DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

October 7, 2003

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**DATE(s) TO REMEMBER**
MEMORANDUM

TO: COMMISSIONERS COURT

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

DATE: October 7, 2003

SUBJECT: BIOTERRORISM RESPONSE PLANNING BETWEEN THE DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AND THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

BACKGROUND

The University of Texas Southwestern Medical Center at Dallas (UTSMCD) will collaborate with the Dallas County Health and Human Services (DCHHS) for planning and infrastructure development for preparedness and response to bioterrorism, any emerging infection outbreak or public health emergency. UTSMCD will develop educational modules relating to infectious disease/disease control for County/City and regional organizations such as local fire department, police departments, school staff, area hospitals and emergency rooms, Dallas County Medical Society, practicing physicians and the general public. In addition, UTSMCD will function as a consultant for DCHHS emerging infectious disease, tuberculosis, sexually transmitted diseases, human immunodeficiency virus, data collection, and data analysis teams. The team will consist of (2) two part-time assistant Professors and a Continuing Medical Education Program. The contract shall begin September 1, 2003 and terminate August 31, 2004.

OPERATIONAL IMPACT

This contract with the University of Texas Southwestern Medical Center at Dallas will have no impact on operations.

LEGAL IMPACT

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

FINANCIAL IMPACT

The funding amount of $180,000 is being provided by the Texas Department of Health Bioterrorism grant. There is no financial impact to Dallas County.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the contract with the University of Texas Southwestern Medical Center, and authorize the County Judge to sign the contract on behalf of Dallas County.

Recommended by: Betty Culbreath, Director

C: J. Allen Clemson, Court Administrator
Janet Ferguson, Chief, DA's Office
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
I

CONTRACTING PARTIES

Whereas, the County of Dallas ("County"), by and through its representative, the Dallas County Department of Health and Human Services ("DCHHS"), is a governmental entity; and

Whereas, the University of Texas Southwestern Medical Center at Dallas ("UTSW") is a state agency; and

Whereas, bioterrorism preparedness would benefit the safety, health and welfare of the County as well as serve the greater public purpose;

Now, therefore this Contract is hereby made and entered into by and between the County, on behalf of DCHHS, and UTSW, pursuant to the authority granted in the Texas Government Code Chapter 791, Interlocal Cooperation Contracts, and the Texas Health and safety Code Chapter 122, the Powers and Duties of Counties and Municipalities Relating to Public Health for the mutual considerations stated herein:

II

TERM OF CONTRACT

Unless otherwise stated in this Contract, this Contract shall be effective from September 1, 2003 through August 31, 2004.

III

TERMINATION

A. Without Cause: This Contract may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party, but only after the initial three (3) year term of this Contract or earlier upon mutual written agreement.

B. With Cause: The County reserves the right to terminate the Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) Non-performance;
3) UTSW's improper, misuse or inept use of funds or resources;

4) UTSW's failure to comply with the terms and provisions of this Contract; and/or

5) UTSW's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

IV
UTSW’S RESPONSIBILITIES

During the term of this Contract, UTSW shall:

A. Assume leadership by taking all necessary steps to perform this Contract successfully, including, but not limited to, forming a committee or task force and contacting other national and regional health care and governmental agencies as well as professionals and experts;

B. Be present for forty (40) hours per week;

C. Work with and be available as consultant for the County and DCHHS' Director, Deputy Director, Medical Directors, Medical Staffs, Epidemiologists, Data Collection and Data Analysis Teams on issues related to bioterrorism, public health emergencies, or infectious diseases, including without limitation tuberculosis, smallpox, sexually transmitted diseases, human immunodeficiency virus, and any emerging infectious diseases;

D. Establish a working draft and a schedule for the purpose of creating a planning document to coordinate the preparation and infrastructure development for readiness and response to bioterrorism, emerging infection outbreaks, or public health emergencies;

E. Investigate and assist in the control of outbreaks of communicable diseases and emerging infections or public health emergencies;

F. Disseminate information including, but not limited to:

   1) Presenting results at national conferences;

   2) Publish findings;

   3) Bi-annually, host an epidemiology conference at which the results of recent or ongoing epidemiological investigations are presented to infectious disease and Emergency Room ("ER") physicians;

   4) Annually, host a one (1) day Bioterrorism Update targeting physicians, nurses, Emergency Medical Technicians ("EMT") and Emergency Medical Services ("EMS") staff throughout north Texas;
5) Provide ongoing “just-in-time” bioterrorism training that covers and extends beyond just Dallas County;

G. Develop effective public health communications connectivity by identifying local health agencies to serve as model sites for training and education, support for organizational capacity building, and the creation of knowledge management systems for public health practitioners. In selecting sites, UT SW should consider localities that were among the one hundred twenty (120) cities identified in the Response to Weapons of Mass Destruction Act of 1997, are the largest population centers in the state, are state capitals, have special significance for terrorism preparedness and response (e.g., military base, strategic location, international port of entry, special population), and are not direct recipients of funding under this Contract;

H. Develop educational modules relating to infectious disease or disease control to facilitate the County’s collaborations with the county, city and regional organizations such as the local fire departments, police departments, schools, hospitals, emergency care clinics, medical societies, practicing physicians, and the general public;

I. Ensure the delivery of appropriate education and training to key public health professionals, infectious disease specialists, emergency department personnel, and other health care providers in preparedness for and response to bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies, either directly or through the use (where possible) of existing curricula and other sources, including Centers for Public Health Preparedness, schools of public health and medicine, academic health centers, Centers for Disease Control (“CDC”) training networks, and other providers; and

J. Smallpox: Develop and provide education and training sessions on all components of the smallpox response plan especially smallpox disease identification and reporting, contact tracing, training of vaccinators, training people to read “takes,” and recognition and management of adverse events after vaccination of public health and health care response teams and other individuals who may be involved in a response (for example: key health care workers, key public health workers, key security staff needed to maintain public order, key EMS staff needed to transport ill patients, key hospital staff, key private physicians and their staff who may be occupationally at risk).

V

BASIS FOR CALCULATING REIMBURSABLE COSTS

By the 10th day of each month, UT SW shall present a bill for payment or invoice based upon 1/12 (one-twelfth) of the total funds authorized under this Contract as set forth below:

Direct Cost

Salary
2 Part-time Assistant Professors =
1 Full-Time Equivalence $114,000.00

3
Fringe
2 Assistant Professors

$ 22,667.00

Continuing Medical Education Programs

$ 30,000.00

Sub-Total

$ 166,667.00

Indirect Cost (8%)

$ 13,333.00

Total

$ 180,000.00

A statement of accomplished tasks or work shall accompany each bill of payment or invoice. DCHHS shall compensate UTSW within thirty (30) days of receipt of a properly documented invoice or bill of payment from the UTSW.

VI
NOT TO EXCEED AMOUNT

Notwithstanding any provision contained in this Contract, DCHHS' obligation to UTSW shall not exceed the total sum of One Hundred Eighty Thousand and 00/100 Dollars ($180,000.00) without prior written modification or amendment to this Contract approved by a formal Dallas County Commissioners Court Order.

VII
PROMPT PAYMENT ACT

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

VIII
INDEMNIFICATION

County and UTSW agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of this Contract, without waiving any sovereign immunity available to County or UTSW under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
IX
INSURANCE

A. UTSW agrees that it will at all times during the term of this Contract maintain in full force and effect self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. UTSW shall furnish (upon request) to County with satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that UTSW will be solely responsible for all cost of any such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

B. It is the intent of these provisions that insurance or self-insurance cover all cost allowed by Texas law. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract including any renewals or extensions. If any of the minimum insurance required under this Contract lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due UTSW until UTSW demonstrates compliance with the Contract requirements and provide security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive the Contract termination. UTSW shall provide, at a minimum, the following coverage:

1) **Workers’ Compensation Self-Insurance.** Meeting the statutory requirements of the Texas Workers’ Compensation Act;

2) **Professional Liability Insurance.** Pursuant to The University of Texas System Professional Medical Liability Benefit Plan, UTSW will maintain coverage in the amounts of $100,000 per claim and $300,000 annual aggregate covering the duties performed under and during the term of this Contract by UTSW, with certificates of insurance evidencing such coverage to be provided to the County upon request.

3) **General Liability.** Because UTSW is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UTSW (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

4) **Comprehensive Automotive Liability Insurance.** Covering UTSW owned vehicles, with the minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per accident for bodily injury and One Hundred Thousand and 00/100 Dollars ($100,000) per accident for property damages.

C. UTSW shall notify County in the event of any change in any applicable coverage and shall give such notices not less than forty-five (45) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance if applicable.

D. Approval, disapproval or failure to act by the County regarding any insurance supplied by UTSW shall not relieve UTSW 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 UTSW.

X

CONFIDENTIALITY

UTSW shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for all information, including without limitation HIV/AIDS-related information, accessed while performing under this Contract.

XI

NOTICE

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

Betty Culbreath, Director  
Dallas County Health & Human Svcs.  
2377 N. Stemmons Freeway  
Dallas, Texas 75207-2710  
(214) 819-1870

John A. Roan, Exec.VP Business Affairs  
Univ. of Texas Southwestern Med. Ctr.  
5323 Harry Hines Boulevard  
Dallas, Texas 75390-9013  
(214) 648-4352

XII

ENTIRE AGREEMENT AND AMENDMENT

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

XIII

COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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. Words of any gender used in this Contract shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Contract.
XIV
SEVERABILITY

If any provision of this Contract is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

XV
FUNDING CLAUSE

Notwithstanding any provisions contained in this Contract, the obligations of the County under this Contract is expressly contingent upon the availability of funding for each item and obligation for the term of the Contract and any pertinent extensions. UTSW shall not have a right of action against County in the event County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to UTSW at the earliest possible time prior to the end of its fiscal year.

XVI
DEFAULT/CUMULATIVE RIGHTS/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. The rights and remedies provided by this Contract are cumulative, and either party’s use of 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. Both parties have a duty to mitigate damages.

XVII
SOVEREIGN IMMUNITY

This Contract is expressly made subject to UTSW’s and 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 pertinent matters shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XVIII
COMPLIANCE OF LAWS AND VENUE

In providing services required by this Contract, UTSW must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or
materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations.

XIX
RELATIONSHIP OF PARTIES

UTSW acknowledges that Residents are UTSW’s agents for purposes of their participation under this Contract. UTSW is an independent contractor and not an agent, servant, joint enterprise or employee of the County. UTSW and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

XX
SIGNATORY WARRANTY

UTSW and County represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of Contract have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.
Executed this __________ day of __________________________ 2003.

COUNTY:

BY: Margaret Keliher
    County Judge

UTSW:

BY: John A. Roan
    Executive VP – Business Affairs

Recommended:

BY: Betty Culbreath
    Director, DCHHS

*Approved as to Form:

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

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

TO: COMMISSIONERS COURT
FROM: Betty J. Culbreath, Director
DATE: October 7, 2003

SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT #750009056 2004, ATTACHMENT #18, REFUGEE

BACKGROUND

Texas Department of Health (TDH) Contract #7560009056 2004, Attachment #18 (Refugee), provides health screening services for newly arrived official refugees, and the use of bilingual or multinational workers for outreach, interpretation and health education services. This attachment is effective October 1, 2003 and will expire on September 30, 2004.

OPERATIONAL IMPACT

Attachment #18 of the Texas Department of Health contract continues to partially fund four (4) full-time positions, and the shortage of funds is the County's match.

LEGAL IMPACT

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

FINANCIAL IMPACT

Attachment #18, Refugee, provides $115,512 for salaries and fringe benefits, $11,200 for travel, $139,042 for supplies and medication, $987 for other, and $22,501 for indirect charges. A total of $140,341 is needed to fund the four (4) staff positions. The difference of $29,466 represents the County's match.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approve Attachment #18 of the Texas Department of Health contract, and authorizes the County Judge to sign the contract and related documents on behalf of Dallas County.

Recommended by: [Signature]
Betty Culbreath, Director

C: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Ryan Brown, Budget Officer
The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

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<th>SUMMARY OF TRANSACTION:</th>
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<td>ATT NO. 18 : REFUGEE</td>
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All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

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

PERFORMING AGENCY:
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ____________________________
(Signature of person authorized to sign)

Margaret Keliher, County Judge
(Name and Title)

Date: ____________________________

RECOMMENDED:

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

By: ____________________________
(Signature of person authorized to sign)

Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date: 09-19-2003
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*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.*
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Paper Publications Number: 29-11834, Revised August 2003
GENERAL PROVISIONS FOR
TEXAS DEPARTMENT OF HEALTH SUBRECIPIENT GRANT CONTRACTS

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract, and to uphold and abide by its terms and provisions. This contract consists of:

- RECEIVING and PERFORMING AGENCY identifying data,
- Details of Attachment(s),
- authorized signatures,
- General Provisions, and
- Attachment(s).

Attachments may include the following elements as applicable:

- detailed Scope(s) of Work,
- Special Provisions,
- budget(s), and
- exhibit(s).

This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The terms “shall” and “will” are used interchangeably in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract for PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The term (time period) of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be renewed, extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the availability of funding. PERFORMING AGENCY shall have no right of action against the State of Texas or RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to fulfill its
obligations under this contract as a result of lack of sufficient funding. If funds become unavailable, provisions of the Termination Article will apply.

ARTICLE 4. Amendments

Amendments to this contract must be in writing and signed by individuals with authority to bind the parties.

Uniform Grants Management Standards and RECEIVING AGENCY procedures authorize limited changes to a contract attachment with prior written approval from RECEIVING AGENCY. PERFORMING AGENCY must submit request in format prescribed by RECEIVING AGENCY Program. RECEIVING AGENCY will consider the request and document approval or disapproval in writing. PERFORMING AGENCY is responsible for ensuring that any modification to a contract Attachment becomes a part of the contract file.

RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article. PERFORMING AGENCY shall not perform and RECEIVING AGENCY will not pay for the performance of different or additional services, work, or products except pursuant to an amendment that is executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than ninety (90) days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification shall include a reason for the delay. Revision or amendment requests may be granted at the discretion of RECEIVING AGENCY.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this contract. PERFORMING AGENCY agrees to comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. UGMA is located on the Internet at http://www.capitol.state.tx.us/statutes/statutes.html; the UGMS are located on the Internet at http://www.governor.state.tx.us/stategrants/.

