# DALLAS COUNTY COMMISSIONERS COURT
## BRIEFING AGENDA

October 14, 2003

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MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty Culbreath, Director
Health and Human Services Department

DATE: October 14, 2003

SUBJECT: AGREEMENT WITH THE METHODIST CHARLTON MEDICAL CENTER

BACKGROUND OF ISSUE

Methodist Charlton Medical Center desires to enter into an agreement with Dallas County Health and Human Services ("DCHHS"), to offer its second-year residents clinical experience in the field of public health. Dallas County Health and Human Services shall provide Methodist Charlton Medical Center second-year residents in the Family Practice Residency Program the opportunity to obtain practical clinical and field experience by working with a public health nurse and Disease Intervention Specialist in the County's various "clinics or facilities", including but not limited to the HIV Early Intervention Clinic, Tuberculosis Elimination Program, STD/HIV Program and the Communicable Disease Program.

OPERATIONAL IMPACT

This Agreement with the Methodist Charlton Medical Center will have no impact on operations.

LEGAL IMPACT

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

FINANCIAL IMPACT

There is no cost to the County for providing these services.

PROJECT SCHEDULE

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

2377 N. Stemmons Freeway
Suite 644 - LB 12
Dallas, Texas 75207-2710
Office (214) 819-2100
FAX (214) 819-2107
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Agreement with the Methodist Charlton Medical Center, and authorizes the County Judge to sign the Agreement on behalf of Dallas County.

Recommended by: Betty Culbreath, Director

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

Whereas, the Methodist Health System d/b/a Methodist Charlton Medical Center ("MCMC") is a private non-profit entity and Dallas County ("County") is a political subdivision of the State of Texas; and

Whereas, MCMC recognizes that clinical practice under appropriate guidance and supervision is essential for the development of effective skills, clinical judgment, and sense of professional responsibility for the duly registered eligible second-year Residents of the MCMC Family Practice Residency Program ("Residents"); and

Whereas, it is the desire of MCMC and County to have Residents participate in the clinical experiences in the field of public health at clinics operated by the County and that will be mutually coordinated to enhance the public health education of Residents; and

Whereas, providing Residents with clinical learning experiences at Dallas County Health and Human Services ("DCHHS") will benefit the County as well as serve and further the public purpose; and

Whereas, Residents will continue to receive their regular salaries and benefits from MCMC.

Now, therefore, this Agreement is entered into by and between County, on behalf of DCHHS, and MCMC pursuant to the authority of Texas Government Code Chapter 771, the Interagency Cooperation Act, in combination with Texas Health and Safety Code Chapter 122, the Powers and Duties of Counties and Municipalities Relating to Public Health, for and in consideration of the mutual covenants and agreements as follow:

2. TERM

This Agreement shall be effective from October 1, 2003 through September 30, 2004, unless otherwise stated in this Agreement.

3. MCMC'S RESPONSIBILITIES

A. Plan, implement, and administer the curriculum;

B. Provide information concerning rotation dates, and numbers of Residents, beginning on the date requested by County;

C. Furnish the names of Residents assigned to County's facility;

D. Provide an Academic Coordinator for the clinical training to assist with instruction and evaluation;
E. Ensure that the Residents have professional liability insurance;

F. Provide information, advice and consultation on clinical training/education

G. Maintain close contact with relevant County personnel during clinical rotations to evaluate the Residents and determine that County is fulfilling its obligations to the Residents;

H. Cooperate and see that Residents abide by all County and DCHHS rules, regulations, policies and procedures;

I. Provide an appropriate instrument for evaluation of the clinical experience, and familiarize both Residents and clinical instructors in the use of this instrument;

J. Require each Resident to complete and submit to County prior to starting his/her rotation at DCHHS a copy of the “Release and Waiver of Claims,” attached hereto as “Exhibit A,” and incorporated herein for all purposes; and

K. Require each Resident to read, sign and submit to County prior to starting his/her rotation at DCHHS a copy of the “Workforce Confidentiality Agreement,” attached hereto as “Exhibit B,” and incorporated herein for all purposes.

4. COUNTY’S RESPONSIBILITIES

A. Provide the clinical experience under the supervision of qualified personnel who meet the relevant industry’s minimum standards;

B. Provide staff and related resources necessary to implement the clinical learning experiences of the Residents;

C. Appoint a County representative to serve as coordinator of the clinical education, whose responsibilities will be to ensure the following:
   1) Orient the Residents to each particular Dallas County program;
   2) Plan the learning experiences;
   3) Evaluate each Resident’s performance; and
   4) Provide the orientation and supervision of clinical instructors.

5. MUTUAL ASSURANCES

A. The number of Residents assigned to the clinical rotation shall accommodate the administrative needs and schedules of the residency and County’s programs;
B. Except as stated otherwise in this Agreement, there shall be no financial obligation between MCMC and County;

C. The parties shall inform each other of changes in personnel actively involved in the clinical training/education;

D. Residents will be assigned without regard to race, religion, sex, creed or national origin;

E. No Resident shall be considered the agent or employee of County;

F. County retains exclusive control of County's premises, operations, and all aspects of patient services.

G. MCMC shall provide to County satisfactory evidence that each Resident is free from contagious disease prior to Resident's placement at DCHHS;

H. Each Resident shall be required to pass any health examination required and administered by County, including drug and alcohol screening tests;

I. Resident shall immediately notify his or her Supervisor at DCHHS if the Resident is exposed to blood or body fluids during training at DCHHS through a needle stick, splash, laceration or other high-risk exposure;

J. In the event of a notification by Resident of his or her exposure to blood or body fluids during training at DCHHS through a needle stick, splash, laceration or other high-risk exposure, DCHHS shall:

1) Complete an occurrence report in accordance with County policy;

2) Send a copy of the occurrence report to the Chairman of the MCMC Department of Family Practice;

3) Provide or arrange for the provision of immediate evaluation and treatment for such exposure as recommended in accordance with the Center for Disease Control guidelines. Resident shall be responsible for the cost and follow-up treatment involving Resident.

6. CONFIDENTIALITY

MCMC, including without limitation the Residents, 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 Agreement. MCMC and its Residents shall become familiar with and shall adhere to DCHHS' policies and procedures
regarding information confidentiality, privacy and security. Each Resident shall read, sign and submit to DCHHS a copy of the “Workforce Confidentiality Agreement,” which is attached hereto as “Exhibit B” and incorporated herein for all purposes. The Resident shall not be permitted or allowed to participate in this Agreement unless such “Workforce Confidentiality Agreement” has been received and approved by County.

7. INDEMNIFICATION

A. MCMC 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 MCMC’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 MCMC’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 MCMC; and wrongful imprisonment as a result of incorrect and/or scrambled information downloaded from any software and/or equipment provided by MCMC; AND FURTHER, the MCMC, 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. MCMC 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.

B. In Consideration for the opportunity to participate in this on-site public health education, each Resident shall fully complete and deliver to County a copy of the “Release and Waiver of Claims,” which is attached hereto as “Exhibit A” and incorporated herein for all purposes. County reserves the right to review and accept or reject such Release and Waiver of Claims. The Resident shall not be permitted or allowed to participate under this Agreement unless such “Release and Waiver of Claims” has been received and approved by County.
8. INSURANCE

A. MCMC agrees and acknowledges that it shall require the assigned Students to provide, at their sole cost and expense, proof of professional liability and comprehensive general liability insurance, as set forth below before participating in this Agreement.

B. It is the intent of these provisions that insurance cover all cost so that County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. If any of the minimum insurance required under this Agreement lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall immediately terminate and/or withhold any and all payments due MCMC until MCMC demonstrates compliance with the Agreement requirements and provides security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive Agreement termination. Such insurance shall provide, at a minimum, the following coverages:

1) **Student Health Insurance.** MCMC shall require and Student shall have and maintain during the full term of any participation in the Program health insurance that will include, but not limited to, evaluation and treatment for any exposure to blood or body fluids in accordance with the Center for Disease Control guidelines, any bodily injuries and all follow-up or other medical or psychological treatment resulting from such exposure. Such insurance shall be provided at the sole cost and expense of the Student or MCMC. MCMC and Student agree to waive, and such insurance policy shall state a waiver, of subrogation against County.

3) **Professional Liability Insurance** in the minimum amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence, covering the duties performed under and during the term of this Agreement by MCMC or Students, with certificates of insurance evidencing such coverage to be provided to the County. Such certificates of insurance shall specifically name the County as a loss payee.

4) **Comprehensive General Liability Insurance.** Such insurance shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and/or death and/or property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00). The policy shall cover MCMC’s obligations to include, but not limited to, contractual liability, completed operations, personal injury, medical payments, fire damage, legal liability, broad form property damage.

C. MCMC 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) MCMC 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) MCMC shall provide that all provisions of this Agreement 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.

D. MCMC 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.

E. Approval, disapproval or failure to act by the County regarding any insurance supplied by MCMC shall not relieve MCMC 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 MCMC from liability.

9. TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party.

B. With Cause: 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 or resources;

2) Non-performance;

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

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

5) MCMC’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 Agreement 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.
11. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. 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 Agreement 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 Agreement 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 Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, MCMC 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 Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement 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 Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. 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.

16. BINDING EFFECT

This Agreement 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.
17. GOVERNMENT FUNDED PROJECT

If Agreement is funded in part by either the State of Texas or the federal government, the MCMC 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 Agreement.

18. 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 Agreement 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. MCMC has a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

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

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement 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 Agreement 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.

21. PREVENTION OF FRAUD AND ABUSE

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

MCMC, including its agent(s), Resident(s) or employee(s), 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 Agreement.

23. SIGNATORY WARRANTY

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

EXECUTED THIS _______ DAY OF _________________________ 2003.

COUNTY:  

BY: Margaret Keliher  
Dallas County Judge

MCMC:  

BY: Dr. Bret Johnson  
Program Director

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).
EXHIBIT A: RELEASE AND WAIVER OF CLAIMS

Whereas, Dallas County ("County"), on behalf of the Dallas County Health and Human Services Department ("DCHHS"), and the Methodist Health System d/b/a Methodist Charlton Medical Center ("MCMC"), on behalf of its Family Practice Residency Program, have entered into an Agreement to provide a setting for the undersigned registered eligible second-year Family Practice Student/Resident of MCMC ("Resident"), to gain clinical experience in the field of public health ("Program"); and

Whereas, participation under the Agreement and the Program will include entering various County clinics and facilities including, but not limited to, the Immunization Clinic, Tuberculosis Clinic and the Well Baby Clinic, as well as working and interacting with sick patients and their families; and

Whereas, in consideration of the foregoing, the undersigned Resident waives any and all claims for damages, including but not limited to the following: any premises defects known or unknown to the County; any injury to the undersigned Resident; any injury to other individuals present during the undersigned Resident’s involvement under the terms and conditions of the Agreement; and any damage to property; and

Whereas, the Resident acknowledges that he/she has read the full text of this Release and Waiver of Claims.

Now Therefore, the Resident hereby forever waives and releases Dallas County, its officers and employees from any and all claims, demands or causes of action which may arise as a result, directly or indirectly, of Resident's involvement in the Program. To the fullest extent allowed by law, the Resident agrees to indemnify, hold harmless, protect and defend Dallas County, its officers and employees 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), such expenses to be paid as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related to the undersigned Resident’s involvement under the Agreement.

This Release and Waiver of Claims shall be binding upon the undersigned Resident, his/her heirs, successors, assigns, administrators and executors.

__________________________________________  ______________________________
Signature of Resident                              Printed Name of Resident

Sworn to and Subscribed before me on this ______ day of ______________________  200__.

______________________________
Notary Public in and for the State of Texas

__________________________________________  ______________________________
My Commission Expires (SEAL)
EXHIBIT B: WORKFORCE CONFIDENTIALITY AGREEMENT (AGREEMENT)

I understand that Dallas County Health and Human Services ("DCHHS"), including its employees/assignees/affiliates, has a legal and ethical responsibility to maintain the privacy and confidentiality of individual information, protected health information (PHI), or information related to or held by DCHHS, including obligations to protect and safeguard the confidentiality and privacy of such information.

By signing this document, I understand and I agree that:

- I am familiar, or shall become familiar within a reasonable time period, with DCHHS’ policies and procedures.

- I shall maintain and safeguard the confidentiality of my personal access code(s), user identification(s), access key(s) and/or password(s) used to access computer systems or other equipment. Should I discover that the confidentiality of my access code(s), user identification(s), access key(s), and/or password(s) has been compromised, I will immediately change it as well as notify my supervisor.

- I shall not access or view any information other than what is required to do my job. If I have any question about whether access to certain information is required for me to do my job, I shall immediately consult the DCHHS policies and procedures and/or ask my supervisor for clarification.

- I shall not use or disclose, orally, in writing, electronically or otherwise, any individual information, PHI, or information related to or held by DCHHS unless such use or disclosure complies with DCHHS’ policies and procedures, the federal and State laws, and is required for the performance of my job. I understand the possible methods of unauthorized use and disclosure include, but are not limited to, unauthorized transmissions, electronic or manual removals or transfers, copies (on any medium), inquiries, modifications, or purging of information.

- I shall not discuss or reveal any individual information, PHI, or information related to or held by DCHHS in an area where unauthorized individuals may hear or see such information, even if specifics, such as an individual’s name, are not used. I understand that possible areas to keep in mind include, but are not limited to, hallways, elevators, cafeteria, public transportation, restaurants, and social events.

- I shall not make inquiries about any information for any person or party, including, but not limited to, any family member, a friend, a third party, an employee or associate of DCHHS, who does not have proper authorization to access such information.

- I shall immediately return all property, including, but not limited to, keys, documents, and ID badges to DCHHS upon termination (with or without cause) of my employment/assignment/affiliation with DCHHS.

- My obligations under this Agreement regarding individual information, PHI, or information related to or held by DCHHS shall survive or continue after the termination (with or without cause) of my employment/assignment/affiliation with DCHHS.

- Any violation by me of this Agreement may result in disciplinary action, up to and including termination of my employment/assignment/affiliation with DCHHS and/or suspension, restriction or loss of privileges, in accordance with DCHHS’ policies, as well as potential personal civil and criminal legal liabilities.

- Any individual information, PHI, or information and records related to or held by DCHHS that I access or view at DCHHS do not belong to me.

