## DALLAS COUNTY COMMISSIONERS COURT
## BRIEFING AGENDA

**June 17, 2003**

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a) Minister's Letter of Appreciation

b) Letter to The Honorable Dallas County Judges

**DATE(s) TO REMEMBER**

******
Date:       June 12, 2003
To:         Dallas County Commissioners Court
From:       Michael K. Griffiths, Director
Re:         Sex Offender Management Discretionary Grant

Background of Issue

Grant funding is available from the United States Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), to assist local governments in developing and establishing comprehensive treatment and supervision programs for juvenile offenders charged with sex related offenses. Traditionally the systems charged with handling sex offenders handle their respective responsibilities independently without close communication and cooperation from all stakeholders. The purpose of the grant is to have jurisdictions conduct systemic review of policies and procedures pertaining to the management of sex offenders so that victims can be better served and the communities have optimum safe guards established to prevent sexual offenders from offending again.

The purpose of this briefing is to request authorization to apply for grant funding to establish a comprehensive juvenile justice management team to evaluate current prosecutorial, defense, corrections and treatment practices and develop a work plan to enhance services to juvenile sex offenders to ensure victim protection and public safety.

All applications must be submitted electronically by June 23, 2003. As part of the application process, OJP requires that the County file a letter of authorization signed by the County Judge allowing someone other than the County Judge to sign and file the application electronically.

Impact on Operations and Maintenance

In 2002, 210 youth were referred to this department for felony and misdemeanor sex related offenses. These youth are currently handled through a variety of disposition options including residential placement or community supervision with intensive sex offender outpatient therapy.
Sex Offender Management Grant  Page 2.

The grant has designated tasks to be completed within a specified two year time frame. Those tasks include:

Month 1 - 6
- Developing a multi disciplinary collaborative team that comprises all of the policymakers whose agencies effect or are effected by the management of sex offenders in the jurisdiction.
- Establishing a structure-including staff support and an information collection and analysis capacity.
- Establishing operation norms for the collaborative team.
- Establishing close linkage with BJA.
- Data collection specific to developing an enhanced strategy of handling sex offenders.
- Developing the strategy to enhance services for juvenile sex offenders.
- Develop a work plan to implement strategies to enhance services to sex offenders and victims of those offenses.

Month 7-24
- Implementation of a work plan.
- Monitoring and evaluation of effectiveness of work plans, making modifications to plan when strategies are not effective.

Implementation of this project will require hiring a project coordinator and a part time data analyst.

The grant provides twenty-four months funding. This project is a developmental program, continuation of its recommendations and work plan can be internalized without long term support from the County after grant funds have been exhausted.

Legal Information

The Letter of Authorization requires the signature of the County Judge and authorizes the Dallas County Juvenile Department to administer the grant. The letter designates Michael K. Griffiths, Director of the Juvenile Department, as the contact person for the application and as the person authorized to sign and file the application electronically. If our grant application is successful, we will request Commissioners Court and Juvenile Board approval to accept the funding prior to project implementation.

2600 Lone Star Drive, Box 5  Dallas, Texas 75212  (214) 698-2200
Financial Impact/Considerations

The grant provides up to $250,000 for a 24-month cycle. The Federal share of a grant-funded project may not exceed 75 percent of the total project costs. We are requesting funding up to $198,000 with a local match of $49,500. The local match will be met through currently budgeted funds for office space, support staff and clinical services. No additional County funds are required to meet the local match requirements.

Performance Measures Impact

Recipients of this grant are required to perform set tasks as described earlier in this briefing. Outcome measures for this project will be directly tied to those goals and objectives.

Project Schedule/Implementation

OJP plans on announcing the awards by August 2003. Awards will be processed and mailed by September 30, 2003. We anticipate a project start date of November 1, 2003.

Recommendation

It is recommended that the Dallas County Commissioners Court authorize the Juvenile Department to prepare and submit a formal grant application to the United States Department of Justice, Office of Justice Programs, for implementation of a juvenile sex offender management discretionary project for Dallas County. It is also recommended that the Commissioners Court authorize the Dallas County Judge to sign the Letter of Authorization designating the Dallas County Juvenile Department as the administering agency for the grant and Michael K. Griffiths, Director of the Juvenile Department, as the contact person authorized to sign and file the application electronically.

Recommended by: Michael K. Griffiths, Director
About the Sex Offender Management Discretionary Grant Program

OJP has a longstanding commitment to assist policymakers and practitioners in developing and enhancing effective approaches to managing sex offenders. This commitment has been expressed in numerous ways, including the sponsorship of a variety of research, training and technical assistance, and programmatic efforts. In addition, over the past 4 fiscal years, OJP has sponsored a grant program to support state, local, and tribal jurisdictions as they enhance their sex offender management practices. In fiscal year (FY) 1999, OJP awarded 28 jurisdictions a total of $3.2 million in grant funding under the Sex Offender Management Discretionary Grant Program (authorized by 42 U.S.C. § 13941). In FY 2000, 12 jurisdictions received $1.3 million in funding. In FY 2001, an additional 21 jurisdictions received $2.96 million in funding through this grant program, and in FY 2002, $2.5 million in grant funds were awarded to an additional 11 jurisdictions. During FY 2002, BJA assumed administration of the Sex Offender Management Discretionary Grant Program.

Understanding the Problem

Managing sex offenders to protect the public and reduce victimization is of great concern and interest to the nation. As of February 2001, 386,000 registered sex offenders were in our communities, and approximately 18,000 sex offenders are released each year from state and federal prisons. Careful consideration of how to transition incarcerated offenders and effectively manage others sentenced directly to a period of community supervision is of critical importance to the safety of our communities.

In recent years, considerable attention has been paid to the community management of sex offenders. Jurisdictions across the country have worked diligently to ensure that specialized approaches have been established that promote accountability for these offenders, coupled with providing interventions that are designed to decrease the likelihood of recidivism. A continuum of services—from presentence investigation to institutional programming and postrelease community supervision and treatment that is tailored to the risk and needs of each offender—is vital to the safety of victims and the community.

The criminal justice system responds to public safety and offender needs less like a system and more as a series of minisystems. Jurisdictions with strong, institutionally based treatment regimens that are designed to confront and ameliorate the risk factors that have led to incarceration may release into the community an offender who lacks a network of essential aftercare services or specialized supervision. Likewise, a jurisdiction with a sex offender-specific strategy for community supervision—including specialized monitoring and accountability measures and sex offender-specific treatment services—may provide these management strategies without comparing them to those offered in correctional institutions or without taking full advantage of other essential components of community reintegration, such as employment, housing, family support, and other community-based affiliations.

The extraordinary harm these offenders perpetrate, compounded by the public’s fear and the media’s attention to these cases, demand deliberate crafting of a continuum of management strategies to address the circumstances of each phase of the sanctioning process. Management strategies must provide for specialized monitoring, sound accountability measures, treatment interventions that have been demonstrated to be effective in reducing recidivism with sex offenders, and the building of responsible partnerships among correctional institutions, the communities to which offenders will return, and the offenders themselves.

To be as effective as possible, this continuum of sex offender management strategies must integrate the knowledge developed to date from empirically based research on adult and juvenile sex offenders as well as relevant research conducted on the broader offender population. Where gaps in the research remain, policymakers and practitioners must rely on their experience and the practices of
others to implement a comprehensive array of sex offender management strategies.

A comprehensive approach to this issue addresses all of the phases of offender management, including the:

- Investigation, pretrial management, prosecution, and adjudication of these offenders.
- Thorough, ongoing assessments of an offender's level of risk and correctional needs.
- Design and delivery of effective sex offender-specific treatment services in institutions and the community.
- Reentry of offenders from institutions to communities.
- Community supervision of adult and juvenile sex offenders under correctional supervision.
- Use of registration and community notification where appropriate.

Furthermore, to be as effective as possible, emerging practice suggests that these phases of management are best developed and delivered in a jurisdiction-specific, multidisciplinary, collaborative context that values victim safety, public education, specialized knowledge, and program monitoring and evaluation to ensure the ongoing integrity of management and programming efforts.

**FY 2003 Sex Offender Management Discretionary Grant Program**

To facilitate the prevention of further victimization, BJA has identified several critical need areas in sex offender management. They include the following:

- The need to encourage jurisdictions to focus their attention on the full continuum of activities and services necessary to address this population, including the investigation, prosecution, adjudication, assessment, confinement, treatment, reentry, and community supervision of sex offenders.
- The need to assist jurisdictions as they critically assess their current sex offender management practices by providing the information, tools, and resources necessary for them to undertake a deliberate process to evaluate and develop strategies to improve their practices.
- The need to add continually to the knowledge base on the effectiveness of these approaches.

To assist jurisdictions in their efforts to prevent further victimization through more effective management of sex offenders, the Sex Offender Management Discretionary Grant Program is designed to:

- Support jurisdictions as they forge new relationships among the local agencies involved in this work.
- Encourage jurisdictions to focus on the effective management of adult and juvenile sex offenders by engaging key stakeholders in a process that will build the knowledge base of practices currently employed by the jurisdiction.
- Encourage jurisdictions to focus their attention on the full continuum of activities and services needed to address this population across the sanctioning continuum, including investigation, prosecution, adjudication, assessment, confinement, treatment, reentry, and community supervision.
- Support jurisdictions by providing information and tools they can use to inventory and assess their current practice of managing sex offenders and work to expand and improve their existing array of sex offender management strategies.
- Aid jurisdictions as they collect information to document and evaluate the effectiveness of these approaches and their outcomes.
Grant Program Goals

The goal of the FY 2003 grant program is to identify a select number of jurisdictions that are interested in reducing crimes committed by sex offenders by engaging in a collaborative process with BJA via the Center for Sex Offender Management (CSOM) to better manage this population through effective strategies. In so doing, it is expected that participating jurisdictions will:

• Undergo a deliberate, structured, cross-system analysis of their current sex offender management strategies and practices and determine their strengths and areas that need enhancement.

• Following this critical assessment, develop and implement a set of strategies to improve the management of sex offenders.

• Achieve some reductions in crimes committed by sex offenders.

Grant Process and Activities

This grant program will be administered in two phases.

Phase I of the grant program (months 1 to 6 of the 24-month program) will involve the following activities:

• Finalizing a multidisciplinary collaborative team that comprise all of the policymakers whose agencies affect or are affected by the management of sex offenders in the jurisdiction.

• Establishing a structure—including staff support and an information collection and analysis capacity—that will support the work of the collaborative policy team.

• Establishing a set of team operating norms—including a regular meeting schedule and an agreement to participate fully in an information-based assessment and analysis process that will examine critically all of the policies and practices currently in place that pertain to the management of sex offenders in the participating jurisdiction.

• Establishing a close working relationship with BJA.

• Collecting data and information that address issues specifically relating to the strategy.

• Developing a strategy that addresses specifically the jurisdiction's most significant needs with respect to improving sex offender management practices as evidenced through the assessment and analysis process. A narrative explaining and justifying this strategy, along with an accompanying budget, work plan, and timeline, will be submitted to BJA as the final Phase I product of the grant program.

Phase II of the grant program (months 7 to 24 of the 24-month program) will involve the following activities:

• Implementing the proposed strategy (following approval from BJA) under the direct oversight of the multidisciplinary collaborative policy team.

• Communicating regularly with BJA.

• Participating in and receiving technical assistance, as needed, to support the implementation phase.

• Designing and implementing a monitoring and evaluation plan that will document the strategies implemented and their outcomes, as well as developing a base for ongoing information collection and analysis beyond the grant period.

• Supporting BJA's efforts to refine tools and other resource materials for other jurisdictions that may engage in a similar process.
Requirements for All Applicants

All grantees must be willing to participate in an open, collaborative process throughout the grant period. This requires the full commitment of all policymakers who oversee agencies that affect or are affected by sex offender management. These individuals and the agencies and systems they represent must be willing to engage in a process of critically assessing the effectiveness of current sex offender management strategies and be willing to identify areas of improvement and implement strategies that are likely to result in more positive outcomes that will achieve the goals of community management and maximize victim safety and support. Thus, to develop and maintain a comprehensive approach to sex offender management, it is essential that a policy-level team be established to examine a jurisdiction’s current practices, consider how those practices can be improved, and provide oversight in the implementation of those improvements.

All grantees will be required to convene a multidisciplinary collaborative team for this project. All activities will be conducted within the context of that team. If no collaborative team that addresses sex offender management is currently in place, applicants will be required to list the names and agency affiliations of team members who will participate on such a team. Where such teams are already in place, applicants will be required to describe these teams in detail and the role of each member and discuss the addition of new members (if their inclusion is necessary) to meet the requirements noted below.

Collaborative teams typically include law enforcement, prosecution, defense, the judiciary, corrections, treatment, victim advocacy, and others who can contribute to monitoring, supervising, or providing services to these offenders, including polygraph examiners, school officials, community- and faith-based organizations, employers, mentors, family, and friends.

Applicants are required to submit a copy of the memorandum of understanding among agencies involved in the collaborative team as part of attachment 3 of the application. At a minimum, teams should comprise all of the disciplines involved in sex offender management across the sanctioning continuum, including the following:

- Community corrections.
- Institutional corrections.
- Release decisionmaking authority (i.e., parole board member).
- Law enforcement.
- Judiciary.
- Prosecution.
- Criminal defense bar.
- Sex offender-specific treatment providers (institutional and community based).
- Nongovernmental victim advocacy.

In addition to the required collaborators noted above, jurisdictions should include others on the collaborative team that can assist in the achievement of the program’s goals or that have a stake in its outcome. For example, jurisdictions are strongly encouraged to include:

- Noncriminal justice service providers who represent community-based and faith-based organizations.
- Polygraph examiners.
- School and social service representatives (particularly for those jurisdictions working with juvenile sex offenders).
- Members of the medical community and others who influence, enhance, or are affected by the jurisdictions’ sex offender management practices.
- Other individuals who can assist the team in developing or incorporating strategies for sexual abuse prevention.

Team members should be those with the authority and responsibility for developing policy and influencing practice within their organizations. Team members must be willing to create an environment for change, examine the jurisdiction’s current approach to sex offender management, consider how that approach can be improved, commit to following the recommendations of the team,
and provide oversight in carrying out those recommendations.

Each selected jurisdiction is expected to convene regular meetings of its collaborative team. Applicants who demonstrate the active participation and commitment of these individuals will receive preference in the review process. In addition, members of the collaborative team will attend offsite technical assistance and training events. To the extent possible, the team membership is expected to remain constant throughout the duration of the grant period.

Grantees also must create a work plan that addresses the two phases of this project.

**Phase I (months 1 to 6)**

The work plan shall address the process to:

- Establish and/or convene the multidisciplinary team.
- Identify who will attend the project workshop.
- Conduct the inventory and assessment of current practice.
- Develop and prioritize approaches to improve current practice.
- Create a strategic plan (work plan, Phase II).

Applicants are encouraged to go to the CSOM website to see an overview of tools that will be used to conduct their systemwide assessment of sex offender management practices.

**Phase II (months 7 to 24)**

The work plan shall address:

- The team’s implementation approaches to improve current practice.
- How the approaches to be implemented will accomplish its stated goals.
- The team’s plan for monitoring the implementation of these approaches.
- The process to be used to identify performance measures.
- How to identify what data to collect.
- The process to determine the methods to be used to collect data.
- The person or organization responsible for data collection.
- The process to be used to provide the team with results of the monitoring information for near-term review and possible midcourse correction.

All applicants are required to include work plans in their application. A sample work plan is attached in appendix B. Work plans must be agreed on by all members of the collaborative team and must detail those team members responsible for each task. Also, work plans should be referenced in the memorandum of understanding as a statement of work that participating agencies have agreed on.

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MEMORANDUM

Date: June 11, 2003

To: Commissioners Court

From: Kimberly Key Gilles / Administrative Attorney

RE: Federal Equitable Sharing Agreement

BACKGROUND:

The District Attorney's Office has participated in the Federal Equitable Sharing program for over ten years under Title 8 U.S.C., Title 17 U.S.C., Title 18 U.S.C., Title 21 U.S.C., and Title 22 U.S.C. Each local agency is required to sign a Federal Equitable Sharing Agreement.

RECOMMENDATION:

The agreement must be signed by the District Attorney and the County Judge. Request is made to authorize the County Judge to sign this document, which will be in effect until September 30, 2005.
Federal Equitable Sharing Agreement

Law Enforcement Agency: Dallas County Criminal District Attorney

Contact Person: Maria Lucero

Mailing Address: 133 N. Industrial Blvd. Lb19 Dallas, TX 75207-4399

Telephone Number: (214) 653-3785

Fax Number: (214) 653-2924

E-mail Address: mlucero@dallascounty.org

NCIC/ORI/Tracking No.: TX057015A

This Federal Equitable Sharing Agreement entered into among (1) the Federal Government, (2) the above-stated law enforcement agency, and (3) the governing body sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably-shared with participating law enforcement agencies. By their signatures, the parties agree to participate in the federal equitable sharing program.

1. Submission. The Federal Equitable Sharing Agreement and the Federal Annual Certification Report must be submitted to both the Department of Justice and the Department of the Treasury with a copy provided to the U.S. Attorney in the district in which the recipient law enforcement agency is located, in accordance with the instructions received from the respective departments or as outlined in their equitable sharing guidelines.