PERFORMING AGENCY shall not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS). If at any time this contract exceeds $100,000 of federal funds, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who requests or receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

(LGS) GENERAL PROVISIONS 8/2003
ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, Feb. 18, 1986, 51 Fed. Reg. 6370;
- Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and,
- It is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation. If PERFORMING AGENCY'S status with respect to the items certified above changes during the contract term, PERFORMING AGENCY shall notify RECEIVING AGENCY, immediately.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. Assurances

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq., as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);
- Title IX of the Education Amendments of 1972, 20 USC §§1681-1683, and 1685-1686, as amended, which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 et seq., including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;
- The Age Discrimination Act of 1975, 42 USC §§6101-6107, as amended, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, 21 USC §§1101 et seq., as amended, relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC §290dd (b)(1), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- Public Health Service Act of 1912, §§523 and 527, 42 USC §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 USC §§3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing;
• The requirements of any other nondiscrimination statute(s); and
• RECEIVING AGENCY Policy XO-0119, Non-Discrimination Policies and Procedures for TDH Programs, relating to nondiscrimination in the delivery of contracted services on the basis of race, color, national origin, religion, age, sex, sexual orientation or disability. The policy is located on the Internet at http://www.tdh.state.tx.us/oto/xo-0119.htm.

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, religion, age, sex, sexual orientation or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY'S ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

A. Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.

B. Immigration Reform and Control Act of 1986, 8 USC §1324a, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.

C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.

D. The National Research Service Award Act of 1971, 42 USC §§289a-1 et seq., as amended, and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance, as implemented by 45 CFR Part 46, Protection of Human Subjects.

E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, as amended, which establish federal requirements for the regulation and certification of clinical laboratories.

F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, which set safety standards for those workers and facilities in the private sector who may handle blood borne pathogens, or Title 25 Texas Administrative Code (TAC), Chapter 96, which affects facilities in the public sector.

G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 et seq. (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.


I. Health and Safety Code §165, relating to the rights of mothers to breast-feed and the promotion of breast-feeding. RECEIVING AGENCY will support PERFORMING AGENCY in complying by providing promotional material and information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 458-7796.

J. Environmental standards pursuant to the following:

(2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."

(3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961.


(5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 et seq., as amended.

(6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 et seq.

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§300f-300j, as amended.


K. The Hatch Political Activity Act, 5 USC §§7321-26, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

L. The Fair Labor Standards Act, 29USC §§201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§4701 et seq., as applicable, concerning minimum wage and maximum hours.

M. General Appropriations Act, Regular Session, 78th Legislature, 2003, Article §9-6.13, page IX-35, "Limitation on Grants to Units of Local Government." For the purpose of §9-6.13, "unit of local government" shall mean a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code; a local workforce development board; or an MHMR community center.

N. Texas Government Code, Chapter 573, relating to nepotism.

O. Texas Government Code, Chapter 552, relating to open records and public information.

P. Texas Government Code, Chapter 551, relating to open meetings.

Q. Texas Occupations Code, Chapter 1701, as amended, and all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, as amended, relating to regulated law enforcement agencies.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency’s (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §§4001-4003, as amended. Section 102(a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards.
If PERFORMING AGENCY provides medical, dental, psychological or surgical treatment to a minor under this contract, either directly or through contracts with subrecipients, the treatment of a minor shall be provided only if consent to treatment is obtained pursuant to Chapter 32 of the Texas Family Code relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Chapter 32 of the Family Code, federal law shall supersede state law.

If PERFORMING AGENCY provides immunizations, PERFORMING AGENCY shall comply with all immunization reporting guidelines and requirements set forth in the Health and Safety Code, Chapter 161, Subchapter A. This requirement shall also apply to subrecipients or subcontractors of PERFORMING AGENCY, if any.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Part 2, which cover compensation for employees' injuries.

When incorporated into an Attachment, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Child Abuse Reporting Requirements

(Performing AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all Attachments), Title X and Title XX (Family Planning), Primary Health Care, Title V Maternal and Child Health (Fee-for-service), and Bureau of Nutrition Services/Cards (WIC).) PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement and enforce a written policy that includes at a minimum the TDH Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY. (The policy and checklist are available at each of the above-referenced programs' websites.)

ARTICLE 9. Intellectual Property

Texas Health and Safety Code §12.020, as amended, authorizes RECEIVING AGENCY to protect intellectual property developed as a result of this contract.

"Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.

"Work made for hire" is a copyrightable work prepared for RECEIVING AGENCY use, or a work specially ordered or commissioned through a contract for RECEIVING AGENCY use. RECEIVING AGENCY owns works made for hire unless it agrees otherwise by contract.
If federal funds are used to finance activities supported by this Contract that result in the production of original material, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that “This publication was made possible by grant number [number] from [awarder]” or “The project described was supported by grant number [number] from [awarder]” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [awarder].”

In the event the terms of a federal grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a PERFORMING AGENCY purchases ownership with grant support.

If the results of the contract performance are subject to copyright law, the PERFORMING AGENCY cannot publish those results without prior review and approval of RECEIVING AGENCY.

ARTICLE 10. Historically Underutilized Businesses

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 11. Conflict of Interest

PERFORMING AGENCY does not have nor will it acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 12. Certification of Software, Hardware, Firmware and Micro Code Products

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements shall operate “accurately” in the manner in which they were intended when given a “valid date” containing century, year, month, and day.

For purposes of this Article, “supplied or supported software, hardware, firmware, and micro code products” does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing any versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

(LGS)

GENERAL PROVISIONS 8/2003
For purposes of this Article,

a) "accurately" is defined to include the following:

1) calculations shall be correctly performed using four-digit year processing;
2) functionality-on-line, batch including entry, inquiry, maintenance and updates shall support four-digit year processing;
3) interfaces and reports shall support four-digit year processing;
4) processing with a four-digit year shall occur without human intervention;
5) correct results in forward and backward date calculation spanning century boundaries shall be provided;
6) correct leap year calculations shall be performed; and,
7) processing correct results in forward and backward date calculation spanning century boundaries shall occur;

b) "date integrity" shall mean all manipulations of time-related data (dates, durations, days of week, etc.) shall produce desired results for all valid date values within the application domain;

c) "explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;
d) "extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation;

e) "general integrity" shall mean no value for current date will cause interruptions in desired operation;

f) "implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;

g) "product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;

h) "valid date" shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) shall obtain a warranty from any vendor/licensor from which it obtains product(s), that product(s) delivered and installed under the contract/license shall accurately process valid date data when used in accordance with the product documentation provided by the contractor/licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license shall possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products shall perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor’s standard commercial warranty or warranties contained in the contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product if its noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY’S product/software from RECEIVING AGENCY is inaccurate or corrupt.

(LGS) GENERAL PROVISIONS 8/2003
ARTICLE 13. Standards for Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in RECEIVING AGENCY’S Financial Administrative Procedures Manual (documents available at http://www.tdh.state.tx.us/grants/form_doc.htm). Those requirements shall include at a minimum:

A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;

B. Financial management systems including accurate, correct, and complete accounting records, that identify the source and application of funds provided under each Attachment, and that support the information contained in required financial reports; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,

C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person’s income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY shall bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions shall be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient shall become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY’S monitoring processes. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 14. Bonding

PERFORMING AGENCY is required to carry a fidelity bond, insurance coverage or self-insurance equal to the amount of funding provided under the contract Attachment(s) up to $100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond, insurance, or self-insurance shall provide for indemnification of losses occasioned by: 1) any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY’S employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 15. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract shall not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.
ARTICLE 16. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

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The OMB circulars cited above shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS, Part IV, “State of Texas Single Audit Circular.” The audit shall be of PERFORMING AGENCY’S or the AUTHORIZED CONTRACTING ENTITY’S fiscal year. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within thirty (30) days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to RECEIVING AGENCY’s Internal Audit Division.

ARTICLE 17. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been authorized and satisfactorily performed.

PERFORMING AGENCY shall have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY shall submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY monthly within thirty (30) days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than ninety (90) days following the end of the applicable Attachment term(s) for goods received and services rendered during the Attachment term. Reimbursement requests received in RECEIVING AGENCY’S offices more than ninety (90) days following the end of the applicable Attachment term will not be paid. If necessary to meet this deadline, PERFORMING AGENCY may submit reimbursement request by facsimile transmission. Consideration of requests for an exception will be made on a case-by-case basis and only for an extenuating circumstance such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the RECEIVING AGENCY Program sponsoring the Attachment.

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PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

Funding from this contract may not be used to supplant [i.e., use in place of funds dedicated, appropriated or expended for activities funded through the Attachment(s)] state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall make a good faith effort to maintain its current level of support. PERFORMING AGENCY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under the Attachment(s).

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within thirty (30) days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY, or if financial status report(s) required under the Reports Article are not submitted by the date(s) due. RECEIVING AGENCY may take repayment from funds available under any Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 18. Advance Payments

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY shall make the request on a State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY'S Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds shall be expended during the applicable Attachment term; any unexpended funds must be refunded to RECEIVING AGENCY.

If the Attachment is amended to increase or decrease the total amount of funding, RECEIVING AGENCY may adjust the amount of allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY shall submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 19. Program Income

PERFORMING AGENCY may, but if a local health department shall, develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Health and Safety Code §12.031; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.
All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions or the Special Provisions of the Attachment.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

A. Additive method - add the program income to the funds already committed to the project by both parties.

B. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY shall expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY’S proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 20. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 21. Equipment and Supplies

In accordance with Health and Safety Code, §12.053, title to all equipment and supplies purchased from funds from this contract shall be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of more than $1,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances, and incubators. If the unit cost of these exception items is more than $500, they will be considered equipment, shall be approved for purchase by RECEIVING AGENCY, and are considered capital assets for inventory purposes. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Supplies are defined as consumable items necessary to carry out the Attachment including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

All items of equipment purchased with Attachment funds shall be itemized in the budget. Any changes to the equipment list contained in the budget shall be approved in writing by RECEIVING AGENCY. PERFORMING AGENCY shall submit a written description including complete product specifications and need justification prior to

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purchasing any item of unapproved equipment. If approved, RECEIVING AGENCY will notify PERFORMING AGENCY by means of a written amendment or Attachment Change Notice.

PERFORMING AGENCY shall maintain a non expendable personal property (equipment) inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets. If any item of equipment is no longer needed to perform services under the Attachment(s) or becomes inoperable, PERFORMING AGENCY shall request disposition instructions in writing from RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s) that are not renewed, title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 22. Contracts with Subrecipients

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). Prior to entering into an agreement equaling $25,000 or twenty-five percent (25%) of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

Contracts with subrecipients shall be in writing and include the following:

- Name and address of all parties;
- A detailed description of the services to be provided;
- Measurable method and rate of payment and total amount of the contract;
- Clearly defined and executable termination clause;
- Beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- Records retention requirements consistent with UGMS;
- Access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract;
- All clauses required by state/federal statutes, executive orders, and their implementing regulations; and
- Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, Uniform Grant Management Standards issued by the Governor’s Office, applicable Office of Management and Budget Circulars, and applicable Code of Federal Regulations.

PERFORMING AGENCY agrees that all contracts with other subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient. PERFORMING AGENCY shall monitor both financial and programmatic performance and maintain pertinent records that shall be available for inspection by RECEIVING AGENCY.
PERFORMING AGENCY shall ensure that:

- Subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations;
- Subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY, UGMS and the applicable OMB circulars;
- Subrecipients complete required audits;
- An adequate tracking system is maintained to ensure timely receipt of any subrecipient’s required audit reports and the resolution of any findings and questioned costs cited by these reports; and, that
- RECEIVING AGENCY is immediately notified in writing of alleged or actual misuse or misappropriation of contract funds by subrecipients.

ARTICLE 23. Contracts for Procurement

PERFORMING AGENCY may enter into contracts for procurement of goods and services unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement of goods and services shall be in writing and contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).
- Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of $10,000).
- Compliance with the Copeland “Anti-Kickback” Act (18 USC §874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).
- Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).
- Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.
- Notice of RECEIVING AGENCY requirements and regulations pertaining to trademarks, service marks, copyrights, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.
- Access by RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for the required retention period after RECEIVING AGENCY makes final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC §7401), §508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of $100,000).
- Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163), 42 USC §§6201, et seq., as amended.
ARTICLE 24. Reports

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269A (TDH Form GC-4a) within thirty (30) days following the end of each of the first three (3) quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269A (TDH Form GC-4a), not later than ninety (90) days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form B-13), or any other form designated by RECEIVING AGENCY, with the final financial report if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY other reports including financial reports RECEIVING AGENCY determines necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY.

ARTICLE 25. Inspections

RECEIVING AGENCY and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be conducted in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to this contract. RECEIVING AGENCY will have the right to audit billings both before and after payment. Payments will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY upon examination of PERFORMING AGENCY’S records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY’S resolution of findings will also be conveyed in writing to RECEIVING AGENCY within thirty (30) days of receipt of RECEIVING AGENCY’S findings. A RECEIVING AGENCY determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY determines the deficiencies are properly remedied.

ARTICLE 26. Records Retention

PERFORMING AGENCY and its subrecipients and subcontractors shall retain medical records in accordance with 22 Texas Administrative Code (TAC), Part 9, §165.11(b)(c) or other applicable statutes and regulations governing medical information. PERFORMING AGENCY shall retain and preserve all other records, including financial records, which are generated or collected by PERFORMING AGENCY or its subrecipients or subcontractors under the provisions of this contract, for a period of four (4) years after the termination of the Attachment(s). If an Attachment is funded through Medicaid, the federal retention period, if more than four (4) years shall apply.
PERFORMING AGENCY and its subrecipients shall retain all records for an Attachment that is the subject of litigation or an audit until the litigation is ended or all questions pertaining to the audit are resolved.

Legal requirements for PERFORMING AGENCY may extend beyond the retention schedules established herein.

ARTICLE 27. Confidentiality of Protected Health Information

PERFORMING AGENCY is required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law.

PERFORMING AGENCY is required to disclose protected health information of patients or clients provided services funded through this contract to RECEIVING AGENCY upon request, or as otherwise required in other contract provisions.

RECEIVING AGENCY is authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, for funding, payment and administration of the grant program.

RECEIVING AGENCY is also authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, under exceptions to state confidentiality laws and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at §164.512, and Occupations Code, Chapter 159, at §§159.003 and 159.004.

PERFORMING AGENCY must maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. RECEIVING AGENCY may require PERFORMING AGENCY to transfer original or copies of patient and client records to another entity, without the consent or authorization of the patient or client, upon termination of this contract, or if the care and treatment of the individual patient or client is transferred to another entity.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY’S policies based on the model HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) workplace guidelines, and PERFORMING AGENCY shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Health and Safety Code §85.112-114.