By my signature below, I acknowledge that I have read and understand this Agreement in its entirety and I agree to comply with all of the above stated terms as a condition of my employment/assignment/affiliation.

______________________________
Signature of Employee/Physician/Student/Volunteer/Affiliate

______________________________
Date

______________________________
Printed Name

______________________________
Title
MEMORANDUM

TO:        COMMISSIONERS COURT
FROM:      Betty J. Culbreath, Director
DATE:      October 14, 2003
SUBJECT:   AMENDMENT TO TEXAS DEPARTMENT OF HEALTH CONTRACT
           #7560009056 2004, ATTACHMENT #15A, HIV - HEPATITIS C VIRUS

BACKGROUND

An amendment to Texas Department of Health (TDH) Contract #7560009056 2004,
Attachment #15A, HIV - Hepatitis C Virus has been received from TDH. This Attachment
is being amended by TDH to re-budget funds. The term of this contract amendment is

OPERATIONAL IMPACT

Attachment #15A, HIV - Hepatitis C Virus of the Texas Department of Health contract
amendment will have no impact on operations.

FISCAL IMPACT

Attachment #15A, HIV - Hepatitis C Virus deletes $684 from personnel and $250 from
fringe benefits, and adds $934 to supplies. There is no financial impact to Dallas County
for this attachment.

LEGAL IMPACT

The Commissioners Court is required to approve the amendment of Attachment #15A, HIV
- Hepatitis C Virus of the Texas Department of Health contract.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment of the Texas Department of Health Contract #7560009056 2004, Attachment #15A, HIV - Hepatitis C Virus.

Recommended by:  
Betty J. Bulbreath, 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:

**SUMMARY OF TRANSACTION:**
ATT NO. 15A: HIV - HEPATITIS C VIRUS

**RECEIVING AGENCY:**
TEXAS DEPARTMENT OF HEALTH

By: [Signature of person authorized to sign]

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

Date: 10-02-2003
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<thead>
<tr>
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<th>Direct Assistance</th>
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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.*
### Revised Contract Budget

<table>
<thead>
<tr>
<th>Object Class Categories</th>
<th>Current Approved Budget (A)</th>
<th>Change Requested (B)</th>
<th>New or Revised Budget (C)</th>
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<td>Personnel</td>
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<tr>
<td>Supplies</td>
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<td><strong>$0.00</strong></td>
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<td>Program Income</td>
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<tr>
<td><strong>Receiving Agency Share</strong></td>
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<td>$1,568.00</td>
</tr>
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<td><strong>Performing Agency Share</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Detail on Indirect Cost**

- **Rate:** 0.00
- **Base:** $0.00
- **Total:** $0.00

**Budget Justification:** Re-budgeting to reflect actual expenses per negotiated budget.

The financial status report is **due the 31st of March**.
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty J. Culbreath, Director
DATE: October 14, 2003
SUBJECT: AMENDMENT TO CENTERS FOR DISEASE CONTROL AND PREVENTION COOPERATIVE AGREEMENT NO. R30/CCR618393-04-1, STD/HIV PREVENTION TRAINING CENTERS

BACKGROUND

An amendment to Centers for Disease Control and Prevention Cooperative Agreement No. R30/CCR618393-04-1, STD/HIV Prevention Training Center has been received from CDC. This Agreement is being amended by CDC to carryover unobligated funds in the amount of $86,029. The term of this contract amendment is April 1, 2003 through March 31, 2004.

OPERATIONAL IMPACT

The Centers for Disease Control and Prevention Cooperative Agreement #R30/CCR618393-04-1, STD/HIV Prevention Training Center amendment will have no impact on operations.

FISCAL IMPACT

Agreement #R30/CCR618393-04-1 STD/HIV Prevention Training Center adds $18,704 to equipment in order to purchase one (1) Savin Copier with one year maintenance and installation for $18,704, two (2) notebook computers for $3,550 each, two (2) desktop computers for $2,900 each, one (1) Laserjet color printer for $1,020, two (2) treatment cabinets for $660 each, two (2) exam tables for $923 each one (1) mobile locking cabinet for $509, and one (1) digital camera with zoom lens for $1,000, $58,175 to supplies, $3,775 to travel and $5,375 to the other category. There is no financial impact to Dallas County.
LEGAL IMPACT

The Commissioners Court is required to approve the amendment of Agreement #R30/CCR618393-04-1 STD/HIV Prevention Training Center of the Center for Disease Control and Prevention contract.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment of the Centers for Disease Control and Prevention Cooperative Agreement No. R30/CCR618393-04-1, STD/HIV Prevention Training Center.

Recommended by:  
Betty J. Culbreath, Director

c: J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor  
Ryan Brown, Budget Officer
September 24, 2003

Betty Culbreath-Lister  
Director, Dallas County Health & Human Services Department  
Dallas County Department of Health  
2377 N. Stemmons Freeway  
Dallas, Texas 75207-2710

Reference: Cooperative Agreement No. R30/CCR618393-04-1  
STD/HIV Prevention Training Centers

Dear Ms. Culbreath-Lister:

This letter is in reference to your letter dated August 26, 2003, requesting to carryover unobligated funds in the amount of $86,168.00. We have reviewed your budget and authorize the carryover of unobligated funds in the amount of $86,029.00 from the 03 year to be used in the 04 year, as a result of your request. Enclosed is amendment (1) to the referenced Cooperative Agreement, see terms and conditions on page 2 of 2 for additional information.

Additionally, CDC defines equipment by its acquisition cost (greater than $5,000.00) per unit and its useful life (greater than one year). Therefore, we have moved the approved amount totaling $20,050.00 from the Equipment Category to the Supply Category.

If you have any questions, you may contact Gladys T. Gissentanna, Grants Management Specialist at (770) 488-2753; or fax, (770)-488-2670; or e-mail, gcg4@cdc.gov.

Sincerely,

[Signature]
William J. Ryan, Jr.  
Team Leader, Section II Acquisition and Assistance Branch A  
Procurement and Grants Office

Enclosure

cc: Zachary Thompson  
Deputy Director  
Dallas County Dept. of Hlth

Sandy Millard, NCHSTP, MS-E02
### Department of Health and Human Services
**Public Health Service**
**Centers for Disease Control and Prevention**

**Notice of Cooperative Agreement**

**Authorization (Legislation/Regulation)**

**PHS Act 318, 301, 311317 42CFR PART 51B**

---

**Title of Project (or Program):**

STD/HIV Prevention Training Centers

**Grantee Name and Address:**

Dallas County Dept of Health
Dallas County Health Dept. Human Serv
2377 N. Stemmons Freeway
Dallas, TX 75207-2710

**Director of Project (Program Director/Principal Investigator):**

Betty Culbreath-Lister
Dallas County HLTH & Human Svcs Dept.
2377 N. Stemmons Freeway
Dallas, TX 75207-2710

---

**Approved Budget (Excludes PHS Direct Assistance):**

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<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Salaries and Wages</td>
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<tr>
<td>Fringe Benefits</td>
<td>38,963</td>
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<td>Total Personnel Costs</td>
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<td>Consultant Costs</td>
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<tr>
<td>Supplies</td>
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<td>Travel</td>
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**End Direct Costs (38.89% of Salaries & Wages):**

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<td>Total Approved Budget</td>
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**Sponsor:**

**IDC Rate Base:** See Attached

---

**Remarks (Other Terms and Conditions Attached):**

Yes [x] No

---

**Signature:**

William J. Ryan, Jr.
Grants Management Officer

---

**Note:**

This award is based on an application submitted to, and as approved by, the PHS on the above titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The Grant Program Legislation cited above.
- The Grant Program Regulation cited above.
- PHS Grants Grant Statement including Addenda in effect as of the beginning date of the grant period, 42 CFR Part 74 or 42 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

---

**Revision:** 12/09/2003

---

**Attachment:**

- S-1392-1 (REV 7/92) (MODIFIED CDC VERSION 10/92)
DATE ISSUED.......: 09/29/2003
GRANT NO..........: R30/CCR618393-04-1
APPROVAL LIST NO: CW-192-R03

DIRECT ASSISTANCE BUDGET:

PERSONAL SERVICE: 0
TRAVEL............: 0
VACCINE...........: 0
OTHER SERVICE....: 0
TERMS AND CONDITIONS

Note 1. This Amendment (1) to the referenced Cooperative Agreement authorizes the carryover of unobligated funds in the amount of $86,029.00 from the 03 year to be used in the 04 year, as requested in letter dated August 26, 2003. These activities have been reviewed and found to be appropriate and consistent with program objectives. Therefore, distribution of these funds is as follows:

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<tr>
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</table>

Note 2. DISAPPROVED COST:

The following cost is disapproved.

Supply:
1 only flat-stacking truck, 30" X 72" bed, 60 lbs............ $139.00

Note 3. The other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Betty J. Culbreath, Director

DATE: October 14, 2003

SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2005, TUBERCULOSIS, ATTACHMENT #01

BACKGROUND

Texas Department of Health (TDH) Contract #7560009056 2005, Attachment #01 (Tuberculosis), provides basic services for tuberculosis (TB) prevention and control and (2) expanded outreach services to individuals of identified sub-groups who have TB or who are at high risk of developing TB throughout Dallas County. This attachment is effective January 1, 2004 and will expire on December 31, 2004.

IMPACT ON OPERATIONS

Attachment #01 of the Texas Department of Health contract funds twenty (20) full-time positions, and one (1) part-time position. There is no additional impact to Dallas County for this contract.

LEGAL CONSIDERATIONS

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

FINANCIAL CONSIDERATIONS

Attachment #01, Tuberculosis, provides $499,259 for salaries and fringe benefits. A total of $716,976 is needed for salaries and benefits, $49,567 for travel, $5,937 for supplies $14,250 for contractual, and $93,518 for indirect. A discretionary County match in the amount of $205,604 is needed to supplement the salaries and fringes provided by TDH.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Texas Department of Health Contract #7560009056 2005, Attachment #01 (Tuberculosis), and authorizes the County Judge to sign the contract and all related documents on behalf of Dallas County.

Recommended by: [Signature] Betty J. Culbreath, Director

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

2377 N. Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-2100
Suite 644 - LB 12 FAX (214) 819-2107
CONTRACT FOR PUBLIC HEALTH SERVICES

Contract Issued by: TEXAS DEPARTMENT OF HEALTH
(RECEIVING AGENCY) 1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

MAILING ADDRESS: 2377 STEMMONS FWY STE 600 DALLAS TX 75207-2710

STREET ADDRESS: 2377 STEMMONS FWY STE 600 DALLAS TX 75207-2710

NAME OF AUTHORIZED CONTRACTING ENTITY:
(If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office):

NAME: DALLAS COUNTY

ADDRESS: 407 RECORDS BUILDING DALLAS TX 75202-0000
(City, State, Zip)

State of Texas Vendor Identification No. (14 digits) PAYEE AGENCY Fiscal Year Ending Month:
17560009056005 September

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

- Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than $1,000,000 in annual gross receipts.

- Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by General Services Commission or another entity.

- For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:
COVER PAGE 1 - Receiving and Performing Agency Data GENERAL PROVISIONS - 8/2003
COVER PAGE 2 - Details of Attachment(s) ATTACHMENT(S)
COVER PAGE 3 - Authorized Signatures EXHIBITS, IF APPLICABLE
<table>
<thead>
<tr>
<th>At/ Amd No.</th>
<th>TDH Program ID/ Purchase Order Number</th>
<th>Term</th>
<th>Financial Assistance</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
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<tbody>
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<td>$662,531.00</td>
</tr>
</tbody>
</table>

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

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ____________________________
    (Signature of person authorized to sign contracts)

    ____________________________
    (Name and Title)

Date: ____________________________

RECOMMENDED:

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

RECEIVING AGENCY NAME:

TEXAS DEPARTMENT OF HEALTH

By: ____________________________
    (Signature of person authorized to sign contracts)

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

Date: 10-02-2003

TDH Document No: 7560009056 2005
SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall develop and provide: (1) basic services for tuberculosis (TB) prevention and control, and (2) expanded outreach services to individuals of identified subgroups who have TB or who are at high risk of developing TB throughout PERFORMING AGENCY’S defined service area.

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

Provide basic and expanded outreach services in compliance with RECEIVING AGENCY’S Standard of Performance, Fifth Edition, May, 2003, and the following series of American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) “Joint Statements” on diagnosis, treatment and control of TB:

- Treatment of Tuberculosis and Tuberculosis Infection in Adults and Children (American Journal Respiratory Critical Care Medicine, Vol. 149, pp 1359-1374, 1994);
- Control of Tuberculosis (American Review Respiratory Disease, Vol. 146, pp. 1623-33, 1992);
- Targeted Tuberculin Testing and Critical Care Medicine, Vol. 161, pp. S221-S247, 2000);
- Management of Persons Exposed to Multidrug-Resistant Tuberculosis (MMWR, June 19, 1992, Vol. 41, RR-11);
- Multidrug-Resistant Tuberculosis (Simone, P.M. & Dooley, S.W., CDC, Publication 00-6529, 1994); and

PERFORMING AGENCY shall comply with the following:

• Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;
• Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
• Communicable Disease 25 TAC, Chapter 97; and
• RECEIVING AGENCY'S Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Interlocal Application (ILA) for the Tuberculosis Elimination and Prevention Control Services #T03.0004.1, issued July 1, 2003; any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY, and PERFORMING AGENCY'S objectives, 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 that projected in PERFORMING AGENCY'S total contract amount, as 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.

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'S approved service delivery plan shall meet or exceed RECEIVING AGENCY'S Standard of Performance in the following areas:

• Management of TB Cases and Suspects;
• Management of Contacts and Positive Reactors;
• Surveillance/Reporting;
• Infection Control;
• Targeted Testing of High Risk Groups;
• Professional Education; and
• Patient and Provider Communication.
PERFORMING AGENCY shall provide a narrative report on their performance goals and objectives screening activities semi-annually in the standard format provided by RECEIVING AGENCY Program. PERFORMING AGENCY shall maintain the documentation used to calculate key outcome performance measures.

Reporting dates and applicable periods are:

<table>
<thead>
<tr>
<th>PERIOD COVERED</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>January – June</td>
<td>July 31, 2004</td>
</tr>
<tr>
<td>July – December</td>
<td>January 31, 2005</td>
</tr>
</tbody>
</table>

RECEIVING AGENCY Program shall provide administrative and technical assistance for the implementation and operation of the service delivery plan.

