DALLAS COUNTY COMMISSIONERS COURT BRIEFING AGENDA

March 9, 2004

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

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Zachary S. Thompson, Director

DATE: March 9, 2004

SUBJECT: AMENDMENT TO TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2005, ATTACHMENT #02A, HANSEN'S DISEASE

BACKGROUND

An amendment to the Texas Department of Health (TDH) Contract #7560009056 2005, Attachment #02A, Hansen's Disease has been received from TDH. This Attachment is being amended by TDH to add funds to the categories of travel, supplies, and contractual. The term of this contract amendment is January 1, 2004 through December 31, 2004.

OPERATIONAL IMPACT

Attachment #02A, Hansen's Disease of the Texas Department of Health contract amendment will have no impact on operations.

FINANCIAL IMPACT

Attachment #02A, Hansen's Disease adds $270 to the category of travel, $223 to the category of supplies, and $11,701 to the category of contractual for patient lab testing with Lab Corp.

LEGAL IMPACT

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

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment of the Texas Department of Health Contract #7560009056 2005, Attachment #02A, Hansen’s Disease, and authorizes the County Judge to sign the document on behalf of Dallas County.

Recommended by: ____________________________
Zachary S. Thompson, 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. 02A: HANSEN'S DISEASE

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

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

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

**PERFORMING AGENCY:**
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ____________________________
(Signature of person authorized to sign)

______________________________
(Name and Title)

Date: __________________________

**RECOMMENDED:**

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

**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: 02-25-2004
## DETAILS OF ATTACHMENTS

<table>
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<tr>
<th>Att/ Amd No.</th>
<th>TDH Program ID/ TDH Purchase Order Number</th>
<th>Term</th>
<th>Financial Assistance</th>
<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.*
### Financial Assistance

<table>
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<tr>
<th>Object Class Categories</th>
<th>Current Approved Budget (A)</th>
<th>Change Requested (B)</th>
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**Detail on Indirect Cost**

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<tbody>
<tr>
<td>25.49</td>
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**Budget Justification:** Budget renegotiated to include medical supplies and contractual services.

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.
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Zachary S. Thompson, Director

DATE: March 9, 2004

SUBJECT: AMENDMENT TO TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2004, ATTACHMENT #16A, HIV - UNIQUE

BACKGROUND

An amendment to the Texas Department of Health (TDH) Contract #7560009056 2004, Attachment #16A, HIV - Unique has been received from TDH. This Attachment is being amended by TDH to add additional funding for the full 12 months. The term of this contract amendment is October 1, 2003 through September 30, 2004.

OPERATIONAL IMPACT

Attachment #16A, HIV - Unique of the Texas Department of Health contract amendment will have no impact on operations.

FISCAL IMPACT

Attachment #16A, HIV - Unique deletes $9,205 from contractual and adds $36,349 to other, which includes the temporary data entry person through All-Temps.

LEGAL IMPACT

The County Judge is required to sign the amendment after approval from the Commissioners Court.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the amendment of the Texas Department of Health Contract #7560009056 2004, Attachment #16A, HIV - Unique, and authorizes the County Judge to sign the document on behalf of Dallas County.

Recommended by:  Zachary S. Thompson, 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. 16A : HIV - UNIQUE

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

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

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

**PERFORMING AGENCY:**
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By:  
(Signature of person authorized to sign)

(Name and Title)

Date:   

**RECOMMENDED:**

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

**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:  02-27-2004
## DETAILS OF ATTACHMENTS

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<th>TDH Program ID/ TDH Purchase Order Number</th>
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TDH Document No. 7560009056 2004

Change No. 26

Totals $11,216,912.00 $ 0.00 $11,216,912.00

*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.
### REceiving Agency Program: Bureau of HIV and STD Prevention
### Performing Agency: Dallas County Health and Human Services Department
### Contract Term: 10/01/03 THRU 09/30/04
### Budget Period: 10/01/03 THRU 09/30/04
### TDH Doc. No. 7560009056 200416A
### CHG. 26

#### Revised Contract Budget

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<td>$27,144.00</td>
<td>$38,538.00</td>
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#### Performing Agency Share:

- **Program Income**: 0.00
- **Other Match**: 0.00

#### Receiving Agency Share:

- **$11,394.00**
- **$27,144.00**
- **$38,538.00**

#### Detail on Indirect Cost

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**Budget Justification**: Increase to add additional funding for full 12 months. Prior Attachment was for 12-month term with 3 months funding.

Financial status reports are due the 30th of January, 30th of April, 30th of July, and the 30th of December.
TO: THE HONORABLE COMMISSIONERS COURT  
FROM: ZACHARY S. THOMPSON, DIRECTOR  
DALLAS COUNTY HEALTH AND HUMAN SERVICES  
DATE: MARCH 9, 2004  
SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT FOR UNIT COST TECHNICAL ASSISTANCE CENTER

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White CARE Act Title II grant funds and State of Texas HIV Health and Social Services (State Services) grant funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White CARE Act Title II grant funds and State Services grant funds for the Dallas Health Services Delivery Area (HSDA), which includes Collin, Cooke, Dallas, Fannin, Grayson, Hunt, Kaufman, Navarro, and Rockwall counties. In FY 1999, the Dallas HSDA began implementing a unit cost reimbursement system for all recipients of DCHHS pass-through HIV/AIDS grant funds. In FY 2000, in recognition of the success that the Dallas HSDA had in implementing such a system, the Texas Department of Health (TDH) requested that DCHHS develop a Unit Cost Technical Assistance Center (TAC) to be utilized by all recipients of TDH Title II and State Services grant funds. The purpose of the Unit Cost TAC is to facilitate and accelerate standardized implementation of cost-based reimbursement for publicly funded HIV medical and psycho-social support services across the State of Texas. The objective of the Unit Cost TAC is to improve the cost-effectiveness of publicly funded HIV medical and psycho-social support services in Texas.

The specific functions of the Unit Cost TAC are as follows:

- Leverage and adapt the Unit Cost TAC process and tools developed for statewide usage in startup year;
- Design and develop innovative new implementation solutions and improve effectiveness of Unit Cost TAC implementation services through the evaluation, feedback, and continuous improvement of on-going technical assistance projects;
- Plan the scope and timing for delivery of services that will enable the Administrative Agency, Planning Assembly, and associated service providers in each area to proceed with a coordinated plan for implementation of unit cost;
- Conduct and administer a program of evaluation that addresses the unit cost projects conducted with Administrative Agencies, the Planning Assembly, and service providers, which will provide user feedback on effectiveness of assessment, training, consulting and recommendations for the AA on unit cost implementation actions;
- Travel to Administrative Agency sites to provide technical assistance, implementation services and consulting;
- Provide off-site technical assistance via telephone, fax, electronic mail, and other forms of communication;
- Facilitate joint meetings between TDH and Administrative Agencies on issues related to unit cost;
- Create an annual plan for Unit Cost TAC activities based on unit cost technical assistance needs in Texas;
- Prepare annual reports on unit cost reimbursement for HIV services, highlighting areas for improvement;
- Prepare conference presentations and papers on the success of implementing a state-wide unit cost reimbursement system for HIV services.
Fiscal Impact
The entire cost of the Unit Cost TAC, which includes one personnel position, fringe benefits, travel expenses, equipment, supplies, and other contractual and administrative costs, will be paid for through Ryan White Title II grant funds.

Operational Impact
The Unit Cost TAC will be centered at the Administrative Agency. DCHHS will have direct access to the Unit Cost TAC which will enhance the Administrative Agency’s ability to improve the cost-effectiveness of the Dallas HSDA’s HIV/AIDS grant funded services.

Legal Impact
The Commissioners Court must approve the attached contract with TDH, and the attached budget for expenditure of funds. The County Judge must be authorized to sign the contract on behalf of Dallas County.

Recommendation
It is recommended that Dallas County Commissioners Court does hereby approve TDH Contract #7560009056 2005, Change No. 05, Attachment #06, HIV - UNIQUE, in the amount of $99,008, and the attached budget for expenditure of funds, and authorize the County Judge to sign the contract with TDH on behalf of Dallas County.

RECOMMENDED BY: Zachary S. Thompson, Director

attachment
c: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
I PERSONNEL

<table>
<thead>
<tr>
<th>Unit Cost Consultant - Walter Weiss, Jr.</th>
<th>FTE</th>
<th>100%</th>
<th>$65,866</th>
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Manage the TDH Unit Cost Technical Assistance Center, operated administratively from Dallas County Health and Human Services. Develops and delivers consulting and TA to the Administrative Agencies, Planning Bodies and local service providers across the State of Texas.

II FRINGE BENEFITS

<table>
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<tr>
<td>Social Security</td>
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III TRAVEL

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<tr>
<td>A. Local travel @ .375/mile for 700 miles per year</td>
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<td>203</td>
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<tr>
<td>B. Conferences and Delivery of Technical Assistance (TA)</td>
<td></td>
<td>8,310</td>
<td></td>
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<tr>
<td>Travel for Consultant to attend National Grantee meeting in Washington, D.C.</td>
<td>1</td>
<td>trip</td>
<td>1,550</td>
</tr>
<tr>
<td>to enhance knowledge of Ryan White programs and policies and</td>
<td></td>
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</tr>
<tr>
<td>continuous improvement of Unit Cost TAC services.</td>
<td></td>
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</tr>
<tr>
<td>Ground transportation</td>
<td>4</td>
<td>days</td>
<td>10</td>
</tr>
<tr>
<td>Lodging</td>
<td>4</td>
<td>nights</td>
<td>115</td>
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<tr>
<td>Per Diem</td>
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<td>Air Fare - round trip</td>
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<td>530</td>
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<tr>
<td>Ground transportation</td>
<td>400</td>
<td>miles</td>
<td>.375</td>
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<tr>
<td>Lodging</td>
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<td>nights</td>
<td>80</td>
</tr>
<tr>
<td>Per Diem</td>
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<td>days</td>
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<td>Travel for Consultant to attend HIV/STD Conference in Austin, TX.</td>
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<td>miles</td>
<td>.375</td>
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<tr>
<td>Lodging</td>
<td>3</td>
<td>nights</td>
<td>80</td>
</tr>
<tr>
<td>Per Diem</td>
<td>4</td>
<td>days</td>
<td>35</td>
</tr>
<tr>
<td>Travel for Consultant to deliver TA at sites in driving distance from</td>
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<td>trips</td>
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<td>Dallas County HHS.</td>
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<td>Ground transportation</td>
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<td>nights</td>
<td>80</td>
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<td>Per Diem</td>
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<td>days</td>
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<tr>
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IV EQUIPMENT

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V SUPPLIES

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General consumable office supplies for TAC personnel.

