable under the circumstances, on any of the following to verify authority when the disclosure of PHI is to a public official or a person acting on behalf of the public official:

- A written statement of the legal authority under which the information is requested, or, if a written statement would be impracticable, an oral statement of such legal authority,

- If a request is made pursuant to legal process, warrant, subpoena, order, or other legal process issued by a grand jury or a judicial or administrative tribunal, that process is presumed to constitute legal authority.

**Exercise of professional judgment**

PEBC, PEBC Member Group and Business Associates working for the PEBC Health Plans may rely on the exercise of professional judgment for verification purposes in making a use or disclosure of PHI in accordance with:

- The uses and disclosure that require an opportunity for the individual to agree or to object; or

- Emergency situations
  - Where the individual is unable to agree or object to disclosure due to incapacity or other emergency circumstance
  - For disclosure to family members, close personal friends, and others involved in the individual's care in emergency situations

- Acting on a good faith belief in making a disclosure in accordance with uses and disclosures to avert a serious threat to health or safety.
TOPIC: Safeguards
SUBJECT: Creating, implementing and maintaining reasonable processes and safeguards for the protection of PHI.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: __________________________

POLICY STATEMENT:

The PEBC has appropriate administrative, technical, and physical safeguards in place to protect the privacy of PHI. The PEBC will reasonably safeguard PHI from any intentional or unintentional use or disclosure that is in violation of the HIPAA Privacy rule requirements. The PEBC has reasonable and appropriate safeguards in place to protect against the inadvertent disclosure of PHI to persons other than the intended recipient.

PEBC Member Groups must have appropriate administrative, technical and physical safeguards in place to protect the privacy of PHI related to the PEBC Health Plans for Member Group activities. PEBC Member Groups may determine their own safeguards. Safeguards must be reasonable and appropriate, and meet the requirements of the HIPAA Privacy regulations.

PROCEDURES:

PEBC Health Plan administrative safeguards in place include:

- Written procedures for how to use and disclose PHI, as described in this PEBC Privacy Policies and Procedures document
- Written lists of those individuals within the PEBC Health Plan firewall, including lists for personnel from PEBC Member Groups
- A requirement that email subject lines should not contain PHI. Whenever possible, the PEBC returns emails containing PHI in the subject line back to the sender for correction.
- Effective April 14, 2003, the PEBC requires that the following disclaimer, as may be revised from time to time, be included on any PEBC email originated by the PEBC that includes any identifying information or PHI. Any email sent to the PEBC from a Member Group should include a similar disclaimer. This disclaimer, which may be revised or updated, will also be included on Fax sheets.

PEBC Disclaimer:

"The information contained in this transmittal and accompanying documents, if any, is protected by both state and federal law. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or action taken in reliance on the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify the sender immediately to arrange for return or destruction of these documents."
The authorized recipient of this information is prohibited from disclosing this information to any other party except as may be permitted by law, and is required to destroy the information after its intended purpose has been fulfilled, unless otherwise permitted by law.

PEBC Health Plan technical safeguards in place include:

- Appropriate Information Technology ("IT") policies and procedures, which may be maintained by a Business Associate, to safeguard PEBC Health Plan electronic information
- Identification of PEBC computer workstations used to receive, store or send PHI
- Use of computer passwords and automatic log-offs
- IT firewalls to limit PEBC data access to only those within PEBC, and Business Associate personnel administering IT systems
- Protections (e.g., passwords, zipped files, etc.) for data sent from member entities to the PEBC, and from PEBC to vendors
- Daily data back-up and disaster recovery procedures performed for the PEBC Health Plans.

PEBC Health Plan physical safeguards in place include:

- Relocation of offices to restrict access to those not working on the PEBC Health Plans
- Physical separation of workstations for PEBC staff working with PHI from other employees in the building
- Offices with locks for all PEBC staff
- A requirement that PEBC staff lock their doors at the end of the day or when leaving the office for an extended period of time
- Repositioning of all PEBC staff workstations and computer screens, so that they are not easily visible from the hallway
- Secure storage for hard copy reports containing PHI
- Shredding of hard copy PHI when it is no longer needed.

Dallas County administrative safeguards:
- Implement safeguards above as appropriate

Dallas County technical safeguards:
- Implement safeguards above as appropriate

Dallas County physical safeguards:
- Implement safeguards above as appropriate
Authorization for Uses and Disclosures of PHI

Process for authorizing uses and disclosures of PHI when it is not used for payment, treatment or operations, or non-routine, permissible uses and disclosures of PHI.

EFFECTIVE DATE: April 14, 2003

The PEBC Health Plans obtain the individual's permission prior to using or disclosing PHI when it is not used to carry out routine (payment, treatment or operations), or non-routine permissible uses and disclosures. Except as listed in the Uses and Disclosures of Protected Health Information Policy, the PEBC Health Plans do not use or disclose PHI without a valid authorization from the individual as defined under HIPAA.

The Plans may use or disclose PHI without an authorization:

- For Health Plan payment, treatment, or health care operations;
- For treatment activities of a health care provider;
- To another Covered Entity or health care provider for the payment activities of the entity that receives the information;
- To another Covered Entity for health care operations activities or health care fraud and abuse detection activities of the entity that receives the information, if both entities have a relationship with the individual who is the subject of the PHI being requested and the requested PHI concerns that relationship.

If the PEBC Health Plan receives and accepts a signed authorization, the Health Plan will abide by the terms of that authorization.

PROCEDURES:

The PEBC's intent is to use authorization forms rarely. In most cases, the PEBC's preferred procedure is to disclose PHI to the individual to which it pertains (which does not require an authorization), rather than requiring an authorization form to permit disclosure of PHI to a third party. The individual is then free to disclose his or her own PHI.

The PEBC maintains a PEBC Authorization Form for situations when an authorization is required per the HIPAA requirements. PEBC Member Groups encountering situations where they believe an authorization is necessary should contact the Member Group Privacy Officer, and then the PEBC Privacy Officer, for direction and a copy of the PEBC Authorization Form.

PEBC Health Plan Business Associates may also maintain their own authorization forms, which are valid for use and disclosure of PHI which they maintain. Any authorizations required by Business Associates will be developed, monitored, and maintained by the Business Associates.
Authorizations for disclosures from the PEBC Health Plans, the PEBC, or a PEBC Member Group must be provided to the PEBC in writing for security purposes. As indicated on the form, completed authorization forms for disclosure by the PEBC, a PEBC Member Group or the PEBC Health Plan should be mailed to:

Privacy Officer  
PEBC  
PO Box 5888  
Arlington, TX 76005-5888

The PEBC Privacy Officer, or a designee, date stamps and logs all authorization forms received. The PEBC documents the authorization and retains it for a period of six (6) years after it was created or expired, whichever date is later. The PEBC Privacy Officer, or a designee, will review the form to ensure it is a complete and valid authorization. Once the authorization is approved, the PEBC will return a copy of the signed authorization to the individual.

If a PEBC Member Group receives a completed authorization form, the form should be forwarded immediately to the PEBC Privacy Officer for review and handling. If there is a question regarding disclosure related to PEBC benefit plans, Member Groups should contact the PEBC Privacy Officer.

The PEBC Authorization Form is written in plain language and meets the requirements of an authorization under HIPAA, including the following elements:

Core elements of the authorization

A valid authorization contains the core elements listed:

- A description of the information to be used or disclosed that identifies the information in a specific meaningful fashion;
- The name or other specific identification of the person(s), or class of persons, authorized to make the requested use or disclosure;
- The name of other specific identification of the person(s), or class of persons, to whom the PEBC Health Plans will make the requested use or disclosure;
- A description of each purpose of the requested use or disclosure. If the individual initiates an authorization but does not provide a purpose, the PEBC may use the statement “at the request of the individual” as a sufficient description of the purpose.
- The opportunity for an individual to include an expiration date or an expiration event that relates to the individual or the purpose of the use or disclosure;
- Signature of the individual and date;
- If a personal representative of the individual signs the authorization, a description of such representative’s authority to act for the individual must also be provided.

Required statements

In addition to the core elements, the PEBC Authorization Form contains statements adequate to place the individual on notice of all of the following:

- The individual’s right to revoke the authorization in writing;
Privacy Policy - Authorization

- The ability or inability to condition treatment, payment, enrollment or eligibility for benefits on the authorization;
- The potential for information disclosed pursuant to the authorization to be subject to re-disclosure by the recipient and no longer be protected by this rule;
- The right of an individual to receive a signed copy of the authorization if the Health Plans seek an authorization from an individual; and
- The right of an individual not to sign an authorization form.

Defective authorization

An authorization is not valid if the document submitted has any of the following defects:

- The expiration date has passed or the expiration event is known by the Health Plans to have occurred
- The authorization has not been filled out completely
- The authorization is known by the Health Plans to have been revoked
- The authorization lacks a required element or statement
- The authorization has been combined with another document to create a compound authorization (unless the compound authorization meets certain requirements to be permissible under the HIPAA Privacy rules)
- Any material information in the authorization is known by the Health Plans to be false.

Revocation of authorizations

An individual may revoke an authorization at any time provided that the revocation is in writing. The permissions granted in the authorization are not acted upon if the authorization has been revoked or if it has expired.

Requests to revoke an authorization should be sent in writing to the PEBC Privacy Officer, at the PO Box address shown above, shown on the PEBC Authorization Form, and included in the PEBC Health Plan’s Notice of Privacy Practices.

For any valid revocations received, the PEBC will communicate the revocation to the PEBC Member Groups and its Business Associates, as needed.

Authorization for Uses and Disclosures of PHI
TOPIC: Business Associates and Contracts
SUBJECT: Contracting issues to assure that Business Associates comply with the PEBC's HIPAA policies and procedures.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: ________________

POLICY STATEMENT:

PEBC and PEBC Health Plan Business Associates are required to provide satisfactory assurances that they will maintain the confidentiality of the PHI of individuals covered by the PEBC Health Plans, and only use and disclose PHI for the purposes for which it was provided.

PROCEDURES:

The PEBC Privacy Officer, or a delegate, reviews existing and new relationships with the PEBC’s service providers to determine if the relationship requires the use and/or disclosure of PHI and thus, whether the entity is a Business Associate. This does not apply to the following disclosures, for which the recipients are not Business Associates under HIPAA:

(a) Disclosures to a health care provider concerning the treatment of the individual;
(b) Disclosures by a group health plan or health insurance issuer or HMO with respect to a group health plan to the extent that the requirements of Section 164.504(f) apply and are met

Business Associates to the PEBC Health Plans are required to sign a written contract ("Agreement") that provides satisfactory assurances that they will adhere to the PEBC’s privacy practices.

The PEBC Privacy Officer, or a delegate, negotiates and maintains Business Associate Agreements for those services provided through the PEBC.