U.S. Department of Justice/ACA Program 10th and Constitution Avenues, NW
Criminal Division/AFMLS
Bond Building, Tenth Floor
Washington, D.C. 20530
Fax: (202) 616-1344

Executive Office for Asset Forfeiture
U.S. Department of the Treasury
740 15th Street, NW, Suite 700
Washington, D.C. 20220
E-mail address: treas.aca@teos.treas.gov
Fax: (202) 622-9610

2. Signatories. This agreement must be signed by the head (or authorized representative) of the law enforcement agency and the head (or authorized representative) of the governing body. Receipt of the signed agreement is a prerequisite to receiving any equitably-shared cash, property, or proceeds.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern equitable sharing, and as specified in the equitable sharing request (either a DAG-71 or a TD F 92-22.46) submitted by the requesting agency.

4. Transfers. Before the undersigned law enforcement agency transfers cash, property, or proceeds to other law enforcement agencies, it must verify first that the receiving agency has a current and valid Federal Equitable Sharing Agreement on file with both the Department of Justice and the Department of the Treasury. If there is no agreement on file, the undersigned law enforcement agency must obtain one from the receiving agency, and forward it to the Department of Justice and the Department of the Treasury as in item 1. A list of recipients, their addresses, and the amount transferred must be attached to the Federal Annual Certification Report.

1 Attach list of member agencies with their addresses and indicate lead agency.
Federal Equitable Sharing Agreement Instructions

(Please retain these instructions for your records.)

Law Enforcement Agency: Enter the complete name of your state or local law enforcement agency (e.g., Anytown Police Department). This must be consistent with the DAG-71. Check the appropriate box to indicate type of agency. Acronyms should be spelled out. If a task force, provide a list of member agencies, addresses, and lead agency, if designated.

New Participant: Check this box if your agency has never received any cash, proceeds, or property from the equitable sharing program.

Contact Person: Enter the name of the person who can provide additional information on the sharing agreement form.

E-mail Address: Enter the e-mail address of the contact person or the e-mail address of the agency.

Mailing Address: Enter your agency's complete mailing address (number, street, city/town, state, and zip code).

Telephone Number: Enter the phone number of the contact person, including area code and extension.

Fax Number: Enter your agency's fax number including area code.

Agency Fiscal Year Ends on: Enter the ending date (month/day) of your agency's fiscal year; e.g., 6/30.

NCIC/ORI/Tracking No.: Enter your valid FBI-issued National Crime Information Center (NCIC)/ORI code—e.g., CA000000—or tracking number assigned by AFMLS.

Civil Rights Provision: Police departments, sheriffs' departments, prosecutors' offices, and other law enforcement agencies that receive federal financial assistance from the Department of Justice (DOJ) are subject to the provisions of: (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; (2) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in training and educational programs; (3) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability; and (4) the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. Federal financial assistance includes funds, training and technical assistance, logistical support, and property transfers from DOJ including equitable sharing. Agencies receiving assistance are required to permit DOJ investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights laws. If the "yes" box is checked in 8a and/or 8b, provide the following information: the name of the case; a summary of the complaint; and the status of the case. For example: Jones v. Anytown Police Department; sex discrimination; settled. Please do not send a copy of the complaint.

Law Enforcement Agency Head or Authorized Representative: The head of your law enforcement agency (or the authorized representative) must sign and date the form. (Examples of law enforcement agency head or authorized representative include the following: police chief, district attorney, sheriff, undersheriff, deputy chief.) Name and title of the signatory must be printed or typed. By signing the agreement, the head of the law enforcement agency (or the authorized representative) certifies that the receiving state or local law enforcement agency is in compliance with the Justice and Treasury Guides, and agrees to be bound by the statutes and guidelines which regulate the equitable sharing program.

Governing Body Head or Representative: The head of your governing body (or the authorized representative) must sign and date the form. (Examples of governing body head or authorized representative include the following: city manager, county executive, mayor, county judge.) Name and title of the signatory must be printed or typed. By signing the agreement, the head of the governing body (or the authorized representative) certifies that the receiving state or local law enforcement agency is in compliance with the Justice and Treasury Guides, and agrees to be bound by the statutes and guidelines which regulate the equitable sharing program. For purposes of this form, a governing body is an institution or organization that has appropriations authority—that is, the agency that gives your agency its budget—over the state or local law enforcement agency. A law enforcement officer should not sign for the governing body unless he/she has appropriations authority.

March 2002
5. **Internal Controls.** The parties agree to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeiture and other sources must not be commingled with federal equitable sharing funds. The recipient agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and the Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The parties agree that such accounting will be subject to the standard accounting requirements and practices employed for other such public monies as supplemented by requirements set forth in the current edition of the Department of Justice’s *A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies (Justice Guide)*, and the Department of the Treasury’s Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide). The accounting of shared funds must be submitted in the format shown on the Annual Certification Report contained in both the Justice and Treasury Guides.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds or property.

6. **Federal Annual Certification Report.** The recipient agency shall submit an Annual Certification Report to the Department of Justice and the Department of the Treasury (at the addresses shown in item 1) and a copy to the U.S. Attorney in the district in which the recipient agency is located. The certification must be submitted in accordance with the instructions received from the respective departments or as outlined in the *Justice or Treasury Guides*. Receipt of the certification report is a prerequisite to receiving any equitable-shared cash, property, or proceeds.

7. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits.

8a. **During the past 3 years, has your agency been found in violation of, or entered into a settlement agreement pursuant to, any nondiscrimination law in federal or state court, or before an administrative agency?**

   ○ Yes  ☒ No  
   
   *(If you answered yes, attach relevant information. See instructions.)*

8b. **Are there pending in a federal or state court, or before any federal or state administrative agency, proceedings against your agency alleging discrimination?**

   ○ Yes  ☒ No  
   
   *(If you answered yes, attach relevant information. See instructions.)*

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

Under penalty of perjury, the undersigned officials certify that the recipient state or local law enforcement agency is in compliance with the provisions of the *Justice and/or Treasury Guides* and the National Code of Professional Conduct for Asset Forfeiture.

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**Bill Hill**  
Name (Print or Type)  
Law Enforcement Agency Head or Authorized Representative  

*(Signature)*  

**Dallas County Judge**  
Title (Print or Type)  

---

**Margaret Keliher**  
Name (Print or Type)  
Governing Body Head or Authorized Representative  

*(Signature)*  

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This form is subject to the Freedom of Information Act and may be released to requests under 5 U.S.C. § 552. March 2002.
TO: COMMISSIONERS COURT
FROM: BETTY CULBREATH, DIRECTOR
HEALTH AND HUMAN SERVICES
DATE: JUNE 17, 2003
SUBJECT: MOU BETWEEN HOME LOAN COUNSELING CENTER AND UCPA OF TEXAS/STATE HOME OF YOUR OWN (HOYO) ORGANIZATION

BACKGROUND
Dallas County Home Loan Counseling Center (HLCC) has been offered a new opportunity to further its goal of expanding home ownership in Dallas County by becoming the designated lead Home Of Your Own (HOYO) organization for the Dallas Area. The goal of the HOYO is to increase home ownership for people with disabilities. Texas HOYO's values are founded on choice, independence, and participation in the community for people with disabilities in their pursuit of the housing options they prefer. There are 23 HOYOs nationwide with four Texas HOYOs in Fort Worth, Houston, San Antonio, and El Paso. Each local HOYO is approved and sponsored by a state HOYO, in our case that is the United Cerebral Palsy of Texas (UCPA), in Austin. The HLCC has served as a partner for three years in the HOYO organization, offering home buyer education and counseling to first-time home buyer; with disabilities. In our role as the designated lead HOYO organization, we will continue to offer these services and will also coordinate other local housing and disability agencies, financial institutions, and FannieMae in promoting home ownership for people with disabilities in Dallas County.

Once the HLCC is designated as the Dallas HOYO, we will then be eligible to refer clients for utilization of the FannieMae HomeChoice special mortgage program designed for people with disabilities that is available through BankOne. HomeChoice mortgages offer flexibility in the areas of loan-to-value (LTVs), down payment monies, qualifying ratios, and credit scoring. As a designated HOYO, we will also have access to funds available through the state HOYO (UCPA) for Federal Home Loan Bank, Texas Department of Housing and Community Affairs, and BankOne funds for down payment assistance, home modification for architectural barriers, mortgage buy-downs, and post purchase emergency maintenance. We will work with this client population to get them mortgage ready by offering home buyer education classes, one-on-one counseling with budgeting and mortgage pre-qualification and referral to HomeChoice if they are ready. We will also provide follow-up and support after the clients become home owners if needed.

The road to owning a home can be a challenge for anyone, but it can be especially difficult for people with disabilities, who often have limited incomes and high disability expenses. This in turn limits the housing options available to them. Having access to these sources of funds and special mortgage programs can mean the difference in owning a home or not.

Assisting the community by providing additional resources and support services to persons with disabilities to encourage them in owning their homes would serve and further the public purpose as well as benefit the County.

FISCAL IMPACT
There is no financial impact to Dallas County.
OPERATIONAL IMPACT

There is no operational impact to Dallas County. The duties of being a HOYO provider will be incorporated into the existing mission of HLCC. We are requesting that the Commissioners Court waive the insurance requirements for this MOU because there is no monetary compensation and the result of the MOU would mean greater resources and support for the activities of DCHLCC.

LEGAL IMPACT

The County Judge is asked to sign the MOU after approval by Commissioners Court. The District Attorney's Office, Civil Section, has reviewed the MOU content and the MOU has been approved as to form.

RECOMMENDATION

It is recommended that the Commissioners Court does hereby approve the Memorandum of Understanding between Dallas County, on behalf of DCHLCC and the Texas HOYO Coalition, and authorize the County Judge to sign the MOU and all related documents on behalf of Dallas County.

Recommended by: [Signature]

cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
Rick Loessberg, Planning & Development
DATE: June 9, 2003
TO: COMMISSIONERS COURT
FROM: Betty J. Culbreath, Director
SUBJECT: PROFESSIONAL SERVICES CONTRACT

Background of Issue
Dallas County Health and Human Services (DCHHS) is the grantee for the Ryan White Title II (Title II) grant. According to the Ryan White CARE Act of 1990 [Pub. L. 101-381], grantees may receive technical assistance in order to assist them in complying with the requirements set forth in the grant. The services of Carol Maytum, professional consultant, have been requested by DCHHS and the Texas Department of Health (TDH), which is the grantor for Title II funds. The professional consultant shall provide industry knowledge consulting and assistance in the development of reference and implementation materials to guide and assist the Technical Assistance Center (TAC) and recipients of TDH HIV-related health and social service grants as they implement cost-based reimbursement systems. The professional consultant has no employees and so will not be required to have Worker's Compensation insurance. Professional consultant shall work in conjunction with designated DCHHS personnel in providing general technical assistance in developing educational materials and consulting via telephone calls and electronic mail.

Fiscal Impact
Title II grant funds in the amount of $4,000 will be subcontracted to Carol Maytum, professional consultant, for technical assistance. Contract approval is being recommended.

Operational Impact
DCHHS staff will coordinate the execution of the Contract with the professional consultant and will monitor proper expenditure of the funds in accordance with the responsibilities assigned by the Commissioners Court.

Legal Impact
The signature of the County Judge is required on the Contract with Carol Maytum.

Recommendation
It is recommended that the Commissioners Court approve the professional services contract with Carol Maytum, professional consultant, in the amount of $4,000, for the provision of technical assistance to DCHHS, TDH, and recipients of TDH HIV-related health and social service grants as they implement cost-based reimbursement systems, and authorize the County Judge to sign the Contract on behalf of Dallas County.

RECOMMENDED BY: Betty J. Culbreath, Director

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
PERSONAL SERVICES CONTRACT
FUNDED UNDER FY 2003-2004 RYAN WHITE TITLE II Grant

Between

DALLAS COUNTY
ON BEHALF OF THE HEALTH AND HUMAN SERVICES
("County")

and

CAROL MAYTUM
("Consultant")

1. PURPOSE

This Contract is entered into by County and the Consultant for delivery of services to Dallas County Health and Human Services ("DCHHS"), Grants Management Division, Unit Cost Technical Assistance Center ("TAC") for the implementation of the Texas Department of Health ("TDH") unit cost reimbursement system by Administrative Agencies, Service Providers and Planning Bodies pursuant to decisions of Grants Management, Unit Cost Technical Assistant Center and the Dallas County Commissioners Court. It is the express policy of County and a requirement of this Contract and state and federal regulations, that no funds paid under this Contract may be used for AIDS prevention, education, or risk reduction for the general public.

2. TERM

The term of this Contract is from April 1, 2003, through March 31, 2004, unless terminated earlier under any provision thereof.

3. ENTIRE CONTRACT

This Contract, including all Exhibits, and Addendum, constitutes the entire Contract between the parties hereto and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

4. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Contract only during, and in respect of their successive periods as County during the term of this Contract.

5. SEVERABILITY

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

6. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Consultant has a duty to mitigate damages.
7. RIGHTS AND REMEDIES CUMULATIVE

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

8. BINDING CONTRACT / PARTIES BOUND

Consultant warrants and certifies that she has full authority to execute this Contract.

9. HEADINGS

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

10. NUMBER AND GENDER

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

11. COUNTERPARTS

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

12. SCOPE OF WORK

Consultant will initiate the work after receipt of a fully executed Contract and will complete it within the Contract period. Consultant shall provide, remotely from company business office or during business travel for other clients, industry knowledge consulting and assistance in the development and improvement, as determined by the Unit Cost TAC, of reference and implementation materials to guide and assist the TAC and recipients of TDH HIV-related health and social service grants as they implement a unit cost reimbursement system. Consultant shall work in conjunction with designated schedule and on priorities determined by designated TAC personnel in providing services including but not limited to the following: drafts and final updates of jointly developed healthcare unit cost implementation tools and educational materials for self-study and implementation training; subject matter expert inputs on the proposed TDH Taxonomy (standard set of HIV service categories, sub-categories and units of service) for implementation in support of unit cost implementation by the TAC; consultation with TAC personnel on the review of unit cost allocation plans developed by service providers in conjunction with unit cost implementation; consultation with TAC personnel on development and implementation of tools and instructional material in support of new financial administrative procedures; collaboration and development of new and unique education/training scenarios and practical exercises for unit cost training; advice and assistance via telephone calls and electronic mail to the TAC.

13. AMENDMENTS

This Contract may be amended during the term of same, and any such amendments shall be in writing and duly executed by the parties hereto. No amendment to this agreement shall become effective and County or Consultant bound by such amendment until approved by formal order of the Dallas County Commissioners Court and executed by both parties.

14. TERMS AND CONDITIONS OF PAYMENT

County agrees to compensate Consultant for approved Project budget expenses incurred, subject to the following limitations:

A. The maximum total not-to-exceed amount to be paid under this Contract will be four thousand and no 00/100 ($4,000.00). Consultant will be paid based on the actual number of hours and part thereof (measured in tenths of an hour) expended times the hourly rate of $75.00 per hour. In no event shall the
amount charged within any day (24 hours) be greater than $600.00.

B. County will only be obligated to pay those funds as specified and expended in accordance with the Contract (as set forth in part A above).

C. County will make payment to Consultant upon receipt of a verified and proper billing in accordance with Texas Government Code, Chapter 2251.

D. Consultant agrees to submit complete, fully documented and accurate itemized billings, which will include dates of service and respective time (in hours) charged per date to deliver services.

E. Payment is explicitly contingent on receipt of funds pursuant to a Contract between County and the State of Texas.

F. The County Auditor will resolve any dispute between the parties regarding County’s payments to Consultant for services rendered under this Contract. In the event that the Consultant is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the County Commissioner Court, whose decision shall be final.

15. REPORTING AND ACCOUNTABILITY

A. REPORTING: Consultant agrees to submit all required documentation on a timely basis. Billings for services provided are due at Dallas County Health and Human Services no later than the last weekday of the month following the month in which services were provided. Penalties for delinquent reports may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.

B. ACCESS TO AND RETENTION OF RECORDS: Consultant agrees the federal agency (Health Resources and Services Administration), state agency (Texas Department of Health), the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, digital files, or other records of Consultant that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Consultant’s failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract may result in termination of this Contract and will be considered in any future allocations of grant funds administered by County. All client records are the property of the Consultant. County, however, retains the right to have access to the records or obtain copies for audit, litigation, or other circumstances that may arise. Any disclosure or transfer of records shall conform to the confidentiality provisions contained in this Contract.

These documents shall be maintained and retained by the Consultant for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the retention period expires, the Consultant shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.