PERFORMANCE MEASURES

The following key outcome performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

- 95% of Cases/Suspects on DOT
- 90% of Cases completing Therapy
- 5% of patients on Physician Ordered DOPT
- 75% of patients Completing Prescribed Preventive Therapy
- 90% of contacts Initially Evaluated
- 75% of contacts Receiving 2nd purified Protein Derivative (PPD) Test

PERFORMING AGENCY shall report on these measures monthly in the format provided by RECEIVING AGENCY Program. In addition, PERFORMING AGENCY shall maintain documentation and report monthly on the support measures defined in the reporting format, which are used to calculate key outcome performance measures. Reports are due the 30th day of the month following the report period. PERFORMING AGENCY shall mail reports to their respective Regional TB Program Manager with copies mailed to: Texas Department of Health, Tuberculosis Elimination Division, Attn: Financial Services Director, 1100 West 49th Street, Austin, TX 78756-3199.

SECTION II. SPECIAL PROVISIONS:

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

PERFORMING AGENCY shall develop and submit a service delivery plan and detailed budget justification for continuation of this contract Attachment during the next fiscal year. The plan and budget shall be prepared in the format approved by RECEIVING AGENCY Program; one (1) copy shall be submitted to RECEIVING AGENCY Program and one (1) copy shall be submitted to the Regional Director, no later than 120 days prior to the end of this contract Attachment term. The plan shall describe PERFORMING AGENCY'S service
delivery and activities toward meeting the objectives outlined in SECTION I. SCOPE OF WORK above, including updated key outcome performance measure targets and a detailed line-item budget justification.

PERFORMING AGENCY shall mail all initial reports of confirmed TB cases, suspected TB cases, to RECEIVING AGENCY Program within five (5) working days of identification or notification. Any updates to initial RECEIVING AGENCY'S Report of Cases and Patient Services Form (TB400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be mailed to RECEIVING AGENCY Program.

PERFORMING AGENCY shall mail reports of contacts on all Class 3 TB cases and smear positive Class 5 TB suspects within thirty (30) days of identification using RECEIVING AGENCY'S Report of Contacts Form (TB340). All subsequent contacts shall be mailed as contacts are identified. Refer to the latest edition of Standard of Performance for scheduling of reporting dates.

General Provisions, Terms and Conditions of Payment Article, is revised to include the following:

Funding from this contract Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this contract Attachment) state or local funds, but PERFORMING AGENCY shall use such funds to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall maintain local funding at a sufficient rate to support the local program. If the total costs of the project are greater than RECEIVING AGENCY share set out in SECTION III. BUDGET, PERFORMING AGENCY shall obtain funds for the remaining costs in order to accomplish the objectives set forth in this contract Attachment.

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

All revenue directly generated by this contract Attachment or earned as a result of this contract Attachment during the term of this contract Attachment is considered program income, including income generated through Medicaid billings for TB-related clinic services. PERFORMING AGENCY may use the program income, excluding program income earned from Medicaid billings for TB drugs, to further the scope of work detailed in this Attachment. This program income may not be used to take the place of existing local, state, or federal program funds.

Program income earned from Medicaid billings for TB drugs, which have been provided by RECEIVING AGENCY Program to PERFORMING AGENCY, must be reported, and reimbursed to RECEIVING AGENCY Program on a quarterly basis as follows:

<table>
<thead>
<tr>
<th>PERIOD COVERED</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>January, February, March</td>
<td>April 30, 2004</td>
</tr>
<tr>
<td>April, May, June</td>
<td>July 31, 2004</td>
</tr>
<tr>
<td>July, August, September</td>
<td>October 31, 2004</td>
</tr>
</tbody>
</table>
RECEIVING AGENCY Program has provided PERFORMING AGENCY with the format to be used for reporting. All Medicaid reimbursements from PERFORMING AGENCY shall be mailed to: Texas Department of Health, Attention: Tuberculosis Elimination Division, 1100 West 49th Street, Austin, Texas 78757-3199

RECEIVING AGENCY Program will verify Medicaid reimbursements received from PERFORMING AGENCY with the amounts paid by its Medicaid Contractor to PERFORMING AGENCY. Below are the set drug portions rates for the Medicaid billing codes to be utilized during the term of this contract Attachment. PERFORMING AGENCY’S obligation is to reimburse 60.17% federal matching share of the fees.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Medicaid Billing Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>$168.45</td>
<td>1-8137X, 1-8237X, 1-8437X, and 1-8432X</td>
</tr>
<tr>
<td>$1.67</td>
<td>1-8118X, 1-8218X, 1-8413X, and 1-8418X</td>
</tr>
<tr>
<td>$32.05</td>
<td>1-8439X and 1-8434X</td>
</tr>
<tr>
<td>$702.83</td>
<td>1-8450X and 1-8435X</td>
</tr>
</tbody>
</table>

A final settlement of the Medicaid reimbursements to RECEIVING AGENCY for TB drugs will be completed no later than ninety (90) days after the contract Attachment term.
SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$380,000.00</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>119,259.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>49,567.00</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>0.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>5,937.00</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>14,250.00</td>
</tr>
<tr>
<td>OTHER</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT CHARGES**  $569,013.00  
**INDIRECT CHARGES**       $93,518.00  
**TOTAL**                  $662,531.00

Total reimbursements will not exceed $662,531.00.

Financial status reports are due the 30th of April, 30th of July, 30th of October, and the 30th of March.

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

7560009056  2005-01
Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2377 STEPHENS FWY STE 600

DALLAS, TX 75207-2710
MEMORANDUM

Date: October 6, 2003

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: Amendment No. 1 to JIS and AIS Contract

Background of Issue

Commissioners Court awarded the contract for Operation and Enhancement of the Dallas County Juvenile Information System (JIS) and Development of the Adult Information System (AIS) to InfoIntegration. The contract is for the period of July 1, 2003 to June 30, 2004. The initial contract was in the amount of $722,836 and provided for the following tasks: six month of operation of the JIS, twelve months of overall project management, four tasks involving enhancements to the JIS and three tasks to continue development of the AIS. The AIS and JIS project plan included proving additional funding to InfoIntegration once the JIS Executive Committee approved the overall work plan for the project and once additional funding for the AIS was secured. The purpose of this briefing is to request Court approval of Amendment No. 1 to the contract with InfoIntegration, which provides additional funding of $388,839.30 for eleven additional tasks for the JIS. The CJIS grant that will provide additional funding for the AIS development has not yet been awarded.

Impact on Operations and Maintenance

Amendment No. 1 provides for additional enhancements to the juvenile department functions of the JIS and to develop and implement functions for the County Truancy Courts. Amendment No. 1 is attached and provides a detailed explanation of each Deliverable Task. The JIS Executive Committee has approved these enhancements to the JIS and continues to provide oversight for the overall project. Juvenile department staff coordinate with Dallas County MIS Director John Hennessey to manage the work of InfoIntegration.

InfoIntegration is only contracted to operate and maintain the JIS through December 31, 2003. Juvenile department staff and Mr. Hennessey have asked Schlumberger to submit a plan for assuming operations and maintenance of the JIS. InfoIntegration recommended that this option be explored as a potential means of reducing the cost of operating the system by leveraging existing Schlumberger resources and adding the JIS to the overall County agreement with Schlumberger. The proposal will be presented for JIS Executive Committee approval before a formal recommendation is made to the Court.
Fiscal Impact

The $388,839.30 in funding for Amendment No. 1 is completely provided by the Juvenile Accountability Incentive Block Grant (JAIBG). The total Year 5 JAIBG award to Dallas County is $1,451,009, with a cash match of $161,224, for total funding of $1,612,233. Dallas County's share of the award is $412,504, with an associated cash match of $45,834, which are the only Dallas County funds required for this project. Other participating jurisdictions are responsible for their cash match. There is $1,323,760 allocated from the JAIBG grant for the JIS operation and enhancements. The remaining JAIBG funds are returned to the participating jurisdictions and used primarily to assist in their accessing and using the JIS. Amendment No. 1 brings total JIS funding for this grant year to $812,319.11. The JIS Executive Committee will determine how the remaining $511,442 will be allocated. A portion of the funds will be required to provide for continued operations and maintenance of the system.

Legal Impact

Amendment No. 1 has been submitted to Assistant District Attorney Janet Ferguson for her review and approval. The contract will require the signature of the Dallas County Judge. Infointegration is in compliance with all requirements of the initial contract, including insurance.

Performance Bond

Infointegration has a Performance Bond for the entire $722,835.61 initial contract value. Staff and John Hennessey do not recommend requiring Infointegration to secure an additional performance bond for the $388,839.30 value of Amendment No. 1. Infointegration has already completed work that has been reviewed and accepted as complete by Dallas County any payments have been made or are in process for $320,536.72. Additional progress payments of $205,066 have been made for work that has been reviewed by staff and Mr. Hennessey and is progressing appropriately. A total of $149,940 of the remaining initial contract value is for the operation and maintenance and project management services, which are provided and compensated for on a monthly basis. There is no specific deliverable tasks associated with these ongoing services. Therefore, the existing bond provides sufficient coverage for the additional tasks included in Amendment No. 1. Infointegration will provide verification from the bonding company that the existing performance bond will extend to the services included in Amendment No. 1.

Project Schedule/Implementation

The contract with Infointegration is for the period of July 1, 2003 through June 30, 2004 and coincides with the term of the JAIBG. The enhancements to the JIS authorized by Amendment No. 1 are projected to be completed by December 31, 2003.
Performance Measures

The primary performance measure for this contract is completion of the individual deliverable tasks related to the enhancement of the JIS and development of the AIS by the specific deadlines listed in the contract. All work on both the JIS and AIS projects is progressing appropriately. Infointegration has completed the following deliverable tasks as of September 30, 2003:

1. Integration of the new CaseWorker 5 database into the JIS
2. Improvements to the JIS System and User Administration functions
3. Additional JIS functionality for police departments
4. Book-in module for the AIS

Additionally, the following measures are tracked related to the ongoing operations of the JIS, with performance through August 31, 2003:

- A Help Desk to respond to problems will be available on a continuous 24 by 7 basis - Infointegration has maintained the Help Desk as required
- Help Desk calls during regular business hours will be responded to within 4 hours - 157 calls have been received and all were responded to within 4 hours
- At least 80% of all problem issues will be resolved within 5 days - 151 of 157 (96%) of the calls are resolved within 5 days; 65% of the calls are resolved in less than 24 hours
- The JIS will be available to users 98% of the time (no more than 14 hours of down time within any calendar month) - there was a total of 396 minutes (6.6 hours) of down time out of 89,280 minutes in July and August for a 99.6% availability
- At least 85% of users will express satisfaction in an annual user survey - the survey will be completed in April 2004.

MWBE

Infointegration is certified by NCTRCA as a woman-owned business. Infointegration also subcontracts with OC3 Media, which is recognized by Dallas County as a minority-owned company. To date, OC3 Media has received $23,024.70 for their work on the JIS and AIS. Total participation for OC3 is projected at $168,340.

Recommendation

It is recommended that the Dallas County Commissioners Court approve Amendment No. 1 to the contract with Infointegration for the Operation and Enhancement of the Dallas County Juvenile Information System and Development of the Adult Information System and that the Dallas County Judge be authorized to sign the contract amendment and related documents on behalf of Dallas County.

Recommended by: Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5 Dallas, Texas 75212 (214) 698-2200
AMENDMENT NO. 1

to the

CONTRACT FOR OPERATION AND ENHANCEMENT OF THE
DALLAS COUNTY JUVENILE INFORMATION SYSTEM AND THE
DEVELOPMENT OF THE ADULT INFORMATION SYSTEM

BETWEEN

DALLAS COUNTY
(COUNTY)

AND

INFOINTEGRATION, INC.
(CONTRACTOR)

I PURPOSE:

Contract Amendment No. 1 amends and supplements the original contract agreement executed between Dallas County and InfoIntegration, Inc. as authorized by Dallas County Commissioners Court Order No. 2003-1250 dated July 15, 2003. The purpose of Amendment No. 1 is to provide additional funds for Contractor to complete ten additional tasks as part of Phase V of the Juvenile Information System project. Funding for Phase V of the Juvenile Information System project is provided by the State of Texas, Office of the Governor, Criminal Justice Division (CJD) under Grant # JB-01-J20-13292-05. Services provided under Amendment No. 1 shall be subject to all requirements of Grant # JB-01-J20-13292-05 administered by CJD.

II AMENDED PROVISIONS:

Contract Amendment No. 1 shall not change any contractual provisions agreed upon in the original contract; each provision shall remain in effect throughout the term of the agreement with the exception of the following amended provisions.
A. SECTION 6. SCOPE OF SERVICES

SECTION 6. SCOPE OF SERVICES is amended by adding Paragraph (h.) read as follows.

(h.) Contractor agrees to provide services authorized by Contract Amendment No. 1, for additional tasks for operation and enhancement of the JIS as described in the following: (1) Amendment No. 1 Contract Tasks (Exhibit D); (2) Request for Proposals No. 2003-096-1338 (Exhibit A); (3) the original proposal submitted by Contractor (Exhibit B) in response to the Request for Proposals No. 20031-0960-1338; Exhibits A, B, and D are specifically incorporated into this contract by reference. To the extent there is a conflict between the terms of this contract and the exhibits, it is agreed by all parties that their provisions shall be given priority in the following manner: (1) this contract and subsequent amendments; (2) Amendment No. 1 Contract Tasks (Exhibit D); (3) contractor's proposal (Exhibit B); and (4) the Request for Proposals No. 2001-009-686 (Exhibit A).

B. SECTION 8. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES AND BUDGET JUSTIFICATION

SECTION 8. TERMS AND CONDITIONS FOR PAYMENT FOR SERVICES AND BUDGET JUSTIFICATION is amended by adding Paragraphs (r.), (s.), and (t.) in their entirety to read as follows.