VI CONTRACTUAL

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<td>Carol Maytom - Unit Cost Consultant</td>
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<tr>
<td>Consultant to provide consulting support and improve reference materials</td>
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<tr>
<td>used to assist TAC in delivery of TA.</td>
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BUDGET JUSTIFICATION
DALLAS COUNTY HEALTH AND HUMAN SERVICES
FY 2004-2005 RW TITLE II - Unit Cost Technical Assistance Center

VII OTHER

A. Telephone: local and long distance, and internet access time. All means necessary to communicate with TDH Administrative Agencies and Service Providers regarding cost-based reimbursement.

B. Copier rental and printing charges for projects related activities.

C. Postage for projects related materials.

D. Office equipment maintenance.

E. Renewal of membership in Healthcare Financial Management Association

F. Further development of a TAC website with links to process materials and tools for Administrative Agencies across Texas.

VIII TOTAL DIRECT COSTS

IX INDIRECT COSTS

HIV Grants Management’s share on all allowable Dallas County cost using The Dallas County Certified Indirect Cost Rate ( $65,986 x 30.71% = $20,264).

X TOTAL BUDGET

$ 98,007
The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

<table>
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<th>SUMMARY OF TRANSACTION:</th>
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<tr>
<td>ATT NO. 06 : HIV - UNIQUE</td>
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All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

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

**PERFORMING AGENCY:**

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: __________________________
(Signature of person authorized to sign)

(Name and Title)

Date: _________________________

RECOMMENDED:

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

**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: 01-30-2004

SC PCSD - Rev 2/03
### DETAILS OF ATTACHMENTS

<table>
<thead>
<tr>
<th>Att/Amd No.</th>
<th>TDH Progr. ID/ TDH 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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</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.**
SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide implementation services, technical assistance and consulting for the implementation of cost-based reimbursement for human immunodeficiency virus (HIV) services under Ryan White Title II and State services contracts for RECEIVING AGENCY Program by operating a Unit Cost Technical Assistance Center (UC TAC) for delivering services statewide to achieve RECEIVING AGENCY goal of operating in unit cost for the purposes of planning, including prioritization and allocation, and evaluation of services no later than April 1, 2005.

PERFORMING AGENCY shall perform the following activities:

- Develop and adapt the UC TAC process and tools developed in FY02 and FY03 contracting terms, design and develop innovative new implementation solutions, and improve effectiveness of UC TAC implementation services through the evaluation, feedback and continuous improvement of on-going technical assistance (TA) projects;
- Coordinate, proactively, with RECEIVING AGENCY Program’s Ryan White Title II Administrative Agencies (AAs), to plan the scope and timing for startup and delivery of services that will enable the AAs, Planning Assemblies and associated service providers to proceed with a coordinated plan of action to achieve implementation of unit cost;
- Develop and deliver education and consultation programs with the intent to broaden the knowledge and ability of statewide HIV Services personnel in the process, progress and results with unit cost for attendees at RECEIVING AGENCY Program’s sponsored HIV Services meetings and/or conferences;
- Conduct and administer a program of evaluation addressing the unit cost projects conducted with the AAs, the Planning Assemblies, and service providers, utilizing tools tailored to the specific implementation activity, which shall provide user feedback on effectiveness of assessment, training, consulting and recommendations for the AAs on unit cost implementation actions;
- In coordination with RECEIVING AGENCY’S Information Technology Services’ web manager, develop requirements, review design, monitor milestones on development of a web-based UC TAC unit cost implementation model and solution.
conduct model office testing of production site, sign off user acceptance and go live in coordination with RECEIVING AGENCY and statewide Ryan White Title II agencies;

- Attend 2004 National Grantee conference in Washington D.C. to learn more about Ryan White Title II programs and policies, trends and future enhancements in order to gain ideas that can be adapted as innovative changes for improving UC TAC effectiveness;
- Attend 2004 Ryan White Title II meeting in Austin, Texas to learn about issues and changes regarding Ryan White Title II programs in the State of Texas. PERFORMING AGENCY shall present an update on services, progress and lessons learned from unit cost reimbursement engagements with Title II organizations;
- Attend 2004 HIV/STD Conference in Austin, Texas to present an update on implementation approach, progress and results for achieving unit cost implementation for RECEIVING AGENCY Program's Ryan White Title II and State Services HIV programs;
- Provide off-site technical assistance to RECEIVING AGENCY Program staff, Regional HIV/STD Coordinators, and AAs on unit cost-based issues via telephone, fax, and electronic mail communications;
- Utilize ground transportation for travel within the local area of PERFORMING AGENCY’S physical location and air transportation as approved by RECEIVING AGENCY Program for travel to more distant areas of the State of Texas to: 1) respond to requests from AAs, and 2) conduct the assessment, education and implementation services for achieving successful implementation of unit cost;
- Subcontract with independent, qualified Health Resources and Services Administration (HRSA) contractor for consulting services on tool updates, collaboration on new and unique education/training scenarios and practical exercises, review of cost allocation worksheets from providers, as needed, and as a resource for on-call assistance; and
- Monitor and review updates, policy changes and program requirements utilizing the Health Resources and Services Administration (HRSA) and RECEIVING AGENCY’S web sites and related resources to determine impact on unit cost reimbursement.

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.

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

PERFORMING AGENCY shall provide RECEIVING AGENCY Program a project report with a summary of each AA unit cost implementation engagement, including the outcome in terms of the technical assistance plan recommended to the local AA for implementation, the identification of issues requiring further assistance by UC TAC or RECEIVING AGENCY Program, and any recommendations for RECEIVING AGENCY Program regarding unit cost reimbursement policies or procedures due no later than March 31, 2005.

PERFORMING AGENCY shall provide a quarterly activity report in a format approved by PERFORMING AGENCY and RECEIVING AGENCY Program due on the 10th calendar day of July 2004, October 2004, January 2005, and April 2005. The report shall include technical assistance engagements, Tool Update releases, evaluation trends, and recommendation for actions applicable to RECEIVING AGENCY Program.

PERFORMING AGENCY shall provide RECEIVING AGENCY Program with implementation services, technical assistance, and consulting on unit cost reimbursement to at least six (6) AAs contingent upon agreement from the hosting AA.

PERFORMING AGENCY shall provide RECEIVING AGENCY Program, as a prerequisite to web site implementation, the specifications document for review and model office for evaluation of a web-based solution for supporting the UC TAC implementation services.

PERFORMING AGENCY shall assist RECEIVING AGENCY Program in facilitating education/training workshops for RECEIVING AGENCY Program and Regional staff, to enhance their knowledge and skills in unit cost reimbursement services and implementation solutions.

PERFORMING AGENCY shall assist RECEIVING AGENCY Program with a workshop to enhance participants' knowledge of unit cost implementation to be presented at the Texas Ryan White Meeting in Austin, Texas on a date to be scheduled by RECEIVING AGENCY Program.

PERFORMING AGENCY shall assist RECEIVING AGENCY Program with a workshop to enhance participants' knowledge of unit cost implementation to be presented at the Texas HIV/STD Conference in Austin, Texas on a date to be scheduled by RECEIVING AGENCY Program.

SECTION II. SPECIAL PROVISION:

General Provisions, Assurances Article, is revised to include the following:
PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

RECEIVING AGENCY Program will supply PERFORMING AGENCY with the most current version of the document entitled "Content of AIDS-Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs." PERFORMING AGENCY has provided RECEIVING AGENCY Program with written acknowledgment of receipt and assurance of compliance with these guidelines. All of the above-referenced documents are incorporated herein and made a part of this contract Attachment.

General Provisions, Records Retention Article, is revised to include the following:

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

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<th>Category</th>
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<tr>
<td>OTHER</td>
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**TOTAL DIRECT CHARGES** $97,834.00

**INDIRECT CHARGES** $1,174.00

**TOTAL** $99,008.00

Total reimbursements will not exceed $99,008.00.

Financial status reports are due the 30th of July, 30th of October, 30th of January, and the 30th of June.

The negotiated indirect cost amount shown above is less than the maximum allowed by UGMS. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.
TDH DOCUMENTS

PLEASE SIGN AND RETURN THIS SET OF CONTRACT DOCUMENTS AND ANY ATTACHED FORMS
January 29, 2004

Dear MR. THOMPSON:

Enclosed are two copies of the above referenced contract, signed by Texas Department of Health (TDH). Please review the contract/Attachment(s), sign both copies and return one copy to this division as soon as possible. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without TDH written concurrence.

The provisions of this contract require submittal of quarterly financial reports no later than 30 days after the end of the first three quarters and a final report no later than 90 days after the end of the contract term. Attached are preprinted Financial Status Reports (FSR 269a) for the entire term of your contract. Please forward the FSR forms to the person in your agency responsible for completion of financial reports. If this is a contract amendment, FSRs are provided only for the remaining term of the contract. These reports are required regardless of whether or not expenses are incurred.

TDH will not pay requests for reimbursements submitted/postmarked more than 90 days after the end of the contract term. Additional information regarding this policy is available on the TDH website at http://www.tdh.state.tx.us.

PLEASE NOTE: Return one copy of the contract to the Texas Department of Health, Procurement and Contracting Services Division, 1100 W. 49th St., Austin, TX 78756-3199, Attention: Contract Development Section. Contracts returned to any other addressee may result in contract delays.

Please reference the document and attachment numbers in all future correspondence. If you have questions, please contact Tess Peterson at tess.peterson@tdh.state.tx.us or 512 458-7470.

Sincerely,

Bob Burnett, Director
Procurement and Contracting Services Division

An Equal Employment Opportunity Employer
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Zachary Thompson, Director
Health and Human Services Department

DATE: March 9, 2004

SUBJECT: RATIONALE FOR SAME DATE BRIEFING AND COURT ORDER

The Texas Department of Health usually submits contract amendment to Dallas County Health and Human Services (DCHHS) after the effective date of the contract. Therefore, DCHHS is requesting that the attached item is considered on both the formal and briefing agenda for Tuesday, March 9, 2004.

ZT:djb
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Zachary Thompson, Director

DATE: March 9, 2004

SUBJECT: AMENDMENT TO THE TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2004, ATTACHMENT #05C, HIV SURVEILLANCE

(Same day Briefing and Court Order)

BACKGROUND

An amendment to Texas Department of Health (TDH) Contract #7560009056 2004, Attachment #05C, (HIV Surveillance) has been received from TDH. This Attachment is being amended by TDH to add funds to the categories of equipment, supplies and other. The term of this contract amendment is January 1, 2003 through March 31, 2004.

OPERATIONAL IMPACT

There is no impact on operations to Dallas County for this contract.

FINANCIAL IMPACT

Attachment #05C (HIV Surveillance) adds $70,735 to the category of equipment in order to purchase seventeen (17) Dell desktop computers, eighteen (18) Dell laptop computers, two (2) Hewlett Packard LaserJet printers, one (1) Fellowes Powershred 480C Shredder, and one (1) Dell PowerEdge 1750 Server, $3,555 to the category of supplies and $900 to the category of other.