PEBC Member Group Privacy Officers are responsible for identifying Business Associates that provide services to the PEBC Health Plans only for their organizations. PEBC Member Groups are responsible for negotiating and maintaining Business Associate Agreements for individuals or vendors providing services to their organizations.

The PEBC requires its Business Associates to determine the minimum necessary type and amount of PHI required to perform the services under the Agreement and to represent to the PEBC that it has requested the minimum necessary PHI for the stated purpose. The PEBC relies on the professional judgment of Business Associates to determine the type and amount of PHI necessary for their purposes.

The PEBC Privacy Officer monitors the return or destruction of PHI used, created or obtained by the Business Associate upon termination of a contract maintained by the PEBC (or the extension of protection if not returned or destroyed). PEBC Member Group Privacy Officers are
Privacy Policy – Business Associates

responsible for the return or destruction of PHI used, created or obtained by a Business Associate upon termination of a contract maintained by the PEBC Member Group (or the extension of protection if not returned or destroyed).

The PEBC Privacy Officer ensures that any complaints regarding privacy violations by Business Associates are reviewed for the contracts it maintains. If the PEBC Privacy Officer is aware of a pattern or practice that is a material violation of the Business Associate's duties with regard to privacy, the PEBC Privacy Officer takes reasonable steps to end the violation. If such steps are unsuccessful, the PEBC Privacy Officer determines whether termination of the Agreement is feasible. If not, the PEBC Privacy Officer may report the violation to HHS.

PEBC Member Group Privacy Officers address violations of PEBC privacy policies for contracts that they maintain.

A copy of the PEBC's Model Business Associate language is attached as Appendix D.

Dallas County will implement the procedures above as appropriate. Any documents will be receive a legal review by the Civil District Attorney.
TOPIC: Disclosure of PHI to Plan Sponsor

SUBJECT: Process to ensure that the PEBC restricts uses and disclosure of PHI to Plan Sponsor consistent with the HIPAA regulations.

EFFECTIVE DATE: April 14, 2003

POLICY STATEMENT:

The PEBC and the PEBC Health Plans do not disclose PHI to the Plan Sponsor, except in the manner and for the purposes specifically permitted under the HIPAA Privacy rule. The Plan Sponsor is required to certify that plan documents have been amended before disclosure may occur.

PROCEDURES:

The PEBC only discloses PHI to the Plan Sponsor if one of the following applies:

- The PEBC receives written authorization from the individual to disclose PHI to the Plan Sponsor;
- The PEBC discloses information to the Plan Sponsor on whether an individual is participating in the health plan (enrollment/disenrollment information);
- The PEBC provides the Plan Sponsor with PHI in the form of Summary Health Information for the purpose of obtaining premium bids from health insurance issuers;
- The PEBC provides the Plan Sponsor with PHI in the form of Summary Health Information for the purpose of assessing, modifying, amending or terminating the PEBC Health Plan; or
- The PEBC receives certification from the Plan Sponsor that the plan documents have been modified as required by the Privacy regulations, and the uses and disclosures of PHI by the Plan Sponsor will be restricted to plan administration functions performed by the Plan Sponsor on behalf of the Plan in accordance with the plan document.

The PEBC requires certification from the Plan Sponsor that the Plan Sponsor will not use the PHI for any employment-related decisions and that plan documents have been amended as required before disclosing PHI to the Plan Sponsor. The PEBC Privacy Policy is included in Appendix C.

The PEBC includes a separate statement in its Notice of Privacy Practices informing individuals that PHI may be disclosed to the Plan Sponsor.

The PEBC only discloses the minimum necessary amount and type of PHI to the Plan Sponsor.
TOPIC:  Granting Levels of Access to PHI
SUBJECT:  Process to identify those persons or classes of person in the PEBC and PEBC
Member Groups' work force who need access to PHI to carry out their duties.

EFFECTIVE DATE:  April 14, 2003
REVISION DATE:  

POLICY STATEMENT:

The PEBC identifies persons or classes of persons within the PEBC who need access to PHI to carry out their duties. For each person or classes of persons identified, the PEBC determines the category or categories of PHI to which access is needed. The PEBC makes a reasonable effort to limit the access of such persons or classes to PHI based on minimum necessary requirements and the need-to-know principle.

Similarly, PEBC Member Groups identify the persons or classes of persons within their organizations who need access to PHI to carry out their duties. For each person or classes of persons identified, the PEBC Member Group determines the category or categories of PHI to which access is needed. The PEBC and the PEBC Health Plans make a reasonable effort to limit the access of such persons or classes to PHI based on minimum necessary requirements and the need-to-know principle.

For all disclosures made on a routine and recurring basis, the PEBC follows its policies and procedures to limit the PHI disclosed to the amount reasonably necessary to achieve the purpose of the disclosures. For all other disclosures, the PEBC develops criteria designed to limit the PHI disclosed to the information reasonably necessary to accomplish the purpose, and reviews requests for disclosure on an individual basis in accordance with such criteria.

PROCEDURES:

The PEBC Privacy Officer, or designee, determines if an individual's access to PHI is permissible. PEBC Member Group Privacy Officers are responsible for determining whether an individual within their own organization may access PHI and providing a list of appropriate individuals, along with a description of the type of PHI which they can access, to the PEBC Privacy Officer.

The PEBC Privacy Officer, or designee, reviews requests for non-routine disclosures on an individual basis, using set criteria.

The need for a screening process prior to providing access to PHI is based on an assessment of risk, cost, benefit, and feasibility as well as other protective measures in place. Effective screening processes are applied to allow a range of implementation alternatives, from minimal procedures to more stringent procedures commensurate with the sensitivity of the data to be accessed and the magnitude of harm or loss that could be caused by the individual.
The PEBC maintains technical security measures to protect PHI and to control individual access to information, including both access and authorization controls. The PEBC has formal termination procedures and instructions that include appropriate security measures for the termination of an internal or external user’s access.

The PEBC Privacy Officer is responsible for ensuring PEBC personnel or other groups are removed from access lists when they are terminated or no longer need access to such PHI. PEBC Member Group Privacy Officers are responsible for terminating access to PHI for employees within their own organizations, and notifying the PEBC Privacy Officer of such terminations of access.

User accounts (contractor and vendors) will be removed from access when users no longer have a need to know the PHI to which they have access. This procedure includes eradicating a person or entity’s access privileges through removal from access lists by taking one or more of the following actions (as appropriate for the given situation):

- Changing locks;
- Removal from access lists;
- Removal of user account(s); and/or
- Turning in of keys, tokens or cards that allow access.

The employees and departments with access to PEBC Health Plan PHI are identified in Policy 1.2, Group Health Plan and Plan Document.

Dallas County will implement the above procedures as appropriate and/or consistent with County policy.
Individual's Right to Access PHI

Process for assuring that members have rights to access their PHI.

April 14, 2003

POLICY STATEMENT:

The PEBC Health Plans have implemented policies and procedures to ensure individuals' privacy rights as required by and specified in the HIPAA Privacy regulations. PEBC Health Plan covered individuals have the right to request to inspect or obtain a copy of their PHI in the Designated Record Set.

PROCEDURES:

Individuals covered by the PEBC Health Plans have the right to access documents in the Designated Record Set for inspection and/or copying.

The PEBC requires that individuals requesting access to PHI make the request in writing to:

Privacy Officer
PEBC
PO Box 5888
Arlington, TX 76005-5888

The PEBC Privacy Officer, or a designee, date stamps and logs all requests received. The PEBC Privacy Officer, or a designee, is responsible for researching the request to determine whether the PEBC, a PEBC Member Group, and/or Business Associate(s) hold the requested PHI.

If a request received by the PEBC involves PHI maintained by a PEBC Business Associate, and not by the PEBC or a Member Group, the PEBC Privacy Officer, or a designee, may forward the request to the Business Associate. The Business Associate is contractually obligated to respond to the request, per the Business Associate Agreement. Alternatively, the PEBC Privacy Officer may coordinate access to PHI held by Business Associate(s). For example, the PEBC may coordinate receiving copies of PHI held by Business Associate(s) in response to an individual's request.

If a request involves PHI maintained by a PEBC Member Group, including a Member Group Business Associate, the PEBC Privacy Officer, or a designee, contacts the Member Group Privacy Officer to assist in responding to the request.

If any PEBC Member Groups receive requests, PEBC Member Groups should return the request to the individual with instructions to forward the request to the above address. If a PEBC Member Group accepts a request, the request must be forwarded to the PEBC within 2 business days.

5.1

Individual's Right to Access PHI
The PEBC follows these procedures when reviewing and responding to requests to access PHI:

- When a request for access to PHI is received by the PEBC, the PEBC acts upon the request according to the following timeframes:
  - Within thirty (30) days if the requested information is maintained and accessible on site at the PEBC; or
  - Within sixty (60) days if the requested information is maintained offsite.
- If the request is granted, the PEBC informs the individual in writing and provides the access requested, within the timeframes above.
- The timeframes stated above may be extended one time for no more than thirty (30) days. If the extension is necessary, the PEBC provides the individual, within the timeframes above, a written statement that specifies the reason(s) for the delay and the date by which the individual may expect to receive a decision on the request to access the PHI for inspection and/or copying.
- The PEBC documents the records that comprise the Designated Record Set that is subject to access requests and maintains such records for a period of six (6) years from the date they were created or were last in effect, whichever is later.

When the PEBC denies a request for access (in whole or in part):

- The PEBC prepares a statement written in plain language that includes:
  - The reasons for the denial decision;
  - If applicable, the individual's right to a review of the decision with an explanation of how to exercise this right; and
  - A description of how the individual may file a complaint with the PEBC Health Plan and HHS, including the title and telephone number of a PEBC Health Plan contact person.
- To the extent possible, the PEBC grants access to other PHI for which there are no grounds to deny access.
- If the denial is reviewable and the individual requests such a review, the PEBC works with its Business Associates to designate a licensed health care professional, not involved in the original denial decision, to serve as a reviewing official. Upon receipt of a review request, the PEBC promptly refers the denial to the reviewing official for reevaluation. The PEBC provides written notice to the individual of the reviewing official's determination.
- If the PEBC denies access because it does not maintain the PHI requested but knows where the requested PHI is maintained, the PEBC informs the individual of where to direct the request.

When the PEBC grants a request for access (in whole or in part):

- The PEBC prepares a written statement notifying the individual of the decision. The individual may choose to inspect the PHI, copy it, or both, in the form or format requested.
- In lieu of providing access, the PEBC may provide a summary of the requested PHI for an additional charge if the individual agrees to the summary and to the additional fee.
- The PEBC, or the PEBC Member Group, and the individual arrange a mutually convenient time and place for the individual to inspect and/or obtain a copy of the requested PHI.
- The PEBC mails a copy of the requested PHI if the individual prefers this method of obtaining a copy.