(r.) Contractor understands and all parties agree that this Amendment No. 1 is contingent upon the receipt of funds by County from Grant #JB-01-J20-13292-05, administered by the State of Texas, Office of Governor, Criminal Justice Division. The parties agree that in the event County is unable to perform its obligations under this Contract Amendment due to a lack of, or reduction in, funding or resources in the above referenced grants, County may, at its sole discretion: (1) fund the project from other sources; (2) reduce the Contract requirements to match any reduced funding; or (3) immediately terminate the Contract all without penalty. Contractor shall be entitled to payment as set forth in this Amendment for any services provided prior to the date of any termination. Temporary interruptions in funding or resources shall not immediately result in contract termination if mutually agreed upon in writing by the parties.

(s.) Compensation for services provided under this Amendment No. 1 shall not exceed Three Hundred Seventy Six Thousand Four Hundred Thirty Nine and 38/100 Dollars ($376,439.38). There will be no compensation from Dallas County for services above the Scope of Services and fees outlined in this Amendment, unless the Scope of Services and associated fees are revised through a formal written amendment. This contractual maximum of Seven Hundred Twenty-Two Thousand Eight Hundred Thirty-Five and 61/100 dollars ($722,835.61) for the initial contract and $376,439.38 for Amendment No. 1 shall apply to any references in this contract to a maximum compensation amount.
Progress payments shall be made to Contractor for services provided for by Amendment No. 1 based upon the following Deliverable Tasks and associated written documentation. All work required and provided under this Contract Amendment by Contractor must be completed by June 30, 2004. The listed completion dates for individual Deliverable Tasks are projections made to ensure that the overall project remains on schedule. In the event that the schedule changes, County will provide written notice to Contractor. However, Contractor shall notify the Juvenile Department in writing of significant delays in the project schedule as soon as those delays are identified. Failure of Contractor to make reasonable efforts to ensure that the Deliverable Tasks are completed as scheduled shall result in County taking whatever action County determines necessary, at County’s sole discretion, to ensure the project is completed by June 30, 2004. Such action by County may include, but is not limited to, securing services from a third party and termination of this contract.

<table>
<thead>
<tr>
<th>Amendment No. 1</th>
<th>Deliverable Task and Written Documentation</th>
<th>Projected Completion Date</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task No. 10: JIS Henry Wade Intake Functionality</td>
<td>December 31, 2003, with monthly billing</td>
<td>$30,731.21</td>
<td></td>
</tr>
<tr>
<td>Written Documentation: Technical and user documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 11: JIS Letot Intake Functionality</td>
<td>December 31, 2003, with monthly billing</td>
<td>$17,029.84</td>
<td></td>
</tr>
<tr>
<td>Written Documentation: Technical and user documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 12: JIS Victim Services/Mediation Functionality</td>
<td>December 31, 2003, with monthly billing</td>
<td>$18,084.81</td>
<td></td>
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<tr>
<td>Written Documentation: Technical and user documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 13: JIS Substance Abuse Functionality</td>
<td>December 31, 2003, with monthly billing</td>
<td>$17,094.62</td>
<td></td>
</tr>
<tr>
<td>Written Documentation: Technical and user documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 14: JIS Psychological Services Functionality</td>
<td>December 31, 2003, with monthly billing</td>
<td>$14,131.64</td>
<td></td>
</tr>
<tr>
<td>Written Documentation: Technical and user documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 15: JIS Detention Functionality</td>
<td>Projected Completion Date</td>
<td>Disbursement Amount</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Written Documentation:</strong> Technical and user documentation</td>
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<td>$13,756.40</td>
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<thead>
<tr>
<th>Task No. 16: JIS Probation Functionality</th>
<th>Projected Completion Date</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Written Documentation:</strong> Technical and user documentation</td>
<td>December 31, 2003, with monthly billing</td>
<td>$169,349.80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task No. 17: JIS Deferred Prosecution Functionality</th>
<th>Projected Completion Date</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Written Documentation:</strong> Technical and user documentation</td>
<td>December 31, 2003, with monthly billing</td>
<td>$11,592.80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task No. 18: JIS Mentoring/Volunteer Functionality</th>
<th>Projected Completion Date</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Written Documentation:</strong> Technical and user documentation</td>
<td>December 31, 2003, with monthly billing</td>
<td>$11,327.64</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task No. 19: JIS Truancy Courts Functionality</th>
<th>Projected Completion Date</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Written Documentation:</strong> Technical and user documentation</td>
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<td>$73,340.62</td>
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</table>

<table>
<thead>
<tr>
<th>Task No. 20: Legislative Changes</th>
<th>Projected Completion Date</th>
<th>Disbursement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Written Documentation:</strong> Technical and user documentation</td>
<td>December 31, 2003, with monthly billing</td>
<td>$12,399.92</td>
</tr>
</tbody>
</table>
III. ACCEPTANCES:

By their signatures below, the representatives of Dallas County and Contractor executing Amendment No. 1 represent that they are duly authorized to execute the Amendment No. 1 on behalf of their Party and to validly bind their Party to all terms, conditions, performances and provisions set forth herein.

**DALLAS COUNTY**

By: __________________________
Margaret Keliher
Dallas County Judge

Date: _________________________

**INFOTEGRATION, INC.**

By: __________________________
Tonya Brenneman, President

Date: _________________________

Recommended:

By: __________________________
Michael K. Griffiths, Director
Dallas County Juvenile Department

Date: _________________________

Approved as to form*:

By: __________________________
Janet Ferguson, Chief Civil Section
Assistant District Attorney

*By law, the District Attorneys’ 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).
## Exhibit D
### Amendment No. 1 Contract Tasks
#### Dallas County JIS – Phase V

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Dates</th>
<th>Amount</th>
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<tr>
<td>Task 11 – Letot Intake Functionality</td>
<td>Oct. 1, 2003 – December 31, 2003</td>
<td>$17,029.84</td>
</tr>
<tr>
<td>Task 12 – Victim Services/Mediation Functionality</td>
<td>Oct. 1, 2003 – December 31, 2003</td>
<td>$18,084.81</td>
</tr>
<tr>
<td>Task 14 – Psychological Services Functionality</td>
<td>Oct. 1, 2003 – December 31, 2003</td>
<td>$14,131.64</td>
</tr>
<tr>
<td>Task 18 – Mentoring/Volunteer Functionality</td>
<td>Oct. 1, 2003 – December 31, 2003</td>
<td>$11,327.64</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$388,839.30</strong></td>
</tr>
</tbody>
</table>

### Task 10 – Henry Wade Intake Functionality

A – Update Four PDFs with Current Juvenile Department Version of the Forms
- Business requirements gathering and documentation
- Development of new fields and text to be added to the PDF forms
- Testing and finalization of revised PDF functionality
- User manual documentation of revised PDFs
- Online training documentation of revised PDFs
- Technical documentation of functionality
- Application and functionality changes transitioned to production environment

B – Automation of the Face Sheet
- Business requirements gathering and documentation
- Development of insert, update, and display capabilities
- Expansion of JIS database to capture additional fields populating the Face Sheet
- Finalization and testing of Face Sheet generation, including print capabilities
- User manual documentation of Face Sheet generation and printing
- Online training documentation of Face Sheet generation and printing
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

C – Ability to Receive the Probation Officer Referral Report Electronically
- Business requirements gathering and documentation
- Development of electronic referral queue for receiving and processing PO referrals
- Finalization and testing of electronic referral process
- User manual documentation of receiving electronic referral
- Online training documentation of receiving electronic referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

Task 11 – Letot Intake Functionality
A – Addition of Four New PDFs to Letot Tab
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for the new PDFs
- Expansion of JIS database to capture additional fields populating the new forms
- Testing and finalization of new PDF functionality
- User manual documentation of new PDFs
- Online training documentation of new PDFs
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

B – JIS Training & Onboarding of Letot Staff
- Preparation & training documentation for approximately 15 Letot staff
- Two half-day training sessions

Task 12 – Victim Services/Mediation Functionality
A – Addition of Four New PDFs to Victim Services Tab
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for the new PDFs
- Expansion of JIS database to capture additional fields populating the new forms
- Testing and finalization of new PDF functionality
- User manual documentation of new PDFs
- Online training documentation of new PDFs
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

B – Ability to Generate 3 New Reports
- Business requirements gathering and documentation
- Development of report menu screens and online working reports
- Testing and finalization of new report functionality
- User manual documentation of new reports
- Online training documentation of new reports
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

C – Navigation Enhancements
- Business requirements gathering and documentation
- Development of navigation improvements and enhancements when search results returns only 1 record
- Finalization and testing of navigation enhancements
- User manual documentation of new navigation
- Online training documentation of new navigation
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

**Task 13 – Substance Abuse Functionality**
A – Ability to Receive Master Referrals Electronically by Program Type
- Business requirements gathering and documentation
- Development of 4 Program queues & 1 Admin queue to receive online referral, including print capability, based upon user role
- Finalization and testing of online referral and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment
B – JIS Training & Onboarding of Substance Abuse Staff
- Preparation & training documentation for approximately 25 Substance Abuse staff
- Four 2-hour training sessions

**Task 14 – Psychological Services Functionality**
A - Ability to Receive Master Referrals Electronically by Service
- Business requirements gathering and documentation
- Development of service queues to receive online referral, including print capability, based upon user role
- Finalization and testing of online referral and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment
B – JIS Training & Onboarding of Psychological Services Staff
- Preparation & training documentation for approximately 15 Psychological Services staff
- Two half-day training sessions

**Task 15 – Detention Functionality**
- Business requirements gathering and documentation
- Development of report menu screens and online working reports - ability to generate 2 new reports
- Expansion of JIS database to capture additional fields/information required for reports
- Testing and finalization of new report functionality
- User manual documentation of new reports
- Online training documentation of new reports
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

**Task 16 – Probation Functionality**
A – Ability to Create Online Court Orders & Refer Electronically to Judges
- Business requirements gathering and documentation
- Development of insert, update, display, electronic referrals, and print capabilities for 12 Probation forms
- Development of online digital signature capability for Judge’s approval/finalization
- Expansion of JIS database to capture additional fields required for PDFs
- Finalization and testing of online document generation, including signature & print capabilities
- User manual documentation of online court documents
- Online training documentation of online court documents
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

B – Ability to Separate Probation Violation & Master Referrals by District Queue
- Business requirements gathering and documentation
- Development of 13 queues & 1 Admin queue to receive/manage referrals based on District
- Finalization and testing of online referrals and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

C – Addition of Four New PDFs to Probation Tab for Sex Offender Information
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for the new PDFs
- Expansion of JIS database to capture additional fields populating the new forms
- Testing and finalization of new PDF functionality
- User manual documentation of new PDFs
- Online training documentation of new PDFs
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

D – Ability to Send Probation Officer Referral Report Electronically to Intake
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for new referral
- Expansion of JIS database to capture additional fields required for the referral
- Finalization and testing of electronic referral process
- User manual documentation of sending electronic referral
- Online training documentation of sending electronic referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

E – Automation of School Notification from Probation Officers
- Business requirements gathering and documentation
- Development of electronic school notification criteria and new form for existing probationers transferring from one district to another
- Finalization and testing of electronic notification process
- User manual documentation of school notification referral
- Online training documentation of school notification referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

**Task 17 – Deferred Prosecution Functionality**

**A – High-level Offense View Changes**
- Business requirements gathering and documentation
- Development of new columns in high-level offense view/display
- Development of new mouse over information within new and existing high-level offense view columns
- Finalization and testing of electronic notification process
- User manual documentation of new display enhancements
- Online training documentation of new display enhancements
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

**B – Mediation Referral Database Expansion**
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for new data fields
- Expansion of JIS database to capture additional fields required for the referral
- Finalization and testing of electronic referral process
- User manual documentation of sending electronic referral
- Online training documentation of sending electronic referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

**Task 18 – Mentoring/Volunteer Functionality**

**Ability to Receive Master Referrals Electronically**
- Business requirements gathering and documentation
- Development of Mentoring queue to receive online referral, including print capability, based upon user role
- Finalization and testing of online referral and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

**B – JIS Training & Onboarding of Mentoring/Volunteer Staff**
- Preparation & training documentation for approximately 5 Mentoring/Volunteer staff
- One half-day training session

**Task 19 – Addition of Truancy & JP Courts**
- Facilitation of a cross-functional user group that defines, tests, and finalizes the required Truancy/JP Courts functionality
- Detailed business requirements definition and documentation
- Truancy/JP Courts functionality defined, developed, tested and agreed upon by the cross-functional user group
- Application and functionality changes transitioned to production environment
- User, online training and technical documentation
- Development of plans for connecting and integrating the Truancy & JP Courts; includes data conversion/data mapping of historical data and a plan for the ongoing updating of the data on a routine basis.
- User training and follow-up
- Contractor will provide written confirmation from an authorized representative of each court that the truancy/JP court information has been accurately incorporated into JIS.

Task 20 – Legislative Changes
- Business requirements gathering and documentation to meet the required legislative changes and modifications for Family Code 15.27, 53.03i, and 61.102 as well as changes to the DPS reporting requirements
- Development of insert, update, display, and print capabilities
- Expansion of JIS database to capture additional fields as required
- Finalization and testing of new functionality
- User manual documentation of new functionality
- Online training documentation of new functionality
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment
MEMORANDUM

Date: October 7, 2003
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Re: Sex Offender Management Discretionary Grant

Background of Issue
The Juvenile Department has received the grant award notification for its Sex Offender Management Program from the United States Department of Justice’s Office of Justice Programs. The Commissioners court approved the departments request to submit an application for this funding through Court Order 2003-1104 dated June 24, 2003.

The purpose of this briefing is to request Commissioners Court approval to accept funding in the amount of $146,943 for a two year term to establish a comprehensive juvenile justice management team to evaluate current prosecutorial, defense, corrections and treatment practices and develop a work plan to enhance services to juvenile sex offenders to ensure victim protection and public safety.

Impact on Operations and Maintenance
The funding of $146,943 is for a 24-month cycle beginning September 1, 2003 and ending August 30, 2005. We will evaluate the effectiveness of this program at the end of the grants two year cycle and if determined to be effective, the program will be internalized without any additional County funding. The overall management responsibility for this program will be that of the Deputy Director of Probation Services.

The grant request includes funding for a grade G, unit supervisor level position. We are requesting that Human Resources be authorized to evaluate and grade the position for submission to the Civil Service Commission. Additionally, funding for an existing grade G unit supervisor position will expire on October 31, 2003. Normally, the incumbent would transition into this grant funded supervisory position, in compliance with the Department’s reduction-in-force policy. However this grant position has not yet been authorized by Commissioners Court, and we are requesting bridge funding for a grade G position pending final Civil Service classification of this position.