LEGAL IMPACT

The County Judge is required to sign the amendment after approval by the Commissioners Court.
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 #05C, HIV Surveillance, and authorizes the County Judge to sign the document on behalf of Dallas County.

Recommended by: [Signature]
Zachary S. Thompson, Director

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
John Hennessey, MIS Director
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. 05C : HIV - SURVEILLANCE

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

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

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

PERFORMING AGENCY:
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ____________________________
(Signature of person authorized to sign)

(Name and Title)

Date: ____________________________

RECOMMENDED:

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

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: __/3/04
## Details of Attachments

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<th>Att/ Amd No.</th>
<th>TDH Program ID/ TDH Purchase Order Number</th>
<th>Term</th>
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<th>Total Amount (TDH Share)</th>
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<td>03/31/04</td>
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<td>10A</td>
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<td>09/01/03</td>
<td>08/31/04</td>
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<td>13</td>
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<td>15A</td>
<td>HIV/HEP</td>
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<td>16A</td>
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<td>09/30/04</td>
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<td>OPHP/LPHS</td>
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<td>10/01/03</td>
<td>09/30/04</td>
<td>93.566 93.576</td>
<td>289,242.00</td>
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**TDH Document No. 7560009056 2004**

Totals: $11,292,102.00 $ 0.00 $11,292,102.00

*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.*

---

Cover Page 2
It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7560009056 2004 -05B as written below. All other conditions not hereby amended are to remain in full force and effect.

SECTION I. SCOPE OF WORK, paragraph 8, is revised to add the following item:

6. INCIDENCE SURVEILLANCE

   a) PERFORMING AGENCY shall develop an infrastructure to conduct Incidence Surveillance in cooperation with the University of Texas Southwestern Medical Center at Dallas.
# Texas Department of Health

## 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>$180,545.00</td>
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<td>Travel</td>
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<td>Equipment*</td>
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<tr>
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<td>Contractual</td>
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<td>Other</td>
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<td><strong>Total Direct Charges</strong></td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$75,190.00</strong></td>
<td><strong>$401,361.00</strong></td>
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<td><strong>Performing Agency Share:</strong></td>
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</tr>
<tr>
<td>Program Income</td>
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<td>0.00</td>
</tr>
<tr>
<td>Other Match</td>
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<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Receiving Agency Share:</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>$326,171.00</strong></td>
<td><strong>$75,190.00</strong></td>
<td><strong>$401,361.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Performing Agency Share:</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Detail on Indirect Cost

| Rate  | 28.34 | Base   | $180,545.00 | Total | $51,167.00 |

Budget Justification: Increase in funding due to additional expectations in the scope of work.

---

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

* Equipment list attached.

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.
## Equipment List

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>No. of Units</th>
<th>Unit Cost</th>
<th>Extension</th>
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<tbody>
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<td>Dell Pentium 4 Processor; 2.8Ghz, 533FSB, 512K Cache, Intel Gigabit N1, OptiX</td>
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<td>1,323.34</td>
<td>$15,880.08</td>
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<td></td>
<td>Flex GX270 Small MiniTower; 512MB DDR Non-ECC SDRAM, 400MHz; Dell PS/2 Keyb</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ord; Dell 17&quot; M782 flat CRT color monitor; Integrated DVM/T Video; 40GB EIDE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7200RPM; Microsoft Windows XP Professional, SP1 with Media and FAT32; Dell</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PS/2 2-Button Mouse; Integrated Intel Gigabit 10/100/1000 with Alert Stan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>dards Format; Dell V.92 PCI Data/Fax Controllerless Modem; 48X/32X/48X CD</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>RW; Integrated Sound Blaster Compatible; Internal Dell Business Audio Sp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>eaker; 3 Year Limited Warranty plus 3 Year NBD On-Site Service; Mouse Pad</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>; MS Office; Surge Protector; Shipping</td>
<td></td>
<td></td>
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</tr>
<tr>
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<td>Dell Intel Pentium 4 Processor; 2.80GHz, 512K/533MHz FSB, Gigabit N1, Opti</td>
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</tr>
<tr>
<td></td>
<td>ord; Dell 17&quot; M782 flat CRT color monitor; 40GB EIDE 7200RPM; Microsoft W</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>indows XP Professional, SP1 with Media and FAT32; Dell PS/2 2-Button Mouse</td>
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<tr>
<td></td>
<td>; Integrated Intel Gigabit 10/100/1000 with Alert Standards Format; Dell V.</td>
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</tr>
<tr>
<td></td>
<td>92 PCI Data/Fax Controllerless Modem; 48X/32X/48X CD-RW; Integrated Sound B</td>
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</tr>
<tr>
<td></td>
<td>laster Compatible; Internal Dell Business Audio Speaker; 3 Year Limited Wa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>rantine plus 3 Year NBD On-Site Service; Mouse Pad; MS Office; Surge Prot</td>
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<td></td>
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<td>ecutor; Shipping</td>
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<td></td>
<td>; Classic Nylon Carrying Case; 3 Year Limited Warranty plus 3 Year NBD On-</td>
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<td>Site Service and CompleteCare; MS Office; Shipping</td>
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<td>One-year limited warranty; Part # Q2426A</td>
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<td>005</td>
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<td>23 1/2&quot;w x 18 1/2&quot;d; 150 lbs; 2.1 HP thermally protected motor; Extra</td>
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<td></td>
<td>Wide 16&quot; paper entry and built in paper tray; one-piece hardened steel cutt</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ing cylinders; shipping</td>
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<td></td>
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<td>Battery Backed Cache, 2 Internal CH-Embedded Raid Hard Drive Controller; 1.4</td>
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<td>4MB Diskette Drive; Windows Server 2003 Standard Edition with 3 Client Lic</td>
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<td>enses; Ocotel PS2 System Mouse; Dual Onboard NICs for 333MHz Front Side Bus</td>
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<td>; CD Read Write, DVD, 2X Internal Drive; 73GB, 10K RPM, 1&quot; (Ultra 320) SCI</td>
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<td>SI Hot Plug 2nd Hard Drive; On-Board RAID 5, 3 drives connected to on-</td>
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<tr>
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<td>board RAID; 3 Year BRONZE Support, Next Business Day Onsite;</td>
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<tr>
<td>Redundant Power Supply with Y-cord; 73GB, 10K RPM, 1&quot; (Ultra 320) SCSI</td>
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<tr>
<td>Hot Plug 3rd Hard Drive</td>
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<td><strong>TOTALS</strong></td>
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<td><strong>$ 70,735.00</strong></td>
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</tbody>
</table>

Items may be brand name, if specified, or equivalent.
OFFICE OF THE DIRECTOR
March 2, 2004

TO: Commissioners Court

THROUGH: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner

FROM: Cathy Causey Self, Forensic Coordinator

SUBJECT: National Institute of Justice Grant: No Suspect Casework DNA Backlog Reduction Program, Second Year Interlocal Cooperation Contract

Background

In September, 2001, the Commissioners Court approved Institute participation in a Texas Department of Public Safety (DPS) consortium grant application to the National Institute of Justice (NIJ). In October 2002, the Court approved an Interlocal Cooperation Contract with the Texas Department of Public Safety (DPS). The agreement enabled the participation of the Criminal Investigation Laboratory - Forensic Biology Unit in a National Institute of Justice (NIJ) grant project that provides funding for DNA analysis of biological evidence in criminal cases with no identified suspect ("no suspect cases").

DPS has been notified that a second year of grant funding has been awarded by the NIJ, and has prepared new Interlocal Cooperation Contracts for execution by local participating jurisdictions (see Attachment A).

The purpose of this briefing is to review the major conditions of Institute participation in the Texas No Suspect Casework Backlog Reduction Program and to request Court approval of the second year interlocal agreement with DPS.

Program Summary

The second year grant work plan contemplates that the Forensic Biology Unit will generate 400 STR profiles from evidence in no suspect casework. During the first year of the program, approximately 220 eligible cases (NIJ establishes eligibility requirements) have been submitted by participating law enforcement agencies. All sample processing and analysis are performed in-house. Two contract scientists perform DNA processing (extraction, quantitation, amplification, and profile generation) exclusively on no suspect casework. Regular staff analysts train the contract scientists and perform any necessary serology testing, analysis and interpretation of STR data, and CODIS entry of DNA profiles. The evidence profiled includes victim and exclusionary standards, and probative evidence samples.
**Operational Impact**

The potential benefits of this initiative include a reduction in the number of untested no suspect case specimens and realizing benefits from additional CODIS entries – specifically, the resolution of currently unsolved crimes.

Although the grant provides new resources to address the no suspect cases, some diversion of existing resources is required to fulfill program objectives. Therefore, we consulted with several of our primary users (e.g., Dallas Police Department, Dallas County District Attorney) to discuss the impact of the proposed grant project on current operations and to assist us with weighing work priorities. Both organizations are supportive of the initiative and are participating in the project, along with an estimated 15 other agencies.

**Fiscal Issues**

The NIJ rules state that indirect and administrative costs are unallowable under this program. There is no County Match, and grant-funded contract staff work at existing bench spaces in the laboratory. Based on the stated desire that this initiative provide a means of testing no suspect cases at no direct cost to investigating agencies, we do not bill agencies for work funded by the grant project (i.e., no suspect case specimen processing) for the term of the grant. However, the second year of grant funding includes a $97,600 allocation that will enable the Forensic Biology Unit to recover costs associated with the analysis and interpretation of STR profiles generated as part of the project.

The second year project budget is summarized below:

| Supplies (STR kits, reagents, etc.) | 138,800 |
| Professional Services (2 contract scientists) | 83,000 |
| Other | |
| Evidence shipping | 3,000 |
| Equipment maintenance/repair | 20,000 |
| In-house technical/analytical services | 97,600 |
| **Total** | **$ 342,400** |

Grant operating expenditures are reimbursed on a monthly basis by the State. Reimbursements are processed by DPS within 10 days of receipt.

**Project Schedule**

The term of the proposed contract is September 1, 2003 through August 31, 2004. Because the term of the first year contract recently was extended through April 30, 2004, we anticipate receiving a revised agreement from DPS amending the project term for the second year contract.
Legal Issues

The Interlocal Cooperation Contract and attachments are the same as those previously approved by the Court with the exception of the contract dates and the revised funding amount. The new agreement has been submitted to the District Attorney Civil Section for review.

Recommendation

The Institute of Forensic Sciences recommends that the Commissioners Court approve the Interlocal Cooperation Contract with the Texas Department of Public Safety for participation in the second year of the Texas *No Suspect Casework Backlog Reduction Program* and that the County Judge be authorized to sign the contract and related grant documents on behalf of Dallas County.

xc: Virginia Porter, County Auditor  
    Robert Schell, Chief, District Attorney Civil Section  
    Bob Poole, Chief, Physical Evidence  
    Tim Sliter, Ph.D., Forensic Biology Supervisor  
    Monica Watkins, Office of Budget & Evaluation
Dr. Timothy Sliter
Southwestern Institute of Forensic Sciences
Criminal Investigation Laboratory
5230 Medical Center Dr.
Dallas, TX 78572

Dear Dr. Sliter:

In reference to the NIJ no-suspect forensic DNA backlog reduction grant for the second year project, enclosed are two copies of the Interlocal Cooperation Contract. These replace the earlier version which had an error on it. Please have the appropriate person(s) there sign and return one of these copies, and retain the second for your agency.