C. INDEMNITY AND BONDING:

Consultant assures that it is an independent contractor and not an agent, servant, or employee of County. Consultant agrees that it will protect, defend, indemnify, and save whole harmless County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney’s fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Consultant or any agent, servant, employee or subcontractor of the Consultant in the execution or performance of this Contract. Consultant further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any losses, costs, damages,
judgments or expenses, including attorney's fees arising out of the breach of any of the requirements and provisions of this Contract or any failure of Consultant, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

Approval and acceptance of Consultant's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared by the Consultant, its employees, subcontractors, agents or consultants. In this regard, the Consultant shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

16. INSURANCE.

The Consultant, at Consultant's sole cost, shall purchase and maintain in full force and effect the following minimum insurance coverage during the term of this Contract and as otherwise herein provided. Such insurance shall be in the amount and in full compliance with the following terms and conditions:

A. Within ten (10) days after the Effective Date of this Contract, County requires and Consultant agrees that the following insurance coverage will be met and in effect for the life of the awarded contract, prior to any delivery of any service and/or performance of work. Consultant agrees to furnish and maintain in effect for the duration of this Contract and any renewal or extensions, the insurance listed herein from an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A or better by A.M. Best Co. Consultant will submit verification of coverage to the DCHHS Department, showing Dallas County as the certificate holder. Dallas County will neither be responsible for nor authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductible, which shall not exceed ten percent (10%) of the coverage, if any, shall be paid in full by Consultant without cost to or contributions from Dallas County. Consultant, at Consultant's sole cost, shall purchase and maintain the following minimum insurance coverage during the Term of this Contract, or any extension hereto:

1) Comprehensive General Liability Insurance - Commercial general liability insurance coverage shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for personal injury/advertising liability; medical payments; fire damage legal liability; broad form property damage, and/or liability for independent contractors.

2) Comprehensive Automobile Liability - In the event that Consultant uses or causes to be used a motor vehicle other than a vehicle for hire (cab) then prior to that use the Consultant shall furnish to the County a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under the Contract with limits of liability not less than One Hundred Thousand and 00/100 Dollars ($100,000) each person and Three Hundred Thousand and 00/100 Dollars ($300,000) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars ($100,000) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Five Hundred Thousand and 00/100 Dollars ($500,000).

B. Consultant agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:

1) Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to Comprehensive General Liability Insurance.

2) Provide for forty five (45) days notice to the COUNTY for cancellation, non-renewal or material change which notice must be accompanied by a replacement Certificate of Insurance to maintain uninterrupted coverage in the same amounts, terms and conditions.
(3) Provide for an endorsement that the "other insurance" Clause shall not apply to Dallas County where COUNTY is an additional insured on the policy.

(4) Provide for notice to the COUNTY at the address shown below by registered mail.

(5) Each applicable policy of insurance shall contain a waiver of subrogation and Consultant agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

(6) All Insurance Coverage shall be on an occurrence basis unless specifically approved in writing and executed by the County’s Director and Risk Manager.

(7) In addition to any other remedies County may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, County shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by County in accordance with this Article shall not constitute a Suspension of Work. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Contract.

(8) It is agreed that County shall deem Consultant’s insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Contract.

(9) Consultant shall advise County in writing within 24 hours of any claim or demand against County or Consultant known to Consultant related to or arising out of Consultant’s activities under this Contract.

(10) The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

D. Approval, disapproval or failure to act by the County regarding any insurance supplied by Consultant shall not relieve Consultant of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Consultant from liability.

E. Within ten (10) days after the Effective Date of this Contract and prior to and as a condition precedent to the commencement of any work or delivery, the Consultant agrees to submit verification of the insurance coverage in the type, amount and meeting all conditions as contained in this Contract, to DCHHS Department showing County as the certificate holder (general liability insurance) with coverage dates inclusive to that of the Contract term.

F. Acceptance of the final plans (delete) services contemplated herein by County shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, subcontractors, and agents.

G. Standard of Care: Services provided by Consultant under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar agreements.

17. SUBCONTRACTING

Consultant may not enter into agreements with any subcontractors unless Consultant has received prior written approval from County. Any subcontracts entered into by Consultant shall be in writing and contain the same terms and conditions as set forth in this Contract. Consultant agrees that it will be responsible to County for the
performance or lack of performance of any subcontractor.

18. REALLOCATION OF FUNDS

Consultant recognizes that DCHHS may reallocate all or part of the funds under this Contract due to non-achievement of professional services, or other just cause during the Contract period. The County allocation/reallocation policy will be utilized in determining an alternate Consultant.

Consultant shall immediately notify the Assistant Director of Client Services and Federal Grants Compliance of the DCHHS Grants Management Division, or other person designated by the Assistant Director of Client Services and Federal Grants Compliance, of any problems, delays, or adverse conditions which will affect the ability of the Consultant to perform its obligations under this Contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Consultant to resolve such problems, delays, or adverse conditions. The Consultant shall also promptly notify the Assistant Director of Client Services and Federal Grants Compliance, or his duly authorized representative, if it anticipates accomplishing the services set forth in this Contract with a lower expenditure of funds than the amount allocated.

19. CONTINGENCIES

Notwithstanding anything to the contrary herein, any payment under this Contract shall be expressly contingent upon the receipt of grant funds from the TDH. In the event insufficient funding or the complete lack of funding by the TDH, County shall have the right to suspend and/or terminate this agreement and Consultant shall have no right of action against County.

It is further understood that should County be removed as the Administrative Agency during the term of this Contract, the terms of this Contract shall remain in full force and effect until such time the Contract is terminated by either party or fully modified. County reserves the right to transfer this agreement to any party whom shall be named as the successor Administrative Agency.

20. ASSURANCES

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

B. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, those pertinent rules and regulations of the United States of America and State of Texas or any political subdivision.

C. Consultant assures it will not transfer or assign its interest in this Contract without written consent of County.

D. Consultant agrees to adhere to confidentiality requirements, TDH's HIV/AIDS Workplace Guidelines, TDH's HIV Services Grant Program Rules, requirements for contents of AIDS-related written materials, and further agrees that Consultant will not engage in activities that advocate or promote the violation of state or federal laws.

E. Consultant, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Consultant further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the term of this Contract.

F. Consultant assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

G. Consultant agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of
1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) that may apply.

H. Consultant will comply with environmental standards that may be prescribed pursuant to the institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; notification of violating facilities pursuant to EO 11738; conformity of federal actions to State (Clean Act) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. SS 7401 et seq.); and protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, P.L. 93-523.

I. Consultant will comply with Public Law 103-227, the Pro-Children Act of 1994, which prohibits smoking in any portion of an indoor facility used routinely or regularly for the provision of health care, day care, early childhood development services, education, or library services to children under the age of eighteen.

J. Consultant will develop and implement an agency-wide drug free work place policy. The Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.

K. Consultant will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Consultant shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

L. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in the disallowance of funds and the withholding of future awards.

M. The person(s) signing and executing this Contract on behalf of Consultant, or representing themselves as signing and executing this Contract on behalf of Consultant do hereby warrant and guarantee that he, she or they have been duly authorized by Consultant to execute this Contract on behalf of Consultant and to validly and legally bind Consultant to all terms, performances and provisions herein set forth.

N. In accordance with Program Policy No. 97-03, grant funds may not be used for outreach programs that exclusively promote HIV counseling and testing and/or that have as their purpose HIV prevention education. Additionally, funds may not be used for broad-scope awareness activities about HIV services that target the general public (poster campaigns for display on public transit, TV or radio service announcements, etc.).

O. Consultant will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform any labor or services.


Q. Consultant understands that reimbursement for costs under this Contract shall be in accordance with all applicable state and federal rules, regulations, cost principles, and other requirements relating to reimbursement with federal and state grant funds.
R. Consultant agrees to adhere to confidentiality requirements and further agrees that Consultant will not engage in activities that advocate or promote the violation of state or federal laws.

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

21. PUBLICATION RIGHTS

The Consultant may copyright any work that is subject to copyright and was developed, or for which ownership was purchased. TDH and County reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and local purposes, and to authorize others to do so.

22. FEDERAL FUNDED PROJECT

This Contract is funded by State of Texas or U.S. government federal funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision that imposes additional or greater requirement(s) than stated herein, and that is directly applicable to the services rendered under the terms of this Contract, Consultant agrees to timely comply therewith without additional cost or expense to County unless this Contract provides otherwise.

23. TERMINATION

County may, upon thirty (30) calendar days written notice to the Consultant, terminate all or any part of this Contract in any one of the following circumstances:

A. If the Consultant fails to comply with County’s reporting requirements, the objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Contract.

B. If the Consultant fails to perform the work and services required by this Contract within the time specified herein or any extension thereof.

C. If funds allocated by the TDH should become reduced, depleted, or unavailable during the Contract term.

County may immediately terminate or suspend this Contract to protect the health and safety of clients.

Termination of the Contract will be effectuated by delivering to the Consultant a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. After receipt of said termination notice, the Consultant shall stop work under the Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Consultant will not incur new obligations and will cancel any outstanding obligations. To the extent state funds are available and reimbursement is permitted, County will reimburse the Consultant for non-canceling obligations, which were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds, which were paid by County to the Consultant under this Contract, shall be returned to County.

In the event that Consultant shall determine that County has failed to fulfil its obligations as set forth in this Contract, Consultant shall notify County in writing of such specific obligation, County shall have thirty (30) days to fulfill such obligation. In the event that such obligation is not fulfilled within thirty (30) day of the notice of the breach, Consultant shall have the right to terminate this agreement.

24. SUSPENSION

A. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Consultant will stop all work and cease to incur costs during the term of the suspension.
B. The Consultant will resume work when notified to do so by the County in a written authorization to proceed. Such suspension shall not exceed forty-five (45) days. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article 13 (Amendments).

C. If Consultant is delayed by the County due to a suspension of work, or otherwise, the Consultant's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

25. CHOICE OF LAW AND VENUE

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Contract and all matters pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this Contract shall be in Dallas County, Texas.

26. ACCEPTANCES

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

EXECUTED this the __________ day of ________________, 2003.

DALLAS COUNTY: 

BY: Margaret Keliher  
Dallas County Judge

CONSULTANT: 

BY: Carol Maytum

RECOMMENDED:

BY: Betty J. Culbreath  
Director, Dallas County Health and Human Services

APPROVED AS TO FORM:

BY: Janet R. Ferguson  
Deputy Chief, Civil Section
June 11, 2003

To: Commissioners’ Court

From: Virginia Porter, County Auditor

Re: Shortfall in Health Insurance Appropriations

BACKGROUND

During the budget process each year an accrual rate is projected for health insurance to estimate the amount of contributions required by the county and the employees to fully fund the cost of health insurance for the next fiscal year. This accrual is based on expected participation in each plan and projected increases in overall health cost. The cost of health insurance includes medical and RX claims, administration costs, life insurance premiums, long term disability premiums, and HMO premiums countywide.

For FY03 a change in the HMO carrier was not finalized until after the budget was approved. Actual coverage requirements for the new HMO carrier exceeded estimates used in budgeting. A shift in overall participation was observed increasing probability of higher overall county costs for health insurance.

Account activity is analyzed monthly to test eligibility of payments, certify funds available for disbursements, and revise YTD projections. Costs for health insurance are allocated to Dallas County funds (including CSCD) with each pay period based on the premium rate established during the budget process. A summary account analysis is attached.

The grant contracts and CSCD contract allow for mid year adjustments to the premium rate if an analysis of costs support a change. Subsequent payment of any premium adjustment is dependent on timely notice and sufficient available funding for the grants and CSCD contracts.

FINANCIAL IMPACT

Analysis of the health insurance costs indicates a $2.3 million shortfall in available funds for FY03. The $2.3 million dollars should be provided by all funds in the same ratio as the original appropriation was created.
Percentages and cost breakdowns are:

<table>
<thead>
<tr>
<th>Fund</th>
<th>%</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>120</td>
<td>79.35</td>
<td>1,860,000</td>
</tr>
<tr>
<td>128</td>
<td>10.65</td>
<td>250,000</td>
</tr>
<tr>
<td>466</td>
<td>6.57</td>
<td>154,000</td>
</tr>
<tr>
<td>470</td>
<td>0.14</td>
<td>3,000</td>
</tr>
<tr>
<td>160</td>
<td>0.61</td>
<td>14,000</td>
</tr>
<tr>
<td>162</td>
<td>0.01</td>
<td>300</td>
</tr>
<tr>
<td>532</td>
<td>0.08</td>
<td>2,000</td>
</tr>
<tr>
<td>105</td>
<td>2.60</td>
<td>61,000</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

We recommend CSCD be notified of the correction in health insurance rate and their requirement to pay the increased cost.

We recommend an analysis and adjustment of all open grants increasing costs where allowable for the increased insurance cost.

We request a budget adjustment from reserves for each of the county funds. At the current expenditure rate, appropriations will be depleted in August. The requested budget adjustment must be approved prior to that date to prevent any interruption in disbursements.
Employee Health Insurance
FY2003 Projection
Based on expenditures through MAY

<table>
<thead>
<tr>
<th>Sources</th>
<th>FY2003 Projection from OBE</th>
<th>FY2003 Projection from AUDITOR</th>
<th>TRUST</th>
<th>&quot;NON-TRUST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>671,178</td>
<td>671,178</td>
<td>671,178</td>
<td></td>
</tr>
<tr>
<td>County Contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund (120)</td>
<td>79.35%</td>
<td>19,857,333</td>
<td>19,853,625</td>
<td></td>
</tr>
<tr>
<td>CSCD (128)</td>
<td>10.65%</td>
<td>2,647,028</td>
<td>2,565,116</td>
<td></td>
</tr>
<tr>
<td>Grants (466)</td>
<td>6.57%</td>
<td>1,631,446</td>
<td>1,542,902</td>
<td></td>
</tr>
<tr>
<td>Law Library (470)</td>
<td>0.14%</td>
<td>40,764</td>
<td>34,000</td>
<td></td>
</tr>
<tr>
<td>Child Support (160)</td>
<td>0.61%</td>
<td>148,440</td>
<td>153,000</td>
<td></td>
</tr>
<tr>
<td>ADR (162)</td>
<td>0.01%</td>
<td>3,188</td>
<td>3,188</td>
<td></td>
</tr>
<tr>
<td>ESCROW(532)</td>
<td>0.08%</td>
<td>19,162</td>
<td>19,162</td>
<td></td>
</tr>
<tr>
<td>Road &amp; Bridge (105)</td>
<td>2.60%</td>
<td>650,250</td>
<td>650,250</td>
<td></td>
</tr>
<tr>
<td>sub-total</td>
<td>24,997,611</td>
<td>25,021,243</td>
<td>19,652,060</td>
<td>5,369,183</td>
</tr>
<tr>
<td>Employee Contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Active</td>
<td>5,157,845</td>
<td>7,887,206</td>
<td>4,293,460</td>
<td>3,393,746</td>
</tr>
<tr>
<td>Retirees/COBRA</td>
<td>1,403,035</td>
<td>1,459,500</td>
<td>1,459,500</td>
<td></td>
</tr>
<tr>
<td>sub-total</td>
<td>6,560,880</td>
<td>9,146,706</td>
<td>5,752,960</td>
<td>3,393,746</td>
</tr>
<tr>
<td>Interest</td>
<td>11,568</td>
<td>10,800</td>
<td>10,800</td>
<td></td>
</tr>
<tr>
<td>Stoploss</td>
<td>37,849</td>
<td>18,924</td>
<td>18,924</td>
<td></td>
</tr>
<tr>
<td>Total Sources</td>
<td>32,279,085</td>
<td>34,968,851</td>
<td>26,105,922</td>
<td>8,762,929</td>
</tr>
<tr>
<td>Uses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMO Premium</td>
<td>6,153,835</td>
<td>6,439,476</td>
<td>119,000</td>
<td>6,320,476</td>
</tr>
<tr>
<td>Medical Claims</td>
<td>17,624,961</td>
<td>20,437,817</td>
<td>20,437,817</td>
<td></td>
</tr>
<tr>
<td>RX Claims</td>
<td>4,077,730</td>
<td>4,143,010</td>
<td>4,143,010</td>
<td></td>
</tr>
<tr>
<td>Dental</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMO Premium</td>
<td>552,770</td>
<td>565,193</td>
<td>565,193</td>
<td></td>
</tr>
<tr>
<td>Dental Claims</td>
<td>472,962</td>
<td>476,481</td>
<td>476,481</td>
<td></td>
</tr>
<tr>
<td>SUB TOTAL CLAIMS</td>
<td>28,892,256</td>
<td>32,061,977</td>
<td>25,176,308</td>
<td>6,885,669</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical/Dental Fixed Costs</td>
<td>1,377,889</td>
<td>1,272,778</td>
<td>1,272,778</td>
<td></td>
</tr>
<tr>
<td>Life Insurance Premium</td>
<td>1,191,094</td>
<td>1,256,687</td>
<td>1,256,687</td>
<td></td>
</tr>
<tr>
<td>LTD Premium</td>
<td>604,520</td>
<td>620,573</td>
<td>620,573</td>
<td></td>
</tr>
<tr>
<td>Flex Administration/Claims</td>
<td>1,069,708</td>
<td>1,083,884</td>
<td>1,083,884</td>
<td></td>
</tr>
<tr>
<td>PEBC Funding/Misc</td>
<td>538,267</td>
<td>915,202</td>
<td>915,202</td>
<td></td>
</tr>
<tr>
<td>Total Uses</td>
<td>33,673,735</td>
<td>37,211,101</td>
<td>28,448,172</td>
<td>8,762,929</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>-1,394,650</td>
<td>-2,342,250</td>
<td>-2,342,250</td>
<td>0</td>
</tr>
</tbody>
</table>

Additional Share Actual
| General Fund (120) | 79.35% | -1,858,507 |
| CSCD (128) | 10.65% | -249,483 |
| Grants (466) | 6.57% | -153,793 |
| Law Library (470) | 0.14% | -3,183 |
| Child Support (160) | 0.61% | -14,322 |
| ADR (162) | 0.01% | -298 |
| ESCROW(532) | 0.08% | -1,794 |
| Road & Bridge (105) | 2.60% | -60,870 |

-2,342,250
KPMG, LLP was awarded the contract for performance of required annual financial audits of Dallas County on bid 2000-166-518. Two specific types of audits are included in the contract - grant related and government-wide financials. Commissioners Court order 2002-1896 extended the award for an additional twelve month period for a total estimated annual cost of $206,000. A fee increase of $6,250 for grant-related audit work was approved in April 2003.