Legal Information
The award notice requires the signature of the Director of the Juvenile Department, who is designated as the authorized official for the purposes of this grant.

2600 Lone Star Drive, Box 5 Dallas, Texas 75212 (214) 698-2200
Financial Impact/Considerations
The grant award of $146,943 is for 75 percent of the total two year project cost of $195,924. The balance local match of $48,981 will be met through currently budgeted funds for office space, support staff and clinical services included in the Juvenile Department’s General Budget. No additional County funds will be needed to meet the local match requirements.

Performance Measures Impact
The grant has designated that the following tasks be completed within the two year grant cycle:

Months 1 - 6

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

Month 7-24

- Implement the work plan.
- Monitor and evaluate the effectiveness of the work plan, and modify the plan when strategies are not effective.

Project Schedule/ Implementation
We anticipate a project start date of November 1, 2003.

Recommendation
It is recommended that the Dallas County Commissioners Court approve the Juvenile Department’s request to accept the grant award of $146,943 from the United States Department of Justice, Office of Justice Programs, for the implementation of a juvenile sex offender management discretionary project for Dallas County and authorize the Director of the Juvenile Department to sign the grantee acceptance notice on behalf of Dallas County. It is also recommended that the court authorize the Dallas County Human Resources/Civil Services Department to evaluate and grade the associated position for submission to the Civil Service Commission for classification. It is also recommended that the Commissioners Court authorize bridge funding for the grade G supervisory position pending final acceptance of the grant and classification of the position.

Recommended by: Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5 Dallas, Texas 75212 (214) 698-2200
# Grant Information

**U.S. Department of Justice**  
**Office of Justice Programs**  
**Bureau of Justice Assistance**

## 4. Award Number: 2003-WP-BX-0006

## 5. Project Period: From 09/01/2003 to 08/31/2005

## 6. Award Date: 09/03/2003

## 7. Action: Initial

## 1. Recipient Name and Address (Including Zip Code)

Dallas County Juvenile Department  
2400 Loose St. Drive  
Dallas, TX 75212-6332

## 3. Project Title

Sex Offender Management Discretionary Grant Program: Building a Comprehensive Continuum of Management Strategies

## 12. Special Conditions

The above grant project is approved subject to such conditions or limitations as are set forth on the attached 1-page(s).

## 13. Statutory Authority for Grant

This project is supported under Violent Crime Control and Law Enforcement Act of 1994 PL 102-322 Section 40152 Certified at 42 USC section 13941

## 15. Method of Payment

PAPRS

## 16. Typed Name and Title of Approving OJP Official

Deborah J. Daniels  
Assistant Attorney General

## 18. Typed Name and Title of Authorized Grantee Official

Mike K. Griffiths  
Juvenile Services Director

## 20. Accounting Classification Codes

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OJP Form 40002 (Rev. 5-07) Previous editions are obsolete.
October 8, 2003

Memorandum

To: Commissioners Court

From: Virginia A. Porter
       County Auditor

Subject: Justice Court Technology Fee

Background
During the 77th Legislature, HB 177 amended the Code of Criminal Procedure by adding Article 102.0173. This amendment provides that commissioners court of a county by order may create a justice court technology fund and require a defendant convicted of a misdemeanor offense in a justice court to pay a technology fee not to exceed $4 as a cost of court. This fee can be assessed for offenses on or after September 1, 2001 with the article expiring September 1, 2005.

Commissioners Court determined not to assess the fee due to questions concerning the constitutionality of non-uniform fee collection across the state.

The Attorney General declined to address the validity of the justice court technology fee due to pending litigation in Caldwell v. Rylander on a similar fee. This case has now been resolved. Texas Justice Court Training Center has distributed information to all Texas justices of the peace along with a letter from Jim Allison advising that the technology fee should be collected and that funds may be expended.

During the 78th Legislature, SB 358 established constitutional county court jurisdiction for truancy cases and provided the costs must be the same as those assessed in justice courts for an offense under the Education Code. We will pursue legal determination on assessment of the technology fee in the truancy courts.

Financial Impact
Assessing a $4 justice court technology fee on all misdemeanor offenses in a justice court would result in an additional $670,000 if assessed until it expires on September 1, 2005. These funds could be used to fund part of the new civil courts/JP system.

Recommendation
We recommend establishment of the justice court technology fund and assessment of the $4 technology fee beginning November 1, 2003.

cc: Janet Ferguson
    Ryan Brown

509 Main Street       Dallas, Texas 75202       214-653-6472
        Suite 407                           FAX 214-653-6440
October 7, 2003

TO: The Honorable Commissioners Court

FROM: Gloria Reyes, Buyer

SUBJECT: EXTENSION OF ANNUAL CONTRACT FOR FAX MACHINE MAINTENANCE
BID #2003-008-1236

BACKGROUND/ISSUE

On October 22, 2002, the Dallas County Commissioners Court awarded the Annual Contract for Fax Machine Maintenance, Bid #2003-008-1236 to Dal-Tex Business Systems. The contract was for a one-year period with two one-year options to extend.

Dal-Tex Business System has performed satisfactorily for the first year of this contract and has agreed to extend the contract for the period November 5, 2003 through November 4, 2004.

INSURANCE AND M/WBE COMPLIANCE

Dal-Tex Business Systems has provided the necessary and compliant insurance documents to conform to the bid specifications. In addition, they have provided Dallas County with an updated EEO 1 form for your review.

FINANCIAL IMPACT

The estimated annual cost of this contract is $12,535 and funding is available in the FY04 budget of the General Fund.

RECOMMENDATION

The Purchasing Department recommends the Commissioners Court authorize the first extension of Bid #2003-008-1236, Annual Contract for Fax Machine Maintenance with Dal-Tex for an additional year one period beginning November 5, 2003 through November 4, 2004.

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

Recommended for Approval:

[Signature]
Phillip J. Vasquez, Purchasing Director/grr

509 Main Street, Suite 623
Dallas, Texas 75202-4616

Office (214) 653-7431
Dal-Tex Business Systems Inc.

BILL WILLIAMS                                             Telephone 214-350-1876 X109
President                                                Fax 214350-0756
10014 Monroe Dr.                                           
Dallas, Texas 75229                                        

Attn: Gloria
Dallas County Purchasing Dept.
509 Main St.
Dallas, Texas 75202

Dear Gloria,

This is reference to bid #03008-1236 fax service. We here at Dal-Tex accept the renewal for the fax service annual contract for Dallas County for the new year starting November 5th, 2003. We also are faxing over seperately a renewal of our insurance, it should be coming shortly if its not already there. Please if you have any other questions please feel free to contact me or Cindy Aldaba.

Sincerely,
Bill Williams
President
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| Technicians          |      |        |         |        |        |        |        |
| Basic Workers         |      |        |         |        |        |        |        |
| Office/Clerical       |      |        |         |        |        |        |        |
| Craft Workers (Skilled) |    |        |         |        |        |        |        |
| Operators (Sales Ends)|      |        |         |        |        |        |        |
| Laborers (Unskilled)  |      |        |         |        |        |        |        |
| Service Workers       |      |        |         |        |        |        |        |
| TOTAL                | 3    |        |         |        |        |        |        |

|                      | TOTAL  |        |        |        |        |        |        |
|                      |        |        |         |        |        |        |        |
| CHECK ONE: Minoritl-Owned Firm Certification I |        |        |         |        |        |        |        |
| Women-Owned Firm Certification II |        |        |         |        |        |        |        |
| Non-Minority Owned Firm      |        |        |         |        |        |        |        |

Signature/Date: [Signature]
Typed Name and Title: [Title]

F.B. Williams President
October 14, 2003

TO: The Honorable Commissioners Court

FROM: Phillip J. Vasquez, Purchasing Director

SUBJECT: Letter of Rationale

A Court Order is being submitted on the same day as the Briefing due to the fact that the Auditor’s Office is withholding payment of invoices to A & C Company.

PJV: crn
September 26, 2003

TO: The Honorable Commissioners Court
FROM: Robbie Placino, Senior Buyer
SUBJECT: Annual Contract for Janitorial Supplies; Bid # 2003-048-1283.

Background/Issue
On April 1, 2003, the Commissioners Court awarded a portion of Bid # 2003-048-1283 to A&C Supply Company per Court Order # 2003-439. A&C Supply Company is a sole proprietor and does not have the required workmen’s compensation insurance coverage, general liability and commercial/business automobile liability coverage.

A&C Company has submitted an affidavit and a signed letter stating that the business style is a single proprietorship and that they act as a broker and do not make actual deliveries of products to Dallas County. They use a common carrier to transport products to Dallas County. This is consistent with the revised County insurance policy.

Financial Impact
Dallas County has issued purchase orders from April 2003 to date in the amount of $64,460.00.

Recommendation
The Purchasing Department recommends that the workers compensation insurance, general liability insurance and commercial/business automobile liability coverage of A&C Supply Company be waived for the entire life of the contract as required in Bid # 2003-048-1283 “Annual Contract for Janitorial Supplies” and payment of all invoices being held by the Auditor’s office be released.

Should the Commissioners Court concur with this recommendation, a Court Order has been prepared for this agenda.

Recommended for Approval by:

Phillip J. Vasquez, Purchasing Director
AFFIDAVIT OF OWNERSHIP

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared George N. Ostrander, Individually and doing business as A+C Supply Co., who after being by me first duly sworn, deposed and stated as follows:

"My name is George N. Ostrander appearing herein individually and as president and sole owner of A+C Supply Co. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct."

"My name is George N. Ostrander. I am president and sole owner of A+C Supply Co., located at 720 Military Parkway, Suite D Dallas County issued Solicitation No. 2003-048-1283 (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code.

I do not maintain Workers' Compensation Insurance as required by the proposed bid. I am ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to purchase such insurance for the following reasons: I do not have full-time employees at A+C Supply Co.

"Further affiant sayeth not."

A+C Supply Co.

Name

Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this 30th day of September, 2003.

Michele M. Hughes
Notary Public
State of Texas

Commission Expires 7-16-2005

Michele M. Hughes
Notary Public
State of Texas
My Commission Expires July 16, 2005
A & C Supply
720 Military Parkway, Suite D
Mesquite, Texas 75149

September 23, 2003

Dallas County Purchasing Department
509 County Purchasing Department
509 Main St., Records Building, Rm. 623
Dallas, Texas 75202

Dear Sir or Madam;

Please be advised that we do not use any of our own vehicles
to deliver products through A & C Supply, to Dallas County.
In addition, I do not have any employees that would be
involved in delivery of products to your location.

Sincerely,

[Signature]

George N. Ostrander
Owner, A & C Supply
October 14, 2003

To: Commissioners Court

From: Abbas A. Kaka, P.E., Assistant Director

Through: Dan Savage, Assistant Administrator for Operations

Subject: Replacement of Existing Water Piping System at
Frank Crowley Courts Building (Amendment A-2 to Work Order #20)

BACKGROUND: All the bids for the replacement of hot water/cold water piping were rejected per Court Order 2003-1392 dated August 5, 2003 due to budgetary constraints.

Dallas County requested Vidaud & Associates to provide a fee proposal to prepare an engineering report to improve existing pipe sizes for hot water system in the facility and thus reduce the construction cost. Based upon the recommendations in this study, it will be determined to allow modification of the existing design drawings, with additional fees, to achieve savings and put the plans and specifications out for bids.

VAI has provided an acceptable proposal dated August 1, 2003. (See attached)

IMPACT/OPERATIONS: This work will confirm if project design necessitates further revisions and changes to existing plans and specifications.

LEGAL: N/A

M/WBE INFORMATION: Vidaud Associates is a minority firm.

FINANCIAL IMPACT: The proposed fee for the consulting services is a total of $3,425.00. Funds are available in Fund 491.0.08010.1998.0.70084 (1985 Limited Tax Permanent Improvement Bond, Engineering, Year 1998, Criminal Courts Building.)

RECOMMENDATION: It is recommended that the Commissioners Court approve Amendment #A-2 to Work Order No. 20 to be issued to Vidaud & Associates, Inc. for the fees in the amount not to exceed $3,425.00 and the County Judge be authorized to execute the appropriate contract documents.

Approved:

Dan Savage, Assistant Administrator for Operations
August 1, 2003

Abbas Kaka
Assistant Director
Dallas County Engineering and Project Management
600 Commerce Street, 9th Floor
Dallas, TX 75202

Additional Design Services Proposal for Frank Crowley Building Plumbing Replacement
Project (Engineering Study of Existing Hot Water Distribution System)

Dear Mr. Kaka:

Vidaud + Associates Incorporated is pleased to have this opportunity to serve Dallas County and offers the following proposal for your consideration. These services are based on discussions held with the County on July 3, 2003.

SCOPE OF SERVICES

Engineering Report Letter - Complete a study of the existing domestic hot water production systems in both the Frank Crowley Building and the Lew Sterrett Building to determine the feasibility of reconfiguring the hot water supply piping systems to accommodate a scenario where the existing domestic hot water production equipment located in the basement of the Frank Crowley Building can be eliminated in whole or in part. This study will be supported by flow-metering data and existing system information provided by Dallas County Maintenance. We will present the results of our findings in the form of an engineering letter. Two site visits or meetings are included in this phase of service.

DELIVERABLES

Letter provided by the consulting engineer covering the analysis of the existing system and the proposed method of accomplishing the modifications.

FEE PROPOSAL

As shown in the attached spreadsheet. Fees are not to exceed amounts.

SCHEDULE

A mutually agreeable schedule will be determined at time of project approval.

ASSUMPTIONS

1. Dallas County will provide record drawings of existing facilities. No verification of drawings will be required other than what is necessary to accomplish the scope of work contained in this proposal.

2. This proposal does not include the cost of reproduction for bid sets of documents.
Abbas Kaka
Dallas County Engineering & Project Management
August 1, 2003
Page 2

3. VAI and its consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of any persons to hazardous materials in any form, including, but not limited to asbestos, asbestos-containing materials, lead-based paints or other toxic substances.

Please direct questions regarding this proposal to me at 972.934.8888, ext. 126.

Sincerely,

[Signature]
Timothy D. Strucely, AIA
Associate Principal
Vidaud + Associates, Inc.