Thank you.

Yours truly,

D. Pat Johnson
Manager of Field Crime Laboratories
INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS
COUNTY OF TRAVIS

I. CONTRACTING PARTIES

THIS CONTRACT is entered into by and between the Texas Department of Public Safety ("RECEIVING AGENCY"), and the Southwestern Institute of Forensic Sciences of Dallas County ("PERFORMING AGENCY"), shown below as Contracting Parties, pursuant to the authority granted by and in compliance with the provisions of the INTERLOCAL COOPERATION ACT, Tex. Gov't Code Ann. §§ 791.001 et seq. (Vernon 1994 & Supp. 2001) and Tex. Gov't Code Ann. 411.006 and 411.144 et seq.

II. DEFINITIONS

A. In-house: any portion of processing and/or DNA analysis of cases/samples that occurs within the applicant’s State by a State or local agency.

B. Outsourcing: any processing and/or DNA analysis that takes place by an accredited or certified State or local laboratory outside of the applicant’s State as a contractual agreement between the applicant and the other public laboratory, or by a certified or accredited private vendor laboratory.

C. DNA analysis: the generation of a DNA profile in accordance with the NDIS Standards for Acceptance of DNA Data using the 13 CODIS core STR loci – FGA, vWA, D3S1358, CSF1PO, TPOX, TH01, D18S51, D21S11, D8S1179, D7S820, D13S317, D5S818, and D16S539.

III. PURPOSE

The purpose of this Contract is to set out the terms and conditions under which the PERFORMING AGENCY will assist the RECEIVING AGENCY in administering the RECEIVING AGENCY’S No Suspect Casework DNA Backlog Reduction Program FY 2003. The No Suspect Casework Backlog Reduction Program is a grant program administered by the U. S. Department of Justice, National Institute of Justice. The grant program provides funds to the state government agency, having oversight of the State’s CODIS DNA database, to pass through to state and local CODIS crime laboratories who requested participation in the consortium grant application. The grant program is explained in the NIJ solicitation of May 2002.

IV. DURATION

This Contract commences on September 1, 2003, and terminates on August 31, 2004.
V. AGREEMENT

NOW THEREFORE, PERFORMING AGENCY and RECEIVING AGENCY, in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

A. PERFORMING AGENCY and RECEIVING AGENCY agree to abide by all federal and state laws and regulations.

B. RECEIVING AGENCY agrees to:
   1. reimburse PERFORMING AGENCY up to the amounts specified in approved budget, (Attachment A) up to a total of $342,400.
   2. notify PERFORMING AGENCY in writing if reimbursement under this Contract will be delayed as the result of circumstances beyond the control of RECEIVING AGENCY.
   3. the extent it is reasonably practicable for the RECEIVING AGENCY and to the extent the RECEIVING AGENCY has available personnel, cooperate fully with PERFORMING AGENCY in any matter related to the purpose of this Contract.

C. PERFORMING AGENCY agrees to:
   1. identify No Suspect DNA cases that qualify for forensic testing under the National Institute of Justice solicitation for No Suspect Casework DNA Backlog Reduction Program (FY 2003).
   2. screen the samples in these cases for biological evidence.
   3. perform either in-house, or by outsourcing, the DNA analysis of the samples from 400 cases. All analysis is to be according to established procedures following the Quality Assurance Standards for Forensic DNA Testing Laboratories set by the Director of the Federal Bureau of Investigation (FBI).
   4. upload DNA profiles from these case samples into the CODIS database at the SDIS (state) level.
   5. when notified of a CODIS hit at either the state or national level, contact the submitting law enforcement agency with the hit information.
   6. provide on a monthly basis a report to RECEIVING AGENCY on project activity using Attachment B.
   7. submit to RECEIVING AGENCY for reimbursement, by the 15th day of each month, copies of all invoices paid.
   8. provide to RECEIVING AGENCY either ASCLD-LAB accreditation or NFSTC certification documents from any private vendor laboratory with which PERFORMING AGENCY contracts for outsourse DNA analysis.
   9. cooperate fully with RECEIVING AGENCY in any matter related to the purpose of this Contract.
VI. PAYMENT

A. RECEIVING AGENCY shall pay for actual allowable expenses not to exceed amounts identified in Attachment A. and submitted on reimbursement request form Attachment C.

B. PERFORMING AGENCY shall bill for the previous thirty (30) days expenses not to exceed the actual amount of invoices that must be attached to reimbursement request.

C. RECEIVING AGENCY shall make good faith effort to process all reimbursement requests received by the fifteenth of each month within ten (10) working days from date of receipt.

D. All reimbursement requests should be submitted to:

Texas Department of Public Safety
Pat Johnson
Manager, Field Crime Laboratories
P.O. Box 4143
Austin, Texas 78765-4143

E. RECEIVING AGENCY shall not be liable to the PERFORMING AGENCY for reimbursements incurred by the PERFORMING AGENCY prior to the date that the PERFORMING AGENCY executes this contract or after the termination of this contract. RECEIVING AGENCY shall not be liable for any reimbursements that are submitted by PERFORMING AGENCY if NIJ discontinues funding for the program or disallows reimbursements for any reason.

VII. TERMINATION

This contract may be terminated by any of the following conditions:

1. By mutual agreement and assent of both Contracting Parties if in writing and signed by both Contracting Parties.

2. By either party upon service of written notice of termination upon the other party no later then thirty (30) days prior to the date of termination.

3. By expiration of this Contract under its own terms.
VIII. AMENDMENTS

Unless otherwise specified, this Contract may be amended only by written instrument executed by both Contracting Parties.

IX. ASSURANCES

PERFORMING AGENCY agrees to comply with all standard assurances and special conditions as identified in Attachment D of this contract.

X. LIABILITY

Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage result from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

WHEREFORE, the undersigned parties do hereby bind themselves by the signatures of the parties’ designated representatives to the faithful performance of this contract. This contract is executed in multiple copies, each of which is considered a duplicate original.

Dallas County

By: ________________________________
Name

Title: ________________________________

Date: ________________________________

Texas Department of Public Safety

By: ________________________________
Name: Thomas A. Davis, Jr.

Title: Director

Date: 2004
Southwestern Institute of Forensic Sciences

Approved Budget - Attachment A

A. Personnel $ 0

B. Fringe Benefits $ 0

C. Travel $ 0

D. Equipment: $ 0

E. Supplies

   Profiler Plus and Cofiler Kits 30 @ $3,400/ea  $ 102,000
   Quantiblot kits 34 @ $200/ea  6,800
   DNA extraction supplies 10,000
   DNA amplification supplies 5,000
   AB I310 supplies/reagents 15,000

   Total supplies: $138,800

F. Construction $ 0

G. Consultants/Contracts
   Contract forensic scientists: two @ $41,500 $ 83,000

H. Other Costs:
   Shipping evidence  $ 3,000
   Equipment maintenance/repair  20,000
   In-house technical/analytical services 97,600

   Total other costs: $120,600

I. Indirect Costs: $ 0

TOTAL PROJECT: $ 342,400
Attachment B

No Suspect DNA Casework Log

Crime Lab Location: ____________________________

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(Use this form or provide this information in an equivalent format).
No Suspect Casework DNA Backlog Reduction Program

Agency Name: ____________________________

Contract Number: ________________________

Billing Period: __________________________
Billing Date: ____________________________

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Totals $ _______________ $ ________________________ $ ________________________

Total Amount Requested: $ _______________
Date: March 3, 2004

To: Dallas County Commissioners Court

From: Mike Griffiths, Juvenile Services Director

Re: Contract for operation of Foster Care Home

BACKGROUND
The Juvenile Department's Letot Center manages foster homes for placement of court adjudicated children and non-adjudicated children receiving services from Letot Center. These homes serve as an alternative to institutional care for children whose delinquent history is neither lengthy nor severe and for children needing more time to resolve family issues before returning home.

During FY '98 the Texas Juvenile Probation Commission (TJPC) issued guidelines for foster homes managed by Juvenile Probation Departments, which we have since followed. In May 2000, our Foster Care Program was officially certified under Title IV-E, and TJPC audits the program's administrative records and the foster homes annually to ensure compliance with relevant standards. The most recent inspection by TJPC in August 2003 revealed full compliance.

Also since FY'98 the Department has enacted renewable contracts, current ones will be due for renewal in FY'05. In September 2003 six existing foster homes renewed their contracts plus we initiated contracts with two new homes. The new homes were not utilized due to their inability to phase out their existing CPS clients and to comply with recent contractual changes required by Commissioners Court and the District Attorney's office, which require all residential providers to carry workers' compensation coverage on any paid staff. This requirement is cost prohibitive for some contractors.

The purpose of this briefing is to secure Commissioners Court approval to contract with Raymond and Amanda Roberson to operate a foster home. The Juvenile Board was briefed on Tuesday, March 2, 2004 and approved the Department's recommendation for the certification of the new foster home. As former foster parents for Safy, a TYC therapeutic facility, the Roberson's have experience working with youth involved in the juvenile justice system. They have served youth with histories of sex offenses, conduct disorders, attention deficit/hyperactivity disorder, abuse issues, developmental delays, drug dependency and other emotional disturbances.
The Roberson’s will provide care for male teens transitioning out of Youth Village and residential treatment facilities who are in need of preparation for independent living. Because they also have experience parenting female teens, they may accept female placements when the male slots are not filled. They will provide Moderate Care at a rate of $45.00 per day. The Roberson’s currently meet contractual obligations and foster home standards, and they will not utilize employees for the youth in their care.

LEVEL OF CARE SYSTEM
In August of 2003, the Texas Department of Protective and Regulatory Services (PRS) Board adopted a new classification system for Levels of Care (LOC) that categorizes the intensity of services provided to youth. This change became effective September 1, 2003. The new service level definitions suggest that our youth are at the Moderate Service Level. Staff have determined that all new and existing Foster Homes can provide Moderate Care. The PRS new classification system for levels of care will be applied to the new Foster Home Residential contract.

OPERATIONAL IMPACT
The availability of seven foster homes will increase placement capacity from 23 to 27, and provide options for placing Moderate level children in a home-like environment. The new foster homes will also provide respite care for other foster families. Foster care placements have been an effective resource for children who have a less severe delinquent history, are nonviolent, and can attend public schools. The goal is to provide educational, therapeutic and support services necessary to stabilize these youth while working with their parents/guardians in hopes of later returning them and maintaining them in their home environment. Evaluation of these programs will focus on adherence to contractual obligations and TJPC Guidelines for foster homes, length of stay, successful program completion, recidivism rates, and provision of aftercare services.