An additional fee increase of $29,075 has been requested.

Background

The audit firm KPMG was presented sufficient information to fairly assess costs and negotiate an amount for the government-wide financials. However, matters outside their control, such as federal regulations, county's acceptance of new awards and condition of county's prior year grant financials necessitate revisions to scope and pricing.

The engagement letter submitted by KPMG for the FY2002 audit period contained the statement: “Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to complete the audit within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.”

Federal guidelines established in OMB Circular A-133 defined both level of testing and number of programs in FY2001. Program exceptions warranted a rating of low risk for state programs and non-low risk for federal programs. A total of seven programs were tested. In FY2002, the acceptance of new awards and application of the same guidelines required an increase in the level of testing and number of programs. (A prior year rating of non-low risk increases level of testing.) A total of eleven programs must be tested.

The number of programs tested in prior years and condition assessment of grant programs were factors in establishing the charge for the federal and state single audit.
A table of major programs tested follows:

<table>
<thead>
<tr>
<th>FY2001</th>
<th>FY2002</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal Programs</strong></td>
<td><strong>Federal Programs</strong></td>
</tr>
<tr>
<td>• Section 8 Rental Cluster</td>
<td>• State Criminal Alien Assistance</td>
</tr>
<tr>
<td>• Low Income Home Energy Assistance Program</td>
<td>• Childhood Immunizations Grants</td>
</tr>
<tr>
<td>• Juvenile Accountability Incentive</td>
<td>• Foster Care – Title IV-E</td>
</tr>
<tr>
<td>• Residential Substance Abuse</td>
<td>• Housing Opportunities for Persons with AIDS</td>
</tr>
<tr>
<td>• Childhood Immunization Grants</td>
<td>• Ryan White Cluster</td>
</tr>
<tr>
<td><strong>State Programs</strong></td>
<td><strong>State Programs</strong></td>
</tr>
<tr>
<td>• Texas Juvenile Probation Commission Programs</td>
<td>• Indigent Defense Grant</td>
</tr>
<tr>
<td>• Public Charter School</td>
<td>• North Texas Auto Theft Task Force</td>
</tr>
<tr>
<td></td>
<td>• HIV Care Formula Grant</td>
</tr>
<tr>
<td></td>
<td>• Tuberculosis Control</td>
</tr>
<tr>
<td></td>
<td>• Low Income Home Energy Assistance-State (the System Benefit Fund)</td>
</tr>
<tr>
<td></td>
<td>• Public Charter School</td>
</tr>
</tbody>
</table>

(† resulted in reportable conditions and non-low risk rating)

Financial

KPMG submitted notice regarding scope adjustment and requested an increase in audit fees of $29,075. They have initiated limited testing to ensure filing deadlines could be met. Deadline for completion and filing of the single audit is June 30, 2003. The costs for the single audit are generally reimbursed by the grantor agencies.

Legal

An excerpt from OMB circular A-133 – major program determination – is attached.
Article III Section 53 expressly prohibits the grant of extra compensation after a contract has been entered into, and performed, however the engagement letters anticipated a scope adjustment for cause and the work has not been completed.

The current contract provides that the scope of work may be extended by formal order of the Commissioners Court.

**Recommendation**

We recommend approval of fee increases for testing of additional programs for the single audit totaling $29,075 due to risk assessment and number of programs presented to KPMG in auditing the Dallas County grant awards. Audit costs are expected to be recovered from the grantors either as direct or indirect cost.
§.520 Major program determination.

(a) General. The auditor shall use a risk-based approach to determine which Federal programs are major programs. This risk-based approach shall include consideration of: Current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The process in paragraphs (b) through (i) of this section shall be followed.

(b) Step 1. (1) The auditor shall identify the larger Federal programs, which shall be labeled Type A programs. Type A programs are defined as Federal programs with Federal awards expended during the audit period exceeding the larger of:

(i) $300,000 or three percent (.03) of total Federal awards expended in the case of an auditee for which total Federal awards expended equal or exceed $300,000 but are less than or equal to $100 million.

(ii) $3 million or three-tenths of one percent (.003) of total Federal awards expended in the case of an auditee for which total Federal awards expended exceed $100 million but are less than or equal to $10 billion.

(iii) $30 million or 15 hundredths of one percent (.0015) of total Federal awards expended in the case of an auditee for which total Federal awards expended exceed $10 billion.

(2) Federal programs not labeled Type A under paragraph (b)(1) of this section shall be labeled Type B programs.

(3) The inclusion of large loan and loan guarantees (loans) should not result in the exclusion of other programs as Type A programs. When a Federal program providing loans significantly affects the number or size of Type A programs, the auditor shall consider this Federal program as a Type A program and exclude its values in determining other Type A programs.

(4) For biennial audits permitted under §.220, the determination of Type A and Type B programs shall be based upon the Federal awards expended during the two-year period.

(c) Step 2. (1) The auditor shall identify Type A programs which are low-risk. For a Type A program to be considered low-risk, it shall have been audited as a major program in at least one of the two most recent audit periods (in the most recent audit period in the case of a biennial audit), and, in the most recent audit period, it shall have had no audit findings under §.510(a). However, the auditor may use judgment and consider that audit findings from questioned costs under §.510(a)(3) and §.510(a)(4), fraud under §.510(a)(6), and audit follow-up for the summary schedule of prior audit findings under §.510(a)(7) do not preclude the Type A program from being low-risk. The auditor shall consider: the criteria in §.525(c), §.525(d)(1), §.525(d)(2), and §.525(d)(3); the results of audit follow-up; whether any changes in personnel or systems affecting a Type A program have significantly increased risk; and
apply professional judgment in determining whether a Type A program is low-risk.

(2) Notwithstanding paragraph (c)(1) of this section, OMB may approve a Federal awarding agency's request that a Type A program at certain recipients may not be considered low-risk. For example, it may be necessary for a large Type A program to be audited as major each year at particular recipients to allow the Federal agency to comply with the Government Management Reform Act of 1994 (31 U.S.C. 3515). The Federal agency shall notify the recipient and, if known, the auditor at least 180 days prior to the end of the fiscal year to be audited of OMB’s approval.

(d) Step 3. (1) The auditor shall identify Type B programs which are high-risk using professional judgment and the criteria in §5.525. However, should the auditor select Option 2 under Step 4 (paragraph (e)(2)(i)(B) of this section), the auditor is not required to identify more high-risk Type B programs than the number of low-risk Type A programs. Except for known reportable conditions in internal control or compliance problems as discussed in §5.525(b)(1), §5.525(b)(2), and §5.525(c)(1), a single criteria in §5.525 would seldom cause a Type B program to be considered high-risk.

(2) The auditor is not expected to perform risk assessments on relatively small Federal programs. Therefore, the auditor is only required to perform risk assessments on Type B programs that exceed the larger of:

(i) $100,000 or three-tenths of one percent (.003) of total Federal awards expended when the auditee has less than or equal to $100 million in total Federal awards expended.

(ii) $300,000 or three-hundredths of one percent (.0003) of total Federal awards expended when the auditee has more than $100 million in total Federal awards expended.

(e) Step 4. At a minimum, the auditor shall audit all of the following as major programs:

(1) All Type A programs, except the auditor may exclude any Type A programs identified as low-risk under Step 2 (paragraph (c)(1) of this section).

(2) (i) High-risk Type B programs as identified under either of the following two options:

(A) Option 1. At least one half of the Type B programs identified as high-risk under Step 3 (paragraph (d) of this section), except this paragraph (e)(2)(i)(A) does not require the auditor to audit more high-risk Type B programs than the number of low-risk Type A programs identified as low-risk under Step 2.

(B) Option 2. One high-risk Type B program for each Type A program identified as low-risk under Step 2.
(ii) When identifying which high-risk Type B programs to audit as major under either Option 1 or 2 in paragraph (e)(2)(i)(A) or (B), the auditor is encouraged to use an approach which provides an opportunity for different high-risk Type B programs to be audited as major over a period of time.

(3) Such additional programs as may be necessary to comply with the percentage of coverage rule discussed in paragraph (f) of this section. This paragraph (e)(3) may require the auditor to audit more programs as major than the number of Type A programs.

(f) **Percentage of coverage rule.** The auditor shall audit as major programs Federal programs with Federal awards expended that, in the aggregate, encompass at least 50 percent of total Federal awards expended. If the auditee meets the criteria in §__.530 for a low-risk auditee, the auditor need only audit as major programs Federal programs with Federal awards expended that, in the aggregate, encompass at least 25 percent of total Federal awards expended.

(g) **Documentation of risk.** The auditor shall document in the working papers the risk analysis process used in determining major programs.

(h) **Auditor's judgment.** When the major program determination was performed and documented in accordance with this part, the auditor's judgment in applying the risk-based approach to determine major programs shall be presumed correct. Challenges by Federal agencies and pass-through entities shall only be for clearly improper use of the guidance in this part. However, Federal agencies and pass-through entities may provide auditors guidance about the risk of a particular Federal program and the auditor shall consider this guidance in determining major programs in audits not yet completed.

(i) **Deviation from use of risk criteria.** For first-year audits, the auditor may elect to determine major programs as all Type A programs plus any Type B programs as necessary to meet the percentage of coverage rule discussed in paragraph (f) of this section. Under this option, the auditor would not be required to perform the procedures discussed in paragraphs (c), (d), and (e) of this section.

(1) A first-year audit is the first year the entity is audited under this part or the first year of a change of auditors.

(2) To ensure that a frequent change of auditors would not preclude audit of high-risk Type B programs, this election for first-year audits may not be used by an auditee more than once in every three years.

§__.525 **Criteria for Federal program risk.**

(a) **General.** The auditor's determination should be based on an overall evaluation of the risk of noncompliance occurring which could be material to the Federal program. The auditor shall use auditor judgment and consider criteria,
such as described in paragraphs (b), (c), and (d) of this section, to identify risk in Federal programs. Also, as part of the risk analysis, the auditor may wish to discuss a particular Federal program with auditee management and the Federal agency or pass-through entity.

(b) Current and prior audit experience. (1) Weaknesses in internal control over Federal programs would indicate higher risk. Consideration should be given to the control environment over Federal programs and such factors as the expectation of management's adherence to applicable laws and regulations and the provisions of contracts and grant agreements and the competence and experience of personnel who administer the Federal programs.

(i) A Federal program administered under multiple internal control structures may have higher risk. When assessing risk in a large single audit, the auditor shall consider whether weaknesses are isolated in a single operating unit (e.g., one college campus) or pervasive throughout the entity.

(ii) When significant parts of a Federal program are passed through to subrecipients, a weak system for monitoring subrecipients would indicate higher risk.

(iii) The extent to which computer processing is used to administer Federal programs, as well as the complexity of that processing, should be considered by the auditor in assessing risk. New and recently modified computer systems may also indicate risk.

(2) Prior audit findings would indicate higher risk, particularly when the situations identified in the audit findings could have a significant impact on a Federal program or have not been corrected.

(3) Federal programs not recently audited as major programs may be of higher risk than Federal programs recently audited as major programs without audit findings.

(c) Oversight exercised by Federal agencies and pass-through entities. (1) Oversight exercised by Federal agencies or pass-through entities could indicate risk. For example, recent monitoring or other reviews performed by an oversight entity which disclosed no significant problems would indicate lower risk. However, monitoring which disclosed significant problems would indicate higher risk.

(2) Federal agencies, with the concurrence of OMB, may identify Federal programs which are higher risk. OMB plans to provide this identification in the compliance supplement.

(d) Inherent risk of the Federal program. (1) The nature of a Federal program may indicate risk. Consideration should be given to the complexity of the program and the extent to which the Federal program contracts for goods and services. For example, Federal programs that disburse funds through third party
contracts or have eligibility criteria may be of higher risk. Federal programs primarily involving staff payroll costs may have a high-risk for time and effort reporting, but otherwise be at low-risk.

(2) The phase of a Federal program in its life cycle at the Federal agency may indicate risk. For example, a new Federal program with new or interim regulations may have higher risk than an established program with time-tested regulations. Also, significant changes in Federal programs, laws, regulations, or the provisions of contracts or grant agreements may increase risk.

(3) The phase of a Federal program in its life cycle at the auditee may indicate risk. For example, during the first and last years that an auditee participates in a Federal program, the risk may be higher due to start-up or closeout of program activities and staff.

(4) Type B programs with larger Federal awards expended would be of higher risk than programs with substantially smaller Federal awards expended.

§ 530 Criteria for a low-risk auditee.

An auditee which meets all of the following conditions for each of the preceding two years (or, in the case of biennial audits, preceding two audit periods) shall qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with § 520:

(a) Single audits were performed on an annual basis in accordance with the provisions of this part. A non-Federal entity that has biennial audits does not qualify as a low-risk auditee, unless agreed to in advance by the cognizant or oversight agency for audit.

(b) The auditor’s opinions on the financial statements and the schedule of expenditures of Federal awards were unqualified. However, the cognizant or oversight agency for audit may judge that an opinion qualification does not affect the management of Federal awards and provide a waiver.

(c) There were no deficiencies in internal control which were identified as material weaknesses under the requirements of GAGAS. However, the cognizant or oversight agency for audit may judge that any identified material weaknesses do not affect the management of Federal awards and provide a waiver.

(d) None of the Federal programs had audit findings from any of the following in either of the preceding two years (or, in the case of biennial audits, preceding two audit periods) in which they were classified as Type A programs:

(1) Internal control deficiencies which were identified as material weaknesses;

(2) Noncompliance with the provisions of laws, regulations, contracts, or grant agreements which have a material effect on the Type A program; or
(3) Known or likely questioned costs that exceed five percent of the total Federal awards expended for a Type A program during the year.

Appendix A to Part ___ - Data Collection Form (Form SF-SAC)

[insert SF-SAC after finalized]

Appendix B to Part ___ - Circular A-133 Compliance Supplement

Note: The provisional "Circular A-133 Compliance Supplement" is available from the Office of Administration, Publications Office, room 2200, New Executive Office Building, Washington, DC 20503 and the OMB Home Page under the "OMB Documents", in the "Grants Management" section.
RATIONIAL FOR SAME DAY BRIEFING/AWARD JUSTIFICATION

TO: THE HONORABLE COMMISSIONERS COURT
FROM: PHILLIP J. VASQUEZ, PURCHASING DIRECTOR
SUBJECT: Request for Proposal for Third Party Claims Administration Services for Dallas County Self Insurance Workers Compensation Program, RFP #2003-079-1318

The aforementioned contract is scheduled to begin on July 1, 2003. In an effort to allot the new contractor some transition time, this item is being briefed on the same day the Court Order is scheduled for award.
June 17, 2003

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Request for Proposal for Third Party Claims Administration Services for Dallas County Self Insurance Workers Compensation Program, RFP No. 2003-079-1318

BACKGROUND/ISSUE

Request for Proposal for Third Party Claims Administration Services for Dallas County Self Insurance Workers Compensation Program, RFP No. 2003-079-1318 was opened by the Purchasing Department on March 27, 2003. Eleven proposals were received from eight firms. The firms who responded were: CCS Consulting, LP, Hammann & Gainer, Inc., Cunningham Lindsey, Pinnacle Claims Service, CMI Barron Risk Management Services, The JI Companies, Attenta and Alternative Service Concepts, LLC.

The proposals were evaluated and scored by committee members representing the Auditor, Sheriffs, Juvenile and Human Resources Departments. The Dallas County M/WBE Coordinator scored the Minority Business 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. Service capabilities, proven skills and technical competence</td>
<td>0-20</td>
</tr>
<tr>
<td>2. Quality and completeness of proposal</td>
<td>0-10</td>
</tr>
<tr>
<td>3. Experience and references</td>
<td>0-10</td>
</tr>
<tr>
<td>4. Management plan, claim service standard Philosophy and credentials of staff</td>
<td>0-15</td>
</tr>
<tr>
<td>5. Cost of services</td>
<td>0-30</td>
</tr>
<tr>
<td>6. M/WBE</td>
<td>0-15</td>
</tr>
</tbody>
</table>

The evaluation committee scored CCS Consulting, LP (Argus) as the highest rated and best proposal. The total scores are as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Subtotal</th>
<th>MWBE</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCS, LP (Argus)</td>
<td>78</td>
<td>15</td>
<td>93</td>
</tr>
<tr>
<td>CCS, LP (Review Med)</td>
<td>80</td>
<td>9</td>
<td>89</td>
</tr>
<tr>
<td>Pinnacle Claims Service</td>
<td>63.25</td>
<td>15</td>
<td>78.25</td>
</tr>
</tbody>
</table>
FINANCIAL IMPACT

The annual cost of this contract is estimated at $150,000.00 and will depend on the number of claims filed. Currently, Dallas County is paying $675.00 per lost time claim (est. 160ea. per yr.) and $95.00 per medical only claim (est. 200ea. Per yr.). The new contract is based on an initial two year period. As a result, Dallas County will pay $660.00 per lost time claim for the first year of the contract and $670.00 per lost time claim for the second year of the contract. In addition, the fee for medical only claims will amount to $100.00 per claim for the first year and $105.00 per claim for the second year.