Fees charged by the PEBC Health Plan for access to PHI:

5.1 Individual's Right to Access PHI
Privacy Policy – Individual Rights

- The PEBC has the right to charge a reasonable, cost-based fee for copying, including labor and supplies (for instance, paper, computer disks). Fees will not exceed those permitted under the Texas Public Information Act.
- The PEBC may charge the cost of postage when the individual requests that the information be mailed.
- No fee is charged for retrieving or handling the PHI or for processing the individual's access request.
- The PEBC may charge a nominal fee for preparing an explanation or summary of the requested PHI if the individual is informed of and agrees to receive a summary of the PHI and is willing to pay the fee.
TOPIC: Individual’s Right to Request to Amend PHI
SUBJECT: Process for assuring members’ rights to have the PEBC Health Plan amend their PHI.

EFFECTIVE DATE: April 14, 2003

POLICY STATEMENT:

The PEBC Health Plans have implemented policies and procedures to ensure individuals’ privacy rights as required by and specified in the HIPAA Privacy regulations. PEBC Health Plan covered individuals have the right to request amendment of incorrect or incomplete PHI contained in the Designated Record Set.

PROCEDURES:

The PEBC requires that individuals requesting amendment of their PHI make the request in writing to:

Privacy Officer
PEBC
PO Box 5888
Arlington, TX 76005-5888

The written request must include a reason to support acceptance of the amendment by the Health Plans. If the request for amendment is not received in writing, or if the written request does not include a reason in support of the request, the PEBC will not act on the request.

The PEBC Privacy Officer, or a designee, date stamps and logs all requests received. The PEBC Privacy Officer, or a designee, is responsible for researching the request to determine whether the PEBC, a PEBC Member Group, and/or Business Associate(s) holds the PHI for which an amendment is requested.

If a request received by the PEBC involves PHI maintained by a PEBC Business Associate, and not by the PEBC or a Member Group, the PEBC Privacy Officer, or a designee, may forward the request to the Business Associate. The Business Associate is contractually obligated to respond to the request, per the Business Associate Agreement. Alternatively, the PEBC Privacy Officer may coordinate responses for PHI held by Business Associate(s). For example, the PEBC may approve a request and forward the approval to a Business Associate to act on the request.

If a request involves PHI maintained by a PEBC Member Group, including a Member Group Business Associate, the PEBC Privacy Officer, or a designee, contacts the Member Group Privacy Officer to assist in responding to the request.

If any PEBC Member Groups receive requests, PEBC Member Groups should return the request to the individual with instructions to forward the request to the above address. If a PEBC Member Group accepts a request, the request must be forwarded to the PEBC within 2 business days.
The PEBC follows these procedures when reviewing and responding to requests to amend PHI:

- When the PEBC Health Plan receives a request for amendment of PHI, the PEBC will act on the request within sixty (60) days. If necessary, this timeframe may be extended for thirty (30) days.
  - The PEBC will inform the individual requesting the amendment in writing of the reason(s) for the delay and the date by which action will be taken on the request.
  - The PEBC will provide the extension notice within sixty (60) days of receipt of the original request.

When the PEBC denies a request for amendment:

- The PEBC will provide the individual a notice written in plain language that:
  - Includes a permissible basis for denial.
  - Informs the individual of the right to submit a statement of disagreement and how to file the statement;
  - States that if the individual does not file a statement of disagreement, the individual may request that the PEBC Health Plan provide the request for amendment and the denial in any future release of the disputed PHI; and
  - Includes a description of the procedure to file a complaint with the PEBC Health Plan or HHS.
- If the individual chooses to write a statement of disagreement with the denial decision:
  - The PEBC may write a rebuttal statement and provide a copy to the individual; and
  - The PEBC must include the request for amendment, denial letter, statement of disagreement, and rebuttal (if any), with any future disclosures or the disputed PHI.
- If the individual does not choose to write a statement of disagreement with the denial decision, the PEBC is not required to include the request for amendment and denial decision letter with future disclosures of the disputed PHI unless requested by the individual.

When the PEBC accepts a request for amendment (in whole or in part):

- If the PEBC maintains the PHI, the PEBC identifies the record(s) that are the subject of the amendment request and appends the amendment to the record(s).
- If a PEBC Member Group maintains the PHI, the PEBC forwards the accepted amendment to the PEBC Member Group and requests that the Member Group append the amendment to the record(s).
- The PEBC informs the individual in writing that the request for amendment has been accepted, and requests the identification of and permission to contact other individuals or health care entities that need to be informed of the amendment(s).

The PEBC makes reasonable efforts to provide the amendment within a reasonable time to the persons/entities identified by the individual as well as persons and Business Associates whom the PEBC knows have the disputed PHI and may rely on it to the individual's detriment.

If PEBC Health Plan receives notification from another Covered Entity, such as a health care provider, that an individual's PHI has been amended:

1 The information requested was not created by PEBC Health Plan, is accurate and complete, is not part of the record.

Individual's Right to Request to Amend PHI
Privacy Policy – Individual Rights

- The PEBC will ensure that the amendment is appended to all applicable records of the individual the PEBC maintains;
- The PEBC will inform the PEBC Member Group, if the Member Group may use or rely on the PHI to the individual's detriment, and require the Member Group to make the necessary corrections; and
- The PEBC will inform its Business Associates that may use or rely on the individual's PHI of the amendment and require them to make the necessary corrections.
The PEBC Health Plans have implemented policies and procedures to ensure individuals' privacy rights as required by and specified in the HIPAA Privacy regulations. PEBC Health Plan covered individuals have the right to request restrictions on how their PHI is used and/or disclosed for treatment, payment and health care operations. The PEBC Health Plans are not required to grant any such restriction.

The PEBC Health Plans are not required to agree to a restriction. If the PEBC Health Plans agree to a restriction, then the Health Plans may not use or disclose PHI in violation of the restriction, except when the individual who requested the restriction is in need of emergency treatment and the restricted PHI is needed to provide the emergency treatment.

The PEBC Health Plans must permit individuals to request and must accommodate reasonable requests to receive communications of PHI from the PEBC Health Plans by alternative means or at alternative locations, if the individual clearly states that the disclosure of all or part of that information could endanger the individual.

PROCEDURES:

The PEBC Health Plans inform individuals of their right to request restrictions on the use and disclosure of their PHI through the PEBC Notice of Privacy Practices ("Notice").

The PEBC requires that individuals requesting restrictions make the request in writing to:

    Privacy Officer  
    PEBC  
    PO Box 5888  
    Arlington, TX 76005-5888

    The PEBC requires individuals requesting communication of PHI in an alternative manner or to an alternative location than the Health Plan would otherwise use, to specify the alternative location or other method of communication in writing.

    The PEBC Privacy Officer, or a designee, date stamps and logs all requests received. The PEBC Privacy Officer, or a designee, is responsible for researching the request to determine whether the PEBC Health Plans, including Health Plan Business Associates, can reasonably accommodate the request.
If requests are received by any PEBC Member Groups, the PEBC Member Group should return the request to the individual with instructions to forward the request to the above address. If a PEBC Member Group accepts a request, the request must be forwarded to the PEBC within 2 business days.

The PEBC Privacy Officer is responsible for approving or denying all requests for restrictions on behalf of the PEBC Health Plans. The PEBC will not refuse to accommodate such requests unless the request imposes an unreasonable administrative burden, could negatively impact the treatment provided to the individual, or impairs the ability of any provider or the PEBC Health Plans to receive payment.

Covered individuals may also direct requests for restrictions to certain Business Associates, if, as part of its normal activities, the Business Associate discloses PHI related to the covered individual (e.g., a claims payor that mails Explanation of Benefits). Business Associates are responsible for reviewing and responding to requests received directly from covered individuals.

PEBC or Member Group work force members or Business Associates who perform plan functions may not grant or deny an individual’s request for restrictions on behalf of the PEBC Health Plans without prior authorization from the PEBC Privacy Officer or designee. Business Associates may, however, grant a request that applies only to the PHI that the Business Associate maintains.

When the PEBC accepts a request for restriction(s):

- The PEBC informs the individual of any potential consequences of the restriction;
- The PEBC places written documentation of the individual’s request, if granted, in the individual’s record(s).
- The PEBC and the PEBC Health Plans, including PEBC Member Group personnel, do not use or disclose PHI inconsistent with the agreed upon restriction, nor do Business Associates;
- The individual is informed that the PEBC Health Plan is not required to comply with the agreed upon restriction(s) in emergency treatment situations when the restricted PHI is needed for treatment;
- If the agreed upon restriction hampers treatment, the PEBC asks the individual to modify or revoke the restriction and gets written agreement to the modification or revocation or documents an oral agreement;
- Health Plan uses and/or disclosures of PHI are consistent with the status of the restriction in effect on the date PHI is used or disclosed; and
- The PEBC maintains written documentation of the agreed upon restriction for six (6) years from the date of its creation or from the date when it was last in effect, whichever is later.

When the PEBC denies a request for restriction(s):

- The individual is given the opportunity to discuss his or her privacy concerns, if desired; and
Efforts are made to assist the individual in modifying the request for restrictions to accommodate his or her concerns and obtain acceptance by the PEBC Health Plans, if possible.
TOPIC: Notice of Privacy Practices
SUBJECT: An individual has a right to adequate notice of the uses and disclosures of PHI that may be made by the PEBC Health Plans, and of the individual's rights and PEBC Health Plans' legal duties with respect to PHI.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The privacy practices of the PEBC Health Plans, designed to protect the privacy, use and disclosure of PHI, are clearly delineated in the PEBC Health Plans' Notice of Privacy Practices ("Notice") which was developed and distributed in accordance with the HIPAA Privacy regulations.

PROCEDURES:

The Notice of Privacy Practices for the PEBC Health Plans describes the privacy practices of the Plans. The PEBC Privacy Officer is responsible for drafting and distributing the Notice.

The PEBC distributed the Notice to covered employees during fall 2002 annual enrollment. All new enrollees receive the Notice at the time of their enrollment in the PEBC Health Plans as part of the employer's new hire process. In accordance with the HIPAA regulations, the Notice is provided to the named individual or employee for the benefit of all covered dependents. The Notice is also prominently posted on the PEBC benefits website.

The Notice is available to anyone who requests it. Individuals have the right to receive a paper copy of the Notice, even if they previously agreed to receive the Notice electronically.

The PEBC also offers the Notice to all Business Associates.

The PEBC will revise the Notice as needed to reflect any material changes in the PEBC's privacy practices. Material revisions of privacy policies and procedures are not implemented prior to the effective date of the revised Notice. The PEBC will distribute a revised Notice to all covered employees within 60 days of a material revision to the Notice following procedures described in the Notice. The PEBC may give the Notice to Member Groups for distribution to employees. The PEBC will also notify Business Associates of material changes in the Notice.