LEGAL IMPACT
The Juvenile Department staff are preparing the contract with the new foster home. The District Attorneys Office, reviewed the contract in August of 2003 and approved it as to form and content. We will forward the signed contract to Bob Schell for his review.

The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on all contracts. This Residential contract with the Board’s approval, will be effective for the remainder of FY ’04, with the option to renew for two more years.

FISCAL IMPACT
Funding for this program is available from the Juvenile Department’s Budget No. 5110. Additional funds are available from the Texas Juvenile Probation Commission FY 2004 grants. The Juvenile Department will continue its efforts to capture any reimbursable placement cost through the Title IV-E Federal Foster Care program.
PERFORMANCE MEASURES
Each home is evaluated regarding compliance with TJPC standards for Foster Homes, contractual compliance and Dallas County performance measures consisting of: length of stay, successful program completion rate, recidivism rates, and provision of aftercare services.

PROJECT SCHEDULE/IMPLEMENTATION
Approval of this foster care contract will allow services to begin immediately upon execution of the Contract for Foster Care / Residential Services.

M/WBE INFORMATION
Foster homes are not selected through competitive requests for proposals, so no M/WBE documentation is required.

RECOMMENDATION
It is respectfully recommended that the Commissioners Court approve the contract with Raymond and Amanda Roberson to operate a foster home for the remainder of Fiscal Year 2004. It is further recommended that the Commissioners Court authorize the County Judge to sign the contract documents on behalf of Dallas County.

Recommended by:  
Michael K. Griffiths  
Director of Juvenile Services
March 3, 2004

TO: The Honorable Commissioners Court

FROM: Gloria Reyes, Buyer

SUBJECT: CONTRACT EXTENSION FOR VOICE AND DATA CABLE PURCHASE AND INSTALLATION (BID #2002-080-1100)

BACKGROUND/ISSUE

On April 2, 2002, the Dallas County Commissioners Court awarded the Annual Contract for Voice and Data Cable Purchase and Installation to SamStarr Communications. The contract was for an initial two-year period with three one-year options to extend. SamStarr Communications has agreed to extend the contract for the first extension option under the original contract terms and conditions. The Communications and Central Services Department and the County’s IT Department manage this contract.

INSURANCE AND M/WBE COMPLIANCE

SamStarr Communications has provided the necessary and compliant insurance documents to conform to the bid specifications. In addition, they have provided Dallas County with an updated Vendor Statistical Report for your review.

FINANCIAL IMPACT

The estimated annual cost of this contract is $109,937.00. Funding is available in the FY04 budget of the General Fund.

RECOMMENDATION

SamStarr Communications has provided excellent service for the duration of this contract. The Purchasing Department, in conjunction with the Communications and Central Services Department, recommend the Commissioners Court authorize the extension of Bid #2002-080-1100 with SamStarr Communications for the period beginning April 18, 2004 through April 17, 2005.

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

Recommended for Approval:

Phillip J. Vasquez, Purchasing Director/gr

C: Chris Thompson, Communications & Central Services
   Garland Hampton, Qnet/Aios
   Virginia Porter, Auditor’s Office
   Steven Samuels, SamStarr Communications
March 1, 2004

Gloria Reyes
Dallas County Purchasing Department
509 Main Street, Suite 623
6th Floor Records Building
Dallas, TX 75202-4616

RE: Annual Contract for the Voice and Data Cable Purchase and Installation
Bid 2002-080-1100

Dear Miss Reyes,

This in respond to your letter dated February 13, 2004 regarding the renewal of the aforementioned contract between Dallas County and Samstarr Communications. We would like to extend this contract for an additional twelve-month period.

Attached is the information you requested to extend Bid No. 2002-080-1100. You will find the copy of our insurance and the EEO1 form.

If you should have any questions, please feel free to contact me at 972-741-7890. Thank you for this opportunity to keep doing business with Dallas County.

Sincerely,

Steven Samuels
President
## DALLAS COUNTY

**Vendor Statistical Report**

- Permanent Full-Time Employment
- (See part-time/empirical)

### COMPANY NAME: SAMSTAR COMMUNICATIONS

**ADDRESS:** 1823 LINDA LN. RICHARDSON TX 75081

**TELEPHONE:** (972) 741-7890

### MALE

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### Check One:

- [ ] Minority-Owned Firm Certification # BMDT41756Y0903 Issued by NCTRCA
- [ ] Women-Owned Firm Certification # Issued by NCTRCA
- [ ] Non-Minority-Owned Firm

**Typed Name and Title:** STEVEN D. SAMUELS PRESIDENT

**Signature/Date:** [Signature/Date] [2.29.09]
February 27, 2004

TO: The Honorable Commissioners Court

FR: Robbie Placino, Senior Buyer

SUBJECT: Contract Extension for Dishwashing Chemicals & Dispensing System, Bid # 2000-027-229

BACKGROUND/ISSUE

On December 21, 1999, the Commissioners Court at their regularly scheduled session, authorized the award of Bid# 2000-027-229 for Dishwashing Chemicals & Dispensing System to Johnson Diversey formerly known as AmeriClean Systems which expired on December 20, 2003. Upon expiration of the contract it was Dallas County's intent to utilize U.S. Communities programs as approved by the Commissioners Court under Court Order #2004-048. During the transition period, Johnson Diversey extended the same terms and conditions of the contract.

Johnson Diversey is in compliance with the insurance requirements.

Further evaluation by the Purchasing and the Sheriff's Departments determined that it is more cost effective to undertake the competitive bid process than participate in U.S. Communities programs for this specific item.

FINANCIAL IMPACT

The actual annual cost of this contract is $30,475.16 based on $0.00314 per meal.

RECOMMENDATION

The Purchasing Department recommends the extension of Bid #2000-027-229 for an additional one hundred twenty day period beginning December 20, 2003 through April 18, 2004 to allow time for the bid process.

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

RECOMMENDED FOR APPROVAL:

Phillip J. Vasquez, Purchasing Director

/rp
DALLAS COUNTY
PURCHASING DEPARTMENT

INFORMATIONAL BRIEFING

March 3, 2004

TO: The Honorable Commissioners Court
FROM: Phillip J. Vasquez, Purchasing Director
SUBJECT: Crime Policy Contracts

Background/Issue
The Purchasing Department was asked to investigate claims made against the County’s various crime/employee dishonesty insurance contracts. The Risk Management Office supplied documentation regarding the two claims made against these type of policies dating back to June 1998.

- In May 1999, a claim was filed regarding an incident in Child Support Office. The claim was for $8,484.22.
- In June 1998, a claim was filed regarding an incident in the Tax Office. The amount of claim was $5,521.

The bids for the Crime/Employee dishonesty policy for the Tax Office will open on March 15, 2004. The Risk Management Division of the HR Department is in the process of scheduling an Insurance Committee meeting prior to awarding this bid.

Please let me know if further information is needed regarding these type of contracts.

Respectfully Submitted,

Phillip J. Vasquez, Purchasing Director

Allen Clemson, Commissioners Court Administrator
Bob Schell, Civil Section Chief District Attorney’s Office
Virginia Porter, County Auditor
Dr. Mattye Mauldin-Taylor, Director of Personnel/Civil Service
Jim Gresham, Risk Manager
Linda Boles, Purchasing Supervisor
File

509 Main Street, Room 623
Dallas, Texas
Records Building

75202
214.653.7597
March 9, 2004

TO: The Honorable Commissioners Court

FROM: Phillip J. Vasquez, Purchasing Director

SUBJECT: Letter of Rationale

This item is being briefed and submitted for Court Order on the same day due to the fact that the Auditor’s Office is withholding payment to the vendor.

PJV: crn

Attachments
March 9, 2004

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Annual Contract for the Transport of Election Voting Equipment, Machines and Related Items, Bid No. 2001-065-783

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held on March 25, 2003, authorized a twelve month extension to the aforementioned contract as awarded to Aaron Transfer & Storage d.b.a. Advanced Moving Systems, for the period of March 27, 2003 through March 26, 2004.

The contract is for the transport (delivery and pick-up services), set-up and disassembling of election voting equipment, machines and related items at various voting sites throughout the Dallas County area. In accordance with Bid Specifications 2001-065-783, Page 1, Paragraph 3: Liability and Other Insurance Coverage Requirement, required the awarded vendor to maintain in full force and throughout the term of the contract Workers Compensation and Commercial General Liability Insurance Coverage.

Aaron Transfer & Storage d.b.a. Advanced Moving Systems, did not obtain the required workers compensation coverage until February 19, 2004, upon notification by the County Auditor’s Office and the Purchasing Department of the deficiency in coverage. As a result of not having the required coverage for the period of June 10, 2003 through February 19, 2004, as specified in Bid No. 2001-065-783, payments are being withheld by the County Auditor’s Office totaling $20,259.00, until authorized for release by the Dallas County Commissioners Court.

It is the understanding that an employee must notify the employer of an injury within thirty days of the injury. In addition, in accordance with Texas Labor Code, Section 409.003, an employee must file a claim for compensation for an injury not later than one year after the date on which the injury occurred. As of this date, no claims have been filed related to this issue. To Aaron Transfer & Storage d.b.a. Advanced Moving Systems knowledge and Dallas County’s knowledge, there have been no adverse occurrences which caused bodily or physical damage during the time services were performed by Aaron Transfer & Storage d.b.a. Advanced Moving Systems without the required workers compensation coverage. Accordingly, attached are signed Affidavits and release and Waiver of Claim forms from Aaron Transfer & Storage d.b.a. Advanced Moving Systems prepared by the Dallas County District Attorney – Civil Section. The Purchasing Department has issued a new bid and will award the new contract on March 30, 2004.

FINANCIAL IMPACT
The Dallas County Auditor’s Office is withholding payments in the amount of $20,259.00 to Aaron Transfer & Storage d.b.a. Advanced Moving Systems.

RECOMMENDATION
Aaron Transfer & Storage d.b.a. Advanced Moving Systems has agreed to waive all claims of injury and property damage and is currently in contract compliance with the required general liability and workers compensation insurance. As a result, the Purchasing Department recommends that the Commissioners Court authorize the Dallas County Auditor’s Office to process and release all of payment to Aaron Transfer & Storage d.b.a. Advanced Moving Systems for services performed in accordance with Bid No. 2001-065-783, Annual Contract for the Transport of Election Voting Equipment, Machines and Related Items.
March 2, 2004
Page 2
Bid No. 2001-065-783

Should the Court concur with this recommendation, a Court Order is on today's agenda to release and process payments to Aaron Transfer & Storage d.b.a. Advanced Moving Systems.