RECOMMENDATION

In Accordance with current practice, it is the recommendation of the Evaluation Committee and Purchasing Department that the Commissioners Court award RFP No. 2003-079-1318, Request for Proposal for Third Party Claims Administration Services for Dallas County Self Insurance Workers Compensation Program to CCS,LP (Argus) as the highest ranked and lowest cost firm.

Should the Court concur with the Evaluation Committee's recommendation, an Award Court Order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL

[Signature]
Phillip J. Vasquez, Purchasing Director/sm
**FINAL SCORE TABULATION FOR RFP NO. 2003-079-1318**  
**TPA FOR WORKERS COMPENSATION**

<table>
<thead>
<tr>
<th>Categories</th>
<th>Diana</th>
<th>Jim</th>
<th>Ruth</th>
<th>Cody</th>
<th>Subtotal</th>
<th>M/WBE</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCS (Argus)</td>
<td>78</td>
<td>84</td>
<td>66</td>
<td>(84)</td>
<td>78</td>
<td>15</td>
<td>93</td>
</tr>
<tr>
<td>CCS (Review Med)</td>
<td>81</td>
<td>84</td>
<td>71</td>
<td>84</td>
<td>80</td>
<td>9</td>
<td>89</td>
</tr>
<tr>
<td>Pinnacle</td>
<td>63</td>
<td>53</td>
<td>64</td>
<td>73</td>
<td>63.25</td>
<td>15</td>
<td>78.25</td>
</tr>
<tr>
<td>CMI Barron</td>
<td>69</td>
<td>49</td>
<td>47</td>
<td>79</td>
<td>61</td>
<td>9</td>
<td>70</td>
</tr>
<tr>
<td>Cunningham (Argus)</td>
<td>68</td>
<td>65</td>
<td>32</td>
<td>(78)</td>
<td>60.75</td>
<td>9</td>
<td>69.75</td>
</tr>
<tr>
<td>Hammerman (Argus)</td>
<td>64</td>
<td>50</td>
<td>52</td>
<td>(72)</td>
<td>59.5</td>
<td>9</td>
<td>68.5</td>
</tr>
<tr>
<td>JI</td>
<td>70</td>
<td>56</td>
<td>64.5</td>
<td>67</td>
<td>64.38</td>
<td>3</td>
<td>67.38</td>
</tr>
<tr>
<td>Cunningham (Review Med)</td>
<td>71</td>
<td>65</td>
<td>37</td>
<td>78</td>
<td>62.75</td>
<td>3</td>
<td>65.75</td>
</tr>
<tr>
<td>Hammerman (Review Med)</td>
<td>67</td>
<td>50</td>
<td>57</td>
<td>72</td>
<td>61.5</td>
<td>3</td>
<td>64.50</td>
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<tr>
<td>Alternative</td>
<td>60</td>
<td>40</td>
<td>44</td>
<td>66</td>
<td>52.5</td>
<td>9</td>
<td>61.5</td>
</tr>
<tr>
<td>Attenta</td>
<td>62</td>
<td>34</td>
<td>41</td>
<td>71</td>
<td>52</td>
<td>3</td>
<td>55</td>
</tr>
</tbody>
</table>

***(*) denotes no score for Argus, so Review med score applied***
<table>
<thead>
<tr>
<th>Category</th>
<th>Dallas County Workers' Compensation Evul 2003 - 1st Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cunningham Lindsey</td>
</tr>
<tr>
<td></td>
<td>Cunningham Lindsey without Bad</td>
</tr>
<tr>
<td></td>
<td>without Bad</td>
</tr>
<tr>
<td></td>
<td>Claims</td>
</tr>
<tr>
<td>Intermittent Claims</td>
<td>100.00</td>
</tr>
<tr>
<td>Medical Only Claims</td>
<td>200.00</td>
</tr>
<tr>
<td>Repair Only</td>
<td>35.00</td>
</tr>
<tr>
<td>Run Off Intermittent Claims</td>
<td>25.00</td>
</tr>
<tr>
<td>Run Off Medical Only Claims</td>
<td>50.00</td>
</tr>
<tr>
<td>Annual Administration Fee</td>
<td>24.00</td>
</tr>
<tr>
<td>Data Conversion Fee</td>
<td>8.00</td>
</tr>
<tr>
<td>Late Billing</td>
<td>25.00</td>
</tr>
<tr>
<td>Annual Percentage Increase</td>
<td>2.50</td>
</tr>
<tr>
<td>Annual Fixed Fee</td>
<td>85.00</td>
</tr>
<tr>
<td>Medical Cost Containment *</td>
<td>75.00</td>
</tr>
<tr>
<td>Claims Management</td>
<td>200.00</td>
</tr>
<tr>
<td>Pre-Authorization</td>
<td>65.00</td>
</tr>
<tr>
<td>Physician Review</td>
<td>125.00</td>
</tr>
<tr>
<td>Peer Review</td>
<td>150.00</td>
</tr>
<tr>
<td>Chiropractic Peer Review</td>
<td>375.00</td>
</tr>
<tr>
<td>File Review</td>
<td>65.00</td>
</tr>
<tr>
<td>Vocational Rehab</td>
<td>75.00</td>
</tr>
<tr>
<td>Impairment Rating Review</td>
<td>75.00</td>
</tr>
<tr>
<td>Total</td>
<td>5.00</td>
</tr>
</tbody>
</table>

* Cost Containment for the first year is the same as not in the total.
DATE: June 9, 2003

TO: J. Allen Clemson, Court Administrator

FROM: Irvin Hicks, Coordinator - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2003-079-1318 (Third Party Claims Administration Services) (Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEOI Docs (?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinnacle Claims Services</td>
<td>15</td>
<td>Y</td>
</tr>
<tr>
<td>Attenta</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Cunningham Lindsey (Review Med)</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Cunningham Lindsey (Argus Svcs)</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Alternative Service Concepts L.L.C.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Barron Risk Management</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Hammerman &amp; Gainer, Inc (Review Med)</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Hammerman &amp; Gainer, Inc (Argus Svcs.)</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>CCS Consulting, L.P. (Review Med)</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>CCS Consulting, L.P. (Argus Svcs.)</td>
<td>15</td>
<td>Y</td>
</tr>
<tr>
<td>The JI Company</td>
<td>3</td>
<td>Y</td>
</tr>
</tbody>
</table>

c: Commissioners Court (thru J. Allen Clemson)
Linda Boles

file:c:\mwberevals\2003-079.wpd)

509 Main Street    Suite 613    Dallas, Texas 75202
MEMORANDUM
Modified Analysis

DATE: June 9, 2003

TO: Linda Boles,
Purchasing

FROM: Irvin Hicks, Coordinator - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2003-079-1318 (Third Party Claims Administration Services)

Linda,

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

Pinnacle Claims Services
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argus Services Corp.</td>
<td>140,000</td>
<td>27.37</td>
</tr>
</tbody>
</table>

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

Attenta
This firm will perform the required duties with existing staff.

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

The JI Company
This firm will perform the required duties with existing staff

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

3
Cunningham Lindsey
(Review Med.)
This firm will perform the required duties with existing staff.

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

Cunningham Lindsey
(Argus Svs.)
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argus Services Corp.</td>
<td>TBD</td>
<td>25.0</td>
</tr>
</tbody>
</table>

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

Alternative Service Concepts, L.L.C.
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorman &amp; Associates</td>
<td>50,215</td>
<td>16.0</td>
</tr>
<tr>
<td>K. A. Cayce Investigations</td>
<td>6,277</td>
<td>00.2</td>
</tr>
<tr>
<td>Reliable Courier</td>
<td>3,138</td>
<td>00.1</td>
</tr>
<tr>
<td>Hamilton &amp; Associates</td>
<td>3,138</td>
<td>00.1</td>
</tr>
</tbody>
</table>

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

Barron Risk Management
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorman &amp; Associates, Inc.</td>
<td>TBD ($75/hr)</td>
</tr>
<tr>
<td>Phoenix Investigations</td>
<td>TBD ($50/hr)</td>
</tr>
<tr>
<td>ASAP Expediters</td>
<td>TBD</td>
</tr>
<tr>
<td>Renwick &amp; Assoc.</td>
<td>TBD ($145/hr)</td>
</tr>
</tbody>
</table>

Points
0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
--
9
Hammerman & Gainer, Inc. (Argus Svcs.)
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorman &amp; Associates, Inc.</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Argus Services Corp</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

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

Hammerman & Gainer, Inc. (Review Med.)
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorman &amp; Associates, Inc.</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

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

CCS Consulting, L. P. (Review Med.)
This firm will perform the required duties with existing staff.

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

CCS Consulting, L. P. (Argus Svcs.)
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argus Services Corp</td>
<td>140,000</td>
<td>34.0</td>
</tr>
</tbody>
</table>

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

C: Commissioners Court (thru J. Allen Clemson)
file(c:\mwbreviars\2003-079.wpd)
June 17, 2003

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: RFP to Provide Electronic Monitoring Services for CSCD and the Juvenile Department

BACKGROUND/ISSUE

A request for proposal has been written seeking solicitations from firms to provide electronic monitoring services for the CSCD and Juvenile Department programs. The term of the contract will be based on a one year period with four (4) one year options to extend based upon mutual agreement of negotiated pricing and Dallas County Commissioners Court approval. The rating criteria and points assigned are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cost for Services and optional services</td>
<td>0-40</td>
</tr>
<tr>
<td>B. Program design (equipment, reports, training, archival, security and scheduling)</td>
<td>0-25</td>
</tr>
<tr>
<td>C. Response time (installation, disengagement, repair)</td>
<td>0-15</td>
</tr>
<tr>
<td>D. Experience</td>
<td>0-5</td>
</tr>
<tr>
<td>E. MWBE</td>
<td>0-15</td>
</tr>
</tbody>
</table>

The proposals will be evaluated and scored by representatives from CSCD, Juvenile and Purchasing Departments. The MWBE Coordinator will solely evaluate and score the MWBE section. After which, the evaluation committee will submit a recommendation for award to the Commissioners Court.

RECOMMENDATION

It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached RFP to Provide Electronic Monitoring Services for CSCD and the Juvenile Departments and authorize the Purchasing Department to advertise solicitations in accordance with local procurement laws.

Should the Court concur with this recommendation, the RFP to Provide Electronic Monitoring Services will be solicited based on this briefing.

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director/sm
DALLAS COUNTY
REQUEST FOR
PROPOSAL NO. 2003-115-1360
to
PROVIDE ELECTRONIC MONITORING SERVICES

DUE DATE
July 21, 2003, 2:00 p.m.

Delivery Location: Dallas County Purchasing Department
Attn: Scott McDowell
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202

For a copy of the Solicitation Contact:
Dallas County Purchasing Department: 214-653-7431
Specifications are available at:
Purchasing Department
509 Main Street, Room 623, 6th Floor
Dallas, Texas 75202

Direct all questions regarding this RFP to Scott McDowell
214-653-7160
FAX 214-653-7878
e-mail SMCDOWELL@DALLASCOUNTY.ORG
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

1. AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP:

If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the county of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for same.

If a vendor fails to notify the county prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with 1.

2. PROPOSAL PREPARATION COST:

Cost for developing proposals are entirely the responsibility of the vendors and shall not be chargeable to the County of Dallas.

3. SIGNATURE OF PROPOSAL:

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the vendor contractually. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

4. DELIVERY OF PROPOSALS:

All proposals shall be delivered to:

   Dallas County Purchasing Department
   Attn: Scott McDowell
   509 Main Street
   Room 623, Records Building
   Dallas, Texas 75202

Nine (9) copies of the proposals shall be delivered by 2:00 P.M., Monday, July 21, 2003, and shall be clearly marked "RESPONSE TO REQUEST FOR PROPOSAL TO PROVIDE ELECTRONIC MONITORING SERVICES" on the outside of the sealed package to be considered. Nine copies must be submitted with one containing the original signature.

Late proposals will be returned to the bidder unopened. Dallas County will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

5. PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held on Wednesday, July 9, 2003 at 10:00 A.M. in the Dallas County Purchasing Conference Room, Room #623, 6th floor, Dallas, Tx. 75202.
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

6. ECONOMY OF PRESENTATION:

Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the request for proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

7. PROPOSAL OBLIGATION:

The contents of the proposal and any clarification thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

8. IMPLIED REQUIREMENTS:

Products and services not specifically mentioned in this RFP, but whose are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

9. COMPLIANCE WITH RFP SPECIFICATIONS:

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. The vendor's response must coincide with the format of the RFP.

10. WITHDRAWAL OF PROPOSAL:

A vendor may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual as described in Section 3 and 4 above, to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

11. STATUS OF PROPOSAL:

Disposition of Proposal - All proposals become the property of the County and will not be returned to the vendor.

12. DISCLOSURE OF PROPOSAL CONTENT:

Pursuant to Texas Local Government Code Section 262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors. It is Dallas County's intent not to release details of the proposals until all ensuing negotiations have been completed and contractual agreements have been executed.

13. TEST SAMPLES:

Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the product(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.

14. CONTRACTUAL DEVELOPMENT:

CSCD requires a separate contract, incorporating the contents of the awarded proposal and negotiated items upon award of the contract.

This contract will be subject to the availability of State funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, the contract shall be subject to immediate modification, reduction or termination.

15. LOSS, DAMAGE OR CLAIM:

The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgements or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

16. COLLUSION:

The successful vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

17. MONETARY RESTITUTION:

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

18. VENUE:

The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas, and exclusive venue shall be in Dallas County, Texas.
19. CONFLICT OF INTEREST:

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the Vendor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

20. LITIGATION:

Any bidder/proposer who is currently involved, either directly or indirectly with any litigation against or involving Dallas County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

21. PROVISION OF INSURANCE:

1. Within ten (10) days after the Effective Date of this Contract, Dallas County requires and Vendor agrees to furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Vendor shall, in the ten (10) day period shown above, furnish to the Dallas County Purchasing Department verification of the insurance coverage by providing Insurance Certificates in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder. INSURANCE CERTIFICATES MAY BE PROVIDED WITH THE PROPOSALS.

2. The minimum insurance required are as follows:

   a. **Worker's Compensation** insurance or self insured employee coverage in the amount as required by the law of the State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code. In the event that any work is sublet Vendor shall require the sub-vendors similarly to provide Worker's Compensation Insurance for all the latter employees unless such employees are afforded protection by the Vendor. In case any class of employee engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause each sub-Vendor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

   b. **Comprehensive General Liability Insurance including Contractual Liability**, covering, but not limited to, the liability for injury or death of the Vendor's or County's employees and third parties, extended to include personal injury coverage, and for damage to the County's existing property and property of third parties, with the minimum limits for each occurrence of Four Hundred Thousand and 00/100 Dollars ($400,000.00).

   c. **Comprehensive Automotive and Truck Liability insurance** covering Vendor owned, hired and non-owned vehicles, with the minimum limits of Four Hundred Thousand and 00/100 Dollars ($400,000.00) per occurrence for bodily injury and property damages.
3. Vendor agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:
   a. Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
   b. Provide for forty-five (45) days notice to the County for cancellation, non-renewal or material change.
   c. Provide for an endorsement that the "other insurance" Clause shall not apply to Dallas County where County is an additional insured on the policy.
   d. Provide for notice to the County at the address shown below by registered mail.
   e. Vendor agrees to waive sub-rogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
   f. Vendor shall provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

4. Vendor shall notify County in the event of any change in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

5. Approval, disapproval or failure to act by the County regarding any insurance supplied by Vendor shall not relieve Vendor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Vendor from liability.

SELECTION OF VENDOR FOR AWARD

Dallas County may elect to select two separate vendors for this contract. Since the needs of the CSCD and Juvenile Departments who will be utilizing the service requested under this proposal vary in usage and requirements, it is possible that a recommendation for award to two vendors may be made.

Due to the possibility of the award to two vendors, each proposer is encouraged to submit varied pricing based on the possible award of both departments combined and as separated awards.