The PEBC notifies current enrollees at least once every three years of the availability of the Notice and provides instructions on how to obtain it.

PEBC HIPAA training includes discussion of the PEBC Health Plan Notice.

The PEBC Privacy Officer retains copies of the original Notice and any subsequent revisions for a period of six (6) years from the date of its creation or from the date it was last in effect, whichever is later.
All PEBC and PEBC Member Group work force members who perform Health Plan functions and Business Associates are required to adhere to the privacy practices as detailed in the Notice, privacy policies and procedures and Business Associate contracts.

Violations of the PEBC Health Plan's privacy practices as described in the Notice will result in disciplinary action up to and including termination of employment or contracts.

A copy of the PEBC's Notice of Privacy Practices is attached as Appendix B.
TOPIC: Minimum Use of PHI
SUBJECT: The PEBC Health Plan will make reasonable efforts to ensure that the minimum amount of PHI necessary to accomplish the intended purpose of the use or disclosure is used or disclosed.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The PEBC develops criteria designed to limit the PHI disclosed to the information reasonably necessary to accomplish the purpose for which the request is made, and reviews requests for disclosure on an individual basis in accordance to the criteria. The PEBC makes reasonable efforts to limit PHI disclosures to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The PEBC reasonably safeguards PHI from any intentional or unintentional use or disclosure that is in violation of the standards, implementation specification or other requirements.

The following situations are exceptions to the PEBC Health Plan's minimum necessary standards:

- Disclosures to a health provider for treatment;
- Uses or disclosures made pursuant to the individual’s authorization;
- Uses and disclosures made to the individual to whom the PHI applies as permitted or required by applicable regulations;
- When the Secretary of Health and Human Services requests access to the information to ensure compliance or investigate a complaint;
- Uses or disclosures that are required by law; or
- Use or disclosures that are required to comply with requirements of applicable regulations.

The PEBC makes determinations of minimum necessary use based on the types of people who are to have access to designated categories of information and the conditions, if any, of that access. The PEBC takes appropriate means for protecting the privacy of the individual’s information.

For non-routine disclosures, the PEBC Health Plan has reasonable criteria to limit the PHI disclosed to the minimum necessary to accomplish the purpose for which disclosure is sought, and to implement procedures for review of disclosures on an individual basis.

Where disclosures are done on a routine and recurring basis, such as in ongoing relationships between the PEBC and their Business Associates, individual review of each routine disclosure is not necessary. The PEBC develops and follows standard protocols to apply to such routine and recurring disclosures.

PROCEDURES:
Privacy Policy – Minimum Necessary

The PEBC implements procedures and standard protocols to limit the use and disclosure of PHI to the minimum information reasonably necessary to achieve the purpose of that type of use or disclosure. For example, the PEBC works with Business Associates to ensure that routine reports sent by Business Associates contain the minimum necessary amount of PHI needed for the purpose of the report.

On behalf of the PEBC Health Plans, and with input from PEBC Member Group Privacy Officers, the PEBC determines who needs to have access to PHI and identifies the categories of PHI to which access is needed and conditions appropriate to such access. The PEBC makes every effort to ensure consistency. What is reasonable to comply with the Minimum Necessary policy varies based on the circumstances. The PEBC will use discretion to determine what is the minimum necessary in each situation.

A self-correcting procedure is in place. If an individual receives PHI, and the individual believes he or she is receiving more information than is necessary to perform the job, the individual should notify the person or group providing the information, with a copy to the Member Group or PEBC Privacy Officer as appropriate, and request that the data received be limited to only what is necessary to do the job.
TRAINING WORK FORCE REGARDING PROTECTION OF PHI

Process for training all members of the PEBC Health Plans' work force on policies and procedures with respect to PHI as required by regulations.

EFFECTIVE DATE: April 14, 2003

POLICY STATEMENT:

The PEBC Health Plans train members of the work force on policies and procedures with respect to PHI as required under applicable regulations as necessary and appropriate for the members of the work force to carry out their job function for the PEBC Health Plans. The work force for the PEBC Health Plans includes PEBC staff as well as designated staff of PEBC Member Groups performing activities for the PEBC Health Plans.

Training is provided to each member of the work force on the privacy procedures applicable to their work. Initial training was provided prior to the April 14, 2003 compliance effective date. Each new member of the Health Plan work force receives the training within a reasonable period of time. The training is designed to address general privacy issues, discuss the types of issues employees may confront in performing their obligations, and educate work force members on the PEBC's policies and procedures.

When there is a material change in the privacy policies and/or procedures, each member of the work force whose function is affected by the change is trained within a reasonable period of time after the change becomes effective.

Training is documented in written or electronic form, and the PEBC Health Plans maintain such documentation for six years from the date of its creation or the date when it was last in effect, whichever is later.

PROCEDURES:

The PEBC Privacy Officer determines the method of training for PEBC staff. This may include memos, emailed notices, self-learning packets, distribution of written policies and procedures, classroom training, etc. The PEBC provides template training modules to PEBC Member Groups for use with the Member Group work force.

PEBC Member Groups are responsible for training employees of their organization who perform Health Plan activities or have access to Health Plan PHI. The Member Group Privacy Officer ensures appropriate members of its work force are trained on privacy policies and procedures and confirms training to the PEBC Privacy Officer.

The PEBC Privacy Officer documents training for PEBC staff in written or electronic form and maintains such documentation for six years from the date of its creation or the date when it was last in effect, whichever is later. PEBC Member Group Privacy Officers document training for their work forces, maintain documentation for six years, and periodically certify to the PEBC that the HIPAA training requirement is satisfied for their organization.
Dallas County's Privacy Officer will review the Program for training needs and initiate where necessary. Training will be documented in the employee's file in County Human Resources and in an electronic file.
TOPIC: Uses and Disclosures of PHI
SUBJECT: Process to identify the permitted uses and disclosures of PEBC Health Plan PHI.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The PEBC Health Plans do not use or disclose PHI except as permitted or required in this policy.

I. Routine uses and disclosures of PHI

The PEBC and the PEBC Health Plans may:

- Use or disclose PHI to carry out Health Plan treatment, payment, or health care operations functions.
- Disclose PHI to the individual to whom the PHI applies.
- Disclose PHI to another Covered Entity for payment activities of the entity that receives the information.
- Disclose PHI to a health care provider for treatment activities.
- Disclose PHI to another Covered Entity for health care operations activities of the entity that receives the information, if both entities have or had a relationship with the individual who is the subject of the PHI being requested and the disclosure is for purposes of quality assessment and improvement, case management, care coordination, contacting individuals regarding treatment alternatives, reviewing health plan performance, detecting health care fraud and abuse, and any other purposes permitted by applicable regulations.
- All of the PEBC Health Plans subject to this policy comprise an organized health care arrangement as defined in the HIPAA regulations. As such, PHI about an individual may be disclosed by one plan to another plan that participates in the organized health care arrangement for any health care operations activities of the organized health care arrangement.

II. Non-routine uses and disclosures of PHI

The PEBC Health Plans log all non-routine requests for disclosures of PHI for both internal and external disclosures. An authorization or opportunity to agree or object is not required for the following categories of use or disclosure of PHI:

(a) Required by law. The PEBC Health Plans use or disclose PHI to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law.

(b) Public Health Activities. The PEBC Health Plans may disclose PHI for public health activities to the following:
Privacy Policy – Uses and Disclosures

- A public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions; or to an official of a foreign government agency that is acting in collaboration with a public health authority;
- A public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect;
- A person subject to the jurisdiction of the Food and Drug Administration ("FDA") with respect to an FDA-regulated product or activity for which that person has responsibility, for the purposes of activities related to the quality, safety, or effectiveness of such FDA-regulated product or activity;
- A person who has been exposed to a communicable disease or will otherwise be at risk of contracting or spreading a disease or condition where the law authorizes notification as necessary in the conduct of public health intervention or investigation.

(c) Victims of abuse, neglect or domestic violence. The PEBC Health Plans may disclose PHI about an individual whom the PEBC Health Plans reasonably believe to be a victim of abuse, neglect or domestic violence, to a government authority. The PEBC Health Plans may disclose PHI regarding such individual when the disclosure is required by law, when the individual agrees to the disclosure, or when the disclosure is authorized by statute or regulation. If such a disclosure is made, the PEBC will notify the individual of the disclosure unless the PEBC determines notifying the individual would place the individual at risk of serious harm, or the PEBC would be informing a personal representative and the PEBC reasonably believes the personal representative is responsible for the abuse, neglect, or other injury and the notification would not be in the best interests of the individual.

(d) Health oversight activities. The PEBC Health Plans may disclose PHI to a health oversight agency for oversight activities authorized by law for appropriate oversight of the health care system, government benefit programs for which health information is relevant to beneficiary eligibility, government regulatory programs for which health information is necessary for determining compliance with program standards or entities subject to civil rights law for which health information is necessary in determining compliance.

(e) Judicial and administrative proceedings. The PEBC Health Plans may disclose PHI in the course of any judicial or administrative proceeding in response to a court or administrative tribunal order provided that only PHI expressly authorized by the order is disclosed; or in response to a subpoena, discovery request, or other lawful process that is not accompanied by an order of a court or administrative tribunal if satisfactory assurances, as provided for in the regulation, are received by the PEBC Health Plans.

(f) Law enforcement purposes. The PEBC Health Plans may disclose PHI to a law enforcement official for the following purposes:

- When the subject of the disclosure is an individual who is or is suspected to be a victim of a crime, abuse, or other harm;
- The reporting of certain types of wounds or other physical injuries;
- To comply with a court order or court-ordered warrant, or a subpoena or summons issued by a judicial officer or a grand jury subpoena;
- To comply with an administrative subpoena or summons, a civil or an authorized investigative demand when the information sought is relevant to a legitimate law enforcement official for the following purposes:
enforcement inquiry. The request must be specific and limited in scope to the extent reasonably practicable for the purpose for which the information is sought;

- Limited information for identification and location purposes may be disclosed by the PEBC Health Plans for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person;
- About an individual who has died, for the purpose of alerting law enforcement of the death of the individual, if the PEBC Health Plans have a suspicion that such death resulted from criminal conduct;
- Pursuant to the PEBC Health Plans' good faith belief that the disclosure constitutes evidence of criminal conduct that occurred on PEBC or Member Group premises.

(g) Coroners, medical examiners, and funeral directors. The PEBC Health Plans may disclose PHI to a coroner or medical examiner to identify a deceased person or the cause of death. The PEBC Health Plans may disclose PHI to a funeral director, as necessary, to carry out their duties with regard to the decedent.

(h) Cadaveric organ, eye or tissue donation. The PEBC Health Plans may use or disclose PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes or tissues for the purpose of facilitating the donation or transplant.