ARTICLE 28. Sanctions

RECEIVING AGENCY may impose sanctions for any breach of this contract and will monitor PERFORMING AGENCY for both programmatic and financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

A. Terminate all or a part of this contract. See the Termination Article in these provisions.

B. Suspend all or part of this contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY’S authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract.
or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;

C. Disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;

D. Temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;

E. Permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;

F. Deny contract renewal or future contract awards to a PERFORMING AGENCY;

G. Delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;

H. Place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance shall be resolved or substantial improvement shown by PERFORMING AGENCY;

I. Conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;

J. Require PERFORMING AGENCY to obtain technical or managerial assistance;

K. Disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;

L. Establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;

M. Require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;

N. Demand repayment from PERFORMING AGENCY;

O. Reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the Attachment(s); and,

P. Impose other remedies provided by law.
RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which shall be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within fifteen (15) days of receipt of notice, a written response to RECEIVING AGENCY'S program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY'S decision is final and PERFORMING AGENCY shall take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of this contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An “emergency” is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;
- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of this contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY'S conduct or inaction is an emergency will be determined by RECEIVING AGENCY on a case-by-case basis and will be based upon the egregious nature of the noncompliance or conduct.

**ARTICLE 29. Sanction Review**

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, reduction of contract funding or other contract amendment resulting from noncompliance, and denial of contract renewal or future contract awards.

PERFORMING AGENCY shall make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY’S notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY’S position; and (7) a statement and authorities in support of PERFORMING AGENCY’S position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.
RECEIVING AGENCY’S representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY’S representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)’s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 30. Breach of Contract Claim

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 31. Termination

Each Attachment shall terminate upon its expiration date unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the Attachment term, all or a part of this contract may be terminated with or without cause as set out below.

A. Termination is the permanent withdrawal of PERFORMING AGENCY’S authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY’S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of an Attachment; (3) refusal to extend an Attachment or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

B. Termination without cause.

(1) Either party may terminate this contract with at least ninety (90) days prior written notice to the other party.

(2) The parties may terminate this contract by mutual agreement.

(3) Either party may terminate this contract with at least thirty (30) days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, or withdrawn.

(4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.

C. Termination for cause.

(1) Either party may terminate for material breach of this contract with at least thirty (30) days written notice to the other party.
(2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the contract objectives, by giving at least thirty (30) days written notice to PERFORMING AGENCY. Such conduct may include one or more of the following:

(a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;

(b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of this contract;

(c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;

(d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under this contract;

(e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;

(f) PERFORMING AGENCY’S management system does not meet the UGMS management standards; or

(g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:

(i) PERFORMING AGENCY fails to make payments;

(ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;

(iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due; or

(iv) If judgment for the payment of money in excess of $50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) days from the date of entry thereof, and within the thirty (30)-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

D. Emergency termination. In emergency circumstances, RECEIVING AGENCY may terminate this contract immediately upon notice to PERFORMING AGENCY by any verifiable means. “Emergency” is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.
ARTICLE 32. Void Contract

RECEIVING AGENCY may hold this contract void upon its determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 33. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 34. Local Health Department Personnel

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY shall have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees shall be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the payment to such employee of a so-called “flat rate” car allowance or travel allowance. Any travel or per diem allowance to these employees shall be on a reimbursement basis, supported by appropriate records, and shall not exceed the reimbursement for mileage and/or per diem allowed under the Appropriations Act and current state travel regulations. This restriction shall apply whether travel funds are provided in Attachment(s) under this contract or from any other source.

PERFORMING AGENCY shall utilize RECEIVING AGENCY’S policies and procedures for hiring and promoting individuals into state-budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY’S Bureau of Human Resources. The purpose of the approval is to ensure that individuals occupying these positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall maintain required records and submit documents necessary to process personnel, payroll, leave and time records, and travel costs on state-budgeted positions. RECEIVING AGENCY will furnish documentation regarding salary compensation or travel reimbursement for employees on state-budgeted positions.

An independent audit is not required as a condition of this contract if the contract Attachment provides assistance through assignment of state-budgeted positions and no funds are budgeted for local costs.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of applicable Attachment(s) in lieu of being furnished state payroll warrants after a state-budgeted position becomes vacant. Reimbursement will not exceed the balance of funds on the state-budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY’S Director, or other person(s) authorized elsewhere in this contract, may submit a request for conversion. RECEIVING AGENCY will transmit
formal approval and a revised budget to PERFORMING AGENCY to complete the conversion if the request is granted.

ARTICLE 35. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 36. Construction of Ambiguities

The parties expressly agree that they have each independently read and understood this contract. Any ambiguities in this contract shall not be construed against the drafters.

ARTICLE 37. No Waiver of Sovereign Immunity

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

ARTICLE 38. Certification

The governing body of each party has authorized this contract. RECEIVING AGENCY is paying for the performance of governmental functions and services from current revenues available to RECEIVING AGENCY. The payment is in an amount that fairly compensates PERFORMING AGENCY for the services or functions performed under this contract.
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: REFUGEE HEALTH SCREENING PROGRAM

TERM: October 01, 2003 THRU: September 30, 2004

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide health screening services, assessment services, and follow-up care, as appropriate, for newly arrived official refugees, i.e., Amerasian immigrants, Cuban and Haitian Entrants/Parolees, Asylees, and Certified Victims of Trafficking, in their identified and approved service area.

Services provided under this contract Attachment shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services.

PERFORMING AGENCY shall make every effort to use bilingual or multilingual staff with trained interpreters for outreach, interpretation, and health education services.

Funds provided to PERFORMING AGENCY under this contract Attachment are intended to support and defray costs incurred by local governments in providing health screening services and assessments to officially arriving refugees in their approved program area. Other specifically designated funds from the United States Department of Health and Human Services, Office of Refugee Resettlement Preventive Health Grant, may be used for other refugee screening program related activities such as conference or training, travel, equipment, major supplies, etc.

PERFORMING AGENCY shall maintain financial records that identify the source and application of funds provided.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines and the following:

- The Immigration and Nationality Act, 8 U.S.C. §§ 152;
- Chapter 81, Health and Safety Code;
- Medical Screening Protocol for Newly Arriving Refugees; and
Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Interlocal Application (ILA) for Refugee Health Screening Program #R04 0066.1, issued July 22, 2003; any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY, and work plan, and detailed budget as approved by RECEIVING AGENCY program. All of the above named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to said documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below those projected in PERFORMING AGENCY'S total contract amount shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment Term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

RECEIVING AGENCY Program shall provide PERFORMING AGENCY daily/weekly written notification, which will include a Refugee Health Assessment Form for each official refugee's arrival in PERFORMING AGENCY'S approved program service area.

PERFORMING AGENCY shall provide services to clients who live or receive services in the following area/county(ies): Dallas.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, and as outlined in RECEIVING AGENCY Programs ILA #R04.0066.01, issued July 22, 2003, without waiving the enforceability of any of the other terms of the contract. PERFORMING AGENCY shall maintain the documentation used to calculate key outcome performance measures.

1. Return the Refugee Health Assessment Form for 100% of the refugees arriving or moving to the program service area;
2. Provide health assessments to a minimum of 90% of the refugees arriving or moving to the program service area and document the health assessment information on the Refugee Health Assessment Form. Refugee Health Assessment Form shall be submitted to the Refugee Health Screening Program as they are completed;
3. Document a minimum of 75% of referral outcomes;
4. Complete each Refugee Health Assessment Form and return to the Refugee Health Screening Program within thirty (30) days of providing screening services;

ATTACHMENT – Page 2
5. Initiate screening services within ninety (90) days of refugee's arrival in the United States, or the date asylum is granted; and
6. Submit biannual reports to the Refugee Health Screening Program on April 30, 2004 and October 31, 2004, which shall include:
   • Significant changes in the refugee population;
   • Noteworthy achievements and/or major problems in providing screening services in general, or to any specific population group; and
   • Completed referrals for conditions identified.

The reporting periods for the biannual report and due dates are as follow:

<table>
<thead>
<tr>
<th>PERIOD COVERED</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>October, November, December, January, February,</td>
<td>April 30, 2004</td>
</tr>
<tr>
<td>March</td>
<td></td>
</tr>
<tr>
<td>April, May, June, July, August, September,</td>
<td>October 31, 2004</td>
</tr>
</tbody>
</table>

In accordance with the General Provisions, Reports Article, failure to submit reports shall be cause for cancellation of the contract.

SECTION II. SPECIAL PROVISIONS:

None.
SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$91,578.00</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>23,934.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>11,200.00</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>0.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>139,042.00</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>0.00</td>
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<tr>
<td>OTHER</td>
<td>987.00</td>
</tr>
<tr>
<td>TOTAL DIRECT CHARGES</td>
<td>$266,741.00</td>
</tr>
<tr>
<td>INDIRECT CHARGES</td>
<td>$22,501.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$289,242.00</td>
</tr>
</tbody>
</table>

Total reimbursements will not exceed $289,242.00.

Financial status reports are due the 30th of January, 30th of April, 30th of July, and the 30th of December.

The negotiated indirect cost amount shown above is less than PERFORMING AGENCY'S current approved indirect cost rate on file at RECEIVING AGENCY. Indirect cost will be charged in accordance with the negotiated rate, but may not exceed the amount shown above. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2377 STEMMONS FWY STE 600

DALLAS, TX 75207-2710
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath, Director
       Health and Human Services Department

DATE: October 7, 2003

SUBJECT: RENEWAL CONTRACT FOR PHARMACY SERVICES WITH WILLARD STIMPSON

BACKGROUND OF ISSUE

It is the desire of Dallas County Health and Human Services to renew the annual contract for Pharmacy Services with Willard Stimpson, a licensed pharmacist, to serve as Pharmacist-in-Charge. Dallas County Health and Human Services recommends renewal of the contract for another year based on the satisfactory level of service provided.

IMPACT ON OPERATIONS

Mr. Stimpson will work in conjunction with the Health Division Clinic supervisors in coordinating and completing any inspections of our pharmacy procedures. Health Division staff will monitor the performance of Mr. Stimpson in the fulfillment of his duties and responsibilities as outlined in the contract.

LEGAL CONSIDERATIONS

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

FINANCIAL CONSIDERATIONS

Mr. Willard Stimpson agrees to provide pharmacy services with twelve (12) equal payments of $962.50 not to exceed $11,550.00 annually. Funding for this Contract has been included in FY2004 Budget for Health and Human Services Administration.
PROJECT SCHEDULE

This Contract shall be effective by both parties for the period of October 1, 2003, through September 30, 2004.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the contract for Pharmacy Services with Mr. Willard Stimpson, and authorizes the County Judge to sign the contract on behalf of Dallas County.

Recommended by: Betty CuBreath, Director

C: J. Allen Clemson, Court Administrator
  Virginia Porter, County Auditor
  Ryan Brown, Acting Budget Officer

attachment
STATE OF TEXAS § PROFESSIONAL SERVICES CONTRACT
§ BETWEEN WILLARD STIMPSON AND
§ DALLAS COUNTY, ON BEHALF OF DALLAS
§ COUNTY HEALTH AND HUMAN SERVICES,
§ AND WILLARD STIMPSON

1. PARTIES

Whereas, Willard Stimpson ("Contractor") is a pharmacist licensed by the State of Texas and owner of the Cut-Rate Pharmacy at 3528 N. Hampton Road, Dallas, Texas; and

Whereas, Contractor is a neighborhood pharmacist who is centrally located; and

Whereas, This central location will enable Contractor to make inspections, without notice, of the Dallas County Health and Human Services ("DCHHS") clinic sites, and ensure that Dallas County ("County") fully complies with all rules and regulations regarding a Class D Pharmacy.

Now, therefore, this Contract is entered into by and between County, on behalf of DCHHS, and Contractor pursuant to the authorities and requirements of the Texas Local Government Code § 262.024(a)(4), Health and Safety Code § 242.602, and Occupations Code § 562.101 for the purpose of maintaining Class D Pharmacies.

2. SERVICES TO BE PROVIDED BY CONTRACTOR

A. To serve as Pharmacist-in-Charge of the County's Class D Pharmacy;

B. To prepare the annual application for Class D licensure in conjunction with County staff;

C. To review monthly, and document the County's services that provide drugs to patients, to assure that County meets all the requirements of Class D Pharmacy as prescribed by the Texas Board of Pharmacy;

D. To perform an evaluation of the pharmaceutical and dispensing procedures being utilized in the clinics listed below as frequently as necessary to assure compliance with the law;

E. To review and update the pharmacy policies and procedures manual as required to insure continuing compliance with applicable laws, rules, and regulations;

F. To provide on-site monthly inspections for the following clinics:

   Preventive Health:
   Main Clinic 2377 N. Stemmons Freeway, Room 154
   Carrollton 1235 S. Josey, Suite 518
   Grand Prairie 1413 Densman
   Irving 440 S. Nursery
   Lancaster 107 Texas
Sexually Transmitted Disease:  
Main Clinic 2377 N. Stemmons Freeway, Room 101  

Tuberculosis:  
Main Clinic 2377 N. Stemmons Freeway, Room 300  
Balch Springs Irvin Recreation Center, 4372 Shepherd Road  

G. To provide for availability of the Pharmacist-in-Charge on occasions of review or inspection of County’s Class D Pharmacy by Texas Department of Health, Texas Board of Pharmacy, or similar official review agencies.  

3. TERM  
The term of this Contract shall be effective from October 01, 2003 through September 30, 2004, unless otherwise stated elsewhere in this Contract.  

4. TERMS AND CONDITIONS OF PAYMENT FOR SERVICE  
A. County agrees to compensate Contractor in the amount of Nine Hundred Sixty-Two Dollars and 50/100 ($962.50) per calendar month for the services.  

B. The total maximum amount to be paid under this Contract is Eleven Thousand Five-Hundred Fifty and 00/100 Dollars ($11,550.00).  

C. Payment will be made to Contractor by County within thirty (30) days of receipt of invoice. Contractor shall submit a monthly invoice to County, by or before the 17th of each month.  

D. Contractor agrees to submit no more than one billing a month.  

5. REPORTING AND ACCOUNTABILITY  
A. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames.  

B. Contractor agrees that all information, data and supporting documentation that relates to the services under this Contract shall remain the property of the County.  

C. Should DCHHS determine it reasonably necessary, Contractor shall make all of its records and books reasonably related to this Contract available to authorized DCHHS personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract. Required documents may include, but are not limited to, documents pertaining to services provided for purposes of programming, creation and modification of data fields, and records of telephone hours of support provided.  