22. CURRENT CONTRACT INFORMATION

Dallas County currently pays the following amounts for service under the existing contract:

<table>
<thead>
<tr>
<th></th>
<th>Juvenile</th>
<th>CSCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Monitoring</td>
<td>$3.69/Per Unit</td>
<td>$3.62 Per Unit</td>
</tr>
<tr>
<td>Addition for: Monitoring without Phones</td>
<td>$4.00/Per Unit ($7.69)</td>
<td>$4.00 Per Unit ($7.62)</td>
</tr>
</tbody>
</table>
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

Services related to CSCD exclusively and/or optionally available:

Domestic Violence Unit and Monitoring $7.50 per day/unit
Global Positioning Satellite Tracking and Unit $15.00 per day/unit

Optional:

Bat Unit and Monitoring: $2.80 per day/unit
Breath Alcohol Testing and Monitoring $3.50 per day/unit
Voice Verification Monitoring $2.75 per day/unit

CSCD is currently being furnished an additional curfew violation call back service that Juvenile does not receive. For this contract both departments will receive the same services as discussed later in the proposal.

I. PROGRAM DESCRIPTION

Electronic Monitoring has been incorporated into a comprehensive program designed to protect the public from criminal offenders by imposing restrictions on movement. By design, the Community Control Program utilizes Electronic Monitoring equipment insure that the offender complies with all Conditions of Probation. All program participants are placed on daily activity schedules which may or may not include times away from home.

CURRENT AVERAGE USAGES AND TYPES OF SERVICE

CSCD

<table>
<thead>
<tr>
<th>Type</th>
<th>Units</th>
<th>Average Length of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Units</td>
<td>200</td>
<td>180 Days</td>
</tr>
<tr>
<td>Standard Units w/o Phone Lines</td>
<td>20</td>
<td>30 Days</td>
</tr>
<tr>
<td>Domestic Violence Monitoring</td>
<td>20</td>
<td>365 Days</td>
</tr>
</tbody>
</table>

JUVENILE

<table>
<thead>
<tr>
<th>Type</th>
<th>Units</th>
<th>Average Length of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Units</td>
<td>165</td>
<td>34 Days</td>
</tr>
<tr>
<td>Standard Units w/o Phone Lines</td>
<td>21</td>
<td>28 Days</td>
</tr>
</tbody>
</table>

II. ELECTRONIC MONITORING SYSTEM

The vendor shall propose an electronic surveillance system that has the ability of identifying the offender, monitoring his/her presence and detecting unauthorized absences at a specific location.

A. Equipment
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

Each vendor will be afforded the opportunity to demonstrate specifics with regard to the internal operations of computers, transmitters, home monitoring units, etc.

An offsite system is currently in operation. Of paramount concern is the ability of the vendor to demonstrate delivery of prompt and efficient service.

Vendors should respond in the proposal with capabilities of the service/equipment to monitor with or without phone lines. If cellular technology is not available, vendor must supply a cost per unit per day for the provision of downloading service or the installation of phone service. Vendor shall provide daily download service in the event that this is necessary.

B. Service

Regardless of location, Electronic Monitoring Technicians or Service Providers will be expected to perform on short notice and available after normal business hours.

C. Domestic Violence Monitoring (CSCD Department only)

Pricing related to equipment and monitoring operation with victim/domestic violence monitoring must reflect a cost per unit, per day, based upon a seven day per week, 24 hour day and itemize any separate costs between offender equipment/service and victim equipment/service.

Vendor shall also propose an electronic surveillance system that has the ability of identifying the offender and monitoring his/her presence for the purpose of victim/domestic violence monitoring.

D. Drive By Monitoring

Vendor shall propose a Drive By receiver capable of receiving signals generated by any transmitter. Drive by receiver shall receive transmitter events for review. Receivers should be included in the overall per unit per day charge to be furnished to each department in the following quantities:

CSCD - 4 Units
Juvenile - 2 Units

III. CLIENT RECORDS/REPORTS

The vendor shall securely archive all electronic data for the life of the contract. The proposed system for client records/reports shall include, but not be limited to the following:

A. The ability to prevent unauthorized access to data contained in the system.

B. The ability to provide daily printouts by 8:00 A.M. the following day on the activities of each participant.

C. The ability to provide back up data on a daily basis to prevent data loss due to system failure.
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

D. The ability to provide a contingency plan for a back up system in case of a system malfunction or failure.

E. The ability to archive all contact with participants.

F. Submit procedures for various levels of notification to the duty officer for violations.

IV. REQUIREMENTS OF VENDOR

The vendor shall be required to perform the following activities:

A. Train authorized County personnel on the installation and operation of equipment for general familiarization.

B. Installation and disengagement of equipment.

INSTALLATION: Technicians must be available each Monday and Friday on site at the agency for installations and on call any other day of the week for installations. Days are subject to change by the agency.

DISENGAGEMENT: Vendor acknowledges that billing ceases upon agency notification to vendor to disengage equipment not the date the equipment is recovered by a technician.

C. Provide prompt repair or replacement of damaged or malfunctioning equipment at no expense to Dallas County.

D. Provide a set of all necessary tools and supplies for each monitoring location for minor replacement and/or adjustments. This is for Juvenile Department only.

1. Verifying Curfew Violations

Vendor shall have monitoring center personnel call the residence of a program participant in the event of a curfew violation. Curfew violation parameters are determined by Dallas County. The purpose/procedure of the call will be to ask for the participant and document any response received.

Vendor shall also call upon a participants return from a curfew violation. The purpose/procedure of the call will be to ask for the participant and document any response received.

In the event of no answer, a “No Answer” comment will be recorded. Documentation of a “No Answer” will only be allowed after five (5) rings. Receipt of an answering machine, voice mailbox, or busy signal shall be documented as such and not require further action from monitoring center personnel.

Responses received shall be documented, archived, and available for review by the agency upon request for a period of three (3) years beyond the final date of the contract, including all extension options.

F. Appear and testify at any legal proceeding, without additional cost to Dallas County, upon request or in response to a subpoena
V. OTHER SERVICES

FACSIMILE EQUIPMENT

The Community Control Program has traditionally operated utilizing facsimile equipment and supplies provided by the vendor. Dallas County has traditionally furnished telephone lines. Vendor shall provide a toll-free line for communicating information via facsimile. Toll-free lines shall also be provided by the vendor for agency use when contacting the vendor on any monitoring related matters.

Due to the nature of the reports received and the requirement to retain the reports, bond paper facsimile equipment will be required. Two bond paper facsimile machines will be required under this contract. One will be furnished to the Community Supervision and Corrections Department and one for the Juvenile Department.

Since this equipment will be owned by the Electronic Monitoring vendor, it is required that all faculties to maintain and operate the facsimile equipment (toner cartridges, toner drums and maintenance service) must be furnished by the vendor.

Average daily use of machines:

CSCD: 300 transmissions daily
Juvenile: 125 transmissions daily

VI. PAGERS AND CELLULAR TELEPHONES

The Community Control Program has traditionally operated with the use of pagers and cellular telephones furnished by the vendor.

CURRENT CELLULAR REQUIREMENT

Cellular phones will be furnished to each department in the quantities listed below at no additional cost. All cost of the equipment must be included in the per unit per day cost. Cellular Phones with unlimited local usage minutes of anytime air time per phone per month. Cellular phones must include base chargers and automobile charging adaptors. Replacement batteries and phones must be furnished as needed.

CSCD 8 Cellular Phones
JUVENILE 1 Cellular Phones

Upon adding additional staff, extra equipment would be required.

CURRENT PAGER REQUIREMENT

Pagers will be furnished to each department in the quantities listed below at no additional cost. All cost of the equipment must be included
in the per unit per day cost. Replacement batteries and pagers must be furnished as needed.

CSCD: 7 Pagers
JUVENILE: 2 Pagers

VII. PRICE QUOTATIONS

A. All pricing quoted must include all cost elements including warranty, insurance, shipping and handling for each specific type of monitoring services proposed.

Pricing must reflect the cost per unit, per day, based upon a seven day per week, 24 hour per day monitoring operation for each type of service monitoring proposed. Specifically, the pricing must clearly define the cost for standard monitoring services using cellular technology. The per day cellular cost should be broken down into its individual components, i.e., cellular equipment, monitoring services, etc.

B. Pricing quoted must be guaranteed for a one year contract period beginning September 1, 2003 through August 31, 2004. Upon mutual agreement and Dallas County Commissioners Court approval, this contract may be extended for up to four (4) additional one year periods. The pricing negotiated upon each renewal must also be guaranteed for the full one year contract period.

C. Proposed pricing must be for units actually in use on a per day, per unit basis.

D. Dallas County is exempted from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.

VIII. INVOICES:

Original and one(1) copy of the itemized invoices shall be sent directly to the originating department. Invoices will be separated by Program/Service as determined by the individual agency. Currently CSCD receives the invoice in four sections: Electronic Monitoring, Domestic Violence, Sex Offender and Work Release. Each section indicates the units without phone service separately. Juvenile receives the invoice in two sections: Standard Electronic Monitoring and Monitoring without Phone Service.

Invoices should be sent to the following addresses:

Dallas County Community Supervision and Corrections Department
Frank Crowley Courts Building
Attention: Ron Goethals
133 N. Industrial Blvd., 9th Floor
Dallas, Texas 75207

Dallas County Juvenile Department
Henry Wade Juvenile Justice Center
Attention: Ben Wise
2600 Lone Star Drive
Dallas, Texas 75212.
IX. REFERENCES

MONITORING PROGRAMS

Vendor shall submit a list of references with a minimum of three (3) which includes current and/or past customers.

At least two (2) of the references shall be customers who are using or have used the equipment and monitoring services proposed in your response to Dallas County.

References Must Include:

- Name of the Agency
- Name of the Contact Person
- Contact Person's Phone Number
- Type of Equipment Utilized
- Type of Monitoring Provided

If any aspect of the equipment proposed is new to the market, vendor shall provide documentation of equipment field testing, to include the name and telephone number of agencies participating in field testing.

MONITORING CENTER MANAGER AND STAFF

Provide a resume of the Monitoring Center Manager and each staff member which will participate in the Dallas County contract.

10. EVALUATION CRITERIA

Dallas County reserves the right to use the optional services in the final determination of award. All proposals will be evaluated by a committee comprised of seven individuals representing the following:

- Juvenile Department (3)
- Community Supervision and Corrections (3)
- Dallas County Purchasing Department (1)

Minority/Women Business information will be evaluated by the Dallas County Minority/Women Business Coordinator.

The committee will evaluate each proposal based on the contents of the proposal utilizing the following evaluation criteria. Proposals should be prepared to directly respond to each section of the evaluation criteria.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cost for Services Described</td>
<td>0-40</td>
</tr>
<tr>
<td>and Optional Services Selected</td>
<td></td>
</tr>
<tr>
<td>B. Program Design</td>
<td>0-25</td>
</tr>
<tr>
<td>1. Equipment</td>
<td></td>
</tr>
</tbody>
</table>
DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2003-115-1360

2. Reports
3. Training of Staff
4. Archival System/Security
5. Scheduling Flexibility

C. Response Time 0-15
   1. Installation
   2. Disengagement
   3. Repair/Replacement

D. Experience 0-5
   1. Years of experience providing electronic monitoring services to governmental agencies.

E. Minority/Women Participation/Representation 0-15

Dallas County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities in the best interest of the County.
June 9, 2003

MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: Rationale for Same Date Briefing and Court Order
          Consent to Resale of Tax Foreclosed Properties at 727 and 601 Ranchview Drive, Irving, Texas

On November 12, 2002, the City of Irving advertised the subject properties for sale via a sealed bid procedure. Since that date, the City has been waiting for the Carrollton-Farmers Branch Independent School District ("CFBISD") to consent to the sale of the properties to the highest bidder. The school board for the CFBISD consented to the sale of these properties to the highest bidder on June 5, 2003. Since seven months have elapsed since the bid opening date, the City has requested Dallas County consent to the sale of these properties to the highest bidder at its June 17, 2003 meeting. This will allow the City to place this item on its June 19, 2003 City Council Agenda.

In order to avoid additional delay in awarding these bids to the highest bidder, we have placed the Court Order on today’s Formal Agenda.

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

MyDocuments: /DTAX/ Rationale ltr Ranchview Irv
MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner, District No. 4

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

SUBJECT: Consent to Resale of Tax Foreclosure Properties by the City of Irving

- City of Irving vs. Triland 1988, Inc., Cause No. 93-40801-T/G
  727 Ranchview Dr., Irving, DCAD Account No. 65-005031010014100, 0.202 Ac.
- Carrollton-Farmers Branch I.S.D. vs. Triland 1988, Inc., Cause No. 91-40035-T/H
  601 Ranchview Dr., Irving, DCAD Account No. 65-005031010014000, 1.103 Ac.

BACKGROUND OF ISSUE

This matter was briefed to the Commissioners Court on January 14, 2003; however, was placed on hold pending Carrollton-Farmers Branch Independent School District’s (“CFBISD”) decision to consent to the sale of the property at 601 Ranchview Drive. The CFBISD subsequently consented to the sale of the properties to the highest bidder at its June 17, 2003 meeting. This will allow the City to award the bids to the highest bidder at its June 19, 2003 city council meeting. Below is a recap of the briefing.

The above captioned properties were struck off to the City of Irving (“City”), et al by Sheriff’s Deeds recorded in Volume 94201, Page 3071 and Volume 2001207, Page 03332, Deed Records, Dallas County, Texas. The properties were struck off for a total combined judgment amount of $47,048.30, which included judgments in favor of the various taxing entities.

The properties are narrow, triangular shaped and are located between a newly developed subdivision and Ranchview Drive in the southwestern section of the Valley Ranch development in north Irving. The properties are encumbered by various easements (i.e. Dallas Water, Irving Water, Oncor Electric, Lone Star Gas, and a fiber optic line). The presence of these utilities, the un-level topography, and the odd shape of the tracts will impede the development of the properties.

The properties were declared surplus to the City’s needs and the City offered the properties for sale through a sealed bid sale. The sealed bid sale was advertised pursuant to Section 272.001(a) of the Local Government Code and opened November 12, 2002. A single bid of $100.00 each was received from the Valley Ranch Master Association on the subject properties. The City is requesting Dallas County consent to the sale of the properties pursuant to Section 34.05(i) of the Tax Code. The Carrollton-Farmers Branch I.S.D. School Board consented to the sale of the property at 601 Ranchview at its June 5, 2003 Board Meeting. The CFBISD was not named as a party to the Judgment on 727 Ranchview Drive; therefore, no consent is required from the CFBISD on this property.

411 Elm Street, 4th Floor
Dallas, Texas 75202
(214) 653-7151
IMPACT ON OPERATIONS AND MAINTENANCE

Currently these properties are tax exempt. Acceptance of the bids will return the properties to the tax rolls thereby increasing tax revenue. Ownership of the properties by the homeowners association will provide attractive maintenance of these properties as opposed to the minimal level of maintenance by the City. It will also provide a location for the construction of an attractive brick-screening fence between the newly constructed subdivision and the commercial development, and it will eliminate a maintenance cost to the City of approximately $916 per year.

LEGAL INFORMATION

Section 34.05 of the Tax Code, Resale by Taxing Units, allows the taxing unit that purchased the property to sell the property at a private sale for an amount less than either the aggregate amount of the judgments against the property or the market value of the property as stated in the judgment of foreclosure with the consent of each taxing unit entitled to receive proceeds of the sale under the judgment. Pursuant to Section 34.05(i), the City is seeking consent to the sale of the properties at the bid price of $100 each.

FINANCIAL IMPACT/CONSIDERATIONS

In summary the bid on 727 Ranchview Drive of $100.00 is $1,799.64 less than the judgment amount (struck off amount) of $1,899.64. The base amount due Dallas County in the judgment is $589.64 (89-93).

The bid on 602 Ranchview Drive of $100.00 is $45,048.66 less than the judgment amount of $45,148.66. The base amount due Dallas County in the judgment is $5,878.73 (1988-96). The proceeds from the sale will be applied to the City's cost of advertising the properties for sale.

<table>
<thead>
<tr>
<th>Tax Account No.</th>
<th>Street Address</th>
<th>Judgment Amount in Sheriff's Deed</th>
<th>Judgment Cause No.</th>
<th>Court Cost</th>
<th>Base Amount Due County</th>
<th>Amount Of Bid</th>
<th>Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>65-005031010014100</td>
<td>727 Ranchview Dr.</td>
<td>$1,899.64</td>
<td>93-40801-T-G</td>
<td>$913.63</td>
<td>$589.64 (89-93)</td>
<td>$100</td>
<td>Valley Ranch Master Association</td>
</tr>
<tr>
<td>65-005031010014000</td>
<td>601 Ranchview Dr.</td>
<td>$45,148.66</td>
<td>91-40035-T/H</td>
<td>$2,834.29</td>
<td>$5,878.73 (88-96)</td>
<td>$100</td>
<td>Valley Ranch Master Association</td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) consent to the award of the bids received by the City of Irving of $100.00 each from the Valley Ranch Master Association for the tax foreclosed properties located at 727 and 601 Ranchview Drive, Irving, even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the property, and (2) authorize the City of Irving to act on behalf of the Dallas County, the Dallas County Community College District, the Parkland Hospital District and the Dallas County School Equalization Fund in the sale and execution of a Quitclaim Deed of said tax foreclosed properties.
Due to time constraints, this matter has been placed on today's formal agenda.