(i) To avert a serious threat to health or safety. The PEBC Health Plans may use or disclose PHI based on a good faith belief that it is necessary to prevent or lessen a serious imminent threat, including to the target of the threat, or is necessary for law enforcement authorities to identify or apprehend an individual under specified circumstances.

(j) Specialized government functions. Subject to certain conditions, the PEBC Health Plans may disclose PHI for certain military and veterans activities, national security and intelligence activities, and to correctional institutions, as specified in applicable regulations.

(k) Worker's Compensation. The PEBC Health Plans may disclose PHI to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work related injuries or illness.

III. Uses and disclosures for which an authorization is required

Except as listed in Sections I and II of this policy, the PEBC Health Plans may not use or disclose PHI without securing the individual's prior written authorization. When the PEBC Health Plans receive a request for PHI, the PEBC Health Plans adhere to PEBC Policies and Procedures for authorizations (as outlined in Section 2.1 of this document), and the terms of any valid authorization received, to the extent an authorization was necessary to permit the disclosure.

IV. Personal Representatives

If a person has the authority under applicable law to act on behalf of an individual who is an adult or an emancipated minor in making decisions related to PHI, the PEBC Health Plans may treat such person as a personal representative with respect to PHI. If a parent, guardian, or other person acting In loco parentis has authority to act on behalf of an individual who is an unemancipated minor in making decisions related to PHI, the PEBC Health Plans may treat such person as a personal representative of an unemancipated minor.
The PEBC and the PEBC Health Plans may request a copy of legal documents, such as a power of attorney, which provide authority to the personal representative, prior to granting the personal representative access to PHI.

The PEBC Health Plans may, consistent with state or other applicable law, provide a right of access to PHI of an unemancipated minor to either a parent, guardian, or other person acting in loco parentis, as the personal representative of the unemancipated minor, or the unemancipated minor, or both.

V. Access to Records

The PEBC permits access by the Secretary during normal business hours to PEBC Health Plan books, records and accounts and other sources of information, including PHI, that are pertinent to ascertaining compliance with the privacy requirements. If such information is in the exclusive possession of another person, institution or entity that fails or refuses to furnish the information, the PEBC will certify and set forth the efforts it made to obtain the information.

PROCEDURES:

The PEBC, on behalf of the PEBC Health Plans, uses and discloses PHI or any categories of PHI only to the extent and for the purposes described in this policy.

All non-routine uses and disclosures of PHI should be routed through the PEBC Privacy Officer or a designee for approval. The PEBC, on behalf of the PEBC Health Plans, logs all non-routine uses and disclosures and maintains all written authorizations submitted by individuals in a designated location.

If a PEBC Member Group uses or discloses PHI for a non-routine permissible purpose without routing the use or disclosure to the PEBC, the PEBC Member Group is responsible for tracking the disclosure and maintaining documentation of the disclosure. In all cases, Business Associates should be contacted only through the PEBC.

The PEBC Privacy Officer (or designee) is responsible for maintaining and updating lists of uses and disclosures of PHI for the PEBC Health Plans. Updates will be done as new and/or changes in uses and disclosures occur within PEBC Health Plans.
TOPIC: Accounting (Logging) of PHI Disclosures
SUBJECT: Process for logging and providing an accounting of requests for uses and disclosures of PHI to the extent required by applicable regulations.

EFFECTIVE DATE: April 14, 2003
REVISION DATE: 

POLICY STATEMENT:

The PEBC Health Plans maintain a log that provides for a written accounting of disclosures of PHI. This supports an individual's right to receive an accounting of disclosures of PHI made by the PEBC Health Plans for a period of up to six years prior to the date on which the accounting is requested. The PEBC Health Plans do not track and do not provide an accounting for the following disclosures pursuant to the HIPAA regulations:

(a) To carry out treatment, payment and health care operations;
(b) To individuals for PHI about themselves;
(c) For national security or intelligence purposes;
(d) To correctional institutions or law enforcement officials;
(e) That occur prior to the April 14, 2003 effective date of the regulations;
(f) Those made pursuant to the individual's authorization;
(g) Those that are incident to a permitted or required use or disclosure; or
(h) Those made to a personal representative involved in the health care of an individual.

An individual may request an accounting of disclosures for a period of time less than six years from the date of the request.

The PEBC Health Plans may temporarily suspend an individual's right to receive an accounting of disclosures to a health oversight agency or law enforcement official for the time specified by such agency or official, if the agency or official provides the PEBC Health Plans with a written statement that such an accounting to the individual would be likely to impede the agency's activities and specifying the time for which a suspension is required.

The first accounting to an individual in any 12-month period is provided without charge. The PEBC Health Plans may impose a reasonable, cost-based fee for each subsequent request for an accounting by the same Individual within the 12-month period. If a fee will be charged, the PEBC Health Plans inform the individual in advance of the fee and provide the individual with an opportunity to withdraw or modify the request for a subsequent accounting in order to avoid or reduce the fee.

Through Business Associate contracts, the PEBC Health Plans require Business Associates to agree to maintain a log of the following elements regarding disclosures of PHI for which an accounting may be required:

- The date of the disclosure;
- The name of the entity or person who received the PHI and, if known, the address of the entity or person;
- A brief description of the PHI disclosed;

Accounting of PHI Disclosures
• A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis of the disclosure; and
• The frequency or number of the disclosures made, including the date of the last such disclosure during the accounting period.

Upon termination of a Business Associate Agreement, the PEBC Health Plans require that the Business Associate transfer all logs that contain the accounting of PHI disclosure to the PEBC or to a third party designated by the PEBC Health Plans.

PROCEDURES:

The PEBC requires that individuals requesting an accounting of disclosures under HIPAA put the request in writing and send it to the PEBC at the following address:

Privacy Officer
PEBC
PO Box 5888
Arlington, TX 76005-5888

The PEBC Privacy Officer, or a designee, date stamps and logs all requests for an accounting received. The PEBC Privacy Officer, or a designee, is responsible for researching the request to determine whether the PEBC made disclosures for which an accounting is required. The PEBC Privacy Officer, or a designee, contacts the appropriate PEBC Member Group and all Business Associates to collect disclosure information on any disclosures those organizations may have made.

PEBC Member Groups are responsible for tracking and providing disclosure information for any disclosures made by the PEBC Member Group for which an accounting is required that are not submitted to the PEBC.

If the PEBC Privacy Officer determines that an individual’s right to an accounting is temporarily suspended as permitted by law and described in the Policy for Accounting of PHI Disclosures, the PEBC Privacy Officer notifies the individual of such suspension.

The PEBC’s response to the accounting request provides the individual with a written account of all applicable disclosures of PHI that occurred during the six years prior to the date of the request for an accounting (or a shorter time period at the request of the individual), including disclosures to or by Business Associates of the PEBC Health Plans, and includes for each disclosure:

• The date of the disclosure;
• The name of the entity or person who received the PHI and, if known, the address of the entity or person;
• A brief description of the PHI disclosed; and
• A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure.

If, during the period covered by the accounting, the PEBC Health Plans made multiple disclosures of PHI to the same person or entity for a single purpose, the PEBC may provide the
following additional information:

- The frequency, periodicity, or number of the disclosures made during the accounting period;
  and
- The date of the last disclosure during the accounting period.

The PEBC Privacy Officer, or a designee, responds to the individual's request for an accounting no later than 60 days after receipt of the request.

If the PEBC is unable to provide the accounting within 60 days, the PEBC may extend the time to provide the accounting by no more than 30 days. Prior to the expiration of the initial 60-day period, the PEBC will provide the individual with a written statement of the reasons for the delay and the date by which the PEBC expects to provide the accounting. The PEBC may only have one extension of time for action.

The PEBC Privacy Officer, or a designee, documents the response provided to the individual as evidence of the Plans' compliance.
The PEBC Health Plans will identify any instances in which PHI is used and disclosed for marketing purposes and will obtain the individual's authorization prior to such use or disclosure.

EFFECTIVE DATE: April 14, 2003

POLICY STATEMENT:

The PEBC Health Plans will not use or disclose PHI for marketing purposes without first obtaining an authorization from the individual. If the marketing is expected to result in direct or indirect remuneration to the PEBC Health Plans from a third party, the authorization will state that such remuneration is expected.

The following activities are not considered marketing under the HIPAA Privacy regulations:

- Describing participation in a health care provider network or health plan network, or describing if, and to the extent to which, products or services (or payment for such product or service) provided by the PEBC Health Plans or a health care provider are included in a plan of benefits;
- For treatment of the individual; or
- For case management or care coordination for that individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to that individual.

The PEBC Health Plans will obtain an authorization for any use or disclosure of PHI for marketing purposes, except when the communication is in the form of a face-to-face communication made by the PEBC Health Plans to an individual; or a promotional gift of nominal value is provided by the PEBC Health Plans.

PROCEDURES:

The PEBC Health Plans do not use or disclose PHI for marketing purposes. PEBC Health Plan Business Associates will not use or disclose PHI for marketing purposes without an individual's authorization.
Authorization
The mechanism for obtaining permission for the use and/or disclosure of health information at any time other than at the time of enrollment.

Business Associate
(1) A(n) person / entity outside the work force of the Covered Entity who performs or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information, or any other regulated function or activity, including but not limited to claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing.

A Business Associate may also provide legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which the Covered Entity participates.

The provision of the service involves the disclosure of individually identifiable health information from (a) the Covered Entity, (b) the organized health care arrangement, or (c) from another Business Associate of the Covered Entity or organized health care arrangement, to the person/ entity.

(2) A Covered Entity participating in an organized health care arrangement can become a Business Associate to the organized health care arrangement by providing the activities as described above. The Covered Entity does not become a Business Associate of other covered entities participating in the organized health care arrangement.

(3) A Covered Entity may be a Business Associate of another Covered Entity.

CMS
The Centers for Medicare and Medicaid Services within the Department of Health and Human Services.

Complaint Procedures
Procedures to allow individuals to file complaints alleging that the Health Plan failed to comply with the privacy requirements.
Appendix A

Compliance Date
The date by which a Covered Entity must comply with a standard, implementation specification, requirement, or modification to the Privacy rules. The original compliance effective date of the Privacy rules is April 14, 2003.

Confidentiality
The property that information is not made available or disclosed to unauthorized individuals, entities or processes.

Contrary
When used to compare a provision of State law to a standard, requirement, or implementation specification, means:

(1) A Covered Entity would find it impossible to comply with both the State and federal requirements; or

(2) The provision of State law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of part C of title XI of the Act.

Covered Entity
A health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a standard or covered transaction.

Covered Functions
Those functions of a Covered Entity the performance of which makes the entity a health plan, health care provider, or health care clearinghouse.