D. All documents shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after the termination of the Contract period. If any litigation, claim or audit involving these records begins before the specified period expires, Contractor must
keep the records and documents for not less than four (4) years and ninety (90) days and
until all litigation, claims or audit findings are resolved.

E. Contractor assures that he shall not receive personal benefits or gains in performance of
the services outlined in this Contract. Furthermore, Contractor agrees to disclose prior to
commencement of a particular assignment any material/financial interests that he or a third
party may have in the services required under this Contract.

6. INDEMNIFICATION

Contractor hereby forever waives and releases the County, the County Commissioners,
County Judge and their respective officers, agents, employees, and representatives
(referred to collectively as “County”) from any and all claims for damages, known or
unknown, which may arise as a result, directly or indirectly, of Contractor’s involvement in
the services and underlying Contract, including but not limited to the following: any
premises or special defects known or unknown to the County; and any injury to individuals
present during the Contractor’s involvement under the terms and conditions of the services
and Contract, including willful acts such as assault, Copyright, licensing and patent
infringement relating to any software and/or equipment provided by Contractor; and
wrongful imprisonment as a result of incorrect and/or scrambled information downloaded
from any software and/or equipment provided by Contractor; AND FURTHER, the
Contractor, to the fullest extent allowed by law, agrees to indemnify and hold harmless
County against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or
expenses of every kind and nature (including, but not limited to court costs, litigation
expenses and attorneys fees), incurred by or sought to be imposed on County because of
injury (including death), including, but not limited to, exposure to any disease, by any
manner or method whatsoever, or damage to property (whether real, personal or inchoate),
arising out of or in any way related (whether directly or indirectly, causally or otherwise)
to the Contract and/or services. This indemnification shall apply, whether or not any such
injury or damage has been brought on any theory of liability, intentional wrongdoing, strict
product liability or breach of non-delegable duty. Contractor further agrees to defend (at the
election of the County) at his sole cost and expense against any claim, demand, action or
suit for which indemnification is provided hereunder.

7. INSURANCE

Within ten (10) days after the Effective Date of this Contract, Contractor shall furnish, at his sole
cost and expense, the following minimum insurance coverage. Such insurance is a condition
precedent to commencement of any work. Contractor shall, in the stated ten (10) day period,
furnish to the Director of DCHHIS verification of the insurance coverage in the type and amount
required herein, meeting all conditions in this Contract, by an insurance company acceptable to
County and authorized to do business in the State of Texas. Such insurance shall show the County
as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the
Contract term and each renewal period, if any.

A. The minimum insurance required are as follows:

1) Professional Liability in the minimum amount of one hundred thousand dollars and
no cents ($100,000.00) per person and three hundred thousand dollars and no
cents ($300,000.00) per event covering the duties performed under and during this
contractual period;

2) Comprehensive Automobile and Truck Liability insurance covering owned, hired and
non-owned vehicle, with the minimum limits of State required automobile liability
insurance for bodily injury and property damages.

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

1) Name 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.

2) Provide for forty-five (45) days notice to the County for cancellation, non-renewal
or material change.

3) Provide for an endorsement that the other insurance clause shall not apply to the
County where the County is an additional insured on the policy.

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

5) Contractor agrees to waive subrogation, and policy shall state such a waiver of
subrogation, against County, its officers and employees for injuries, including death,
property damage or any other loss.

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

C. Contractor shall notify County in the event of any change in coverage and shall give such
notices not less than forty-five (45) days prior to the change, which notice must be
accompanied by a replacement Certificate of Insurance.

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

8. EXPENSES

Contractor shall be responsible for all mileage and other expenses related to the fulfillment of the
requirements of the Contract.
9. TERMINATION

A. **Without Cause:** This Contract may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party, but only after the initial three (3) year term of this Contract or earlier upon mutual written agreement.

B. **With Cause:** The County reserves the right to terminate the Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) Non-performance;

3) Contractor’s improper, misuse or inept use of funds or resources;

4) Contractor’s failure to comply with the terms and provisions of this Contract; and/or

5) Contractor’s submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

10. NOTICE

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

**Betty Culbreath, Director**  
Dallas County Health & Human Services  
2377 N. Stemmons Freeway, LB 12  
Dallas, TX 75207-2710

**Willard Stimpson, Pharmacist**  
Cut-Rate Pharmacy  
3528 N. Hampton Road  
Dallas, Texas 75212

11. SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Contract. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

12. SOVEREIGN IMMUNITY

This Contract is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver or any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.
13. CERTIFICATION

Under Section 231.006, Texas Family Code, Contractor certifies to County this Contractor is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.

14. COMPLIANCE WITH LAWS AND VENUE

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

15. AMENDMENTS AND CHANGES IN THE LAW

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

16. ENTIRE AGREEMENT

This Contract, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

17. BINDING EFFECT

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

18. GOVERNMENT FUNDED PROJECT

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

19. DEFAULT/CUMULATIVE RIGHTS/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. The rights and remedies provided by this Contract are cumulative, and either party’s use of 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. Contractor has a duty to mitigate damages.
20. FISCAL FUNDING CLAUSE

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

21. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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. Words of any gender used in this Contract shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

22. PREVENTION OF FRAUD AND ABUSE

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

23. INDEPENDENT CONTRACTOR

Contractor, including its agent or employee, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

24. ASSIGNMENT

Contractor assures that it will not transfer or assign his interest in this Contract without the prior written consent of the County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of Contractor assets, the County, at its option, may terminate this Contract and at no cost to the County retain the use of any of the equipment, software and other items provided under this Contract. Contractor shall deposit
all system and application software with an independent escrow agent. In the event of sale or assignment, County has the right of use of all source codes and at no cost perpetual license to use all software.

25. SUBCONTRACTING

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

26. ASSURANCES

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

B. Contractor, by acceptance of the 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.

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

D. Contractor agrees to adhere to confidentiality requirements, as applicable, for work conducted for the County under this Contract and further agrees to refrain from any activities that advocate or promote the violation of State or federal laws.

27. HIPAA BUSINESS ASSOCIATE PROVISION

A. Definitions

Contractor is considered a Business Associate ("BA") of County under the Health Care Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). The related terms used, but not otherwise defined, in this HIPAA BA provision ("BA Provision") shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, or the Privacy Rule, at 45 C.F.R. Parts 160, 162 and 164.

B. Obligations and Activities of Contractor under HIPAA

1) Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Provision, the Contract effective October 1, 2003 by and between County and Contractor, or as Required By Law.

2) Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Provision.

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

4) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this BA Provision of which it becomes aware.

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

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

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

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

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

10) Contractor agrees to provide to County or an Individual, in a timely manner, information collected in accordance with Paragraph B.9 of this BA Provision, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. Permitted Uses and Disclosures by Contractor

1) General Use and Disclosure Provision: Except as otherwise limited in this BA Provision, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.

2) Specific Use and Disclosure Provisions:

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

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

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

D. Obligations of County

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

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

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

E. Permissible Requests by County:

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

F. Term and Termination

1) **Term.** The Term of this BA Provision shall be effective as of date of execution and shall terminate when all of the Protected Health Information provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

2) **Termination for Cause.** Upon County's knowledge of a material breach by Contractor, County shall either:
a) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this BA Provision and the Contract if Contractor does not cure the breach or end the violation within the time specified by County;

b) Immediately terminate this BA Provision and the Contract if Contractor has breached a material term of this BA Provision and cure is not possible; or

c) If neither termination nor cure is feasible, County shall report the violation to the Secretary.

3) Effect of Termination.

a) Except as provided in Paragraph F.3.b of this BA Provision, upon termination of this BA Provision or the Contract for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copy of the Protected Health Information.

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

G. Miscellaneous

1) Regulatory References. A reference in this BA Provision to a section in the Privacy Rule means the section as in effect or as amended.

2) Amendment. The Parties agree to take such action as is necessary to amend this BA Provision from time to time as is necessary for County to comply with the requirements of the Privacy Rule and HIPAA.

3) Survival. The respective rights and obligations of Contractor under Paragraph F.3 of this BA Provision shall survive the termination of this BA Provision.

4) Interpretation. Any ambiguity in this BA Provision shall be resolved to permit County to comply with the Privacy Rule.

28. PROMPT PAYMENT ACT

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

Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor relating to this Contract. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; and (iii) Final accounting of all income from the Contract; and (iv) Downloading and removal of all County information from the Contractor’s equipment and software; and (v) Removal of Contractor services without affecting the integrity of County’s systems; and (vi) All Records and County property. This provision shall survive Contract termination. Contractor agrees to allow County to continue to utilize Contractor’s software until such time as County has completed processing all citations begun within term of Contract, or any extension thereto.

30. SIGNATORY WARRANTY

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

EXECUTED THIS ___________ DAY OF ___________________________ 2003.

COUNTY:

BY: Margaret Keliher
    Dallas County Judge

CONTRACTOR:

BY: Willard Stimpson

RECOMMENDED:

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

*APPROVED AS TO FORM:

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

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
TO: COMMISSIONERS COURT
FROM: Betty J. Culbreath, Director
DATE: October 7, 2003

SUBJECT: FY 2004 RYAN WHITE CARE ACT TITLE I APPLICATION

BACKGROUND OF ISSUE
The Dallas County Judge is the grantee and legal recipient of Ryan White C.A.R.E. Act Title I (Ryan White Title I) Grant funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title I funds for the Dallas Eligible Metropolitan Area (EMA), which includes Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman and Rockwall counties. In accordance with the provision of the Health Resources and Services Administration (HRSA), the Administrative Agency is responsible for completing the Ryan White Title I grant application, which is a continuing and competitive application, and submitting it to the HRSA.

FISCAL IMPACT
There will be no fiscal impact to Dallas County. If awarded full funding, DCHHS will receive $14,525,510 in Ryan White Title I grant funds to provide HIV/AIDS services.

OPERATIONAL IMPACT
The Administrative Agency will be responsible for administering all funds received under the FY 2004 Ryan White Title I grant.

LEGAL IMPACT
The Commissioners Court must approve the Administrative Agency’s FY 2004 Ryan White Title I grant application (see attachment), and authorize the County Judge to sign the application on behalf of Dallas County.

RECOMMENDATION
It is recommended that the Commissioners Court approve the Administrative Agency’s FY 2004 Ryan White Title I grant application as reflected on the attachment, and authorize the County Judge to sign the application on behalf of Dallas County.

RECOMMENDED BY:

Betty J. Culbreath, Director

attachment

C: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor

2377 Stemmons Freeway        Dallas, Texas 75207-2710        Office (214) 819-1858
Suite 600 LB-16               FAX (214) 819-6022
TO: Commissioners Court
FROM: Betty J. Culbreath, Director
DATE: October 7, 2003

SUBJECT: FY' 2004 Transportation Agreements

Background

The Dallas County Health and Human Services/Older Adult Services Program provides transportation services for senior citizen program participants to attend senior centers daily. Transportation services are funded through a Title III-B Older American's Act grant. Funds are expended through agreements with local program site sponsors, and through DART Paratransit vouchers.

For FY'2004, transportation agreements have been developed with nine site sponsors for the provision of transportation services at 15 senior centers for the period October 1, 2003, through September 30, 2004. An additional transportation provider may be added later in the program year.

Operational Impact

Transportation services will be provided as follows: 1) through agreements with local Site Sponsors 2) through DART Paratransit Services, and 3) through transportation services provided and funded by the site sponsor, no agreements or funds are exchanged. These are referred to as non-contracted sites.

Transportation agreements will enable the Older Adults Services Program to reimburse local site sponsors for actual costs associated with the program. Costs associated with the transportation program include driver salary, fringe benefits, gas, oil, vehicle insurance, registration, driver training and minor repairs and maintenance. Major repairs (over $200.00) are paid out of a separate major repair fund administered by the central office. The Older Adult Services Program will continue to assume responsibility for the monitoring of all transportation providers for compliance with Title III-B Transportation Service Standards. Start-up funds (an advance) of $1,500.00 per site will be provided to each site sponsor within the first two weeks of operation.

Fiscal Impact
The proposed amount requested from Dallas Area Agency on Aging is $240,000 which are Title III-B federal funds. County Matching Funds of $75,241 will be used to fund the remaining costs. (See Attachment A)
Legal Impact

Agreements require signatures of site sponsors and the County Judge. The District Attorney’s Office, Civil Section has reviewed and modified the Agreement content, and the Agreement has been approved as to form.

Recommendation

It is recommended that Commissioner’s Court approve the FY’ 2004 Transportation Agreements and that the County Judge be authorized to sign the agreements on behalf of Dallas County.

Recommended by:  
Betty J. Gulbreath, Director  
Department of Health and Human Services

C:  
Allen Clemson, Court Administrator  
Virginia Porter, County Auditor  
Zachary Thompson, Deputy Director  
Dianne Rucker, Assistant Director
### ATTACHMENT A

#### FY 2004 TRANSPORTATION BUDGET

<table>
<thead>
<tr>
<th>CONTRACT SITES</th>
<th>FY'04 Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Contract Sites</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Site Sponsor</strong></td>
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</tr>
<tr>
<td>1. Agape Memorial UMC</td>
<td>$86,500.00</td>
</tr>
<tr>
<td>(Juanita Craft, Richard Hsu, Sunshine, K.B. Polk, White Rock)</td>
<td></td>
</tr>
<tr>
<td>2. Concord MBC</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>3. Crest Moore King UMC</td>
<td>$48,000.00</td>
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<tr>
<td>(King New Beginning, Jefferson)</td>
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</tr>
<tr>
<td>4. Elmwood UMC</td>
<td>$18,500.00</td>
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<tr>
<td>5. Gospel Lighthouse Church</td>
<td>$38,000.00</td>
</tr>
<tr>
<td>(Mountain View, Cedar Crest)</td>
<td></td>
</tr>
<tr>
<td>6. City of Grand Prairie</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>7. Park South YMCA</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>8. Umphress UMC</td>
<td>$19,500.00</td>
</tr>
<tr>
<td>9. Wesley-Rankin Community Center</td>
<td>$14,000.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$280,000.00</td>
</tr>
</tbody>
</table>

#### Additional Expenses

- **$35,241.00**
  - (Van Rental, Major Repairs, County Auto, Paratransit)

**Total**

- **$315,241.00**

### TOTAL BUDGET

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Tittle III</td>
<td>$240,000.00</td>
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<tr>
<td>Local Cash [County Match]</td>
<td>$75,241.00</td>
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<td><strong>Total</strong></td>
<td><strong>$315,241.00</strong></td>
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</table>
FORMULATION OF AGREEMENT

Whereas the County of Dallas (County) is represented by the Dallas County Department of Health and Human Services Older Adult Services Program, a governmental entity; and

Whereas __________________________ (Transportation Provider) is a private non-profit organization; and

Whereas the Commissioners Court has determined that providing the much needed transportation services to seniors to enable them to attend the activities at the senior centers would serve and further the public purpose as well as benefit the County; and

Whereas the Texas Government Code Chapter 771, the Interagency Cooperation Act, in combination with the Texas Health and Safety Code Chapter 122, the Powers and Duties of Counties and Municipalities Relating to Public Health, provide authorization for a governmental agency to contract with a non-governmental agency to perform specific functions and services for a public purpose.