APPROVED BY:

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

xc: DeMetris Sampson, Attorney, Linebarger, Goggin, Blair &amp; Sampson, LLP
    David Childs, Tax Assessor/Collector
June 11, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: Request to Retain Vehicle Scheduled for Surplus

BACKGROUND

In April of 2002, the Commissioners Court approved the creation of the Office of Security and Emergency Management (OSEM). Court Order 2002-749 authorized a Director of Security and Emergency Management position and a Security and Emergency Management Trainer/Planner position. The Court Order also authorized the deletion of one (1) Assistant Fire Marshal position.

The Trainer/Planner position, Chief of Security, Fire Marshal and two (2) Assistant Fire Marshals are each assigned a vehicle. Upon the deletion of one (1) Assistant Fire Marshal position, OSEM was required to return the surplus van to ASC.

IMPACT ON OPERATIONS

The OSEM is authorized two (2) vans for the Assistant Fire Marshals. The Fire Marshal, Trainer/Planner and Chief of Security have sedans.

OSEM has requested that they be allowed to retain the surplus vehicle as a spare to be used by the Assistant Fire Marshals and Fire Marshal. The Assistant Fire Marshals utilize their vans for daily operations. These vehicles are used to store their fire fighting gear, tools, supplies and additional equipment.

The surplus van would be used when one of the vehicles used by OSEM is out of service.

FINANCIAL IMPACT/CONSIDERATIONS

Dallas County policy allows the Sheriff’s Office and ASC to maintain vehicles to be used by County departments when their vehicle is taken in for service. Currently, ASC have five (5)
Crown Victorias and one (1) 15 passenger van available for loan when vehicles are in for repair. The addition of the cargo van would provide additional flexibility to ASC's loaner fleet.

**RECOMMENDATION**

The Office of Budget and Evaluation does not recommend that the Court approve the request by the Office of Security and Emergency Management to retain an additional vehicle that has been designated for surplus. The Office of Budget and Evaluation recommends that the cargo van be turned into ASC and that it be designated as a loaner vehicle for use by all departments in need of a cargo van.
May 29, 2003

To: Ryan Brown, Director, Office of Budget and Evaluation

From: Danny "DJ" Chandler, Director, Office of Security and Emergency Management

Subject: Request to Retain Vehicle Scheduled for Surplus

BACKGROUND

1. The Fire Marshal Office (FM) recently downsized its operation from four positions and vehicles to three. The fourth vehicle* has not been transferred to surplus and this office is requesting to retain it to be used as a spare. The following is a list of the vehicles currently assigned to the FM.

<table>
<thead>
<tr>
<th>Vehicle Number</th>
<th>Description</th>
<th>Make</th>
<th>Year</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>RK-008*</td>
<td>¾ Ton Van</td>
<td>Chevrolet</td>
<td>95</td>
<td>112,218</td>
</tr>
<tr>
<td>Rk-009</td>
<td>1 Ton Van</td>
<td>Chevrolet</td>
<td>97</td>
<td>106,890</td>
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<tr>
<td>RK-010</td>
<td>1 Ton Van</td>
<td>Ford</td>
<td>01</td>
<td>56,490</td>
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<tr>
<td>RK-011</td>
<td>Sedan</td>
<td>Ford</td>
<td>01</td>
<td>26,700</td>
</tr>
</tbody>
</table>

2. The Assistant Fire Marshals (AFM) utilizes vans for their daily operations. These vehicles accommodate their fire fighting gear, tools, supplies and equipment. Without the benefit of a spare vehicle an (AFM) is relegated to office duty or doubling up with another AFM when they leave their vehicle for service or repair. It's not uncommon for a vehicle to be out of service for several days. The FM is assigned a four-door sedan. They too are in need of backup vehicle.

3. A smaller workforce requires greater efficiency to accomplish the workload measures set for this department. Approval of this request will assist by:
   A. Reducing downtime of AFM
   B. Minimizing the time required to transfer equipment, tools, etc. from the serviced vehicle to the basement of the ND-Sub Court House, 3rd floor Records Building or other storage locations.
   C. Decreases the response time when all AFM are required to respond to after hour callbacks.

4. This request can be accommodated within our current operating budget. No new funds are requested. If needed, this department can identify funds from this year's budget to offset any proceeds realized from the sale of the above listed vehicle at auction.

1 Court Order No. 2002-749
June 11, 2003

To: Commissioners Court

From: Ryan Brown
Budget Officer

Subject: Requests for Exceptions to the 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 hiring freeze exception requests from Judge Sepulveda, Precinct 5-1, the J.P. Collections Center, the District Clerk’s Office, and the District Attorney’s Office. The purpose of this briefing is to make recommendations on these requests.

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

Justice of the Peace Precinct 5-1 (Judge Sepulveda)
Judge Sepulveda is authorized nine full-time positions (1 grade C chief clerk, 1 grade 7 bookkeeper, and 7 grade 5 clerks). Effective June 6, 2003, one grade 5 clerk position became vacant. Judge Sepulveda is requesting an exception to the hiring freeze to replace a vacant clerk position. Under the hiring freeze requirements, this results in 15 weeks of vacancy obligation.

Judge Sepulveda indicates that leaving the position vacant for 15 weeks would create a hardship on the court. The primary responsibilities of the vacant position includes: providing customer service at the counter, receiving and processing both traffic and hot check cases. It is expected that by the time the position is posted and filled the current vacancy would have full-filled 2-3 weeks of the obligation for J.P Precinct 5-1. This request will allow the position to be filled approximately thirteen weeks early. Through the second quarter, Judge Sepulveda’s court has generated $45,515 in net revenues.

The Office of Budget and Evaluation recommends an exception to the hiring freeze.
**J.P. Collections Center**

The Collection Center is authorized eight full-time positions (1 grade C chief clerk, 2 grade 7 bookkeeper, and 5 grade 5 clerks). Also, the department utilizes two temporary clerks. The Chief Clerk of the Collections Center is requesting authorization to extend the two temporary positions through the end of the year and one additional temporary clerk to assist with the backlog. The department was granted an exception for continued use of their two temporary clerks as part of the March 11, 2003 briefing. However, funding for the extension of these temporary positions was not included in the approval.

The Chief Clerk indicates that due to the increase in volume of work a backlog has compiled in the office. Also, that without the temporary clerks the Collections Center would fall further behind. The primary responsibilities for the two temporary clerks include preparing the defensive driving packets, case jackets for warrants to be transferred to the court of origin, and assist with incoming telephone calls. The Chief Clerk is requesting one additional clerk to process the DL-18 Convictions. The law requires that the forms be completed and sent to Austin within one month of payment for all moving violations. It was anticipated that the process would be automated, which has not occurred. Data Services has been contacted and is working on the programming of automating the process. However, the reporting of the convictions have not been processed since January 20th. Until the system is automated the Chief Clerk needs a temporary clerk immediately to complete and submit these forms to Austin.

The JP Collections Center has received year-to-date 43,553 traffic citations and collected $1,411,768. During the month of May the Collections Center receipted $309,837 in revenue, which reflects an 11% increase in revenue receipted from the previous month. The Collections Center receipts daily, an average of $16,000. This amount does not include what is collected at the Justice of the Peace Courts.

The estimated cost to continue funding the two temporary clerk positions is $23,800, which includes $4,800 to cover the extra help overrun amount and funding through the end of this fiscal year. An additional $4,800 is requested to fund the third temporary clerk through the end of the year. The total cost of the three temporary clerks request is $28,600.

**District Clerk**

The District Clerk’s Juvenile Collections Division has four approved positions; one grade 8 clerk, two grade 6 clerks, and a Collection Officer, grade C. The current Collections Officer recently turned in his two weeks notice. The Collections Officer serves as the supervisor of the division, which is located at Henry Wade. In addition to supervising the other employees, the Collections Officer oversees daily deposits, processes the budget, initiates contempt proceedings, and approves and prepares requests for refunds, among other tasks.

The District Clerk’s Juvenile Collections Division is projected to collect approximately $800,000 in FY03. Without a Collection Officer, this number could be seriously reduced. If an exception to the hiring freeze is granted and the position is filled internally leaving a new position vacant, the Office of Budget and Evaluation recommends that the District Clerk submit a new exception request that can be evaluated on its merits.

The Office of Budget and Evaluation recommends an exception to the hiring freeze.
District Attorney's Office
The District Attorney's Office is authorized 80 attorney positions in the felony and misdemeanor trial divisions. Since the implementation of the hiring freeze in March, eight (8) attorneys have resigned. The District Attorney is requesting an exception to the hiring freeze for these positions.

Since most of these positions are assigned to the felony division, the District Attorney's Office has made the decision to re-assign individuals working in the misdemeanor courts to vacant slots in the felony courts. These individuals have been working as lead prosecutors in a misdemeanor court and would be expected to be promoted to a felony position when it becomes available. The individual is performing the work, but has not received additional compensation. The result is that most of the felony courts have three prosecutors, while the misdemeanor courts absorb the vacancies.

Case filing information for the misdemeanor and felony courts for the first six months of the fiscal year indicated that felony case filings were consistent with the level from prior years and misdemeanor filings were down by approximately 2,500 from the previous year. The District Attorney asked the Office of Budget and Evaluation to review filings for April and May to see if the trend observed at mid-year had changed.

Based on filings through May 2003, felony filings continue to be at historical levels. Filings through May 2002 were 17,838 compared to 18,338 in May 2003, an increase of 500. In the misdemeanor courts, filings were 34,057 through May 2003. Through May 2002, filings were 36,708, or a 2,600 case decrease. The decrease is more dramatic when compared to May 2001 at 41,024, a 6,900 case decrease. Based on this information, it does not appear as if there has been a shift in the filing trend in the felony and misdemeanor courts.

The Office of Budget and Evaluation does not recommend an exception to the hiring freeze for the District Attorney's Office. As an alternative, the District Attorney has the option to utilize funds from his hot check account to cover the cost of these positions during the 15 week period. For example, the cost of an Attorney III for 15 weeks is $19,000. The estimated cost to fill all of the current vacant trial positions is $130,000. The District Attorney currently has over $1 million in the hot check account.

Under the prior administration, the hot check account was used to pay salary supplements to certain employees. After the implementation of the attorney salary plan, Mr. Hill suspended this practice and decided not to use this fund for salaries. However, the Office of Budget and Evaluation suggests that this short-term, interim funding of positions related to the hiring freeze is an appropriate use of the hot check account for salaries. The statute defining the use of the hot check account (Code of Criminal Procedure Art. 107.007(f)) simply states that expenditures “shall be at the sole discretion of the attorney and may be used only to defray the salaries and expenses of the prosecutor's office, but in no event may the county attorney, district attorney, or criminal district attorney supplement his or her own salary from this fund".
Financial Impact
The savings realized from holding the positions 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>Justice of the Peace 5-1</td>
<td>Clerk</td>
<td>5</td>
<td>8,248</td>
</tr>
<tr>
<td>JP Collections Center</td>
<td>Temporary clerks</td>
<td>5</td>
<td>28,600</td>
</tr>
<tr>
<td>District Clerk</td>
<td>Collection Officer</td>
<td>C</td>
<td>12,376</td>
</tr>
<tr>
<td>District Attorney</td>
<td>Attorney</td>
<td>Various</td>
<td>130,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$179,224</strong></td>
</tr>
</tbody>
</table>

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

Justice of the Peace (Judge Sepulveda) Recommends exception be granted.
JP Collections Center (temporary clerks) Recommends exception be granted.
District Clerk Juvenile Collections Recommends exception be granted.
District Attorney Recommends no exception be granted.
The District Attorney could use funds from his hot check account to pay for the cost of the positions.
Ronica, Watkins - exception

From: Carolyn Selman
To: Ronica Watkins
Date: Fri, Jun 6, 2003 11:32 AM
Subject: exception

I am requesting an exception to the hiring freeze. One of my clerks has taken a teaching position and today will be her last day. She does not have any accrued vacation or comp time. Leaving that position vacant would create a hardship on this court. Last month our office received 917 traffic cases, 381 da checks, 167 regular checks and issued 345 fta warrants. The clerk in the vacated position is responsible for entering both traffic cases and da checks and also waiting on the counter accepting pleas and collecting money for fines and court costs. Without filing this vacancy as quickly as possible both the county and the court will suffer as this position is a revenue generating position.

Thank you in advance for your consideration.

Sincerely,

Carolyn Selman
Chief Clerk
JP 5-1
From: Phylis Vermillion
To: Ronica Watkins
Date: Wed, Jun 11, 2003 9:19 AM
Subject: request for temporary help

Due to the increase of work, which has caused a back-log on every desk in this office, we are requesting an extension for temporary help until the end of the year. Also, I am requesting an additional temporary employee to help with this back-log and to primarily process DL-18s to Austin which are back-logged from January 20th, 2003.

Thank You
Phylis Vermillion
BACK LOG FOR JP CENTRAL COLLECTION

PAYMENT ARRANGEMENT LETTERS TO BE PROCESSED FROM 5/5/03 403

DEFENSIVE DRIVING PACKETS TO BE PROCESSED FROM 5/19/03 468

RETURNED DEFENSIVE DRIVING PACKETS TO BE PROCESSED 5/22/03 400

DEFERRED ADJUDICATION PACKETS TO BE MAILED 5/23/03 200

RETURNED DEFERRED ADJUDICATION PACKETS TO BE PROCESSED 22

NOT GUILTY PLEAS TO BE PROCESSED 5/28/03 63

NOT GUILTY PLEA WAIVERS TO BE MATCHED AND SENT TO COURT 5/28/03 52

NOT GUILTY COMPLAINTS TO BE MATCHED TO CASE AND SEND TO COURT 200

CONVICTIONS- FROM JANUARY 20TH, 2003- THESE ARE SERIOUSLY BEHIND AND I HAVE NO ONE TO WORK THEM

I CAN NOT COUNT THE WARRANTS THAT ARE READY TO PROCESS- THERE ARE APPROXIMATELY 1200 READY FOR LABELS TO BE PULLED, JACKETS MADE, AND WARRANT VERIFIED. BELOW ARE THE NUMBERS FOR THE MONTH OF MAY 2003.

NOTICES GENERATED--------4,572 MAILED DAILY

WARRANT NOTICES GENERATED-----3,227------HELD 15 DAYS, VERIFIED THEN MAILED

WARRANTS GENERATED--------3,227 MOST OF THESE ARE WAITING TO BE MATCHED WITH COMPLAINTS

COMPLAINTS WAITING TO BE MATCHED WITH Warrants--------903
To: Ryan Brown, Budget Officer
From: Jim Hamlin, District Clerk
Subject: Exception to the Hiring Freeze

BACKGROUND
The District Clerk took over Juvenile Collections in FY 1996 at the request of the District Judges. Since assuming this function, Juvenile Collections have increased from $154,000 in FY 1995 to $792,800 in FY 2002 without increasing the number of staff.

This section of our Juvenile Operations is authorized one grade 8 clerk, two grade 6 clerks and one Collections Officer, grade C, who serves as the supervisor. All four positions are revenue generating. The Collections Officer, grade C, recently turned in his two weeks notice. His last day with our Department will be June 13, 2003, and we would be able to fill his position after benefits run-off on June 25, 2003.

OPERATIONAL IMPACT
The Collections Officer serves as the supervisor of the section as well as monitors accounts and prompts sending of letters where necessary, acts as Liaison for Collections and Court, oversees daily deposits, processes the budget, initiates contempt proceedings, issues citations, notices and writs of attachment for contempt docket, oversees payments of restitution to victims, processes necessary paperwork to contest bankruptcy proceedings, initiates drag checks for collection of District Clerk Court costs from Escrow account, approves and prepares requests for refunds.

Should this position remain open, that would leave one less person available to initiate collections on behalf of Dallas County resulting in a decrease in overall revenue collection.

RECOMMENDATION
The District Clerk recommends approving an exception to the hiring freeze for the hiring of a Collections Officer, grade C. It is our hope and desire to fill this position via promotion should a qualified candidate from within our Department or Dallas County apply for the position. Should we promote from within, we would like to ask in advance for an exception to the hiring freeze to fill whatever Juvenile Collections positions may become available due to their extreme importance in collecting fees and fines from Juveniles and increasing revenue for Dallas County.
June 9, 2003

TO: RYAN BROWN
FROM: KIMBERLY KEY GILLES
RE: HIRING FREEZE EXCEPTION

Request is hereby made for an exception to the hiring freeze for the trial division (Felony and Misdemeanor Courts) of the District Attorney's Office. The Misdemeanor and Felony courts have a total of eighty (80) attorney positions. Thirty-three (33) of these positions are assigned to the Misdemeanor Courts and forty-seven (47) are assigned to the Felony Courts. Since the date of the freeze, eight (8) trial attorneys have resigned and their positions are frozen. This is an average of four (4) trial court attorneys per month. Additionally one (1) trial attorney is out on maternity leave. This means a total of 10% of our trial staff is missing. The first date that we can fill one (1) trial attorney position under the freeze will be July 28, 2003. By that time, however, it is projected that we will have had eight (8) additional resignations by trial attorneys. The next trial attorney vacancy can not be filled until August 23, 2003. The figures provided do not include the attorneys who have resigned from sections of the office such as Child Abuse, Appellate and Juvenile. We have had five (5) attorneys resign from these sections and have three (3) attorneys out on maternity leave from the sections.