Attach: Proposal Cost Summary
cc: Russell Himes
## Proposal Cost Summary

**VIDAUD + ASSOCIATES INC.**
13849 MONTFORT DRIVE, SUITE 200
DALLAS, TEXAS 75240
972/934-8888

**Title of Project:**
Crowley Re-pipe Project Additional Design Services  
Dallas County Engineering & Project Management  
Engineering Study

### 1. Basic Services Direct Labor (DL)

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<td>400.00</td>
</tr>
</tbody>
</table>

**Total Hours:** 4  
**Total Labor:** 400.00

**Mechanical Engineer (O’Dea Lynch Abbatista):** 3,000.00

### 1. Total Basic Services

**Direct Project Expenses:** 3,400.00
- Printing (review sets, presentations)
- Printing
- Fax Transmissions
- Long Distance Telephone
- Mileage
- Delivery (Not to Exceed): 25.00
- Photography (prior to Construction)
- Photography (during Construction)
- Postage/Shipping
- Presentation Materials (vignettes, presentations, etc.)
- Other
- TDLR Review Fee
- Consultant Reimbursables

**2. Total Expenses:** 25.00

**Non-Basic Services:**

**3. Total Non-Basic Services:** 0.00

**4. Total Labor Cost (Sum of 1 and 3) (does not include expenses):** 3,400.00

**5. Total Cost Including Expenses:** 3,425.00

**Date:** 1-Aug-03  
**Signature of Preparer:** [Signature]
October 14, 2003

To: Commissioners Court

From: Abbas A. Kaka P.E., Assistant Director

Through: Dan Savage, Assistant Administrator, Operations.

Subject: Rationale for Same Day Briefing and Award Court Order
Revised Testing and Balancing Engineering for Bio Safety Lab - 3
(Amendment 1 to Work Order #17)

It is requested that Amendment 1 to Work Order #17 be authorized by Court Order on today’s Agenda in order to expedite engineering services as soon as possible for the certification and completion of this project.
October 14, 2003

To: Commissioners Court

From: Abbas A. Kaka P.E., Assistant Director

Through: Dan Savage, Assistant Administrator, Operations.

Subject: Revised Testing and Balancing Engineering for Bio Safety Lab - 3
(Amendment to Work Order #17)

BACKGROUND: Dallas County has furnished two bio-safety hoods to be installed by Tegrity Contractors for the completion of the project. There is a discrepancy in the model number of the unit that was apparently given by the end users for the design basis in November 2002 and the actual units that arrived at site in May 2003.

It is critical to have correct chart for supply and exhaust air for the bio-safety lab to keep proper negative pressure in the new labs. A revised testing and balancing of exhaust air is required to achieve official certification of the hoods. The architects/engineers, Vidaud + Associates, have provided a fee for these services dated October 6, 2003. (See attached)

IMPACT/OPERATIONS: This amendment will provide the necessary correction in the design of November 2002 and final drawings dated Jan. 31, 2003 for air flows and negative pressures.

LEGAL: This will be executed in accordance with all legal requirements.

M/WBE INFORMATION: Vidaud & Associates is a minority firm.

FINANCIAL IMPACT: Funds are available for this services from FY2004 Permanent Improvements

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Work Order #17</td>
<td>$20,716.00</td>
</tr>
<tr>
<td>Proposed additional fees (Work Order #17 Amendment 1)</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>Revised amount</td>
<td>$21,591.00</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Engineering and Project Management recommends that the Commissioners Court approve the additional fees for the work to Vidaud & Associates as Amendment No. 1 to Indefinite Quantity Work Order 17 in an amount not to exceed $875.00 and the County Judge be authorized to execute the appropriate contract documents.

Approved:

Dan Savage, Assistant Administrator for Operations
COURT ORDER

ORDER NO.: ________________

DATE: ________________

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the ________________ day of __________________________, 2003, on motion made by __________________________, and seconded by __________________________, the following Order was adopted:

WHEREAS, on October 14, 2003, Commissioners Court was briefed regarding proposed Amendment 1 to the Architecture/Engineering Indefinite Quantity Contract Work Order No. 17 to Vidaud + Associates, Inc. to provide additional mechanical engineering services for the renovations to Bio-Safety Lab 3 at the Dallas County Health and Human Services facility, 2377 Stemmons Freeway, and

WHEREAS, Vidaud + Associates, Inc. has proposed a fee of $875.00 for Work Order No. 17 – Amendment 1 with funding to be provided from Fund 126.0.0.2004 (Permanent Improvements, FY2004), and

WHEREAS, the Dallas County Engineering and Project Management Department recommends that Vidaud + Associates be authorized to proceed with Work Order No. 17 – Amendment 1 as it is necessary for the completion of the project; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the County Judge be authorized to execute on behalf of Dallas County Indefinite Quantity Work Order No. 17 – Amendment 1 to Vidaud + Associates, Inc. to provide additional mechanical engineering services for the renovations to Bio-Safety Lab 3 at the Dallas County Health and Human Services facility, 2377 Stemmons Freeway, for an amount not to exceed $875.00.

DONE IN OPEN COURT, this the ________________ day of __________________________, 2003.

Margaret Keliher
County Judge

Jim Jackson
Commissioner, District 1

Mike Cantrell
Commissioner, District 2

John Wiley Price
Commissioner, District 3

Kenneth A. Mayfield
Commissioner, District 4

Recommended by: Dan Savage
Assistant Administrator for Operations
INDEFINITE QUANTITY
ARCHITECTURAL/ENGINEERING CONTRACT
VIDAUD + ASSOCIATES INCORPORATED

WORK ORDER NO. 17 – Amendment 1                                      Date: October 14, 2003

Architecture/Engineering Services - Renovations to Bio-Safety Lab 3 - Additional Services
Health & Human Services, 2377 Stemmons Freeway, Dallas, Texas

DESCRIPTION OF WORK TO BE PERFORMED:
Consultant to provide additional mechanical engineering services for revised air balance schedule in connection with the renovation of the BSL-3 at the HHS facility located at 2377 Stemmons Freeway to accommodate a new Bio-Safety Level 1, 2 and 3 operation and as enumerated in the Vidaud + Associates Incorporated proposal to Dallas County, dated October 6, 2003.

TOTAL WORK ORDER AMOUNT: $875.00
FUNDING: 126.0.0.2004

FEE BASIS:

X LUMP SUM AS DETAILED

Basic Services $850.00
Expenses 25.00

NOT TO EXCEED HOURLY CONTRACT

Total Work Order 17 $875.00

HOURLY CONTRACT

GENERAL PROVISIONS: Terms and conditions of contract between Dallas County and Vidaud + Associates Incorporated, approved by Court Order 2000-1157, June 6, 2000, and subsequently renewed by Court Orders 2001-2331 and 2002-864, remain in effect, but are modified by the addition of this Work Order.

This Work Order incorporates, by reference, Vidaud + Associates proposal dated October 6, 2003, Biology Lab Renovation at 2377 Stemmons Freeway, Additional Services for Revised Air Balance Schedule.

Margaret Keliher, County Judge
DALLAS COUNTY

Russell E. Himes, CFO
VIDAUD + ASSOCIATES INCORPORATED
October 6, 2003

Abbas Kaka  
Assistant Director  
Dallas County Engineering and Project Management  
800 Commerce Street, 9th Floor  
Dallas, TX 75202

Biology Lab Renovation at 2377 Stemmons Freeway  
Additional Services for Revised Air Balance Schedule

Dear Mr. Kaka:

Vidaud + Associates Incorporated is pleased to have this opportunity to serve Dallas County and offers the following proposal for your consideration.

WORK SCOPE

Additional mechanical engineering services are required to modify the original air balance schedule provided for this project. The additional work is required for three reasons as follows:

1. Dallas County acquired two bio-safety cabinets that exceeded the capacity of the models described in a purchase order provided to the A/E. Additionally, inaccurate information on capacity was provided by the County for two of the three existing bio-safety cabinets.

2. Dallas County did not inform the A/E of modifications made to the exhaust system since the 1999 construction as-built documents were produced.

3. Neither Dallas County nor Tegrity Contractors informed the A/E during construction, of changes in capacity for the bio-safety cabinets delivered to the job site, as instructed by Sheet M2.0 of the contract drawings.

SCOPE OF SERVICES

The additional engineering work required to correct the exhaust system imbalance will include:

1. Modification of the air balance scheduled to correspond with the exhaust air volumes required for the owner provided bio-safety exhaust hoods.

2. Design of transfer air grilles and duct modifications to accomplish balance of the revised balance schedule.

OWNER-PROVIDED INFORMATION

1. Equipment cut sheets for the existing and new owner-provided bio-safety exhaust hoods.
ASSUMPTIONS

1. Dallas County will make the necessary repairs to the base building exhaust system such that it will operate with the minimum capacity of 7,805 CFM at 6.5" static pressure as indicated on the 1999 construction drawings.

2. Dallas County will replace the existing exhaust ductwork between the lab and HEPA filter such that it is of adequate size to exhaust the lab area as indicated on the 1999 construction drawings.

DELIVERABLE

Sealed engineering drawing provided by the A/E.

SCHEDULE

A mutually agreeable schedule for this project will be determined after approval of a County work order.

FEE FOR SERVICES

As shown on the attached proposal cost summary.

Sincerely,

Timothy D. Strucely, AIA
Project Manager
Vidaud + Associates, Inc.

Attach: Proposal Cost Summary
cc: Russell Himes
# PROPOSAL COST SUMMARY

**VIDAUD + ASSOCIATES INC.**  
13649 MONTFORT DRIVE, SUITE 200  
DALLAS, TEXAS 75240  
972/934-8888

**TITLE OF PROJECT:**  
Biology Lab Renovation at 2377 Stemmons Freeway  
Dallas County Engineering & Project Management  
Additional Services for TAB

<table>
<thead>
<tr>
<th></th>
<th>HOURS</th>
<th>RATES $</th>
<th>COST $</th>
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</thead>
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<tr>
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<td>0</td>
<td>128.00</td>
<td>0.00</td>
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<tr>
<td>Project Manager</td>
<td>1</td>
<td>100.00</td>
<td>100.00</td>
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<tr>
<td>Architect</td>
<td>0</td>
<td>88.00</td>
<td>0.00</td>
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<tr>
<td>Engineer</td>
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<td>88.10</td>
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<td>Cost Estimator</td>
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<td>82.00</td>
<td>0.00</td>
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<tr>
<td>Specification Writer</td>
<td>0</td>
<td>82.00</td>
<td>0.00</td>
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<tr>
<td>Field Construction Inspector</td>
<td>0</td>
<td>77.00</td>
<td>0.00</td>
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<td>Spec &amp; Drawing Review</td>
<td>0</td>
<td>88.00</td>
<td>0.00</td>
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<tr>
<td>Designer</td>
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<td>68.00</td>
<td>0.00</td>
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<tr>
<td>Engineering Draftsman</td>
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<tr>
<td>Production Technician</td>
<td>0</td>
<td>43.00</td>
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</tr>
<tr>
<td>Secretary/Word Processor</td>
<td>0</td>
<td>38.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL HOURS** | **1**  
**TOTAL LABOR $** | **100.00**

**MEP - Design**

---

1. **TOTAL BASIC SERVICES**

**DIRECT PROJECT EXPENSES**

- Printing (review sets, presentations)
- Printing
- Fax Transmissions
- Long Distance Telephone
- Mileage
- Delivery
- Photography (prior to Construction)
- Photography (during Construction)
- Postage/Shipping
- Presentation Materials (vignettes, presentations, etc.)
- Other
- TOLR Review Fee
- Consultant Reimburseables

2. **TOTAL EXPENSES**

**NON-BASIC SERVICES**

**TOTAL NON-BASIC SERVICES**

0.00

4. **TOTAL LABOR COST (Sum of 1 and 3) (does not include expenses)**

850.00

5. **TOTAL COST INCLUDING EXPENSES**

875.00

**DATE**

6-Oct-03

**SIGNATURE OF PREPARER**
MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Kenneth Mayfield, District 4

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

SUBJECT: Resale of Tax Foreclosed Property by City of Cedar Hill, Cause No. 00-31242 styled City of Cedar Hill, et al vs. John Bass Construction Co., 5.3671 Ac., 600 FM Road 1382, Cedar Hill, (the “Property”)

BACKGROUND OF ISSUE

The property at 600 FM Road 1382 in Cedar Hill was offered for sale by the Sheriff of Dallas County at public auction and was struck off to the City of Cedar Hill (“City”) on December 6, 2002 pursuant to a judgment for the non-payment of delinquent property taxes. The Sheriff’s Deed to the Property is recorded in Volume 2003054, Page 4936, Real Property Records, Dallas County, Texas. The City holds the Property in trust for each taxing jurisdiction party to the judgment, e.g., City, Cedar Hill ISD and Dallas County, pursuant to Section 34.01(c) Property Tax Code.

The City has previously rejected two unsolicited offers on the Property. The City successfully advertised the Property for sale via a sealed bid and received two bids on the Property. The City rejected the high bid received from Tommy Winn of $70,000 in favor of a lesser bid of $60,000 submitted by an active developer. The City is requesting that Dallas County accept the second bid of $60,000 submitted by Schragin Real Estate on behalf of the developer for the Shenandoah gated community adjacent to the Property. The City and Cedar Hill ISD have determined that the second bid is a better value because the developer is currently building a premier gated community and is planning to construct two new homes on the Property with a minimum value of $300,000 each within the next year. The City and the School District have approved the $60,000 bid.

The City is requesting that Dallas County: (1) consent to the award of the bid for the sale of the Property to the developer at $60,000, even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the property pursuant to Section 34.05(i) of the Tax Code, and (2) authorize the City, as trustee to act on behalf of Dallas County, County Community College District, the Parkland Hospital District and the County School Equalization Fund in execution of a Quitclaim Deed.

IMPACT ON OPERATIONS AND MAINTENANCE

The City with consent from the Cedar Hill ISD has determined that sale of the Property to the developer will return the Property to the tax rolls at a higher value due to development, thereby increasing the tax revenue basis to the taxing units within the next year.