Now therefore, this Agreement is made by the County, and the Transportation Provider for transporting senior participants to the senior centers.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to secure transportation services for senior citizens participating in Dallas County Older Adult Services Program activities at the ______________________________. Transportation services consist of transporting an eligible person(s) from one location to another in support of the program activities of the Senior Center.

PERIOD OF AGREEMENT

This Agreement shall be in effect from October 1, 2003 through September 30, 2004.

RESPONSIBILITIES OF THE TRANSPORTATION PROVIDER

A. Provide transportation for eligible participants residing within zip codes ______________________________ to and from the Senior Center; and for all eligible participants to and from Senior Center activities as requested by the Center Manager.

B. Ensure that drivers verify eligibility of participants by consulting the Center Manager before transportation services are provided.

C. Provide at least one (1) fifteen passenger vehicle per center, or its equivalent, for transporting participants.

D. Provide one (1) primary driver and at least one (1) substitute driver, both of whom hold current Texas Operator's licenses, have no convictions for driving while intoxicated, have received citations for no more than two (2) moving violations within the past three (3) years, and have no immediate family member working for the Transportation Provider.

E. Provide the County with a copy of a valid Texas Drivers License for each driver.

F. Ensure that the drivers:

1. To the satisfaction of County, pass an annual basic physical examination which includes at least a blood pressure, hearing, vision, and drug test before transporting participants. Verification of the examination must be in the form of a written statement signed by a health care professional and kept on file by the Transportation Provider. A copy of the physical must be forwarded to the County.

2. Who have not been residents of Texas three (3) years prior to employment obtain a driver record check from the state(s) of previous residence and submit it to the Transportation Provider before transporting participants.

3. To the satisfaction of County, complete a background check before transporting participants.

4. Pass a road test in the vehicle he/she will be driving before transporting participants. Results of the road test are to be kept on file by the Transportation Provider and a copy forwarded to the County (see Attachment A).

5. Complete a training program which includes at a minimum the following:

a. An orientation (see Attachment B) before transporting participants and semi-annual briefings thereafter covering the transportation program, report forms, vehicle operation, vehicle maintenance, and the geographic area in which they will operate the vehicle.

b. Training before transporting participants on the use of any special equipment installed on their vehicles, such as wheelchair lifts, oxygen equipment, etc.

c. Completion within six (6) months of beginning employment of an approved National Safety Council Defensive Driving Course and every three (3) years thereafter; and annual completion of a class covering driving safety provided by the County. Drivers holding a current certification of the driver training course do not need to retake the course until three (3) years from the previous certification.

d. Completion within one (1) year of beginning employment of an approved course in passenger assistance techniques (provided annually by the County); and annual completion of a class covering passenger assistance provided by the County.

e. Completion within six (6) months of beginning employment and every two (2) years thereafter of approved courses in CPR and first aid (provided by the County semi-annually); and annual completion of a class covering CPR and first aid provided by the County.

G. Maintain permanent records, including training certificates, for all drivers to verify that training has been received, and forward copies of these to the County as they become available.
H. Conduct semi-annual driver evaluations which will include observation of driver on-the-job performance. Written documentation of driver evaluations will be maintained by the Transportation Provider and submitted to the Dallas County Older Adult Services Program upon completion (see Attachment A).

I. **Insurance Requirements** - Transportation Provider shall, at all times during the term of the Agreement and extended terms thereof, provide and maintain the following types of insurance protecting the interest of the County and the Transportation Provider with limits of liability not less than those specified below.

1. **Workers Compensation Insurance** - in the amount and in compliance with the provisions as provided for by Texas Law for all of Transportation Provider's employees assigned to operate or work under this agreement. In the event the Transportation Provider elects to sublet or subcontract any work, Transportation Provider shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are afforded protection by the Transportation Provider. In case any class of employees under this Agreement is not protected under Workers' Compensation statute, the Transportation Provider shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

2. **Commercial General Liability** - 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), and a products and completed operations aggregate of one million and 00/100 dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Transportation Provider's obligations herein; personal injury/advertising liability; medical payments; fire damage legal liability; broad form property damage, and liability for independent contractors.

3. **Comprehensive Automobile Liability** - Comprehensive Auto Liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than one million and 00/100 dollars ($1,000,000.00) each person and one million and 00/100 dollars ($1,000,000.00) each accident for bodily injury and two million and 00/100 dollars ($2,000,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than two million and 00/100 dollars ($2,000,000.00).

4. **Additional Insured Endorsement** - The policy or policies providing commercial general liability, automobile liability and as require above, shall be endorsed to name the County of Dallas, Texas, County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns as additional insured as respects operations performed by or on behalf of the Transportation Provider in performance of this Solicitation or Contract, inclusive of any Work Order. Such policy shall contain an endorsement that the Aother insurance@ clause shall not apply to Dallas County, Texas, its County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns.

5. **Notice of Cancellation or Material Change** - Policies and/or certificates shall specifically provide a thirty (30) day notice of cancellation, non-renewal, or material change to be sent to the County at the address shown above.

6. **Subcontractors** - If any part of the work is sublet, the Transportation Provider shall require any and all subcontractors performing work under this contract to carry insurance of the types and within limits of liability as the Transportation Provider shall deem appropriate and adequate. In the event a subcontractor
is unable to furnish adequate insurance required under the contract, the Transportation Provider shall endorse the subcontractor as an Additional Insured. The Transportation Provider shall obtain and furnish the County Certificates of Insurance evidencing subcontractors’ insurance coverage.

7. **Multiples Policies** - The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. In no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.

J. Maintain and service all vehicles used in performance of this Agreement on a periodic and timely basis as follows:

1. Perform informal weekly checks for operational readiness utilizing the Weekly Operational Checklist (Attachment C).

2. Maintain complete maintenance records for each vehicle utilizing the Vehicle Maintenance Log (Attachment D).

3. Ensure regular periodic maintenance services based on time and/or mileage usage of the vehicle as recommended by vehicle manufacturer.

4. Ensure that all vehicles are cleaned inside and out on a regular basis and that any damage to the vehicle is repaired as soon as possible.

K. Ensure that each vehicle will have available the following operational safety equipment:

1. First aid kit.

2. Annually certified and approved fire extinguisher.

3. Triangular reflective warning devices or flares.

4. Operating flashlight.

5. Working seat belts for front seat passengers.

6. Accessory boarding devices, including step and grab bar.

7. Dual side mirrors with convex mirror attachment.

8. Back up lens.


L. Maintain accounting records as may be necessary to substantiate expenditures under this Agreement and make such records available for inspection and audit as directed by the County and/or by state or federal agencies.
M. Submit Request for Payment form (Attachment E) to the Contracts Manager of the Dallas County Older Adult Services Program by the third day of the month following the month for which reimbursement is requested. Request for Payment shall include documentation, including original receipts, of all costs for which reimbursement is requested.

N. Maintain accurate records and submit Weekly Trips Log (Attachment F) each Monday, and Van Mileage and Fuel Report (Attachment G) by the third day of each month.

O. Complete and submit on a timely basis as deemed necessary by the County, any additional forms or reports relating to provision of services under this Agreement.

P. Ensure that all the transportation service cancellations are approved by the County.

A. Ensure that the Dallas County Health and Human Services Older Adult Services Program is a lien holder of all vehicles funded through the Dallas Area Agency on Aging or Dallas County.

V. RESPONSIBILITIES OF THE COUNTY

A. Provide payment to the Transportation Provider within thirty (30) working days of receipt of all properly prepared and submitted invoices.

B. Provide at least one (1) back-up vehicle, available to all Transportation Providers on a first come, first served basis, for use when the Transportation Provider vehicle is receiving necessary repairs or service.

C. Provide training to drivers as specified in section IV.F.5. of this Agreement.

D. Conduct quarterly monitoring visits that will consist of the following:

1. Review Transportation Provider’s files for:
   a. A copy of the driver’s license for each driver.
   b. Documentation of physical examination results.
   c. Documentation of all repairs and preventive maintenance to vehicle.
   d. Documentation of driver evaluation(s).
   e. Documentation of training received, copies of training certificates, etc.
   f. Compliance with all Title III Transportation Service Standards.

2. Review of transportation expenditures reported to Dallas County including documentation of:
   a. Driver(s)’ hours, salary and fringe benefits.
   b. Gas and oil expenditures.
   c. Minor repair and maintenance expenditures.
d. Insurance coverage and payment of premiums.

e. Any other expenditures reported to Dallas County such as registration fees, safety equipment, training fees, etc.

3. Inspection of vehicle condition for:

a. Required safety equipment.

b. Need for repairs.

4. On-the-job observation of driver performance for:

a. Maintenance of required reports, including van mileage, weekly trip logs, and weekly operational checklist.

b. Attitude of the driver toward passengers and ability to exercise proper judgement to insure passengers' safety.

E. Provide necessary forms and instructions to the Transportation Provider for record keeping and reports.

VI. FUNDING OBLIGATIONS AND COST REIMBURSEMENT

A. The County shall provide the Transportation Provider a lump sum amount of $ _____________ during the first thirty (30) days of the period of the Agreement. This payment shall constitute an advance payment toward future cost reimbursements to be made under the terms set forth below in section VI.B. of this Agreement. As determined by the County, the total amount shall be deducted from said reimbursements prior to the expiration of the period of Agreement. In the event that the Transportation Provider or the County execute the option of termination of the Agreement under Section VII.B. below, the Transportation Provider shall be obligated to reimburse the County all or any outstanding portion of this sum prior to expiration of the thirty (30) day advance written notice of termination.

B. The County shall reimburse the Transportation Provider for all documented and verifiable expenses incurred in providing transportation services in support of program activities to eligible persons during the Agreement period and which fall into the following cost categories:

1. Driver salary or wages specifically for time spent providing transportation services to Older Adult Services Program participants or for time driver spends in training.

2. Payroll taxes and fringe benefits paid by Transportation Provider.

3. Fuel and oil used specifically for mileage driven in support of Older Adult Services Program services only.


5. Major repairs over $200, with pre-approval by designated County staff, and for lowest of three (3) bids submitted with request for payment. Three (3) bids must be obtained before requesting approval for reimbursement of major repair costs.

6. Insurance coverage as required under section IV.I. of this Agreement.
7. Registration and state inspection fees.

8. Purchase and replacement of safety equipment required under section IV.K. of this Agreement.

9. Fees for training required under section IV.F.5. of this Agreement, when such training is not otherwise provided by the County.

10. Miscellaneous expenses considered by the County to be reasonable and necessary for the purpose of meeting requirements or performing services specified in this Agreement. Miscellaneous costs must be approved by the Older Adult Services Program Contract Manager or Program Manager in advance of expenditure in order for reimbursement to occur.

C. If less than 50% of the mileage placed on a vehicle (averaged over the Agreement year) is used in support of the Older Adult Services Program, the Transportation Provider will be reimbursed only for a percentage of vehicle repair costs covered under section VI.B.4. & VI.B.5. of this Agreement that is equivalent to the percentage of usage associated with the performance of services specified by this Agreement.

D. All funds reimbursed or advanced under this Agreement shall be used only for costs associated with transportation services for the Older Adult Services Program.

E. If costs reimbursed to the Transportation Provider at a later date are determined by the County to be unallowable or unverifiable, the County may at its discretion, either deduct those costs from future reimbursements or require the Transportation Provider to reimburse the County for those costs.

F. The total amount reimbursed to the Transportation Provider under this Agreement shall not, unless modified, exceed $______________.

VII. CONDITIONS AND LIMITATIONS OF AGREEMENT

The Transportation Provider and Dallas County agree that:

A. All payments by Dallas County to the Transportation Provider shall be dependent upon receipt of funding from the Community Council of Greater Dallas, Dallas Area Agency on Aging for this project.

B. This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other, but only after the initial three (3) year term of this Agreement or earlier upon mutual written agreement. The County reserves the right to terminate the Agreement immediately, in whole or in part at its sole discretion for the following reasons:

1. Lack of, or reduction in, funding;

2. Non-performance by Transportation Provider;

3. Transportation Provider’s improper, misuse or inept use of funds;

4. Transportation Provider’s failure to comply with the terms and conditions of this Agreement; or

5. Transportation Provider’s submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.
C. No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the both parties. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated without written amendment to this Agreement and shall be effective on the date designated by that law.

D. Transportation Provider hereby forever waives and releases the County, the County Commissioners, County Judge and their respective officers, agents, employees, and representatives (referred to collectively as "County") from any and all claims for damages, known or unknown, which may arise as a result, directly or indirectly, of Transportation Provider’s involvement in the services and underlying Agreement, including but not limited to the following: any premises or special defects known or unknown to the County; any injury to person and/or staff; and any injury to other individuals present during the Transportation Provider’s involvement under the terms and conditions of the Agreement, including willful acts; AND FURTHER, the Transportation Provider, to the fullest extent allowed by law, agrees to indemnify and hold harmless County against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorneys fees), incurred by or sought to be imposed on County because of injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Transportation Provider and/or its services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability or breach of non-delegable duty. Transportation Provider further agrees to defend (at the election of the County) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided hereunder.

E. This Agreement 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 Agreement and all pertinent matters shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

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

G. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the terms and provisions of this Agreement or the meaning or construction of the terms and provisions of this Agreement.

H. This Agreement shall be binding upon, and shall inure to the benefit of, County and Transportation Provider and their respective heirs, legal and personal representatives, heirs, successors and assigns. Transportation Provider may not assign any of its rights under this Agreement except as provided in the Agreement.

I. Transportation Provider is an independent contractor and not an agent, servant, joint enterprise or employee of the County. Transportation Provider represents that it has, or will secure at its own expense, all personnel and consultants required in performing the services except as or as described in this Agreement. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.
Executed this ______________ Day of ______________________, 2003.