Data Aggregation
The combining of PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

De-Identification of Information
Information from which the following identifiers have been removed or concealed:

(a) Names
(b) All geographic subdivisions smaller than a State, including street address, city, county precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code if, according to their current publicly available data from the Bureau of the Census, the geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people, or the initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
(c) All elements of dates (except year) for dates directly related to an individual including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older
(d) Telephone numbers
(e) Fax numbers
(f) Electronic mail addresses
(g) Social security numbers
Appendix A

(h) Medical record numbers
(i) Health plan beneficiary numbers
(j) Account numbers
(k) Certificate/license numbers
(l) Vehicle identifiers and serial numbers, including license plate numbers
(m) Device identifiers and serial numbers
(n) Web Universal Resource Locators (URLs)
o) Internet Protocol (IP) address numbers
(p) Biometric identifiers, including finger and voice prints
(q) Full face photographic images and any comparable images, and
(r) Any other unique identifying number, characteristic, or code that the Covered Entity has reason to believe may be available to an anticipated recipient of information.

Designated Record Set
A group of records maintained by or for a group health plan, consisting of enrollment, payment, claims adjudication, and case or medical management record systems; or used, in whole or in part, by or for the Covered Entity to make decisions about individuals. Please also refer to the definition of “record”.

Disclosure
The release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

HHS
The Department of Health and Human Services.

Health Care
The provision of care, services, or supplies to a patient and includes any:
(1) preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, counseling, service, or procedure with respect to the physical or mental condition, or functional status, of a patient or affecting the structure or function of the body;
(2) sale or dispensing of a drug, device, equipment, or other item pursuant to a prescription.

Health Care Clearinghouse
A public or private entity that conducts either of the following:

(1) Processes or facilitates the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction.
(2) Receives a standard transaction from another entity and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity.

Health Care Operations
Any of the following activities of the Covered Entity to the extent that the activities are related to covered functions:

- Conducting quality assessment and improvement activities, including evaluating outcomes, and developing clinical guidelines;
- Reviewing the competence or qualifications of health care professionals, evaluating
Appendix A

practitioner and provider performance, health plan performance, conducting training programs in which undergraduate and graduate students and trainees in all areas of health care learn under supervision to practice as health care providers (e.g., residency programs, grand rounds, nursing practicums), accreditation, certification, licensing or credentialing activities;

• Insurance rating and other insurance activities relating to the renewal of a contract for insurance, including underwriting, experience rating, and reinsurance, but only when the individuals are already enrolled in the health plan conducting such activities and only when the use or disclosure of such protected health information relates to an existing contract of insurance (including the renewal of such a contract);

• Conducting or arranging for medical review, legal services, or auditing services, including fraud and abuse detection and compliance programs;

• Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and

• Business management and general administrative activities of the entity, including, but not limited to:
  i. Management activities relating to implementation of and compliance with HIPAA
  ii. Customer service, including the provision of data analyses for policyholders, Plan Sponsors, or other customers, provided that protected health information is not disclosed to such policyholder, Plan Sponsor, or customer.
  iii. Resolution of internal grievances;
  iv. The sale, transfer, merger, or consolidation of all or part of the Covered Entity with another Covered Entity, or an entity that following such activity will become a Covered Entity and due diligence related to such activity; and
  v. Consistent with the applicable requirements of creating de-identified health information or a limited data set, and fundraising for the benefit of the Covered Entity.

Health Care Provider
A provider of medical or health services and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business.

Health Information
Any information, whether oral or recorded in any form or medium, that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual or the past, present, or future payment for the provision of health care to an individual.

Health Insurance Issuer
An insurance company, insurance service, or insurance organization (including an HMO) licensed to engage in the business of insurance in a State and subject to State laws that regulate insurance. Such term does not include a group health plan.

Health Maintenance Organization (HMO)
A federally qualified HMO, an organization recognized as an HMO under State law, or a similar organization regulated for solvency under State law in the same manner and to the same extent as such an HMO.
Health Plan
An individual plan or group health plan that provides, or pays the cost of, medical care.

A Health Plan includes the following, singly or in combination:

1. A group health plan.
2. A health insurance issuer
3. An HMO.
4. Part A or Part B of the Medicare program
5. The Medicaid program
6. An issuer of a Medicare supplemental policy
7. An issuer of a long-term care policy, excluding a nursing home fixed-indemnity policy.
8. An employee welfare benefit plan or any other arrangement that is established or maintained for the purpose of offering or providing health benefits to the employees of two or more employers.
9. The health care program for active military personnel
10. The veterans health care program
11. The Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)
12. The Indian Health Service program under the Indian Health Care Improvement Act
13. The Federal Employees Health Benefits Program
14. An approved State child health plan, providing benefits for child health assistance
15. The Medicare + Choice program under Part C
16. A high-risk pool that is a mechanism established under State law to provide health insurance coverage or comparable coverage to eligible individuals.
17. Any other individual or group plan, or combination of individual or group plans, that provides or pays for the cost of medical care

A Health Plan excludes:

1. Any policy, plan, or program to the extent that it provides, or pays for the cost of, excepted benefits; and
2. A government-funded program (other than one listed in the above paragraph of this definition) whose principal purpose is other than providing, or paying the cost of, health care; or whose principal activity is:
   a. The direct provision of health care to persons; or
   b. The making of grants to fund the direct provision of health care to persons.

Health Oversight Agency
An agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is authorized by law to oversee the health care system (whether public or private) or government programs in which health information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which health information is relevant.

Individual
The person who is the subject of PHI.

Individually Identifiable Health Information
Information that is a subset of health information, including demographic information collected from an individual, and:
(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(a) That identifies the individual; or

(b) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Individual Identifiers**
Includes the following: name; address, including street address, city, county, zip code, and equivalent geocodes; names of relatives; name of employers; birth date; telephone numbers; fax numbers; electronic mail addresses; social security number; medical record number; health plan beneficiary number; account number; certificate/license number; any vehicle or other device serial number; web universal resource locator (URL); internet protocol (IP) address number; finger or voice prints; photographic images; and any other unique identifying number, characteristic, or code that the Covered Entity has reason to believe may be available to an anticipated recipient of the information.

**Law Enforcement Official**
An officer or employee of any agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, who is empowered by law to:

(1) Investigate or conduct an official inquiry into a potential violation of law; or

(2) Prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

**Limited Data Set:**
Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

1. Names;
2. Postal address information, other than town or city, State, and zip code;
3. Telephone numbers;
4. Fax numbers;
5. Electronic mail addresses;
6. Social security numbers;
7. Medical record numbers;
8. Health plan beneficiary numbers;
9. Account numbers;
10. Certificate/license numbers;
11. Vehicle identifiers and serial numbers, including license plate numbers;
12. Device identifiers and serial numbers;
13. Web Universal Resource Locators (URLs);
14. Internet Protocol (IP) address numbers;
15. Biometric identifiers, including finger and voice prints; and
16. Full face photographic images and any comparable images.

**Marketing**
(1) To make a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless the communication is made:
(a) To describe a health-related product or service (or payment for such product or service) that is provided by, or included in a plan of benefits of, the Covered Entity making the communication, including communications about: the entities participating in a health care provider network or health plan network; replacement of, or enhancements to, a health plan; and health-related products or services available only to a health plan enrollee that add value to, but are not part of, a plan of benefits; or
(b) For case management or care coordination for the individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual.

Minimum Necessary
The minimum amount of health information necessary to accomplish the intended purpose of the use or disclosure is used or disclosed except in the following situations:

(1) Disclosures or requests by a health care provider for treatment
(2) When an individual requests the health plan, health care provider, or other Covered Entity to use or disclose his/her information under the authorization procedure
(3) When the individual requests access to his/her own PHI in Designated Record Sets
(4) When the HHS Secretary requests access to the information to ensure compliance or investigate a complaint
(5) When required by law or permitted (the instances set forth above in the section on permissible disclosures)
(6) When the information is made by a health care provider to the health plan pursuant to a request for compliance audit and related purposes.

Modify or Modification
A change adopted by the Secretary, through regulation, to a standard or an implementation specification.

More Stringent
In the context of a comparison of a provision of State law and a standard, requirement, or implementation specification, a State law that meets one or more of the following criteria:

(1) With respect to a use or disclosure, the law prohibits or restricts a use or disclosure in circumstances under which such use or disclosure otherwise would be permitted, except if the disclosure is:
   (a) Required by the Secretary in connection with determining whether a Covered Entity is in compliance with this subchapter; or
   (b) To the individual who is the subject of the individually identifiable health information.
(2) With respect to the rights of an individual who is the subject of the individually identifiable health information regarding access to or amendment of individually identifiable health information, the law permits greater rights of access or amendment.
(3) With respect to information to be provided to an individual who is the subject of the individually identifiable health information about a use, a disclosure, rights, and remedies,
the law provides the greater amount of information.

(4) With respect to the form, substance, or the need for express legal permission from an individual who is the subject of the individually identifiable health information, for use or disclosure of individually identifiable health information, the law provides requirements that narrow the scope or duration, increase the privacy protections afforded (such as by expanding the criteria for), or reduce the coercive effect of the circumstances surrounding the express legal permission.

(5) With respect to recordkeeping or requirements relating to accounting of disclosures, the law provides for the retention or reporting of more detailed information or for a longer duration.

(6) With respect to any other matter, the law provides greater privacy protection for the individual who is the subject of the individually identifiable health information.

Non-Routine Permissible Uses and Disclosures
Information disclosed for purposes other than treatment, payment and health care operations. The following are included in the definition of permissible disclosure of protected health information: public health activities; mandatory abuse reporting; oversight activities; judicial or administrative activities; law enforcement officials reporting; medical examiners reporting; organ donations; research activities; avert a serious threat activities; treatment of special government related classes; workers compensation reporting; Secretary of the Department of Health and Human Services requests and as otherwise required by law.

Organized Health Care Arrangement
(1) A clinically integrated care setting in which individuals typically receive health care from more than one health care provider;
(2) An organized system of health care in which more than one Covered Entity participates, and in which the participating Covered Entities:
   ■ Hold themselves out to the public as participating in a joint arrangement; and
   ■ Participate in joint activities that include at least one of the following:
     (A) Utilization review, in which health care decisions by participating covered entities are reviewed by other participating covered entities or by a third party on their behalf;
     (B) Quality assessment and improvement activities, in which treatment provided by participating covered entities is assessed by other participating covered entities or by a third party on their behalf; or
     (C) Payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating covered entities through the joint arrangement and if protected health information created or received by a Covered Entity is reviewed by other participating covered entities or by a third party on their behalf for the purpose of administering the sharing of financial risk.
(3) A group health plan and a health insurance issuer or HMO with respect to such group health plan, but only with respect to protected health information created or received by such health insurance issuer or HMO that relates to individuals who are or who have been individuals or beneficiaries in such group health plan;
(4) A group health plan and one or more other group health plans each of which are maintained by the same Plan Sponsor; or
(5) The group health plans and health insurance issuers or HMOs with respect to such group health plans, but only with respect to protected health information created or received by such health insurance issuers or HMOs that relates to individuals who are or have been individuals or beneficiaries in any of such group health plans.