Trials and pleas in the Misdemeanor courts are suffering due to lack of staff. We have transferred trial attorneys within the Misdemeanor and Felony trial sections in an attempt to cover the shortages. There are simply no more people left to move as the Misdemeanor courts now have only two prosecutors per court instead of three. In five of those courts, one of these two lawyers is a volunteer (outside) attorney assisting our office through the "lawyer on loan" program. All five of these lawyers began their three-month commitment to the office last week. Although, they have never tried a criminal case and are unfamiliar with the proper recommendations for plea bargaining on criminal cases, they represent one half of the staff assigned to five of the misdemeanor courts. Many cases are being passed due to the inability of these volunteer lawyers to dispose of cases. In those Misdemeanor courts where two trained county-employed prosecutors are assigned, many cases are being passed to a later date anytime the court prosecutors are in trial. When the two prosecutors are in trial there is no third prosecutor available to dispose of all the other cases set on that day's docket. There is no attorney available to prepare the case set for trial the next day or the next week. The rotation of prosecutors (two in the courtroom while the third prepares the next day's trials) is the only way to ensure any state of readiness for trial and the resulting disposition of cases. We are concerned about the effect on the jail population and the collection of fines for these cases. Additionally, there is no attorney available in any of the misdemeanor courts to answer the phone calls of victims and witnesses who call our office when the two prosecutors are in trial. The only secretary assigned to the entire Misdemeanor division has also resigned and her position is frozen until October 2003. Additionally, three of the Misdemeanor courts do not have Investigators. One Investigator position is frozen, one is out on maternity leave and one is out on military leave. We have also been advised by two other
investigators that they believe they will be offered Investigator positions in a neighboring county within the next two weeks and that they will be accepting those offers. When a court does not have an investigator, there is no one to route the cases for trial or to find the additional witnesses often needed to successfully prosecute the case. Investigators from other Misdemeanor courts are currently assisting the courts with no Investigator staff, handle their own court, AND are covering the phones and witness contacts for the Misdemeanor prosecutors.

A request is made to work out a reasonable solution to this problem, allowing us to properly represent the victims of crime in trial and to properly dispose through plea bargaining those cases that do not need a trial. We are unable to properly perform either of these functions at this time due to the hiring freeze.
June 11, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Ronica L. Watkins, Senior Budget and Policy Analyst

SUBJECT: Truancy Courts Judges Request

Background

In May 2002, the Commissioners Court entered into an Interlocal Agreement with the City of Dallas creating two Specialized Truancy Courts. The Agreement allowed for the appointment of two full-time Truancy Court Associate Judges who work under the direction of the Chief Administrative Judge, Jay Robinson, and through the guidance of the Truancy Coordination Board. The Truancy Coordination Board which was established under the agreement includes the following members: Commissioner Mike Cantrell, Judge Margaret Keliher, Council member Leo Chaney, Judge Cheryl Shannon, Judge Jay Robinson, and H. B. Bell of D.I.S.D.

Senate Bill 358 passed during the 78th Legislature and will become effective September 1, 2003. Senate Bill 358 establishes the Truancy Courts as a constitutional county court. Therefore, the Interlocal Agreement with the City of Dallas will be terminated at the end of FY2003. The purpose of this briefing is to request authorization to create three Dallas County Truancy Court Judges positions.

Operational Impact

One of the provisions of SB358 is that the County Judge may appoint one or more full-time magistrates to hear truancy cases. The appointment of the magistrates is subject to Commissioners Court approval. The Truancy Coordination Board met on June 9, 2003 and agreed on target dates for the transitioning of the truancy courts from the City of Dallas to Dallas County and the termination of the Interlocal Agreement. It is anticipated that the third truancy court will be up and running by September 1, 2003, and a Magistrate appointed, trained and started by mid September to hear all new cases filings. D.I.S.D. has agreed to file all of the new cases in the third Truancy Court beginning September 1, 2003. The Truancy Coordinator is in the process of hiring the staff for the third court. It is expected that the staff will be trained and prepared to accept the new filings by the target date.
The remaining two Truancy Courts will continue hearing cases through the end of August. The month of September will be utilized by the truancy courts to close out all outstanding municipal cases, inventory the files and dispose of all cases. The two Truancy Courts will be transitioned to Dallas County courts effective October 2003.

Financial Impact

There is no additional financial impact to Dallas County. Currently, Dallas County pays the Truancy Court Judges salaries and benefits, court detention, prorated Auditor costs, armored car, and other miscellaneous costs associated with operating a City Court as part of the Interlocal Agreement with the City of Dallas. Termination of the contract will no longer require Dallas County to pay a quarterly payment to the City of Dallas in the amount of $61,761. The three magistrates will become Dallas County employees and their salaries will be budgeted in the Truancy Courts FY2004 Budget. Currently, the Truancy Court Judges salaries are equivalent to a Justice of the Peace.

Recommendation

The Office of Budget and Evaluation recommends authorizing the creation of three new Truancy Court Magistrates. The proposed positions will require the Human Resources/Civil Service Department review for the appropriate classification and submitted to the Civil Service Commission for approval. The total authorized staffing for the Truancy Courts including the third truancy court will be twenty positions. The Magistrates were included as authorized positions as part of the FY2003. However, payment of their salaries was through the professional service line item to the City of Dallas. Funding for the Magistrates will be included under the appropriate line item as part of the FY2004 Budget and does not require any additional funding at this time.
June 17, 2003

MISCELLANEOUS

1) **DISTRICT CLERK** - requests approval for Dallas County to enter into an agreement with Accurint Online Skip Tracing Service on behalf of the District Clerk’s Office. Accurint’s service provides current phone numbers, active addresses, etc., at a cost of 25 cents per search versus our current service charge of $1.86 per search. This service will be used by Felony Collections, Juvenile Collections, and Trust/Accounting and funds have been budgeted for this activity.

2) **DISTRICT COURT ADMINISTRATION** - requests approval for:
   
a) the use of courtrooms (Aux. 1 Courtroom 354-4th floor, 160th District Court-4th floor, 101st District Court-3rd floor, and Aux. 1 Room 434-4th floor) in the George Allen Building for the Strasburger & Price Mock Trial Competition on Saturday, July 21, 2003 at 8:00 a.m. until 4:00 p.m.

b) reduced cost for parking authorized at the juror rate of $3 per day at the George L. Allen, Sr. Courts Building Underground Parking Garage for Wendy Lamond law student who will be working pro bono in the 134th District Court for the summer as a law clerk intern beginning June 9, 2003 through July 2003.

3) **FACILITIES MANAGEMENT DEPARTMENT** - requests authorization to perform minor interior modifications to the South portion of the Old Juvenile Administration building at 4711 Harry Hines. The current occupants will then be relocated to the modified portion of the facility. Estimated cost for the modifications is $5,000, funds are available in Fund 00126 Permanent Improvements, 08130 Building Improvements and Land, 2003 FY2003, 70038 Project-Miscellaneous Building Alterations.

   (Please Refer to Information Item No. 3)

4) **OFFICE OF BUDGET & EVALUATION** - requests approval for transfer of funds to Constable, Precinct 1A. The Office of Budget & Evaluation only budgeted three months’ worth of salary and benefits for Constable Bagby. As a result, Constable Bagby’s expenditures have gone over budget. It is recommended that $77,982 be transferred from Fund 9940 Reserves and Contingency, 1020 Salaries-Assistants to cover Constable Bagby’s salary.
5) **DATA SERVICES** - requests to replace the broken Access Card Reader #13 located on the 3rd floor of the Records Building. It is an obsolete device and must be replaced with a new unit. Total cost is $1,000 to be installed by their current vendor for maintenance of access card readers. Funding will be from within budget. Recommended by the MIS Director.

6) **PUBLIC DEFENDER** - requests authorization to purchase furniture and equipment for Public Defender positions added during this year. The Public Defender has added six positions during FY 2003. Due to limited space in the Public Defender’s office, Chief Public Defender Jeanette Green would like to move the Family Law attorneys into space at the George Allen Courts Building. This will allow attorneys at Crowley to use existing office space and furniture, without the need to purchase additional furniture. The cost of providing needed furniture at George Allen for six attorneys is $5,702. Recently, the Commissioners Court authorized an additional Public Defender in the Juvenile Courts. This portion needs office furniture at a cost of $1,203. Finally, an attorney recently left that was using personal furniture in his office. The cost to replace this furniture if $1,053. Funding is available from the reduction in court appointed attorney payments created with the additional Public Defender additions. The Office of Budget & Evaluation recommends the purchase of this furniture using the funds available in the Miscellaneous Court Costs budget, for a total of $7,958.

7) **HEALTH & HUMAN SERVICES** - requests permission to rescind Court Orders 2002 2280, 2003 0071 and 2003 562 and approve the amended professional contract with Willard Stimpson, David Barksdale & the Resource Center of Dallas.

(Please Refer to Information Item No. 6)

**TRAVEL REQUESTS**

8) **DISTRICT CLERK** - requests approval for Jim Hamlin to attend the National Association of Counties Conference in Milwaukee, Wisconsin on July 10-16, 2003: $1,597 is available in General Fund, District Clerk Department, Business Travel Account, FY Budget 2003, (00120.4020.04010.2003).

9) **SHERIFF’S DEPARTMENT** - requests approval for:

   a) Sgt. Nancy Beggs, Deputy Evans, Deputy Trout, and Deputy Mundy to attend an Intoxilizer School in San Antonio, Texas on June 22-27, 2003 and use of a County vehicle with gas credit cards and no other expense to Dallas County.

   b) Charles E. Beran to attend an Annual Institute of Alcohol and Drug Studies for Training and License Renewal in Austin, Texas on July 20-25, 2003: $1,048 is available in CJAD Grant, Sheriff’s Department, Travel Training Account, FY Budget 2003, (01100.3151.2460.2003).
10) **CONSTABLE, PRECINCT 5** - requests approval for:

a) Larry A. Waller to attend a Leadership Seminar Class presented by the Texas Justice Court Training Center in Waco, Texas on June 27-28, 2003 and use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

b) Larry A. Waller to attend a Faculty Development Seminar in San Antonio, Texas on July 13-16, 2003 and use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

c) Larry A. Waller to instruct a Civil Law Up-date for the North Texas Justice of the Peace and Constable’s Association of Texas in Sulpher Springs, Texas on August 20-21, 2003 and use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

11) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for:

a) Floyd White, Jr. to attend training on use of Becton Dickson Probe-Tec Procedure for Detection of N. Gonorrhoeae and C. Trachomatis in Urine Specimens in Baltimore, Maryland on June 29 through July 1, 2003 **at no cost to Dallas County**.

b) Monica Tunstle-Garrett to speak to Texas A & M Graduate and Undergraduate Students on the Syphilis Elimination Project in College Station, Texas on July 2-3, 2003 **at no cost to Dallas County**.

c) Nancy Bernstein to attend the Hansen’s Disease Statewide Meeting to discuss program issues and needs for the coming year in Austin, Texas on July 14-15, 2003; **$250 is available in Grant Fund, Hansen’s Disease Department, Training Fee Account, FY Budget 2003, (00466.08705.02460.2003)**.

d) Phillip Anthony and Nicole Sims to attend the National HIV Prevention Conference in Atlanta, GA on July 27-30, 2003; **$2,550 is available in Grant Fund, Aids Surveillance Department, Conference Training Department, FY Budget 2003, (00466.08703.02460.2003)**.

e) Beatriz Jusino to attend a Food Workshop Training in Austin, Texas on July 27 through August 1, 2003; **$783 is available in Grant Fund, Lab Bioterrorism Department, Conference Training Account, FY Budget 2003, (00466.08720.02460.2003)**.

f) Betty J. Culbreath and YaMonica Davis to attend the 10th Annual Community Affairs Division Executive Directors Conference in San Antonio, Texas on

EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

g) Dr. David Buhner to attend the Texas Association of Local Health Officials Membership Meeting in Austin, Texas on June 12-13, 2003: $251 is available in Grant Fund, Bioterrorism Department, Conference Travel Account, FY Budget 2003, (00466.08723.02460.2003).

MISCELLANEOUS EQUIPMENT

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>ITEMS</th>
<th>ESTIMATED COST</th>
<th>FUNDING SOURCE</th>
<th>EXPENDITURE SOURCE</th>
<th>PROPOSED ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff’s Office</td>
<td>6 – Nokia 1260 Cell Phones ($0) 6 – Cigarette Lighter Adapters ($23.99) 6 – Rate Plan ($69.50 per month)</td>
<td>$1,811.94</td>
<td>Courtesy Patrol Grant</td>
<td>Courtesy Patrol Grant</td>
<td>The Sheriff’s Office requests authorization to replace six (6) cell phones, currently provided by the State, for the Courtesy Patrol. Use of these phones is currently averaging 600 minutes per month-consequently, the local unlimited plan is recommended by the Director of Communications and Central Services.</td>
</tr>
<tr>
<td>Court at Law 1</td>
<td>1 – Judges’ Chair</td>
<td>$175.87</td>
<td>DDA</td>
<td>DDA</td>
<td>Judge Roden of County Court at Law 1 is requesting approval to expend $175.87 from his DDA account to purchase a new Judges’ Chair. Recommended by the Office of Budget and Evaluation.</td>
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<td>Facilities Management</td>
<td>1 – Table</td>
<td>$0</td>
<td>N/A (Surplus Equipment)</td>
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</tbody>
</table>
PROPOSED ACTION: Facilities Management requests authorization to utilize a surplus table for a security enhancement project for the Health and Human Services Lab. The enhancement includes the installation of a new computer to monitor and control security cameras. For this, the computer will need to be placed on a table at the Security Booth to be monitored by security staff. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATION REQUESTS

Road & Bridge District 2 M-0301007 requests to install a new data-line cable to replace a damaged one. Installation: $75.50; no recurring cost. Recommended.

Jail Health M-0211056 requests to install a single-line to be used with a fax for the department. Installation: $56.96; no recurring cost. Recommended.

Case Management M-0212032 requests to install a data-line cable in room C-42 on the 9th floor of the FCCB to relocate office. Installation: $66.00; no recurring cost. Recommended.

North Tower Jail M-0212043 requests to install a data-line cable to provide access to network. Installation: $75.50; no recurring cost. Recommended.

Forensic Science requests:
M-0212033 to install phone lines cables at the NDGC for the ticket collection center. Installation: $172.25; no recurring cost. Recommended.

M-0212046 to install a data-line cable to provide access to network. Installation: $58.75; no recurring cost. Recommended.

Jail Mental Health D-0212052 requests to install a data-line cable in room A-3 on the 7th floor of the FCCB to provide access to network. Installation: $64.45; no recurring cost. Recommended.

CCC #5 D-0212053 requests to install a data-line cable on the 3rd floor of the FCCB to provide access to network. Installation: $80.98; no recurring cost. Recommended.

DSO/RAIFENT M-0212039 requests to install two data-line cable in room C1 on the 10th floor of the FCCB. Installation: $116.60; no recurring cost. Recommended.

District Clerk M-0212036 requests to install two data-line cables in room A19 on the 6th floor of the FCCB to provide access to network. Installation: $91.75; no recurring cost. Recommended.
HHS Home Loan D-0306006 requests to install a data-line on the 7th floor room 725 to provide access to network. Installation: $58.75; no recurring cost. Recommended.

Kays Jail D-0306007 requests to install a mainframe line in room A-4 to provide access to the Work release section. Installation: $66.00; no recurring cost. Recommended.

Constable Precinct 4 M-0306023 requests to relocate a multi-line phone to opposite side of the room. Installation: $66.00; no recurring cost. Recommended.

Juvenile M-0306022 requests to install a single-line for a fax and a phone line in room B-149. Equipment: $37.00; Installation: $41.50; no recurring cost. Recommended.

Inmate Programs D-0306008 & M-0306025 requests to relocate a data-line a mainframe line and a phone line to room B1126 on the 1st floor of the LSJC B building. Installation: $343.25; no recurring cost. Recommended.

M/WBE —0306010 requests to relocate several lines on the 6th floor of the Records building room 613 due to changes in the office. Installation: $83.00; no recurring cost. Recommended.

Sheriff - requests:
D-0305023 to install four data-lines in the Intake section and one in the Probation section to provide access to network. Installation: $293.75; no recurring cost. Recommended.

D-0304074 to install a data-line cable in room C-16 on the 1st floor of the FCCB to provide access to network. Installation: $58.75; no recurring cost. Recommended.

TX Cooperative Extension M-0306001 & D-0306001 requests to install a data-line cable and a phone line cable in new office for department personnel. Installation: $165.25; no recurring cost. Recommended.

Sheriff CID D-0306003 requests to install a data-line cable in room C-3 on the 1st floor of the FCCB to support the RMS system. Installation: $58.75; no recurring cost. Recommended.

CCL #1 D-0306005 requests to install a data-line cable on the 4th floor of the Records building to connect network printer. Installation: $58.75; no recurring cost. Recommended.

Sheriff Internal Affairs D-0305003 requests to relocate computer to room C-8-4 on the 1st floor of the FCCB. Installation: $58.75; no recurring cost. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.