COUNTY:

BY: Margaret Keliher
    Dallas County Judge

TRANSPORTATION PROVIDER:

BY:

RECOMMENDED:

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

*APPROVED AS TO FORM:

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

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

FROM: BETTY J. CULBREATH, DIRECTOR
HEALTH AND HUMAN SERVICES

DATE: OCTOBER 8, 2003

TITLE II CONTRACT FUNDS

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White C.A.R.E. Act (Ryan White) Title II funds for the Dallas Health Services Delivery Area (HSDA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title II funds for the Dallas HSDA. DCHHS monitors the programmatic and fiscal aspects of the service providers throughout the contract period and makes recommendations, when appropriate, to amend contracts.

The FY 2003-2004 Ryan White Title II award, in the amount of $2,188,325.00, was allocated as follows: $1,964,832 to be awarded to service providers; $29,000 for Ryan White Consortium of North Texas Support (including staff salaries, benefits, equipment, and supplies); and $194,493 to DCHHS for administration (including staff salaries, benefits, equipment, and supplies).

The service provider, AIDS Resources of Rural Texas, Inc. (ARRT), received $22,785 of the $1,964,832 for the Outpatient Medical Care Service Category. ARRT is currently under a unit cost contract to provide services to the clients in the Dallas HSDA. ARRT has requested that the contract be amended to allow both a unit cost and line item budget for the Outpatient Medical Care Service Category. The visits under the Outpatient Medical Care will be reimbursed as unit cost expenses not to exceed $13,747 and the laboratory fees for the Outpatient Medical Care will reimbursed as line item expenses not to exceed $9,038. This amendment will not change the total contract award of $22,785.

Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned to them by the Dallas County Commissioners Court.

2377 N. Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1849
Suite 200 LB-16 FAX (214) 819-6023
Legal Impact
The Dallas County Commissioners Court must approve the award recommendations, and authorize the County Judge to sign the contract on behalf of Dallas County.

Recommendation
It is recommended that the Dallas County Commissioners Court does hereby approve the FY 2003-2004 Ryan White C.A.R.E. Title II contract amendment for AIDS Resources of Rural Texas, Inc. to allow Outpatient Medical Care visits to be reimbursed as unit costs expenses and Outpatient Medical Care laboratory fees to be reimbursed as line item expenses, and authorize the County Judge to sign the contracts with the specific service provider on behalf of Dallas County.

RECOMMENDED BY:  
[Signature]
Betty J. Culbrett, Director
Department of Health and Human Services

c:  J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
### Funding Source: FY 2003-2004 TITLE II GRANT
Agency Name: AIDS RESOURCES OF RURAL TEXAS, INC.
Service Category: Outpatient Medical Care
Fee-for-Service Contract Amendment: Justification and Unit Cost Information

AIDS Resources of Rural Texas, Inc. provides a variety of services for individuals affected by HIV/AIDS including outpatient medical care.

<table>
<thead>
<tr>
<th>Year</th>
<th>Revised Budget</th>
<th>Reallocated Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>$22,785</td>
<td>$22,785</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original Service Category</th>
<th>Original Budget</th>
<th>Original Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Medical Care</td>
<td>$22,785</td>
<td>93</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revised Service Category</th>
<th>Revised Budget</th>
<th>Revised Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Medical Care – Visits</td>
<td>$13,747</td>
<td>56.11</td>
</tr>
<tr>
<td>Outpatient Medical Care – Labs</td>
<td>$ 9,038</td>
<td>Contractual</td>
</tr>
</tbody>
</table>

### Justifications for the contract amendment
AIDS Resources of Rural Texas, Inc. reviewed and revised the budget to separate laboratory fees from office visits for patients qualifying for Title II services.

### Unit Cost Information
AIDS Resources of Rural Texas, Inc. will provide 36.89 less units of Outpatient Medical Care-Visits to individuals living with HIV/AIDS at $245.00 per unit. The unit cost is within the cost corridor approved by the Ryan White/AIDS at $245.00 per unit. The unit cost is within the cost corridor approved by the Ryan White Planning Council. While the units produced are down in Outpatient Medical Care – Visits, the agency will provide for Outpatient Medical Care – Labs as a contractual service and be reimbursed only for approved expenses. There is no unit cost associated with Outpatient Medical Care – Labs as a result of the revised contract.
Date: September 26, 2003

To: Members of Commissioners Court

From: Mattye Maudlin-Taylor, Ph.D., Director

Subject: Medical Benefit Stop Loss Insurance

**Background**
The renewal for stoploss insurance for Dallas County’s self-insured medical benefits is due January 1, 2004. Currently, the County has a specific deductible of $275,000 per claim with an aggregate deductible of $165,000. Maintaining this deductible amount for 2004 will increase the premium an estimated 9.5%. Electing higher specific deductibles, as illustrated in the Attachment, can negate this increase. However, the selection of higher deductibles may expose the County to greater expense if a claim reaches beyond the current deductible level. Current claims experience identifies one claim above the current deductible and two others approaching the deductible. Human Resources/Civil Service recommends maintaining the current deductible arrangement.

**Impact on Operations**
None anticipated

**Financial Impact**
The stoploss insurance will limit the County’s financial loss exposure in its self-insured medical benefit programs. The funds for this Agreement are budgeted in, and will be paid from, the Benefit Trust.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the renewal of the stoploss insurance for the County’s self-insured Medical Benefits Program with a $275,000 deductible per claim and a specific aggregate deductible of $165,000, and authorize the County Judge to sign the renewal application and contract on behalf of the County.

Recommended by:

Mattye Maudlin-Taylor, Ph.D.

Attachment

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

Q:\Briefings 2004\PEBC 2004 Stoploss Renewal 100703.doc
### Dallas County Renewal Rates
**StopLoss 2004**

#### Dallas County - AGGREGATING SPECIFIC DEDUCTIBLE

<table>
<thead>
<tr>
<th>Specific Coverage</th>
<th>Current 2003 - $275,000 Deductible</th>
<th>Option 1 2004 - No Change to Deductibles $275,000 Deductible</th>
<th>% over 2003</th>
<th>Option 2 2004 - $300,000 Deductible</th>
<th>% over 2003</th>
<th>Option 3 2003 - $325,000 Deductible</th>
<th>% over 2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE Eligibility Census 8/01</td>
<td>4319</td>
<td>4319</td>
<td>4319</td>
<td>4319</td>
<td>4319</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Specific Deductible
- **$275,000**
- **Composite Specific Rate**:
  - $9.50
  - $10.44 (9.9%)
  - $8.96 (-5.7%)
  - $7.77 (-18.2%)
- **Aggregating Specific Deductible**:
  - $165,000
  - $181,000 (9.9%)
  - $155,000 (-5.7%)
  - $134,000 (-18.2%)
- **Annual Specific Premium at 8/01 Elig Census**:
  - $492,366
  - $541,084 (9.9%)
  - $464,379 (-5.7%)
  - $402,704 (-18.2%)
- **Specific Lifetime Maximum (per person)**:
  - $2,000,000
  - $2,000,000
  - $2,000,000
  - $2,000,000

#### Aggregate Coverage
- **Aggregate Composite Factor**:
  - $710.37
  - $751.56 (5.8%)
  - $759.08 (6.9%)
  - $766.67 (7.9%)
- **Aggregate Rate Per EE**:
  - $0.95
  - $1.00 (5.3%)
  - $1.00 (5.3%)
  - $1.00 (5.3%)
- **Minimum Attachment Point at 8/01 Elig Census**:
  - $36,817,056
  - $38,951,852
  - $39,341,598
  - $39,734,973
- **Maximum Reimbursement**:
  - $1,000,000
  - $1,000,000
  - $1,000,000
  - $1,000,000
- **Annual Aggregate Premium at 8/01 Elig Census**:
  - $49,237
  - $51,828
  - $51,828
  - $51,828

#### Total Specific + Aggregate Premium Annualized
- **$541,603**
- **$592,912 (9.5%)**
- **$516,207 (-4.7%)**
- **$454,532 (-16.1%)**

#### Total Specific + Aggregate Premium Monthly
- **$45,134**
- **$49,409 (9.5%)**
- **$43,017 (-4.7%)**
- **$37,878 (-16.1%)**

*All coverage basis is 12/15; rates and quote subject to claims activity thru 12/31*

*Minimum Attachment Point is 12 x the aggregate monthly factor x # of covered units based on effective date actual enrollment. (1/1/04)*

092403
Date: October 1, 2003

To: Members of Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D., Director

Subject: Agreement with Safeguard Health Plans, Inc.

**Background**
The Public Employee Benefit Cooperative (PEBC) recommended the attached Agreement with Safeguard Health Plans, Inc. for Plan Year 2003. In the process of verifying that all PEBC contracts for Plan Year 2003 were in place, it was discovered that the Safeguard 2003 Agreement had not been executed, although all rates had been briefed on August 13, 2002 and approved in Court Order 2002-1487.

**Impact on Operations**
The Agreement supports the County’s Benefits Program.

**Financial Impact**
The funds for this Agreement are budgeted in, and will be paid from, the Benefit Trust.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the Agreement with Safeguard Health Plans, Inc. for Plan Year 2003 and authorize the County Judge to sign the Agreement on behalf of the County.

Recommended by: [Signature]
Mattyte Mauldin-Taylor, Ph.D.

Attachment
GROUP CONTRACT FOR PREPAID SERVICES
ACCEPTANCE AGREEMENT

This Group Contract For Prepaid Services (the “CONTRACT”), is entered into between SafeGuard Health Plans, Inc., a Texas corporation (“SAFEGUARD”) and the organization named below (“ORGANIZATION”). Important Note: This Acceptance Agreement should be signed and returned to SafeGuard to ensure the continuation of your dental benefits plan.

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>Group No.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Legal Name</strong></td>
<td>04201</td>
</tr>
<tr>
<td><strong>Dallas County (PEBC-Dallas County)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Organization is a</strong></td>
<td>Corporation Partnership Sole Proprietor (X) Government Agency Union Trust</td>
</tr>
<tr>
<td><strong>Street Address &amp; PO Box Number, if applicable</strong></td>
<td>C/o PEBC, Attn: Diana Kongsveick, PO Box 5888</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Arlington</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>Texas</td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
<td>76005-5888</td>
</tr>
<tr>
<td><strong>Telephone Number</strong></td>
<td>817-695-9141</td>
</tr>
<tr>
<td><strong>Fax Number</strong></td>
<td>817-695-9104</td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td>Diana Kongsveick</td>
</tr>
<tr>
<td><strong>Contact Title</strong></td>
<td>Executive Director</td>
</tr>
<tr>
<td><strong>Contact Tel Number</strong></td>
<td>PEBC</td>
</tr>
<tr>
<td></td>
<td>817-695-9141</td>
</tr>
</tbody>
</table>

**EFFECTIVE DATE** SAFEGUARD, subject to all the conditions and provisions of the CONTRACT, and in reliance upon the statements of each Member in his or her Enrollment Card, shall provide the services and benefits and the other rights and privileges which are set forth in the CONTRACT, which shall take effect on **January 1, 2003**, (herein after call the “Effective Date”).

**TERM OF COVERAGE** The term of this Agreement shall be from **January 1, 2003** to **January 1, 2004**.

**PREPAID DENTAL CARE SERVICES** Dental Care Services as specified in Evidence of Coverage and Schedule of Benefits and Copayments of Plan **TXSP312E**.

**MONTHLY PREPAYMENT FEE** The monthly prepayment fee for the number of Members in each category shown below is due and payable from ORGANIZATION to SAFEGUARD on the first day of the month for each month the CONTRACT is in effect commencing **January 1, 2003**. **PEBC-Dallas County** will have a 31 day grace period for payment of the monthly prepayment fee.

SG-GKPSAA-TX 11/00
ELIGIBILITY
An employee of ORGANIZATION who meets eligibility requirements for coverage under ORGANIZATION'S policies will be eligible for coverage as stated in Section 3.5 of the CONTRACT.

<table>
<thead>
<tr>
<th>Plan Code Name: TXSP312E</th>
<th>Classes of employees to be covered</th>
<th>COVERAGE BASIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepayment Fee</td>
<td></td>
<td>Employer Contribution</td>
</tr>
<tr>
<td>Subscriber Only</td>
<td>$ 8.70</td>
<td>Employer pays</td>
</tr>
<tr>
<td>Subscriber + 1</td>
<td>$ 15.69</td>
<td>0 % of employee premium</td>
</tr>
<tr>
<td>Subscriber + Family</td>
<td>$ 20.12</td>
<td>0 % of dependent premium</td>
</tr>
<tr>
<td>Subscriber + Child(ren)</td>
<td>$ 15.69</td>
<td></td>
</tr>
<tr>
<td>Composite</td>
<td>$</td>
<td>Number of Eligible Employees</td>
</tr>
<tr>
<td>(if applicable)</td>
<td></td>
<td>Approximately 6100</td>
</tr>
</tbody>
</table>

POINT OF SERVICE OPTION SAFEGUARD has arranged for indemnity insurance to be provided to eligible Members for services not supplied by SAFEGUARD. This arrangement is a benefit under the terms of this contract, and the Certificate of Insurance issued by SAFEHEALTH LIFE INSURANCE COMPANY ("SAFEHEALTH"), which outlines the scope of coverage and the manner in which the dental insurance coverage may be used. In order to receive benefits from SAFEGUARD'S HMO plan, the Member and any Dependents must utilize only network providers, except for emergency dental care. and pay the copayments specified in the Evidence of coverage. Under SAFEHEALTH's Indemnity Policy, the Member or Dependent may utilize any provider but prior to receiving reimbursement, the Member or Dependent must meet the required deductible and will be responsible for the coinsurance amount specified in the policy or certificate.

Organization elects the Point of Service Option
Organization declines to elect the Point of Service Option

SPECIAL CONDITIONS

Eligible dependent children are those unmarried child(ren) up to age 25 and unmarried grandchild(ren) up to age 25 provided grandchild(ren) is, at the time of enrollment, a dependent for federal income tax purposes.

This Group Contract For Prepaid Services Acceptance Agreement entered into on January 1, 2003 and made part of the Contract For Prepaid Services.

SAFEGUARD HEALTH PLANS, INC.
A Texas Corporation

Name: ____________________________
Signature: _______________________
Title: Vice President

ORGANIZATION
Dallas County

Name: ____________________________
Signature: _______________________
Title: County Judge

SG-GKPSAA-TX 11/00
Date: October 1, 2003

To: Members of the Commissioners Court

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

Subject: Policy Revision – Transportation Program

**Background**
In its continued efforts to update the [Dallas County Code](#), the Human Resources/Civil Service Department submits the attached Transportation Policy for Commissioners Court review and approval. This revision amends the current Code by deleting any reference to monthly bus pass sales and referring only to Commissioners Court authorization for the purchase of annual transportation passes.

**Impact on Operations**
The amended policy will update the current practices.

**Financial Impact**
Adoption of the policy will not impose any additional financial impact, and may save the County in excess of $100,000 in FY 2004.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the attached revised Transportation Policy for inclusion into the [Dallas County Code](#).