LEGAL INFORMATION

The sale is in compliance with the Texas Property Tax Code, Section 34.05, Resale by Taxing Units, which allows the taxing unit that purchased the property to sell the property at a public or private sale for an amount less than either the aggregate amount of the judgments against the property or the market value of the property as stated in the judgment.
of foreclosure with the consent of each taxing unit entitled to receive proceeds of the sale under the judgment. The sale is also in compliance with the Dallas County Tax Foreclosure Resale Policy adopted by the Commissioners Court.

The Civil Section of the District Attorney’s Office has reviewed the legality of awarding the bid to the second bidder and advises that there is no “point of law” that specifically prohibits accepting a low bid if determined to be the best bid after analysis of all contributory factors.

FINANCIAL IMPACT/CONSIDERATIONS

The bid of $60,000 is below the judgment amount due of $345,844.35. However, the City had an independent appraisal completed on the Property and it was discovered that only 2.38 acres of the 5.3671 acre tract is useable; the balance is in a flood plain per a FEMA study.

The Property was previously listed on the tax rolls with an appraised value of $350,690. DCAD was unaware of the FEMA study and the Property had been over appraised for many years. Based on the information contained in the appraisal report DCAD has now adjusted the property value for 2003 to the $60,000 market value as determined by the independent appraiser commissioned by the City. Based on the information provided by the City, the County would capture the difference between the high bid and the second bid of $1,700 ($10,796.25 - $9,096.25) within six months of full assessment. If accepted, the $60,000 would be distributed as follows:

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Tax Account No.</th>
<th>Judgment Amount</th>
<th>Bid Amount</th>
<th>Less Costs Of Sale/Resale</th>
<th>Amount Available For Distribution</th>
<th>Amount to be Recovered</th>
</tr>
</thead>
<tbody>
<tr>
<td>600 FM RD 1382</td>
<td>16039700000000A0000</td>
<td>$345,844.35</td>
<td>$70,000.00</td>
<td>$6,492.65</td>
<td>$63,507.35</td>
<td>County: $10,796.25</td>
</tr>
<tr>
<td>Cedar Hill, TX</td>
<td>Case #00-31242</td>
<td>County: $58,063.04 (17%)</td>
<td>City: $75,442.09 (22%)</td>
<td>School: $212,339.22 (61%)</td>
<td></td>
<td>City: $13,971.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(1) Tommy Winn</td>
<td></td>
<td></td>
<td></td>
<td>School: $38,739.48</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2) Schragin Real Estate</td>
<td>$60,000.00</td>
<td>$6,492.65</td>
<td>$53,507.65</td>
<td>County: $9,096.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>City: $11,771.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>School: $32,639.48</td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Public Works Department has reviewed the request from the City to consent to the award of the second bid of $60,000 on the tax foreclosure resale bid for the Property. Based on an evaluation of the information provided by the City, we feel there could be sufficient justification that the low bid may be in the best interest of the taxing units.
Commissioners Court
October 8, 2003
Page 3

Based on this review the following options are available to the Commissioners Court:

1. Consent to the award of the second bid of $60,000 as requested by the City with consent from the Cedar Hill I.S.D.,

2. Consent to the award of the second bid of $60,000 as requested by the City with consent from the Cedar Hill I.S.D., with a condition that County receive the difference of $1,700 being the amount of additional tax revenue the County would have received if awarded to the high bidder.

The Public Works Department will proceed as directed by the Commissioners Court.

APPROVED BY:

[Signature]

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

xc: Janet Ferguson, Chief, Civil District Attorney's Office
David Childs, Tax Assessor/Collector
DeMetris Sampson, Attorney, Linebarger, Goggan, Blair & Sampson, LLP
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP.
Memorandum

To: Pam Easterly
CC: 
From: Elke L. Daniel [Signature]
Date: September 4, 2004
Re: Resale Item to Be Placed on Agenda

Would you please place the following item on the next available County Commissioner’s Court agenda for approval? I tried to give you as much information as possible. You can include whatever you feel is necessary. I will be available to brief and/or answer any questions at the meeting.

A bid of $60,000 has been received to purchase the following property:

Legal Description: Being all that certain Tract A, being 5.3671 acres more or less, in the Sleepy Hollow Addition to the City of Cedar Hill, Dallas County, Texas, more commonly addressed as 699 FM RD 1382, Cedar Hill, TX. DCAD #1603970000000400.

The City and the School District have approved this offer. The bidder is a developer and is currently building a premier gated community adjacent to this tract and would like to include this property in the community, thereby increasing the tax revenue basis for the taxing authorities within the next year.

The offer is an underbid based on the judgment amount due of $345,844.35. However, the City of Cedar Hill had an independent appraisal conducted on the property and it was discovered that only 2.38 acres of the 5.3671 acre tract is useable; the balance is in a flood plain per a FEMA study.

The property was previously listed on the tax rolls with an appraised value of $350,690. DCAD was unaware of the FEMA study and the property had been over appraised for many years. Based on the information contained in the appraisal report DCAD has now adjusted the property value for 2003 to the $60,000 market value as determined by the independent appraiser commissioned by the City of Cedar Hill.
If approved, the $60,000 would be distributed as follows:

Bid: $60,000.00
Costs: ($6,772.65)
Amount Avail to be distributed: $53,507.35

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<th>Distribution:</th>
<th>Amount Due</th>
<th>Pro rata%</th>
<th>Amount Recovered</th>
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<td>$58,063.04</td>
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<td>ISD</td>
<td>$212,339.22</td>
<td>.61</td>
<td>$32,639.48</td>
</tr>
<tr>
<td></td>
<td>$345,844.35</td>
<td>100%</td>
<td>$53,507.35</td>
</tr>
</tbody>
</table>
October 8, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: DIVERT grant award acceptance

BACKGROUND
The Criminal Justice Division, Office of the Governor, has notified Dallas County of its award of $55,440 for the DIVERT Court’s Adult Substance Abuse Residential Treatment Project. The purpose of this briefing is present Commissioners Court with a recommendation concerning acceptance of the grant award.

OPERATIONAL IMPACT
The DIVERT Court’s adult substance abuse residential treatment project is in its second year of operation, receiving first year funding from the Criminal Justice Division, Office of the Governor during FY03. This project provides intensive residential treatment for indigent drug-addicted offenders enrolled in the DIVERT program. This type of treatment focuses on relapse prevention and providing tools to the participants that promotes accountability. Residential treatment is an essential component of the DIVERT program and significantly increases the likelihood of participants successfully completing the DIVERT program.

FINANCIAL IMPACT
The residential treatment grant provides $55,440 in grant funds, with a cash match of $13,860, for a total of $69,300. The cash match amount of $13,860 is included in funds budgeted for FY2004.

RECOMMENDATION
The Office of Budget and Evaluation recommends acceptance of the grant award from the Criminal Justice Division, Office of the Governor for $55,440, a cash match of $13,860 and will run from October 1, 2003 to August 31, 2004.
MEMORANDUM

TO: AUTHORIZED OFFICIALS, CRIMINAL JUSTICE DIVISION (CJD) GRANTS

FROM: KEN C. NICOLAS, EXECUTIVE DIRECTOR

SUBJECT: CJD GRANT AWARD NOTIFICATION

I am pleased to inform you that your application for award has been approved. The enclosed letter from the Governor, Grant Acceptance Notice, Statement of Grant Award, and Approved Budget Summary contains information concerning a grant awarded to your agency by CJD. The financial officer and the project director designated in your grant application have been informed of the award by separate letter.

The original Grant Acceptance Notice enclosed must be signed by the Authorized Official and returned to CJD within 45 days of the award date. The Governor’s web-site at http://www.governor.state.tx.us offers a variety of useful links for CJD documents and resources needed to properly administer CJD grants such as:

- Texas Administrative Code (TAC)
- Grant program descriptions and funding information
- Useful links to federal and state agency web home pages
- Relevant federal and state initiative sites
- Uniform Grant Management Standards (UGMS) – administrative guide, applies to all CJD grants
- U.S. Department of Education General Administrative Regulations (EDGAR) – applies to Safe and Drug-Free Schools and Communities grants only
- List of Regional Council of Governments

I look forward to working with you to ensure the success of your program. Your dedication is appreciated. Any questions relating to the administration of this grant should be directed to the appropriate area listed or your regional council of governments.

- CJD - Main Operator.......................................................... 512/463-1919
- Adult Criminal Justice, and Law Enforcement Projects ......................... 512/463-1284
- Crime Stoppers Assistance Projects ........................................ 512/463-1914
- Victims of Crime and Violence Against Women Projects ..................... 512/463-1924
- Juvenile Justice and Youth Projects ........................................ 512/463-6472
- Requests for Funds .................................................................. 512/936-2180
- Expenditure Reports .................................................................. 512/463-1934
The Honorable Margaret Keliher  
Dallas County  
411 Elm Street  
Dallas, Texas 75202-3598  

Dear Judge Keliher:  

I am pleased to announce a grant award for $55,440 to your organization for the following project: Adult Substance Abuse Residential Treatment Project.  

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.  

The attached Statement of Grant Award contains more specific information about your award. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions. Thank you for your work and best wishes for a successful project.  

Sincerely,  

Rick Perry  
Governor  

RP:kcn  
16319-02
Grant Acceptance:

This Acceptance Notice must be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by.

1. I certify that I am authorized by the applicable governing body to accept, decline, alter, or terminate this grant on behalf of the grantee.
2. If the grantee is not a state agency and the current authorized official is not accounted for in the resolution on file at CJD, I certify that a new resolution has been included with the acceptance of this grant or will be submitted prior to the collection of grant funds.
3. I agree to the terms of the grant on behalf of the grantee, including Title 1, Part 1, Chapter 3, Texas Administrative Code and the adoptions by reference therein.
4. I understand that the grantee is obligated to provide applicable match, as required by the terms of the grant.
5. I understand that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, and/or barring the grantee from receiving future CJD grant funds.
6. I understand that grant funds may be withheld until all special conditions placed on this grant are satisfied.
7. I understand that each grant official position must be occupied by a different individual.
8. I understand that any of the three grant officials may request adjustments to the grant.
9. I understand that CJD must be notified in writing of any grant official change, which must include a sample signature of the new grant official.

The authorized official for this grant must indicate agreement by signing the Acceptance Notice. The grantee will not be eligible for any grant funds until this notice is executed and returned to CJD.

Signature of Authorized Official  Date

Verification of Information and Sample Signatures:

The grantee must verify all of the grant official’s identifying information as listed below. If the information for any of the three officials is incorrect, complete the Designation of Grant Officials Form found at http://www.governor.state.tx.us, and return to CJD.

☐ YES Select YES if all of the information below is correct, sign, and return to CJD.
☐ NO Select NO if any of the information below is incorrect, use the Designation of Grant Officials Form to notify CJD of the updated information ONLY, sign, and return both completed forms to CJD.

Authorized Official

Name: The Honorable Margaret Kelther  Position: County Judge
Address: 411 Elm Street, Suite 200  City/St/Zip: Dallas, Texas 75202-3598
Phone: (214) 553-7555  Fax: (214) 553-6586  Email: mkelther@dallascounty.org

Project Director

Name: The Honorable John C. Creuzot  Position: Judge, Criminal District Court #4
Address: Frank Crowley Courts Bldg., 133 N. Industrial Blvd., 6th Floor  City/St/Zip: Dallas, Texas 75207
Phone: (214) 553-5834  Fax: (214) 553-5347  Email: jcreuzot@aol.com

Signature of Project Director  Date

Financial Officer

Name: Ms. Virginia Porter  Position: County Auditor
Address: 407 Records Bldg., 4th Floor  City/St/Zip: Dallas, Texas 75202
Phone: (214) 653-6472  Fax: (214) 653-6440  Email: wstefanos@dallascounty.org

CJD Grant Manager: Switzer, Judy  Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-04-A10-16319-02
Grantee Name: Dallas County
Project Title: Adult Substance Abuse Residential Treatment Project
Grant Period: 09/01/2003 - 08/31/2004
Program Fund: SF-State Criminal Justice Planning (421) Fund

| CJD Award | $55,440 |
| Grantee Cash Match | $13,860 |
| Grantee In-Kind Match | $0 |
| Total Project Cost | $69,300 |

The Governor's Criminal Justice Division (CJD) has awarded the above-referenced grant. The approved budget is reflected in the attached Budget Summary. This grant is subject to and conditioned upon acceptance of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code. Applicable special conditions are cited below. By signing and submitting the Grantee Acceptance Notice to CJD, the grant officials accept the responsibility for the grant project and certify their agreement to the conditions of grant funding.

Required Attachments:
Resolution
CJD has received the revised resolution on September 3, 2003 in response to the Preliminary Review Report (PRR). Prior to any disbursement of funds and for the resolution to be considered complete it must be signed by members of the governing body. Please submit to CJD a revised resolution with the required signatures.
Grant Number: SF-04-A10-16319-02
Grantee: Dallas County
Project Title: Adult Substance Abuse Residential Treatment Project
Grant Period: 09/01/2003 to 08/31/2004
Date: 09/25/03
Funding Source: SF-State Criminal Justice Planning (421) Fund

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Budget Detail:

B. Residential Treatment Services $69,300
October 8, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

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

SUBJECT: Dallas County Sheriff's Department Program's Division Jail Chemical Dependency Treatment Grant Application

Background
The Office of the Governor, Criminal Justice Division (CJD) has identified funds available for residential substance abuse treatment programs. Eligible uses of funds are for either residential substance abuse or jail-based treatment programs provided in facilities operated by state and local correctional agencies. The Dallas County Sheriff's Department, Jail Chemical Dependency Treatment is requesting authorization to submit an application. The deadline for the submission of the application is October 30, 2003. The grant application has not been completed at this time. The proposed project focuses on the provision of treatment and counseling services for chemically dependent adult offenders while they are incarcerated in the Dallas County Jail. Participants in the program will be housed in a modified therapeutic residential environment separate from the other jail inmates. The purpose of this briefing is to request authorization to submit the grant application.

Operational Impact
Participants in the program will be housed in a modified therapeutic residential environment separate from the other jail inmates. The program will provide chemical dependency screening, intake and assessment, assignment to a living group, group and individual counseling, chemical dependency education, psycho-education, self-help (12-step) meetings, recreation, and aftercare services (referred) which will include treatment and counseling, job training education, housing and employment services.