Approved by:

[Signature]
Phillip J. Vasquez, Purchasing Director

c: Bryan Courville, Aaron Transfer & Storage
Virginia Porter, Auditor's Office
File
# Advance Moving Systems

3524 Liston Lane  
Euless, Texas 76040  
Phone #: 817-267-5780  
Fax #: 817-267-2630

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**BILL TO**

Dallas County  
Accounts Payable-Records Bldg.  
509 Main Street Room 407  
Dallas, Texas 75202

**SHIP TO**

Election Equipment Warehouse  
1506 E. Langdon Rd.  
Dallas, TX 75239

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</tr>
</tbody>
</table>

Requisition # 1210-04-004

End Verified:  
By: [Signature]  
End Customer: [Signature]

Total: $20,259.00

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Please remit full payment immediately. Past due accounts will be charged $25.00 late fee per month.  
If you have any questions, please call the number above in address.
AFFIDAVIT OF

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Matt Morgan, who after being by me first duly sworn, deposed and stated as follows:

"My name is Matt Morgan appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Matt Morgan am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 02/23/03 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

Matt Morgan

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January 2004.

Tricia A. Harris
Notary Public
State of Texas

Commission expires 02/03/04
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Jose Morales, who after being by me first duly sworn, deposed and stated as follows:

"My name is Jose Morales appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Jose Morales am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 01/01/02 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/02 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers’ Compensation Act."

"Further affiant sayeth not."

Jose Morales

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January, 2004.

Tricia A. Harris
Notary Public
State of Texas

02/03/04
Commission expires
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Jody Thomas, who after being by me first duly sworn, deposed and stated as follows:

"My name is Jody Thomas appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Jody Thomas, am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 01/01/00 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

Jody Thomas

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January, 2004.

Tricia A. Harris
Notary Public
State of Texas
STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared Thomas Goethe, who after being by me first duly sworn, deposed and stated as follows:

"My name is Thomas Goethe appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Thomas Goethe am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 06/23/03 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 07/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

Thomas Goethe

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January, 2004.

Tricia A. Harris

Notary Public
State of Texas

Commission expires 02/03/04
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Dean Dunham, who after being by me first duly sworn, deposed and stated as follows:

"My name is Dean Dunham appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Dean Dunham am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 01/01/00 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

Dean Dunham

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January 2004.

[Signature]
Notary Public
State of Texas

[Seal]
Commission expires 02/03/04
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared David Dever, who after being by me first duly sworn, deposed and stated as follows:

"My name is David Dever appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 David Dever am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 05/23/03 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

[Signature]

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January 2004.

[Notary Public Signature]

[State of Texas]

Commission expires 02/03/2004
STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Richard Wallace, who after being by me first duly sworn, deposed and stated as follows:

"My name is Richard Wallace appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Richard Wallace am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 03/05/03 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

[Signature]

[Signature]

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January 2004.

[Notary Public]

[Notary Public]

Commission expires
02/03/2004
State of Texas
STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared Rufus Pennywell, who after being
by me first duly sworn, deposed and stated as follows:

"My name is Rufus Pennywell appearing herein individually and as an employee of Aaron Transfer
& Storage d.b.a. Advanced Moving Systems. 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 Rufus Pennywell am an employee of Aaron Transfer & Storage d.b.a. Advanced
Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer
& Storage d.b.a. Advanced Moving Systems from 01/01/93 (date of employment) to the present.
During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought
medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer &
Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file
any claim in connection with any injury or illness for the period of 01/01/03 to 06/30/03. Nor am
I aware of any accident, injury, illness, or event that has transpired from 05/01/03 to
04/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

Rufus Pennywell

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January, 2004.

Tricia A. Harris
Notary Public
State of Texas

Commission expires 02/03/04
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Damian Hancock, who after being
by me first duly sworn, deposed and stated as follows:

"My name is Damian Hancock appearing herein individually and as an employee of Aaron Transfer
& Storage d.b.a. Advanced Moving Systems. 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 Damian Hancock am an employee of Aaron Transfer & Storage d.b.a. Advanced
Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer
& Storage d.b.a. Advanced Moving Systems from 01/27/03 (date of employment) to the present.
During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought
medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer &
Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file
any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am
I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to
09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

Damian Hancock

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 5th day of January 2004.

Notary Public
State of Texas
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared James Mitchell, who after being by me first duly sworn, deposed and stated as follows:

"My name is James Mitchell appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 James Mitchell am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 03/26/02 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers' Compensation Act."

"Further affiant sayeth not."

James Mitchell

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January 2004.

[Signature]

Notary Public
State of Texas

Commission expires 03/6/04
STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared Mike King, who after being by me first duly sworn, deposed and stated as follows:

"My name is Mike King appearing herein individually and as an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems. 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 Mike King am an employee of Aaron Transfer & Storage d.b.a. Advanced Moving Systems located at 3524 Liston Lane, Euless, TX 76040 - I have performed work for Aaron Transfer & Storage d.b.a. Advanced Moving Systems from 10/21/02 (date of employment) to the present. During this time period I have not incurred any physical, mental, or emotional injury, nor have I sought medical attention for any work-related injury or illness in connection with my duties at Aaron Transfer & Storage d.b.a. Advanced Moving System. I hereby declare that I do not plan to seek compensation, or file any claim in connection with any injury or illness for the period of 09/01/03 to 09/30/03. Nor am I aware of any accident, injury, illness, or event that has transpired from 09/01/03 to 09/30/03 that would give rise to a claim under the Texas Workers’ Compensation Act."

"Further affiant sayeth not."

[Signature]

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 8th day of January, 2004.

[Signature]
Notary Public
State of Texas
Commission expires

02/03/04
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: March 3, 2004
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: Request for Temporary Exception to the Residence Requirement – Tax Assessor/Collector

Background
The Tax Assessor/Collector is requesting a temporary exception to the Residence Policy (Dallas County Code, Sec. 86-191 to 86-200) for a candidate selected for the position of Chief Deputy. The candidate resides in Roanoke, Texas, in Tarrant County. The temporary exception would allow the candidate an opportunity to relocate to Dallas County. The selected candidate fully intends to comply with the Dallas County residence requirement within twelve months of employment.

The Tax Assessor/Collector has determined that the selected candidate is the best fit for the position.

Impact on Operations
A vacancy for this position at this level will adversely affect the objectives set by the Tax Assessor/Collector.

Financial Impact
There is no additional financial impact associated with this request.

Recommendation
The Human Resource Department recommends Commissioners Court approve the residency request up to a period of nine (9) months, as outlined in the Dallas County Code. However, the Human Resources Department respectfully submits the department's request to Commissioners Court for consideration.

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

Attachment
February 24, 2004

TO: Mattye Mauldin-Taylor  
Director, Dallas County Human Resources/Civil Service

FROM: David Childs

RE: Residency Requirement Exception Request

The Tax Office would like to request a one year exception from the residency requirement for the position of Chief Deputy, grade O. We have conducted interviews and have selected the applicant we feel is the best fit for the position.

We have discussed the residency requirement with her, and has committed to relocate within the one-year time frame, if this exception is granted by the Court.

Thank you for your consideration.
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: March 3, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Amendment to MHN Services Administrative Services Agreement

Background
The attached Amendment 1 revises the Administrative Services Agreement with Mental Health Network (MHN) Services for Employee Assistance Program (EAP) services, effective January 1, 2004, as approved by the Public Employee Benefit Cooperative (PEBC) Board of Governance. The Amendment moves the EAP from a five-visit model to a three-visit model for EPO and PPO participants. It also removes face-to-face counseling sessions with HMO participants and benefit opt-out participants, while retaining coordination of those benefits with either the HMO or the opt-out participants’ carriers. The Amendment also reduces 2004 PPO/EPO participant EAP rates from $2.23 per participant per month to $1.97 per participant per month. Rates for HMO and opt-out participants are reduced to $1.54, with rate caps not to exceed 5.0% annual increases through Plan Year 2006. The Amendment also sets the 2004 EPO/PPO mental health network administrative fee to $1.70, which represents a 5.0% increase from 2003, with rate caps not to exceed 5.0% increases through Plan Year 2006.

Impact on Operations
None

Financial Impact
The annual total increase is estimated to be approximately $1,500.

Legal Review
The Civil District Attorney has reviewed the Amendment.

Recommendation
The Human Resources/Civil Service Department recommends the Commissioners Court approve Amendment Number 1 to the MHN Administrative Services Agreement and authorize the County Judge to sign the Amendment on behalf of the County.

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

Attachment
AMENDMENT NO. 1 TO THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN MHN SERVICES AND DALLAS COUNTY GROUP #4542

This Amendment No. 1 to the Administrative Services Agreement ("Agreement") is made and entered into to be effective on January 1, 2004 (the "Effective Date") by and between MHN SERVICES ("MHN"), a California corporation, and the County of Dallas in the State of Texas ("Plan Sponsor").

WITNESSETH

WHEREAS, Plan Sponsor has engaged MHN to provided administrative services in connection with the provision of mental health and substance abuse services covered under Plan Sponsor’s self-funded plans and EAP programs, as set forth in the Agreement; and

WHEREAS, Plan Sponsor and MHN desire to amend the Agreement to reflect mutually agreeable changes for 2004.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Section 4.1 is deleted in its entirety, and the following is substituted therefore:

Section 4.1. Effective January 1, 2004, in consideration of the services to be provided hereunder, Plan Sponsor shall pay to MHN, for each eligible employee per month (PEPM) an amount equal to:

Managed Care Program - EPO and PPO Plan: $1.70 PEPM

Employee Assistance Program
   EPO and PPO Plan $1.97 PEPM

Employee Assistance Program
   HMO and Opt-Out Plan $1.54 PEPM

which shall be due and payable within sixty (60) days of the first day of the applicable month during the term hereof. Failure by Plan Sponsor to pay MHN according to the terms of this Agreement will be considered a material breach of this Agreement.

2. Section 4.2 is deleted in its entirety, and the following is substituted therefore:

Section 4.2. The Compensation as specified in 4.1 of this Agreement, shall remain in effect for the plan year January 1, 2004 through December 31, 2004. In the event Plan Sponsor renews the Agreement for the plan years 2005 and 2006, MHN guarantees the 2005 and 2006 compensation amount shall not exceed:

Plan Year 2005

Managed Care Program - EPO and PPO Plan: $1.79 PEPM
Employee Assistance Program  
EPO and PPO Plan  
$2.07 PEPM

Employee Assistance Program  
HMO and Opt-Out Plan  
$1.62 PEPM

**Plan Year 2006**

Managed Care Program - EPO and PPO Plan:  
$1.88 PEPM

Employee Assistance Program  
EPO and PPO Plan  
$2.17 PEPM

Employee Assistance Program  
HMO and Opt-Out Plan  
$1.70 PEPM

3. Exhibit E to the Agreement is deleted in its entirety and the attached Exhibit E is substituted therefore.

Except as expressly amended herein, all other terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 1 is effective January 1, 2004.