Payment
Activities undertaken by a health plan (or by a Business Associate on behalf of a health plan) to determine its responsibilities for coverage under the health plan policy or contract including the actual payment under the policy or contract, or by a health care provider (or by a Business Associate on behalf of a provider) to obtain reimbursement for the provision of health care.

Payment activities include, but are not limited to:

- Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims;
- Risk adjusting amounts due based on enrollee health status and demographic characteristics;
- Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing;
- Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
- Utilization review activities, including precertification and preauthorization of services, concurrent and retrospective review of services; and
- Disclosure to consumer reporting agencies of any of the following protected health information relating to collection of premiums or reimbursement:
  (A) Name and address;
  (B) Date of birth;
  (C) Social security number;
  (D) Payment history;
  (E) Account number; and
  (F) Name and address of the health care provider and/or health plan.

Plan Administration Functions
The administration functions performed by the Plan Sponsor of a group health plan on behalf of the group health plan and excluding functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor.

Plan Administrator
The Plan Administrator has the authority to interpret the PEBC Health Plan provisions and exercise discretion where necessary. For the PEBC Health Plans, the Plan Administrator is:
Public Employee Benefits Cooperative of North Texas ("PEBC")
616 Six Flags Drive, Suite 200
Arlington, TX 76011
(817) 695-9141

Plan Sponsor
The Plan Sponsor is the Employer.

Privacy Officer
A privacy officer is the person responsible for the development and implementation of the plan's privacy policies and procedures.

Protected Health Information (PHI)
Individually identifiable health information that is transmitted by electronic media, maintained in
any medium, or transmitted or maintained in any other form or medium, by a Covered Entity.

PHI excludes individually identifiable health information in education records defined and covered by the Family Educational Right and Privacy Act for students in primary and secondary education and employment records held by a Covered Entity in its role as employer.

Public Health Authority
An agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

Record
Any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.

Required by Law
A mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law.

This includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

Routine
PHI disclosed for the purpose of treatment, payment and health care operations.

Sanctions
Sanctions against members of its work force who fail to comply with the PEBC Health Plans' policies and procedures on PHI or with the privacy requirements in connection with PHI held by the Health Plans or its business partners.

Secretary
The Secretary of the Department of Health and Human Services ("HHS") or any other officer or employee of HHS to whom authority has been delegated.

Small Health Plan
A health plan with annual receipts of $5 million or less.

Standard
A prescribed set of rules, conditions, or requirements concerning classification of components, specification of materials, performance or operations, or delineation of procedures in describing products, systems, services, or practices, with respect to the privacy of individually identifiable health information.
State
The 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, and Guam.

State law
A constitution, statute, regulation, rule, common law, or other state action having the force and effect of law.

Summary Health Information
Information that may be individually identifiable health information, and:
(1) That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a Plan Sponsor has provided health benefits under a group health plan; and
(2) From which the information has been de-identified (see De-identification), except that the geographic information need only be aggregated to the level of a five digit zip code.

Training
Training persons in the work force who are likely to obtain access to PHI on the Health Plans' policies and procedures, required under the privacy regulation, that are relevant to their activities.

Treatment
The provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.

Use
The sharing, employment, application, utilization, examination or analysis of individually identifiable health information within an entity that holds the information.

Work Force
The employees, volunteers, trainees and other persons under the direct control of a Covered Entity, including persons providing labor on an unpaid basis.
NOTICE OF PRIVACY PRACTICES
PEBC Group Health Plans

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date of Notice: This Notice of Privacy Practices becomes effective on April 14, 2003.

The "Plan" as described below refers to all PEBC group health plans, including the EPO Medical Plan, PPO Medical Plan, PEBC Dental Plan, and Health Care Spending Accounts if offered by your Employer. "You" or "yours" refers to individual participants in the Plan. If you are covered by a PEBC medical or dental HMO plan, you will receive a separate notice from that HMO.

Throughout this document are references to the "Plan" and its administration. With regard to health plans offered on a fully insured basis (e.g., medical and dental HMOs), information received from the "Plan" will generally be coming from the insurer on behalf of the Plan. For self-funded plans, "Plan" administration includes your Employer's own internal administration of the Plan, as well as PEBC and other administration activities.

Use and Disclosure of Protected Health Information

The Plan is required by federal law to protect the privacy of your individual health information (referred to in this notice as "Protected Health Information"). The Plan is also required to provide you with this notice regarding policies and procedures regarding your Protected Health Information, and to abide by the terms of this notice, as it may be updated from time to time.

Under applicable law, the Plan is permitted to make certain types of uses and disclosures of your Protected Health Information, without your authorization, for treatment, payment and health care operations purposes.

For treatment purposes, routine use and disclosure may include providing, coordinating or managing health care and related services by one or more of your providers, such as when your primary care physician consults with a specialist regarding your condition.

For payment purposes, use and disclosure of your information may take place to determine responsibility for coverage and benefits, such as when the Plan checks with other health plans to resolve a coordination of benefits issue. The Plan also may use your Protected Health Information for other payment-related purposes, such as to assist in making plan eligibility and coverage determinations, or for utilization review activities. Payment purposes may also include, but is not limited to, billing, claims management, subrogation, reviews for medical necessity, utilization review and pre-autorizations.

For health care operations purposes, use and disclosure may take place in a number of ways involving plan administration, including for quality assessment and improvement, vendor review, and underwriting activities. Your information could be used, for example, to assist in the evaluation of one or more vendors who support the Plan, or our vendors may contact you to provide reminders or information about treatment alternatives or other health-related benefits and services available under the Plan. Health care operations may also include, but are not limited to, disease management, case management, legal reviews, handling appeals and grievances, plan or claims audits, fraud and abuse compliance programs, and other general administrative activities.

The Plans covered by this notice may share PHI with each other as necessary to carry out treatment, payment, or health care operations. For example, your requests for claim payment may automatically be sent from the PEBC EPO or PPO Medical Plan to the Health Care Spending Account Plan, in order to simplify and accelerate claims payment.

The Plan may disclose your Protected Health Information to the Employer that sponsors this Plan and to the PEBC in connection with these activities. If you are covered under an insured health plan, such as a medical or dental HMO, the insurer also may disclose Protected Health Information to the Employer that sponsors the Plan and to the PEBC in connection with payment, treatment or health care operations.

PEBC Notice of Privacy Practices
In addition, the Plan may use or disclose your Protected Health Information without your authorization under conditions specified in federal regulations, including:

- As required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law,
- For public health activities,
- To an appropriate government authority regarding victims of abuse, neglect or domestic violence,
- To a health oversight agency for oversight activities authorized by law,
- In connection with judicial and administrative proceedings,
- To a law enforcement official for law enforcement purposes,
- To a coroner or medical examiner,
- To cadaveric organ, eye or tissue donation programs,
- For research purposes, as long as certain privacy-related standards are satisfied,
- To avert a serious threat to health or safety,
- For specialized government functions (e.g., military and veterans activities, national security and intelligence, federal protective services, medical suitability determinations, correctional institutions and other law enforcement custodial situations), and
- For workers compensation or other similar programs established by law that provide benefits for work-related injuries or illness without regard to fault.

The Plan may disclose to one of your family members, to a relative, to a close personal friend or to any other person identified by you, Protected Health Information that is directly relevant to the person's involvement with your care or payment related to your care. In addition, the Plan may use or disclose the Protected Health Information to notify a member of your family, your personal representative, another person responsible for your care, or certain disaster relief agencies of your location, general condition or death. If you are incapacitated, there is an emergency, or you otherwise do not have the opportunity to agree to or object to this use or disclosure, those involved in Plan administration will do what in our judgment is in your best interest regarding such disclosure and will disclose only the information that is directly relevant to the person's involvement with your health care.

Other uses and disclosures will be made only with your written authorization, and you may revoke your authorization in writing at any time.

You may ask the Plan to restrict uses and disclosures of your Protected Health Information to carry out treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree to your request. You may exercise this right by contacting the individual or office identified at the end of this notice. They will provide you with additional information.

You have the right to request the following with respect to your Protected Health Information: (i) inspection and copying; (ii) amendment or correction; (iii) an accounting of certain disclosures of this information by us (you are not entitled to an accounting of disclosures made for payment, treatment or health care operations, or disclosures made pursuant to your written authorization); and (iv) the right to receive a paper copy of this notice upon request, even if you agreed to receive the notice electronically.

You have the right to request in writing that you receive your Protected Health Information by alternative means or at an alternative location if you reasonably believe that disclosure could pose a danger to you.

The Plan reserves the right to change the terms of this notice and to make the new notice provisions effective for all Protected Health Information maintained. If this notice is changed, you will receive a new notice by mail or by a notice posted on the PEBC website, at www.pebcinfo.com.

If you believe that your privacy rights have been violated, you may complain in writing at the location described below under “Contacting the Plan Administrator” or to the Secretary of the Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. You will not be retaliated against for filing a complaint.
Contacting the Plan Administrator
You may exercise the rights described in this notice by contacting the office identified below. They will provide you with additional information. The contact is:

PEBC
PO Box 5888
Arlington, TX 76005-5888
817/508-2390
PEBC Privacy Policy

This Privacy Policy becomes effective on April 14, 2003. It applies to all PEBC health plans, including fully insured and self-funded plans.

Throughout this document are references to the "Plan" and its administration. With regard to health plans offered on a fully insured basis (e.g., medical and dental HMOs), information received from the "Plan" will generally be coming from the insurer on behalf of the Plan. For self-funded plans, "Plan" administration includes Dallas County's own internal administration of the Plan, as well as PEBC and other administration activities.

Permitted Use and Disclosure of Protected Health Information

Dallas County may only use and disclose protected health information it receives from the PEBC and from this Plan as permitted and/or required by, and consistent with, the HIPAA Privacy regulations (found at 45 CFR Part 164, Subpart A). This includes, but is not limited to, the right to use and disclose a participant's protected health information in connection with payment, treatment and health care operations.

The Plan and the PEBC will disclose protected health information to Dallas County only upon receipt of a certification by Dallas County that the plan documents have been amended and adopted to incorporate all the required provisions as described below.