Offender participation will last a minimum of three months (90 days) and no more than six months (180 days) during incarceration. Treatment and counseling services will be provided by grant staff office in the jail and who are Licensed Chemical Dependency Counselors or who have a license in Texas that allows chemical dependency counseling and/or Counselor Interns (who will be supervised). The Aftercare phase of the program will last a minimum of six months and a maximum of twelve months after release. Aftercare services will be provided by
Community resources and treatment providers. Aftercare planning will begin prior to release with plans formulated during the treatment process. The estimated number served by this grant will be 120 individuals per year.

**Performance Measures**
Follow-up on all participants released from the program will be done by the Community Resource Coordinator. Participants will be contacted at two, six, and twelve month intervals to assess current living situations and recovery status. The Jail and Chemical Dependency Treatment Program will determine success of the program by a reduction in a recidivism and re-arrest, and by continued participant recovery. Additional Performance Measures will be established as the grant application is further developed.

**Fiscal Impact**
The project period is for nine months beginning January 1, 2004 - September 30, 2004. Grantees have the opportunity for continuation funding at the end of the project award period. The maximum amount of a grant award from Criminal Justice Division is $250,000 with a required 25% cash match. The proposed grant request is for $217,961 with 25% cash match of $72,654. The total project costs $290,616. Total cash match required for the grant is $72,654.

The grant funding will be used to fund one Community Resource Coordinator position Grade CC, one LCDC position Grad EE, and four Counselor Interns (Grade AA). The total salaries and fringe benefits for the proposed positions are $245,615. Additional budget items include: professional services to cover groups $30,000, travel and training for $10,000 and supplies $5000.

Funding for the required cash match is not included in the FY2004 budget. This grant does not allow for indirect cost recovery.

**Recommendation**
The Office of Budget and Evaluation recommends that the Commissioners Court approve submission of the application for the first year of funding and authorizes the County Judge to sign all related documents. If the grant is awarded, a full briefing will be presented to Commissioners Court prior to acceptance of the grant.
DALLAS COUNTY
OFFICE OF BUDGET AND EVALUATION

October 8, 2003

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

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

SUBJECT: District Attorney’s Collaborative Domestic Violence Project B Grant

BACKGROUND INFORMATION:
The Collaborative Domestic Violence Project B is funded under the Victims of Crime Act (VOCA). It funds one part-time civil attorney and two full-time family violence caseworkers that are employees of Legal Aid of Northwest Texas, and one family violence assistant and one protective order clerk that are employees of the District Attorney's Office. The part-time civil attorney works at the office of the Legal Aid of Northwest Texas. The two full-time caseworkers work in the family violence courts in the Frank Crowley Courts building, but are carried as employees of the Legal Aid of Northwest Texas. All grant staff provide services to assist the victims of domestic violence in preparing and filing civil documents, and counseling on family violence issues and cases. The grant has no limit to the number of years it may be funded. The grant was funded at $123,716 in the current cycle with a cash match of $31,546 and an in-kind match of 12,000 was provided by the County in keeping with the grant requirements. The District Attorney’s Office is requesting the change of the two full-time caseworkers from Legal Aid of Northwest Texas employees to Dallas County grant employees.

OPERATIONAL IMPACT
There is no change in the operations of the family violence or of the work of these two positions. The positions are currently assigned on a full time (daily) basis to the family violence courts. The two full-time caseworkers will continue performing the same work. They would transfer from being employees of Legal Services of Northwest Texas to being grant employees of Dallas County.

FINANCIAL IMPACT
There is no cost to Dallas County under this plan. The grant currently funds the cost of these positions and would continue to do so. A reimbursement to Legal Aid of Northwest Texas for the two positions will no longer be necessary.
RECOMMENDATION:
The Office of Budget and Evaluation recommends the creation of the two positions. Also, the Office of Budget and Evaluation recommends that the necessary information be submitted to the Human Resources/Civil Service Department to review the positions for appropriate grade levels. The new positions should become effective November 1, 2003.
October 14, 2003

MISCELLANEOUS

1) DISTRICT COURTS ADMINISTRATION - requests approval for reduced cost parking authorized at the juror rate of $3 per day at the George L. Allen Sr. Courts Building Underground Parking Garage for Jennifer Parrot a law student who will be working pro bono in the 134th District Court from October 1, 2003 through May 31, 2004.

2) FACILITIES MANAGEMENT - requests approval:
   a) to replace the alternator of the Cook Chill emergency generator at the cost of $23,749. Funds are available in Fund 126 Permanent Improvement, FY 2004.
   b) for the Crystal Charity Ball to lease the Health & Human Services Department’s North and South parking lots on Saturday, December 6, 2003 from 6:00 p.m. to 2:00 a.m. for a $1 License Agreement Fee. The Crystal Charity Ball will be responsible for providing all the necessary releases, insurance and indemnification as well as for cordonning off the designated area and providing its own security and applicable traffic control. Recommended by Facilities Management.

3) HEALTH & HUMAN SERVICES DEPARTMENT - requests approval for payment of all operating expenses of the Senior Center Operations and Transportation programs, retroactive to October 1, 2003 and until final contracts are received from the Area Agency. The Department of Health & Human Services/Older Adult Services Program has been notified of FY’ 2004 grant awards from the Dallas Area Agency on Aging. These Title III awards fund a major portion of the Senior Center Operations and Transportation programs. The grant application and contract signature process is not complete pending further instructions from the DAAA.

4) COUNTY COURT AT LAW NO. 4 (Judge Bruce Woody) - request approval to use $2,500 of DDA funds to perform minor modifications to the current jury room/conference room. The modification will allow the Court Coordinator to move from her current location (downstairs behind the elevators) to a more secure and efficient office in closer proximity to the Court. Recommended by Office of Budget & Evaluation and Facilities Management.
5) **JUSTICE OF THE PEACE 4-1** - requests approval for modifications to the Justice Center Precinct 4-1 Grand Prairie location. The remodeling request includes two projects: 1) move the East wall of the Judges chambers West to increase the clerical work and storage areas; and 2) extend the public counter by turning the corner 90 degrees to allow more public access to pay fines and file cases. Judge Petty indicates that the modifications will improve the efficiency of the Courts and provide timely service to customers. The Facilities Management Department has provided an estimate of $5,750 for the requested modification. A 15% contingency amount has been included in the estimate. It is anticipated the contingency will cover any additional phone/data, electrical, minor painting, and after hours/weekend work. Funding is available in Permanent Improvement Fund, Minor Building Renovations. Recommended by the Office of Budget & Evaluation.

6) **COMMUNITY SUPERVISION & CORRECTIONS** - requests approval for Carter Blood Care to host another blood drive on Wednesday, October 29, 2003 from 9:00 a.m. to 4:00 p.m. - 9th Floor, Lobby Area of the Frank Crowley Courts Building. Carter Blood Care is requesting an extra blood drive due to the fact that the Frank Crowley Courts Building is an outstanding customer with a solid history of personnel that are willing to step up during times of need. Because of this commitment by Dallas County to the community blood supply, Carter Blood Care is requesting that Dallas County host this drive to help maintain an adequate blood supply.

**TRAVEL REQUESTS**

7) **PROBATE COURT NO. 1** - requests approval for Lela D. Pugh to attend the Texas Guardianship Association Conference and the Adult Protective Services Conference in San Antonio, Texas on November 3-5, 2003: $236.26 is available in Escrow Fund, Probate Court No. 1 Department, Education Fund, FY Budget 2003, (00532.4701.21667.2003), $236.27 is available in Escrow Fund, Probate Court No. 2 Department, Education Fund, FY Budget 2003, (00532.4702.21667.2003), and $236.27 is available in Escrow Fund, Probate Court No. 3 Department, Education Fund, FY Budget 2003, (00532.4703.21667.2003).

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

   a) M. Joyce Brown to attend the HUD Loss Mitigation Training in Oklahoma City, OK on October 21-23, 2003: $532 is available in Grant Fund, HLCC Department, Conference Training Account, FY Budget 2004, (00466.9088.02460.2004).
b) Jamie Fitchko to attend the FreddieMac Workshop “Financing Affordable Homeownership Programs” in Denver, CO on October 28-31, 2003: $610 is available in Grant Fund, HLCC Department, Office Supplies Account, FY Budget 2004, (00466.9088.02460.2004).

c) STD/HIV Clinic Staff and HIV Early Intervention Staff to attend the Annual Update on Sexually Transmitted Diseases in Dallas, Texas on October 31 through November 1, 2003: $560 (registration fees $40 per person) is available in Grant Fund, STD Trg.-CDC Department, Conference Training Account, FY Budget 2003, (00466.08900.02460.2003).

d) Thomas Reed to attend the Screen Sketch Meeting with Architier in Austin, Texas on November 5-7, 2003: $905 is available in Grant Fund, Ryan White Title-1 Department, Workshop Account, FY Budget 2003, (00466.65502.04210.2003).

**EXCEPTION TO TRAVEL REQUESTS**

 Unless specifically objected to, all items presented as exceptions are considered to be approved.

e) Karine Lancaster, David Buhner, Steven Wilson and Eunice Stanfield to attend the 2nd Local Health Authority Orientation held in conjunction with The Texas Medical Association Fall Summit 2003 in Austin, Texas on September 20, 2003: $535 is available in Grant Fund, OPHP Bioterorism Department, Conference Training Account, FY Budget 2004, (00466.08723.02460.2004).

f) Narcissa Bluit to attend the Section 8 HCV Rent Calculation and Eligibility-New Hire Training in Dallas, Texas on October 6-10, 2003: $1,475 is available in Grant Fund, Section Housing Department, Conference Training Account, FY Budget 2004, (00466.8001.2460.2004).

**MISCELLANEOUS EQUIPMENT**

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<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
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<tr>
<td>1022 Facilities Management</td>
<td>2 - Refrigerant Recovery Machine ($650)</td>
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<td>Within Budget</td>
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EXPENDITURE SOURCE: 00120 1022.02730.2004 (General Fund, Facilities Management Department, Small Tools, FY2004)

PROPOSED ACTION: The Facilities Management Department requests authorization to purchase two replacement refrigerant recovery machines. The two current machines have been returned by the vendor as irreparable. The machines are utilized by air conditioning technicians to remove refrigerants from AC condensing units to facilitate their repair. Funds are available in Facilities Management's small tools line item for this purchase. Recommended by the Office of Budget and Evaluation.

(2) DEPARTMENT: 1021 Engineering and Project Management
ITEMS:
2 - Computer Table
1 - Two Drawer File Cabinet
1 - Desk Chair

ESTIMATED COST: N/A (Surplus Equipment)
FUNDING SOURCE: N/A
EXPENDITURE SOURCE: N/A
PROPOSED ACTION: Engineering and Project Management requests to transfer from surplus two computer tables, one 2-drawer file cabinet and one desk chair to provide office furnishings for the two HLM on-site representatives for the George Allen Expansion project. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 1022 Facilities Management
ITEMS:
1 - Pager ($30)

ESTIMATED COST: $30
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1022.07214.2004 (General Fund, Facilities Management Department, Pagers, FY2004)
PROPOSED ACTION: Facilities Management requests authorization to purchase one replacement pager for one that an employee lost during the employee's normal work hours. Recommended by the Office of Budget and Evaluation.
(4) DEPARTMENT: 1070 County Auditor
ITEMS: 2 - four drawer file cabinets
6 - desk chairs w/ arms
8 - small chairs w/out arms
ESTIMATED COST: N/A (Surplus Equipment)
FUNDING SOURCE: N/A
EXPENDITURE SOURCE: N/A
PROPOSED ACTION: The County Auditor requests authorization to transfer the above listed surplus items to the Auditor's office for additional furniture in Accounts Payable and to replace damaged mismatched chairs in the Internal Audit and break room. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: 4240 330* Family District Court
ITEMS: Desktop Computer
ESTIMATED COST: $1,300
FUNDING SOURCE: FY2003 Major Technology Fund
EXPENDITURE SOURCE: FY2003 Major Technology Fund
PROPOSED ACTION: Judge Lewis of the 330* Family District Court has requested a replacement computer for her Court Coordinator. The current computer is unusable and there is not a replacement available in surplus. Funding is available in Replacement Equipment, Major Technology Fund from FY2003. Recommended by Data Services and Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

Truancy Court - requests:
M-0309025 to relocate several lines in the department that have been moved due to changes in the department. Installation: $165.00; no recurring cost. Recommended

D-0309021 to install a data-line cable in room 224 of the NDGC to provide Judge access to network. Installation: $58.75; no recurring cost. Recommended.

M-0309029 to install a new phone line in room 224 on the 2nd floor of the NDGC to relocate existing line. Installation: $43.40; no recurring cost. Recommended
Juvenile M-0309033 requests to install a single-line phone on the 1st floor of the Harry Hines facility room 1-4 to be used by school officer. Installation: $66.00; no recurring cost. Recommended.

J.P. Court Precinct 5-2 D-0309019 requests to install a new coaxial cable to replace the existing damaged one. Installation: $99.00; no recurring cost. Recommended.

UTMB —0309027 requests to relocate existing phone line to a new location due to changes in the office. Equipment: $38.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

Criminal Court Administrator D-0309015 requests to install a data-line cable on the 5th floor of the FCCB room A5 to provide access to network. Installation: $66.43; no recurring cost. Recommended.

Health & Human Services D-0309014 requests to install four data-line cables on the 1st floor to provide access to network for the TWICES project. Installation: $41.50; no recurring cost. Recommended.

Sheriff Cook Chill D-0309017 requests to install a data-line cable to provide access to network. Installation: $58.75; no recurring cost. Recommended.

Treasurer D-0309020 requests to install a data-line cable on the 3rd floor of the Records building to replace the existing damaged cable. Installation: $58.75; no recurring cost. Recommended.

Personnel Civil Services M-0309039 requests to install a single-line phone on the 1st floor of the Records building in room 101 to be used with a fax. Installation: $41.50; no recurring cost. Recommended.

County Clerk M-0309050 requests to relocate a multi-line phone on the 2nd floor of the Records building to a new location due to changes in the department. Installation: $41.50; no recurring cost. Recommended.

Criminal District Court #2 D-0309027 requests to install a data-line cable on the 7th floor to provide 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.
Pagers

Public Defender M-0308022 requests to provide a pager for three Attorneys that need to be contacted when out of office. Installation: $0.00; monthly recurring cost: $8.25. Recommended.

Pagers are funded by the requesting department unless otherwise indicated.