---

**“Plan Sponsor”**  
The County of Dallas  
Attn: Margaret Keliher, County Judge  
411 Elm Street – Second Floor  
Dallas, Texas 75202

By: __________________________  
Name: __________________________  
Title: __________________________  
Date: __________________________

**“MHN”**  
MHN Services  
1600 Los Gamos Drive  
Suite 300  
San Rafael, CA 94903

By: __________________________  
Name: __________________________  
Title: __________________________  
Date: __________________________

**ACCEPTED AS TO FORM:**

By: __________________________  
Dallas County District Attorney
EXHIBIT E
EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program includes those services described as the Training Program and Employee Assistance Program as well as EAP Life Management Services.

I. TRAINING PROGRAM AND EMPLOYEE ASSISTANCE PROGRAM

The following training programs shall be provided as requested by Plan Sponsor without charge:

1. Orientation seminars for employees
2. Training seminars for managers and supervisors
3. Management Consults/Job Performance Referrals and related follow-ups
4. Twenty-one (21) “brown bag” seminars
5. Critical Incident Stress Debriefings (CISD) [except as provided below]

MHN shall provide EPO and PPO Member a maximum of three (3) counseling sessions per incident per Covered Person per calendar year. In providing such services, MHN shall assess and refer Members to appropriate care aimed at restoring their ability to perform their job duties at an acceptable level and to provide general assistance in connection with substance abuse or mental health problems. At the conclusion of assessment services, the Member will be requested to complete a “Plan Sponsor Satisfaction Questionnaire.”

MHN shall assess HMO and Opt-Out Members and refer such members to their applicable benefit plan or available community resources for counseling sessions aimed at restoring their ability to perform their job duties at an acceptable level and to provide general assistance in connection with substance abuse or mental health problems.

MHN shall respond to management/job performance referrals. For management/job performance referrals, MHN shall provide follow-up as determined by MHN to be necessary in order to monitor referred Members’ adherence to the agreed course of treatment. Subject to Exhibit A to this Agreement, progress reports on referred employees will be limited to reporting whether or not the employee has sought EAP assistance and is cooperating with the treatment program.

MHN will respond to CISD’s relating to a distressing and traumatic event occurring in the Plan Sponsor’s workplace on an unlimited basis, except in the case of catastrophic events. A “catastrophic event” is defined as an incident requiring more than twenty (20) hours of counseling. In such an event and subject to Plan Sponsor’s prior approval for delivery of such services, beginning with the 21st hour, MHN shall bill Plan Sponsor at a rate not to exceed $200.00 per hour and subject to Plan Sponsor’s prior approval, for any travel expenses including practitioner professional fees for travel time which are incurred by MHN.

Subject to approval of the website by Plan Administrator, Plan Sponsor will have access to MHN’s Questium Welcome, an introductory website that provides a health risk assessment, an interactive, multimedia stress program, articles on emotional health and work/life topics, an overview of MHN’s EAP services, a practitioner search, and links to related websites. Plan Sponsor will also receive Questium News, MHN’s quarterly online newsletter.

II. EAP LIFE MANAGEMENT SERVICES

EAP Life Management Services are available to all active Members as described under this Agreement. For the purposes of this Agreement, a “Participating Counselor,” “Participating Financial Counselor,” “Participating Legal Counselor,” “Participating Tax Counselor,” and “Participating Retirement Counselor,”
are defined as an individual contracting with or employed by MHN or its affiliates who furnishes EAP Life Management Services to Members.

- **Counseling for Financial and Credit Problems.** This plan covers the services of a Participating Financial Counselor to assist Members in getting the Member's finances back under control, analyze spending habits and patterns, develop a realistic, personalized budget, and to educate the Member on available credit rights and options. This service does not cover tax or investment advice, nor does MHN give loans or pay bills. *One Session = Telephone session of up to 60 minutes.*

- **Counseling for Childcare Matters.** This plan covers the services of a Participating Counselor to help a Member assess the Member's childcare needs and to identify and evaluate appropriate childcare options. *One Session = Telephone session of up to 30 minutes.*

- **Counseling for Eldercare Matters.** This plan covers the services of a Participating Counselor to help a Member explore and utilize available resources to resolve problems with elder living arrangements, nutrition, health care, legal rights, and Social Security, Medicare, and Medicaid benefits. *One Session = Telephone session of up to 60 minutes.*

- **Counseling for Legal Problems** This plan covers the services of a Participating Legal Counsel to provide legal consultation to Members with legal questions in areas of family law, consumer issues, landlord-tenant disputes, personal injury, contracts, and criminal matters. This plan specifically does not cover legal representation in court, preparation of legal documents, or advice in the areas of labor, employment, taxes, patents, or immigration. *One Session = Telephone session of up to 30 minutes.*

- **Counseling for Federal Tax Problems.** Each family unit is entitled to a total of up to 90 minutes of counseling per year, which consists of three telephone sessions of up to 30 minutes each. Please note that this is not a tax representation and/or preparation service. This plan covers the services of a Participating Tax Counselor to provide tax consultation for:
  - Unpaid federal taxes, penalties, and interest
  - IRS audits
  - Unfiled, past-due federal tax returns
  - Any other problem a Member or family members has with the IRS for which an unsuccessful attempt to resolve has occurred.

- **Counseling for Pre-Retirement Planning.** This plan covers the services of a Participating Retirement Counselor to provide information on topics relevant to persons of any age planning for retirement. Members will be provided information about the range of situations that they are likely to encounter in retirement, and they will be given guidance on how to plan ahead for quality retirement. This service does not cover specific investment, tax, or legal advice. *One Session = Telephone session of up to 60 minutes.*

- **Counseling for Organizing Life's Affairs.** This plan covers the services of a Participating Counselor to address organization of records and vital documents. The counselor will teach Members how to create an organized legacy. This benefit can also be used for Members who need to arrange "final details" for a friend or family member, or for Members whom need suggestions and support about getting life back together after the loss of a loved one. *One Session = Telephone session of up to 60 minutes.*

- **Sanity Savers℠, Concierge Service.** MHN's Sanity Savers℠ personal assistance service serves as a resource for providing solutions to everyday challenges of life. This service provides general information only regarding referrals for certain services and does not cover the cost of neither services purchased nor does MHN guarantee the delivery and/or quality of any service. MHN reserves the right to decline specific requests at MHN's sole discretion. *One Session = Request for Service (30 minute maximum spent on each request)*
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: March 3, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Amendment to FlexBen Agreement

Background
Dallas County entered into an Administrative Services Agreement with FlexBen Corporation on January 1, 2002 for the processing of Medical Flexible Spending Account claims submitted by Dallas County participants. In 2003, the Federal Government authorized over-the-counter drugs as eligible for reimbursement from medical spending accounts. Because of this change, an increase in processing is anticipated. The Public Employee Benefit Cooperative negotiated a 10% increase in the fee, which was approved by the Board of Governance and recommended to the members. The cost per participant per month increases from $2.25 to $2.48 for Plan Year 2004 and is incorporated in Amendment Number 2 (Attached) to the Agreement for Services.

Impact on Operations
None

Financial Impact
The annual total increase is estimated to be approximately $1,500.00.

Legal Review
The Civil District Attorney has reviewed the Amendment.

Recommendation
The Human Resources/Civil Service Department recommends that the Commissioners Court approve the Amendment Number 2 to the Administrative Services Agreement with FlexBen Corporation, increasing processing fees for Medical Flexible Spending Accounts to $2.48 per participant per month, effective January 1, 2004 and authorize the County Judge to sign the Amendment on behalf of the County.

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

Attachment

509 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer

214.653.7638

Q:\Briefings 2004\PEBC 2004 FlexBen Amendment 2 030904.doc
AMENDMENT NO. 2 TO THE
AGREEMENT FOR SERVICES
Flexible Spending Accounts/Section 125 Administration

This Amendment No. 2 to the Agreement for Services ("Agreement") is made and entered into to be effective on January 1, 2004 (the "Effective Date") by and between FlexBen Corporation (the "Contract Administrator") and the County of Dallas in the State of Texas (the "Plan Sponsor") as a member of the Public Employee Benefits Cooperative of North Texas (PEBC).

WITNESSETH

WHEREAS, The Plan Sponsor has engaged the services of the Contract Administrator to provide implementation and/or administrative services for Plan Sponsor’s Section 125 Plan (the "Plan"); and

WHEREAS, Plan Sponsor and Contract Administrator desire to amend the Agreement to reflect mutually agreeable changes for 2004.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Exhibit B, Fees, Section 2, Health and Dependent Care Ongoing Administration, is amended to read as follows:

2. Health and Dependent Care Ongoing Administration

   Effective January 1, 2004, the fee for the ongoing administration of the program is $2.48 per participant, per month regardless of the number of accounts.

Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect.

This Amendment No. 2 is effective January 1, 2004.

"Plan Sponsor"
The County of Dallas

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

"Contract Administrator"
FlexBen Corporation

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

APPROVED AS TO FORM:

By: ____________________________
   Dallas County District Attorney
March 3, 2004

To: Members of Commissioners Court

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

Subject: North Central Texas Council of Governments Interlocal Agreement for PEBC

Background
The Board of Governance of the Public Employees Benefit Cooperative (PEBC) has recommended that the members of the PEBC enter into new individual Interlocal Agreements with the North Central Texas Council of Governments (NCTCOG) for the purpose of providing dedicated staff and support services for PEBC activities. The Interlocal Agreement (Attachment) provides for professional staff dedicated solely to the PEBC, secretarial support, office space, other equipment necessary to perform required PEBC services and administrative services to manage and disburse funds provided by PEBC members for the purpose of the Agreement. The Agreement also provides data, website and eligibility services for PEBC members. The Agreement anticipates a PEBC contract with benefits consulting services. This Agreement reflects the 2004 budget for the PEBC of $843,815.00 of which Dallas County’s share is 47.59%. It also caps the amount charged for technical data services for calendar years 2005 and 2006 at current rates.

Impact on Operations
The Agreement will support continuity of vendor services for the County’s Employee Health Benefit Plans.

Financial Impact
Dallas County’s share of the $843,815.00 budget total for the Agreement is $401,571.55 and is budgeted in, and will be paid from, the Benefit Trust.

Legal Review
The Interlocal Agreement has been reviewed by the Civil Section of the Dallas County District Attorney’s Office.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the Interlocal Agreement with the North Central Texas Council of Governments and authorize the County Judge to sign the Interlocal Agreement on behalf of Dallas County.

Recommended by:

Mattye Mauldin-Taylor, Ph.D.