Dallas County agrees to:

- Not use or further disclose protected health information other than as permitted or required by the plan documents for this Plan or as required by law;
- Ensure that any agents agree to the same restrictions and conditions that apply to Dallas County with respect to such information. For example, a subcontractor to whom Dallas County gives protected health information received from the Plan must agree to the same restrictions and conditions that apply to Dallas County with respect to protecting such information;
- Not use or disclose the information for employment-related actions and decisions;
- Not use or disclose the information in connection with any other benefit or employee benefit plan of Dallas County unless authorized by the individual;
- Report to the PEBC, on behalf of the Plan, any use or disclosure of protected health information which Dallas County becomes aware of that is inconsistent with the permitted uses or disclosures;
- Make protected health information available to an individual in accordance with HIPAA's access requirements, through processes coordinated by the PEBC;
Appendix C

- Make protected health information available for amendment through processes set up by the PEBC and incorporate any amendments to protected health information consistent with the HIPAA rules;

- Make available the information required to provide an accounting of disclosures in accordance with the HIPAA rules, following processes established by the PEBC;

- Make its internal practices, books and records relating to the use and disclosure of protected health information received from the Plan available to the Secretary of Health and Human Services and to the PEBC for purposes of determining the Plan's compliance with HIPAA;

- Not retain copies of protected health information when no longer needed for the purpose for which disclosure was made. If feasible, Dallas County will return to the Plan or destroy all protected health information received from the Plan that Dallas County still maintains in any form. An exception may apply if returning or destroying information is not feasible, but Dallas County must limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

Separation of Dallas County and the Group Health Plan

In accordance with HIPAA, only the following classes of employees or other persons may be given access to protected health information:

- PEBC Executive Director and Executive Director's authorized staff
- Dallas County's authorized staff for management and administration of employee benefits, which may include Human Resources or Personnel Department individuals
- Financial, operations and eligibility personnel responsible for managing the accuracy of eligibility and payments required under the plan
- Members of the committee and governing body that reviews and makes decisions on claim denials, appeals and grievances
- Information Technology personnel, including network administrators, who maintain human resource and benefits systems, e-mail systems, voicemail systems, or other information transmission systems used to transmit, store or manage protected health information.

The persons described above may only have access to and use and disclose protected health information for plan administration functions that Dallas County performs for the Plan, or which the PEBC performs on behalf of Dallas County.

Dallas County shall provide an effective mechanism for resolving any issues of noncompliance by such employees or persons. Dallas County will comply with PEBC policies and procedures to safeguard protected health information, including reporting issues of noncompliance to the PEBC Executive Director. If the persons described above do not comply with this plan document, Dallas County shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.
MEMORANDUM

TO: Commissioners Court
FROM: Cynthia Calhoun
    County Clerk
RE: Additional Assistance for Recording Division
DATE: May 28, 2003

Due to the inefficient system presently in place in the Recording Division, at no cost to the County, ACS has offered to provide a minimum of 5 employees to assist with the backlog. Timeframe is a maximum of 2 weeks.

The Recording Division is presently behind approximately 7 business days in opening mail, processing through the cashiering system, coding and indexing. The number of real estate documents presently being processed are voluminous causing certification dates not being true to form. Since ACS employees are already skilled in these tasks the goal is to bring this department completely up-to-date. This department is also suffering from a loss of 4 employees.

When a new contract is in place over the handling of our real estate records, the new technology and business process will be able to keep up with the volume of real estate documents this Department is presently generating. In the meantime, it takes more manpower to process these documents than this department currently has.

cc: Ryan Brown, Budget Director
June 3, 2003

MISCELLANEOUS

1) COUNTY CRIMINAL COURT NO. 10 (Judge Fox) - requests approval for reduced for parking rates at the jurors rate of $3 per day at the George L. Allen, Sr., Courts Building Underground Parking Garage for Cynthia Lui a law clerk that will be working pro bono as an intern for the summer beginning June 16, 2003.

TRAVEL REQUESTS

2) COUNTY CLERK - requests approval for reimbursement in the amount of $512.85 from the County Clerk’s General Fund, County Clerk Office, Records Management & Preservation Fund, Account, FY to cover the hotel ($104.85), meals ($210) and gas milage ($198) expenses for Constance Bailey, Carolyn Maxwell, and Beth Miller travel to Harris County on April 28 - 29, 2003 to review and study Harris County’s records management system.

3) INSTITUTE OF FORENSIC SCIENCES - requests approval for Kristi Swarengin, Alvin Finkely and Terry Robinson to attend the Annual Review Meeting in Austin, Texas on August 11 - 12, 2003 and the use of County vehicles RE008 & RE009: $340 is available in General Fund, Forensic, Breath Alcohol, Business Travel Account, FY Budget 2003 (00120.3313.04010.2003).

4) DISTRICT ATTORNEY - requests approval for:

   a) Tania Loenneker, Heath Hyde and Andrea Perez to train and provide family violence training for Law Enforcement in San Angelo, Texas on June 5 -6, 2003 at no cost to Dallas County.

   b) Carla Bean and Steve Storie to train and provide family violence training for Law Enforcement in San Angelo, Texas on June 19 - 20, 2003 at no cost to Dallas County.
5) **SHERIFF’S DEPARTMENT** - requests approval for:

a) Assistant Chief Deputy David Mitchell to attend the TCLEOSE Advisory Council and TCLEOSE Quarterly Meetings in Harker Heights, Texas on June 12, 2003 with the use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

b) Capt. James Ledford:

   i) to attend the TCLEOSE 2nd Quarterly Meeting in Harker Heights, Texas on June 11 - 13, 2003 with the use of a County vehicle with gas credit cards and **no other expense to Dallas County**; and

   ii) to attend the TCLEOSE’s training Coordinators Conference in Corpus Christi, Texas on September 10 - 13, 2002 with the use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

c) Capt. Lee DeVaney to attend the 8th Annual Leadership Command College Association Training Conference in Galveston, Texas on June 18 - 20, 2003 with the use of a Task Force vehicle and Task Force gas credit cards and **no other expense to Dallas County**.

**EXCEPTION TO TRAVEL REQUESTS**

UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

**MISCELLANEOUS EQUIPMENT**

<table>
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<tr>
<th></th>
<th>DEPARTMENT:</th>
<th>ITEM:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Sheriff’s Office, Fleet</td>
<td>1 - Diesel Generator</td>
<td>$4,750</td>
<td>Revenue from DNA testing Kits Reimbursement</td>
<td>00120.1336.02090.2003(General Fund, Fleet, Property less than $5,000, FY2003)</td>
<td>The Sheriff’s Office, Fleet Division requests authorization to pay for one (1) Diesel Generator used to provide air conditioning on the inmate transfer bus. The bus is used to transport inmates from various jails around the state of Texas. Recommended by Office of Budget and Evaluation.</td>
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(2) DEPARTMENT: 4031  
ITEM:  
ESTIMATED COST:  
FUNDING SOURCE:  
EXPENDITURE SOURCE:  
PROPOSED ACTION:  

County Clerk’s Office - Recording Division  
1 - Xerox Memory Writer Typewriter  
1 - Typing Cart  
N/A (surplus equipment)  
N/A  
The County Clerk’s Office is requesting authorization to obtain a Xerox Memory Writer Typewriter and Typing Cart from surplus for usage by the Recording Division staff. Both items are currently assigned to and located at Road and Bridge District #4’s office location. The items will be directly transferred from Road and Bridge District #4 to the County Clerk’s Office. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 4620  
ITEMS:  
ESTIMATED COST:  
FUNDING SOURCE:  
EXPENDITURE SOURCE:  
PROPOSED ACTION:  

County Criminal Court Manager  
Standard PC, Printer, software  
$3,800  
Senate Bill 7 Discretionary Grant Fund  
Senate Bill 7 Discretionary Grant Fund  
The County Criminal Court Manager requests authorization to purchase one computer, printer, software, and network drop for the grant funded Indigent Defense Coordinator. Grant funds have been allocated for the purchase of this equipment. There is no cost to Dallas County. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: 4455  
ITEMS:  
ESTIMATED COST:  
FUNDING SOURCE:  
EXPENDITURE SOURCE:  
PROPOSED ACTION:  

363rd Criminal District Court  
2 - Standard PC’s  
1 - Printer  
1 - Scanner  
$2,100  
DDA  
00120.4455.02230.2003(General Fund, 363rd Criminal District Court, Departmental Discretionary Account, FY2003)  
Judge Faith Johnson, 363rd Criminal District Court, requests authorization to use her DDA funds to purchase two standard desktop PC’s, one printer, and one scanner. This equipment will be used by court staff to improve the method of producing court documents. Recommended by the Office of Budget and Evaluation.
DEPARTMENTS: 4501  Court at Law 1

ITEMS:
1 - HP LaserJet 3330 mfp
1 - IBM 4330
1 - Desktop Computer
1 - Administration Chair
1 - Corner Workstation
2 - Laptop Computers

ESTIMATED COST: $11,095
FUNDING SOURCE: DDA
EXPENDITURE SOURCES: 00120.4501.02230.2003 (General Fund, Court at Law 1, Departmental Discretionary Account, FY2003)

PROPOSED ACTION:
Judge Roden of County Court at Law 1 is requesting approval to expend DDA funds for the items listed above. One of the laptop computers has already been delivered and is awaiting payment. The two laptops are for his bench and office. The remaining equipment is to be used by the Court Coordinator. Recommended by the Office of Budget and Evaluation.

TELEPHONES REQUESTS

Facilities - requests:
D-0305012 to install a data-line cable to relocate P.C. to new area. Installation: $117.50; no monthly service increase. Recommended.

D-0305014 to install a data-line cable in the engine room located at the Henry Wade Basement for a network printer. Installation: $66.00; no monthly service increase. Recommended.

Tax Office D-0305013 requests to install a data-line cable to replace damaged cable for the Kronos clock. Installation: $58.75; no monthly service increase. Recommended.

J.P. Court Precinct 5-1 M-0305042 & D-0305017 requests to relocate four phone lines and four data-lines on the 1st floor due to changes in the department. Installation: $370.75; no monthly service increase. Recommended.
County Clerk requests:
D-0305018 to install three data-line cables to provide access to network. Installation: $176.25; no monthly service increase. Recommended.

M-0305048 to install a single-line cable to relocate a fax machine for the department. Installation: $41.50; no monthly service increase. Recommended.

Public Defender requests:
D-0305021 to install a data-line cable in room A129 on the 1st floor for a network printer. Installation: $58.75; no monthly service increase. Recommended.

D-0305022 to install a data-line cable in room A196 on the 1st floor to provide access to network. Installation: $58.75; no monthly service increase. Recommended.

County Clerk Probate M-0305050 & D-0305020 requests to relocate a phone line and a data-line to a new location. Installation: $100.25; no monthly service increase. Recommended.

Health & Human Services D-0305019 requests to install a data-line cable at the Clinic located at 440 S. Nursery, Irving TX to provide access to ICES. Installation: $58.75; no monthly service increase. Recommended.

Truancy Court M-0305052 requests to install two new multi-line phones to better handle incoming calls for the department. Installation: $83.00; no monthly service increase. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.