**Recommended by:**

[Signature]
Mattye Mauldin-Taylor, Ph.D.
DIVISION 6. MONTHLY BUS PASS TRANSPORTATION PROGRAM

Sec. 82-841. Participation authorized; county contributions.

The Commissioners Court authorizes participation in Dallas Area Rapid Transit's (DART) discounted monthly bus pass annual transportation program. The county will contribute towards the purchase of monthly bus transportation passes is committed to the utilization of public transportation for employees who commute to work. Each year the Human Resources/Civil Service Department will review the annual transportation program with Commissioners Court during the annual budget cycle, develop/modify all policies and procedures related to the program, and communicate those to employees.


Sec. 82-842. Sale of bus annual passes.

The last four working days of each month and the first day of the following month, bus passes will be sold to full-time county employees in the personnel/civil service department between the hours of 8:15 a.m. and 4:15 p.m.

(Admin. Policy Manual, § B(8.20))

Sec. 82-843. Requests for payment.

The personnel/civil service department is responsible for submitting a request for payment to the auditor's office on the last Wednesday of each month, along with a completed DART bus pass order form for passes to be sold the following month.

(Admin. Policy Manual, § B(8.21))

Sec. 82-844. Approval; processing.

After approval of the commissioners court, the treasurer's office processes the payment, allowing for DART to receive the check and order form no later than the tenth of the month.

(Admin. Policy Manual, § B(8.22))

Sec. 82-845. Bus pass receiving date.

On or about the 20th of the month, the personnel/civil service department will receive the bus passes from DART.

(Admin. Policy Manual, § B(8.23))

Sec. 82-846. Returns for refund or credit.

Bus passes that are not sold are returned to DART for a refund or credit on future payments.
Sec. 82-847. Administration of proceeds from sales.

Proceeds from the sale of bus passes, along with other accounting procedures, will be administered as required by the county auditor.

Secs. 82-848–82-870. Reserved.
October 1, 2003

FOR BRIEFING
October 7, 2003

Hon. Commissioners Court
Administration Building
411 Elm Street
Dallas, Texas 75202

Dear Members of the Court:

We were informed by written notification that Prudential Financial, Inc. and Wachovia Corporation entered into an agreement to combine certain of their businesses under a new holding company named Wachovia/Prudential Financial Advisors, LLC. We are requesting that a formal Court Order be passed authorizing the Novation Master Repurchase Agreement between Wachovia Security, LLP and the County of Dallas.

Your concurrence will be appreciated by your formal action.

Cordially,

Lisa Hembry
Lisa Hembry
County Treasurer

LH/blm
Enclosure
TO: Commissioners Court
FROM: Bernard E. Blanton
SUBJECT: Old Red Courthouse Preservation & Restoration – Construction, Phase 1 – Change Order No. 6

BACKGROUND:

" " 2001-761, 04-17-01 Demolition Contract with Global Advantage.
" " 2001-1481, 08-07-01 Abatement Contract with ICE Contractors.
" " 2002-906, 05-14-02 Construction Contract with Haws & Tingle, Ltd.
" " 2002-2209, 12-03-02 Change Order No. 1: Revise wood window installation schedule.
" " 2002-2210, 12-03-02 Change Order No. 2: Add Kennedy Plaza Parking Garage Ramp Modifications.
" " 2003-479, 03-18-03 Change Order No. 3: Unknown conditions uncovered in the demolition process.
" " 2003-709, 04-22-03 Change Order No. 4: Revise admin offices, southwest quadrant, 1st floor.
" " 2003-1427, 08-12-03 Change Order No. 5: Labor for additional floor testing. Stairwell lighting.

During the floor repair at 3rd floor, east end of the building as identified in the construction documents, the General Contractor discovered the flooring to be unstable while setting shoring for removal of clay tile for concrete floor repair at the level above. After providing the additional shoring required to prevent collapse, the Structural Engineers were instructed to perform extensive testing to determine the bearing capacity of all areas of each floor suspected of undetected stress fractures created during this phase of the construction. The detailed testing as outlined and performed by Datum Engineering is a slow and tedious process involving the direct application of measured weight to each bay of clay tile flooring supported between the structural I beams. This proposed Changed Order No. 6 identifies the portion of the flooring that has been fully tested to this point in time and requires replacement. Upon completion of the ongoing testing that remains, Engineering & Project Management shall finalize and total the additional floor repairs added to the construction contract as a result to the work performed during Phase I construction.

Current Project Status: Exterior stone removal and replacement, South Elevation, 50% complete. Wood window installation, West Elevation is 85%, North Elevation is 90% and East Elevation is 85%, South Elevation is 10% complete. Total Phase 1 construction work is approximately 90% complete.

IMPACT/OPERATION: The following items added to the construction contract due to unknown or concealed conditions uncovered by the Design Architect during the ongoing construction investigation and detailed testing performed by the Structural Engineer:

CHANGE ORDER NO. 6

<table>
<thead>
<tr>
<th>DAYS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Add 0</td>
</tr>
<tr>
<td>6.2</td>
<td>Add 0</td>
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</table>

6.1 Provide 2,220 sq.ft. of additional repairs to the floors and ceiling to include the removal of the clay tile and replacing with structural concrete per structural engineer drawing Sheet SR-2, SR-4, SR-5 & SR-6. (See attached)

Architect request; PR No. 34-R-2

6.2 Furnish and install 300 lf of sealant repairs at the existing copper roof flashing to exterior sandstone wall along the East and South Elevations.

Contractor request; PR No. 35
6.3 Correction: Change Order No. 5.3
Revise Haws & Tingle PR No. 28 to reflect total change from $11,411 to $11,431.
Furnish and Install additional electrical lighting at east and west stairwells per
Architect plans dtd 4/14/03, which includes previously completed drywall, wiring
Conduit stubbed out but not connected to inverter or new panels. Provide temporary
power connection to existing electrical panel in the attic.
Contractor request; PR No. 28-R Add 0- $ 20

6.4 Correction: Change Order No. 5
Due to mathematical error, total amount of Change Order No. 5 should have been
$23,403.00.
Owner request; Deduct 0- $(300)
Total Add 0- $117,741

Request the total amount of $117,741 added to the construction contract. No additional days added to the interior masonry and concrete restoration work. The total restoration contract completion date remains unchanged, November 30, 2003. Except as noted above, all terms of the original contract agreement will remain in full force and effect.

LEGAL: N/A

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: The total revised construction cost to complete Phase 1 is $6,355,608. Funds for the Old Red Courthouse Preservation & Restoration Project appropriated in the FY2001, FY2002 and FY2003 Major Capital Improvement Fund, Fund 196, FY2001 MCIP included $550,000 designated for Old Red Stonework and $5,700,000 for Old Red Restoration. Funds remaining in the FY2001 MCIP appropriations for Old Red Courthouse Renovation are $276,159 (this amount includes $462,500 in reimbursement received from the State of Texas grant for architectural services). FY2002 MCIP appropriated $2,000,000 for Old Red Renovation and $4,100,000 for Old Red Stonework. An additional $2,000,000 was appropriated in FY2003 for Old Red Restoration. Total funds remaining for the Old Red Restoration Project (Renovations/Stonework) appropriations in Fund 196 (FY 2001, 2002 and 2003) are $5,787,039.

<table>
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<td>Total Contract to Date</td>
<td>6,237,867</td>
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<td>Change Order No. 6</td>
<td>117,741</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$6,355,608</td>
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</table>

As a result of this Change Order No. 6, no days added to the interior masonry and concrete restoration work. The total restoration contract completion date remaining unchanged, November 30, 2003.

RECOMMENDATION: Engineering & Project Management recommend Dallas County Commissioners Court authorize Change Order No. 6 in the amount of $117,741 and no additional days added to construction contract with Haws & Tingle, LTD. to complete the Old Red Courthouse Preservation & Restoration – Phase 1 work and the County Judge to sign on behalf of Dallas County.

Approved by:

[Signature]
Dan Savage
Assistant Administrator for Operations
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: Old Red Courthouse
QUOTE NO.: 34-R-2
DATE QUOTED: 09/29/03

TO: Mr. Tom Marshall
James Pratt Architecture
1645 Stemmons #2
Dallas, Texas 75207

PROJECT NO.: 22005
DAYS ALLOWED
FOR APPROVAL: 7
EXPIRATION DATE: 10/06/03
ADDITIONAL DAYS
FOR COMPLETION OF
THE CONTRACT: 0

DESCRIPTION:
SECOND REVISED COST PROPOSAL NO.34
Additional repairs to floors and ceiling. Removal of clay tile and replacement with structural concrete as per structural engineer and the attached drawings.

<table>
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<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
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SELF PERFORMED WORK

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<tr>
<td>FEE PERCENT: 15%</td>
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<td>BOND: 1.5%</td>
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<td>TOTAL REQUEST AMOUNT: $116,949</td>
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DISTRIBUTION
Mr. Bernie Blanton
Job File

Signed By: Robert Scheelar, Project Manager
Date: 9/29/03

HAWS & TINGLE GENERAL CONTRACTORS, INC.
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*Project: Old Red Courthouse*
*Project No.: 22005*
*Date: 09/29/03*
Date: October 1, 2003

To: Commissioners Court

From: John M. Hennessey
MIS Director

Subject: Tax Office Use of TxDOT Motor Vehicle Registration Renewal Application RTS2

Background

The Motor Vehicle Registration Renewal internet application was developed and has been host by Texas Local Interactive (TLI) since the website went live in April 2000. The County has averaged approximately 2,700 transactions per month since April 2000. A convenience fee of 3 percent was approved by Commissioners Court for this transaction. The entire convenience fee went to TLI to help cover TLI operating costs.

TLI has indicated that they will not renew the current contract which expires December 19, 2003. The Tax Department, working with the MIS Director, initiated discussions with TxDOT on having the Motor Vehicle Renewal Application processed by TxDOT on the TexasOnline state website. Tax Office staff visited Collin County and reviewed the new RTS2 system and were pleased with the operation and functionality of the new RTS2 system.

Financial Impact

There is no financial impact to the County. The $2.00 convenience fee charged by the state remains with the state. All County revenues from the registration renewal process will continue to flow with no changes. Ms. Daisy Power, Tax Office Chief Deputy, has indicated that there are no outstanding issues with the County Auditor and County Treasurer on the flow of funds and audit concerns. The Tax Assessor-Collector, Mr. David Childs, has provided the necessary banking information to TxDOT to allow electronic payments to flow from the state to the County. Shifting the application to the state will result in a reduction of gross revenue for TLI. Of the approximately $7,700 average monthly gross revenue for the Motor Vehicle Renewal Application, $6,416 represents the credit card merchant fees with $1,284 remaining for TLI gross profit.
Operational Impact

The new system in use by TxDOT, RTS2, will now automatically update the internet payments into the state's computer system. The Tax Office currently uses the state's old computer system, RTS, which requires that clerks manually post the payments into the system. Once live on the new system, clerks will no longer be required to post internet payment transactions. Tax Office staff have been trained on the application and are ready to begin operations with RTS2. The only change to the County website is to change the link to point to the TexasOnline portal.

Recommendation

No additional action is required by Commissioners Court. TxDOT has modified the application to allow access for Dallas County. The switch to the RTS2 application is projected to occur not later than Monday, October 13, 2003.
Date: October 7, 2003
To: Commissioners Court
From: Maria Hernandez, Policy Analyst
Subject: JP Collections Sign in Spanish

BACKGROUND OF ISSUE

Of the defendants that have received citations in precinct 2, some are choosing to go to the Justice of the Peace office in Garland to pay them. Many are Spanish speakers and require interpreters to handle their citations. It has been suggested that perhaps the posting of a Spanish sign could reduce the need for bilingual staff to be pulled away from regular duties to translate. An English version of the sign (Attachment A) has been posted and a sample Autocite citation is being prepared to hang by the sign to further assist the public.

IMPACT ON OPERATIONS

It is anticipated that the posting of a Spanish sign (Attachment B) will allow defendants to properly dispose of their citations and require less assistance from the clerks.

FINANCIAL IMPACT

None.

LEGAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Spanish version of the attached sign be approved for posting. Facilities will generate and post the sign to decrease the need for clerks to translate as well as serve the Spanish speaking community in that office.

Approved by: Allen Clemson, Administrator

411 Elm Street Dallas, Texas 75202 Phone 653-7327, Fax 653-7057
ATTENTION

IF YOUR DUE DATE HAS NOT PASSED, AND YOU PREFER TO HANDLE YOUR TRANSACTION BY MAIL, PLEASE SELECT THE OPTION THAT PERTAINS TO YOU AND FOLLOW THE DIRECTIONS. YOU MAY ALSO PAY YOUR CITATION ONLINE AT www.tickets.dallascounty.org OR BY PHONE AT 214-904-3188.

(Note: We consider postmarking by your appearance date a valid appearance).

TO PAY YOUR FINE IN FULL Place check or money order for the full amount in the envelope, or complete the credit card information on the back of the envelope, and postmark by your appearance date. (Note: Waiver must be signed so that the Central Collections Center may process your request).

TO PLEA NOT GUILTY and request a hearing, fill out the required information on the back of the ticket and mail it to the address listed. (Note: Waiver must be signed so that the Central Collections Center may process your request).

TO REQUEST DEFERRED ADJUDICATION You must plea No Contest or Guilty and make the request in writing. (Note: Waiver must be signed so that the Central Collections Center may process your request).

TO REQUEST A DRIVING SAFETY COURSE to satisfy one moving violation, fill out the required information on the back of the citation, enclose a copy of your Texas Driver's License and proof of insurance and mail it certified to the address listed. (Note: Waiver must be signed so that the Central Collections Center may process your request).

TO REQUEST MORE TIME to pay your fine, you must plea No Contest or Guilty and make your request in writing. (Note: Waiver must be signed so that the Central Collections Center may process your request).

If you have additional questions, please contact us:
Dallas County
Central Collections Center
PO Box 540488
Dallas, Texas 75354-0488
(214) 904-3188
ATENCION

SI SU FECHA LIMITE NO HA PASADO, ES POSIBLE LIQUIDAR SU CITACION POR CORREO. SIMPLEMENTE ESCOJA UNA DE LAS SIGUIENTES OPCIONES Y SIGA LAS INSTRUCCIONES. SI USTED PREFIERE LIQUIDAR SU CITACION POR INTERNET VISITE www.tickets.dallascounty.org O LLAME AL 214-904-3188.

(Nota: Si su fecha limite no ha pasado, consideramos la fecha del correo como una apariencia valida).

PARA PAGAR SU MULTA Por correo, marque la declaracion apropiada en la citacion, firmela y envíe con su cheque o giro postal (money order) a la direccion de correo. Si desea pagar con tarjeta de credito, marque la declaracion apropiada en la citacion, firmela y envíela. (Nota: La renuncia debe ser firmada para que el Centro de Colecciones pueda procesar su pedido).
NO SE ACEPTAN PAGOS EN ABONOS SIN CONTRATO

PARA DECLARARSE INOCENTE Y PEDIR UN JUICIO Marque la declaracion apropiada, firme la citacion y envíe a la direccion de correo. (Nota: La renuncia debe ser firmada para que el Centro de Colecciones pueda procesar su pedido).

PARA PEDIR DEFERRED ADJUDICATION Es necesario mandar pedirlo en escrito al centro de colecciones a la direccion de correo. (Nota: La renuncia debe ser firmada para que el Centro de Colecciones pueda procesar su pedido).

PARA PEDIR UN CURSO DE MANEJO DEFENSIVO Marque la declaracion apropiada en el fondo de la citacion, mande una copia de su Licencia de Manejar de Texas y un comprobante de Seguro de Automovil vigente. (Nota: La renuncia debe ser firmada para que el Centro de Colecciones pueda procesar su pedido).

PARA PEDIR MAS TIEMPO para pagar su multa, es necesario mandar pedirlo en escrito al centro de colecciones a la direccion de correo. (Nota: La renuncia debe ser firmada para que el Centro de Colecciones pueda procesar su pedido).

Para mas informes, favor de comunicarse con nosotros:
Condado de Dallas
Centro de Colecciones
PO Box 540488
Dallas, Texas 75354-0488
(214)904-3188
DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

DATE: October 1, 2003
TO: Commissioners Court
THROUGH: Ryan Brown, Budget Officer
FROM: Ronica L. Watkins, Senior Budget & Policy Analyst

SUBJECT: Rationale for Same Date Briefing and Court Order

The 2003 LLEBG Program requires that prior to the request for draw-down of LLEBG funds that a public hearing be held and an advisory board must review the County’s proposed use of the grant funds and make non-binding recommendations to the Commissioners Court on the use of the funds. The grant also requires that a public hearing regarding proposed use of the grant funds be held. The required quick turnaround of the submission necessitates the same date briefing and Court Order. A timely approval is essential, therefore, the referenced briefing and Court Order will be presented during the October 7, 2003 Commissioners Court.
October 1, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

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

SUBJECT: 2003 LLEBG Advisory Board and Public Hearing (Court Order on Formal Agenda)

Background

The 2003 Local Law Enforcement Block Grant (LLEBG) program provides funds for designated jurisdictions for the period October 1, 2003 to September 30, 2005. The program guidelines stipulate certain conditions that must be met prior to the expenditure of LLEBG funds. The first condition is that the County must set up an advisory board to make non-binding recommendations for the use of the funds, and second, the County must hold a public hearing to receive public input concerning the use of the monies.

The purpose of this briefing is to make a recommendation regarding membership on the required advisory board and the date for the public hearing.

Operational Impact

Through negotiations led by Commissioner Cantrell, the County has once again been able to gain consensus from the six large cities certified as disparately funded in comparison to Dallas County by the Attorney General (Dallas, Garland, Mesquite, Irving, and Grand Prairie have shared funding with the County since the program's inception in FY96 - Carrollton was added as a disparately funded city in FY00). In addition, this year the County was able to garner 100% of the City of Richardson's LLEBG award for its own use (Richardson has historically been certified by the AG as disparate, but has never participated in the LLEBG program nor accepted any of their grant funds). The agreement requires no excess expenditure of County funds beyond those of the grant and match.
Fiscal Impact

In a letter dated July 3, 2003 from Jay Kimbrough, Deputy Attorney General for Criminal Justice, Dallas County received notice of the Disparate Jurisdiction certification concerning the 2003 Local Law Enforcement Block Grant (LLEBG) application. Dallas County, in negotiations with the other declared disparate jurisdictions within Dallas County, has negotiated the amount of $901,851 with a County match of $100,206. Matching funds of $100,206 are budgeted in the FY2004 Budget.

Special Grant Conditions

Advisory Board - The grant requires that prior to the expenditure of LLEBG funds an advisory board must review the County’s proposed use of the grant funds and make non-binding recommendations to the Commissioners Court on the use of funds. Membership on the advisory board must include a representative from: a) the local police or sheriff’s department; b) the local prosecutor’s office; c) the local court system; d) the local school system; and e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment.

The Office of Budget and Evaluation recommends that the following individuals be appointed to serve on the 2003 LLEBG advisory board. These are the same individuals that served on the 2002 LLEBG advisory board, with the exception of Chief Lindsey.

Sheriff’s Department
District Attorney
Courts
Schools
Nonprofit

Chief Gary Lindsey
Kimberly Gilles
Judge John Creuzot
Martha Hawkins, DISD
Paige Flink, The Family Place

Each of these individuals has been contacted and has agreed to serve on the board.

Public Hearing - The grant also requires that a public hearing regarding the proposed use of the grant funds be held prior to the obligation and expenditure of any LLEBG funds. The Office of Budget and Evaluation will post the public hearing to be held on Tuesday, October 21, 2003, during the regularly scheduled Commissioners Court.

Recommendation

The Office of Budget and Evaluation recommends the 2003 Local Law Enforcement Block Grant advisory board be comprised of those members as suggested above and that the Commissioners Court set a public hearing concerning the uses of the 2003 LLEBG funds for October 21, 2003, at 9:00 A.M.
ORDER NO: ________________

DATE: ________________

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on
the ____ day of __________________ , 2003, on motion made by ________________________________

and seconded by ________________________________ , the following Order was adopted:

WHEREAS, on October 7, 2003, Commissioners Court was briefed concerning stipulations of the 2003 Local
Law Enforcement Block Grant (LLEBG) from the U.S. Department of Justice; and

WHEREAS, one of the two stipulations of the grant is that an advisory board be appointed to make non-binding
recommendations on the use of funds; and

WHEREAS, the second grant stipulation is that a public hearing on the use of funds must be held prior to
Commissioners Court making a final decision on the allocation of funds.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Dallas County Commissioners Court
approves the appointment to the 2003 LLEBG advisory board of Chief Gary Lindsey, Sheriff’s Office as the law
enforcement member, Judge John C. Creuzot as the Judiciary member, Kim Gilles as the member for the District
Attorney’s Office, Martha Hawkins, DISD as the member for schools, and Paige Flink of The Family Place as the
non-profit member, and that a public hearing be set on October 21, 2003, during the normal Commissioners Court
session to accept citizen comment concerning the use of 2003 LLEBG funds and further authorizes the County
Judge to sign all related documents.

DONE IN OPEN COURT this the ____ day of ________________________________ , 2003.

Margaret Kaliber  Jim Jackson  Mike Cantrell
County Judge    Commissioner District 1    Commissioner District 2

John Wiley Price  Kenneth A. Mayfield
Commissioner District 3    Commissioner District 4

Recommended By: Ryan Brown, Budget Officer
MISCELLANEOUS

1) **DISTRICT COURTS ADMINISTRATION** - due to security and handicap concerns requests approval for the three IV-D Court Judges to be allowed secured parking in the George Allen Sr. Courts Building Parking Garage. Current policy allows assigned parking to all Dallas County Judges and Associates. To make room for the IV-D Judges, three employees will be assigned parking space in the adjacent Revenue Garage. Recommended by Facilities Management.

2) **FACILITIES MANAGEMENT** - requests approval:

   a) for five additional parking spaces in the George Allen Sr. Courts Building Parking Garage. This will accommodate the District Court Administrators request for the IV-D Judges as well as additional spaces for staff and County vehicles. Recommended by Facilities Management.

   b) to convert an existing storage room in the Sheriff’s Office, Warrants Division, to a secured storage room. The purpose of the secured storage room is to store all of the Special Investigation Division’s equipment and evidence because the current location’s lease expired September 30, 2003. The estimated cost is $2,000. Funds are available in Fund 00126, FY2004, Permanent Improvements, Minor Building Renovations.

3) **TAX ASSESSOR/COLLECTOR** - requests approval to authorize payment to Myriad Systems for invoices dated back to December 2002 for postage on mail sent out of the Country for Dallas County by Myriad Inc.. Out of Country postage is not covered in the contract and foreign items cannot be sent by bulk mail. The total payment due is $644.23. Funds are available within the Tax Assessor/Collector Budget. Recommended by the Office of Budget & Evaluation.

4) **PURCHASING DEPARTMENT** - requests approval for the Annual Contract Janitorial Services for Various County Facilities, Bid No. 2001-197-975 be continued for the second and final extension effective October 1, 2003 through September 30, 2004.

   (Please Refer to Information Item No. 5b)

   (COURT ORDER ON FORMAL AGENDA)
TRAVEL REQUESTS

5) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for Timothy Sliter to attend the National (Annual) CODIS Conference in Lansdown, VA on November 2-6, 2003 **at no cost to Dallas County**.

6) **PURCHASING DEPARTMENT** - requests approval for Willa Roberts to attend the Houston/Galveston Area Council Purchasing Cooperative Advisory Committee Meeting in Houston, Texas on November 5, 2003 **at no cost to Dallas County**.

7) **DISTRICT ATTORNEY** - requests approval for:
   
   a) Mysti Curran to train and provide Family Violence Training for Law Enforcement in Luling, Texas on October 8-9, 2003: $510 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).
   
   b) Meghan Miller, Ona Foster, Jon Lumbley, Christina Coulits, and Carla Bean to train and provide Family Violence Training for Law Enforcement on October 9-10, 2003: $2,690 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).
   
   c) Andrea Perez and Jon Lumbley to train and provide Family Violence Training for Law Enforcement in Eagle Pass, Texas on October 12-13, 2003: $1,220 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2003, (00466.6001.4010.2003).

8) **PROBATE COURT NO. 1** - requests approval for Garnett Grevelle to attend the 2003 National Guardianship Conference in Baltimore, MD on October 26-29, 2003: $516.66 is available in Escrow Fund, Probate Court No. 1 Department, Education Account, FY Budget 2003, (00532.4701.21667.2003), $516.66 is available in Escrow Fund, Probate Court No. 1 Department, Education Fund, FY Budget 2003, (00532.4702.21667.2003), and $516.68 is available in Escrow Fund, Probate Court No. 1 Department, Education Fund, FY Budget 2003, (00532.4703.21667.2003).

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

   a) Karine Lancaster to attend the TALO Membership Meeting in Austin, Texas on October 9, 2003: $274.68 is available in Grant Fund, OPHP Bioterrorism Department, Conference Travel Account, FY Budget 2004, (00466.08723.02460.2004).
b) Jacquelyne Rolling to attend the Childhood Lead Poison and Prevention Network Retreat Case Management: Home Visits and Environmental Investigations to standardize Protocols and forms for Home Visits in New Braunfels, Texas on October 22-24, 2003 **at no cost to Dallas County.**

c) Scott A. Sawlis to speak on Mosquito Surveillance at the West Texas Turfgrass and Irrigation Conference in Midland, Texas on October 29, 2003 **at no cost to Dallas County.**

**EXCEPTION TO TRAVEL REQUESTS**

**UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED**

10) **PROBATE COURT NO. 1 (Judge Nikki DeShazo)** - requests approval to attend the National Guardianship Association Annual Conference in Baltimore, MD on October 26-29, 2003: $1,672 is available in Escrow Fund, Probate Court No. 1 Department, Education Account, FY Budget 2003, (00532.4701.21667.2003).

**MISCELLANEOUS EQUIPMENT**

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<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
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</table>

**PROPOSED ACTION:** Constable Gothard, Constable Precinct 2, requests authorization to purchase one (1) new traffic unit video camera because the current camera is three years old and has been repaired approximately ten times. Police Technologies, Inc. states that the internal parts are worn out and the camera can no longer be repaired. The state law on racial profiling requires that all traffic cars have a camera. Recommended by the Office of Budget and Evaluation.
(2) DEPARTMENT: County Court at Law #3
ITEMS: County Seal
ESTIMATED COST: $200
FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment
EXPENDITURE SOURCE: 00120.01022.2090.2004 (General Fund, Facilities, Property less than $5,000, FY2004)
PROPOSED ACTION: County Court at Law #3 requests authorization to purchase a replacement County Seal for the court room. The original seal cannot be located. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

**Elections D-0309011** requests to install four data-line cables on the 8th floor to provide the ability to scan the early voting ballots. Installation: $316.00; no recurring cost. **Recommended.**

**Public Works M-0309017 & D-0309007** requests to install a phone line and a data-line on the 4th floor of the Administration building to relocate work station from hazardous tombstone jack in middle of office. Installation: $100.25; no recurring cost. **Recommended.**

**Truancy Court** - requests:
**D-0309013** to install two data-lines on the 4th floor of the FCCB to install network printers. Installation: $117.50; no recurring cost. **Recommended.**

**D-0309012** to install a coaxial cable in room 224 of the NDGC to connect a mainframe printer. Installation: $66.00; no recurring cost. **Recommended.**

**Juvenile District 2 M-0309009** requests to install a phone line on the opposite wall of the office. Installation: $66.00; no recurring cost. **Recommended.**

**Engineering & Project Management M-0309026** requests to upgrade the multi-line phone to a multi-line with speaker phone. Equipment: $38.00; Installation: $0.00, labor covered by contract; no recurring cost. **Recommended.**

**IT Services D-0309010** requests to install a data-line cable at the Auto Service Center to extend the demarcation point. Installation: $55.00; no recurring cost. **Recommended.**
County Clerk Criminal D-0309018 requests to install a data-line cable on the 2nd floor of the FCCB room A-3-4 to replace damaged existing cable. Installation: $58.75; no recurring cost. Recommended.

County Clerk Civil M-0309040 requests to install a phone line in room 23 of the Records building. Installation: $41.50; no recurring cost. Recommended.

Tax Office D-0309024 requests to install a coaxial cable to provide a mainframe terminal for a new employee. Installation: $132.00; no recurring cost. Recommended.

Personnel Civil Service M-0309038 requests to install a single-line to be used with a fax. Installation: $58.75; no recurring cost. Recommended.

District Criminal Court - requests
M-0309042 & D-0309023 to install a data-line cable and a phone line in room A-9 on the 7th floor of the FCCB. Installation: $79.80; no recurring cost. Recommended.

Public Defender D-0309022 requests to install a data-line cable in the GACB on the 6th floor to provide Attorneys access to network. Installation: $58.75; no recurring cost. Recommended.

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