Attachment

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

C:\PEBC 2004 NCTCOG Interlocal Agreement 030903.doc
WHEREAS, the County of Tarrant, the County of Dallas, and the North Texas Tollway Authority joined together in 1998 to create the Public Employees Benefit Cooperative of North Texas, hereinafter referred to as PEBC, to provide quality health-related benefits to its employees; and

WHEREAS, the County of Denton joined the PEBC effective January 1, 2003; and

WHEREAS, PEBC believes that it achieves greater efficiencies through a dedicated staff to focus solely on PEBC activities; and

WHEREAS, the North Central Texas Council of Governments, hereinafter referred to as NCTCOG, wishes to provide professional services, to include dedicated staff, data, website and eligibility services to PEBC and for the exclusive benefit of the PEBC;

WHEREAS, the NCTCOG has for over thirty years, worked to facilitate cooperation between and among local governments through the provision of services to local governments;

WHEREAS, Section 791.025 of the Texas Government Code permits agreements between local governments and Councils of Governments for the provision of professional services;

WHEREAS, the parties find the service provided by NCTCOG is a service each of the parties is authorized to perform individually;

WHEREAS, the parties find that the payments by the parties for services performed pursuant to this agreement may be made from current revenues readily available to the paying parties; and

WHEREAS, the parties each find that the amount paid for the services performed under this agreement fairly compensates the performing party.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into individually by the PEBC Members and the NCTCOG upon and for the mutual consideration stated herein:
I.

WITNESSED

This Agreement is entered into individually by the Counties of Tarrant, Dallas, and Denton and the North Texas Tollway Authority (NTTA), as members of the PEBC ("Members") and the NCTCOG, for the purpose of providing dedicated staff and other services as described in this Agreement for the exclusive benefit of the PEBC which the governing bodies of the PEBC Members find serve a public purpose and service the public welfare of its employees and citizens.

If the PEBC allows additional entities to become members, NCTCOG agrees to provide services pursuant to this Agreement to such additional members provided such members approve this Agreement.

II.

SCOPE OF SERVICES

A. The services provided by NCTCOG for the provision of dedicated staff and other services shall include, but are not limited to, the following:

1. NCTCOG will employ one (1) professional staff person to serve as the PEBC Executive Director, and additional dedicated staff persons as approved by the PEBC Board, who will be dedicated solely to work with, and support the activities of, the PEBC;

2. NCTCOG will make available to PEBC dedicated staff persons all benefits received by other NCTCOG employees;

3. NCTCOG will ensure, either through contract or other available means, that PEBC dedicated staff persons have reasonable office space and other necessary equipment to perform the PEBC required services;

4. NCTCOG will provide administrative services to manage and disburse funds provided by PEBC Members for the purpose of this Agreement;

5. NCTCOG will provide data, website and eligibility services as described in Exhibit A to this Interlocal Agreement for the exclusive benefit of the PEBC.

6. NCTCOG will contract with a vendor, as approved by the Board of the PEBC, to provide health and welfare benefits core-consulting services for the exclusive benefit of the PEBC. NCTCOG shall designate the Executive Director of the PEBC to act on behalf of NCTCOG under the Contract in all regards. NCTCOG shall take no action under the Contract without the written approval of the Executive Director of the PEBC.
III. TERM

The term of this Interlocal Agreement shall commence on January 1, 2004 and shall remain in effect through December 31, 2004. Unless otherwise terminated in accordance with the provisions of this Agreement, this Agreement shall automatically renew for subsequent one-year periods. The Agreement may be extended by mutual written agreement by the PEBC membership and NCTCOG. This Agreement may be terminated without cause by either of the parties with a 180-day notification in writing to all parties. In the event a member ceases to be a member of the PEBC, this Agreement shall continue in full force for the benefit of the remaining Members, unless terminated as otherwise described in the Agreement.

IV. COSTS

The total cost of this Agreement effective January 1, 2004 shall be $843,815. Line item detail of this cost amount is found in Exhibit C of this Interlocal Agreement. In the event this Agreement is renewed, and provided the Scope of Services described in Exhibit A does not materially change, the amount charged by NCTCOG for data and eligibility services as set forth in Exhibit A shall not exceed $150,000 in each of the calendar years 2005 and 2006. NCTCOG shall invoice each PEBC member monthly for its pro rata share of the amount set forth in Exhibit C calculated on a monthly basis. The pro rata share of each PEBC member shall be equal to the percentage of the sum of its total number of regular full time employees plus the total number of eligible and regularly employed eligible part-time employees (if applicable), multiplied by a factor of 1 and its total number of retirees multiplied by a factor of 1.5, to the total number of all PEBC members. For purposes of this Agreement, regular full time employees and regularly employed eligible part-time employees are defined as the total number of basic life units as measured on the first regular payroll date in October of year preceding the effective date of this Agreement. Retirees are defined as the total number of benefit eligible retirees and benefit eligible surviving dependents of retirees, measured on the first regular payroll date in October of year preceding the effective date of this Agreement. Payments are due to NCTCOG no later than 30 days following receipt of invoice. If additional entities become members of the PEBC, the PEBC shall notify NCTCOG of such occurrence and the pro rata share of costs applicable to each member under this Agreement.

V. MANAGEMENT OF AGREEMENT

It is mutually agreed that the Interlocal Agreement shall be managed under the following terms:

A. The PEBC Board shall select the PEBC Executive Director who shall then be employed by NCTCOG. The PEBC Executive Director shall report to the PEBC Board.
B. The PEBC Executive Director shall be responsible for the selection of and day-to-day supervision of any PEBC dedicated professional staff and the day-to-day operations of the PEBC.

C. The PEBC Executive Director shall select the office location of the dedicated professional staff.

D. NCTCOG will expend Interlocal Agreement funds only as outlined in Exhibit A. Expenditures beyond the established line-item amounts in Exhibit C shall be made only upon approval of the PEBC Board.

E. NCTCOG shall provide the PEBC Executive Director with a monthly financial statement listing expenditures during the previous month with year-to-date totals.

F. Upon reasonable notice, the PEBC reserves the right to audit NCTCOG's expenditures relating to this Interlocal Agreement.

G. Provided all funds due NCTCOG are currently paid, all funds not expended, or encumbered, shall be returned annually to the PEBC Members based on the pro rata share formula outlined in Section IV of this Agreement. Funds to be returned shall be paid within 60 days following December 31 of each year, unless otherwise authorized by the PEBC Board.

VI.
AGENCY-INDEPENDENT CONTRACT

PEBC and NCTCOG agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with this Interlocal Agreement. To the extent allowed by law, the participants in the PEBC, based on their pro rata participation as set forth in Section IV of this Agreement, shall indemnify and hold NCTCOG harmless for any acts, forbearance, negligence, or deeds of dedicated professional staff described in Section V. above. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

VII.
AMENDMENT

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
VIII. BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

IX. APPLICABLE LAW

This Agreement shall be expressly subject to the participating parties' Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action involving a PEBC Member shall be in the county in Texas where the principal office of the PEBC Member is located. No suit against a party to this Agreement may be brought in a county other than the county in which their principal office is located.

X. SEVERABILITY

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

XI. FISCAL FUNDING

Notwithstanding anything to the contrary, the obligations of the PEBC Members are contingent upon the availability of appropriated funds. In the event of no funds or insufficient funds are appropriated to meet their obligations under the Agreement, each PEBC member may terminate their participation in this Agreement. NCTCOG shall be entitled to compensation for services performed prior to the date of termination. A terminating PEBC Member must provide the PEBC 180 day notice in the event the Member desires to exercise this clause.

XII PRIVACY AND CONFIDENTIALITY

The parties hereby agree to the terms of the Business Associate Agreement (BA Agreement), attached as Exhibit B and incorporated herein by this reference. If a party hereto engages in an
electronic transaction for which the Secretary of Health and Human Services has adopted a standard pursuant to 45 CFR part 162, then such party is responsible for ensuring compliance with the adopted standard. At all times during the term of this Agreement, the PEBC and NCTCOG may transmit to and receive from each other protected health information as is necessary for the parties to perform their respective obligations set forth herein. Any party hereto using de-identified information shall be responsible for ensuring such information complies with the requirements of 45 CFR 164.514.

XIII
MULTIPLE COUNTERPARTS

This Agreement may be executed by the respective parties in multiple counterparts, and the validity of the Agreement may not be challenged by a party because the parties failed to execute one single copy of the Agreement.
SIGNATURE PAGE

STATE OF TEXAS
COUNTY OF DALLAS
By: __________________________
   Margaret Keliher, County Judge
Date: __________________________

APPROVED AS TO FORM:
By: __________________________
   Dallas County District Attorney

STATE OF TEXAS
COUNTY OF TARRANT
By: __________________________
   Tom Vandergriff, County Judge
Date: __________________________

APPROVED AS TO FORM:
By: __________________________
   Tarrant County District Attorney

STATE OF TEXAS
COUNTY OF DENTON
By: __________________________
   Mary Horn, County Judge
Date: __________________________

APPROVED AS TO FORM:
By: __________________________
   Denton County District Attorney

CERTIFICATION OF FUNDS:
By: __________________________
   Tarrant County Auditor’s Office

NORTH TEXAS TOLLWAY
AUTHORITY
By: __________________________
   Jerry Hiebert, Executive Director
Date: __________________________

APPROVED AS TO FORM:
By: __________________________
   Marcelle Jones, General Counsel

Date: __________________________

PEBC Professional Services Agreement
Page 7 of 13
EXHIBIT A
DATA AND ELIGIBILITY SERVICES

A. Scope of Services: NCTCOG shall perform professional services for the provision of data, website and eligibility services (Data Services). NCTCOG shall, during the term of this Agreement, provide a sufficient number of qualified staff and appropriate systems to perform Data Services. Data Services shall include, but are not limited to:

- Internet hosting, design and ongoing website maintenance services to the PEBC website, to include periodic modifications, corrections or design changes as requested by the PEBC;
- Timely eligibility processing services to include acceptance of data from PEBC member groups and transmission of eligibility data to vendors and reconciliation, reports and data storage services;
- Implementation services on behalf of new member groups to the PEBC;
- Development services including internet based online enrollment processes and systems, data standards, and process improvement;
- System design;
- System audits;
- Maintain data integrity; and
- Privacy and security compliance, as modified, including the provisions of HIPAA related to administrative simplification rules and privacy regulations for identifiable data and health information, as such provisions relate to PEBC operations.

B. Ownership. Services performed under this Agreement are for the sole and exclusive benefit of the member groups of the PEBC. All materials, electronic or otherwise, including graphics, text, manuals, software developed for the exclusive use of the PEBC or made available to NCTCOG on behalf of the PEBC, and the PEBC website domain name, belong to the PEBC. Software developed by NCTCOG shall be held in escrow and returned to the PEBC, along with related work product and manuals, upon termination of this Agreement.

C. Termination. In the event this Agreement is terminated, NCTCOG shall, to its fullest extent, cooperate with and participate in transition activities in conjunction with the transfer of these services to another service provider.
EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

I. Definitions
(a) Business Associate. "Business Associate" shall mean NCTCOG.

(b) Plan Sponsor. "Plan Sponsor" shall mean, collectively and individually, Dallas County, Tarrant County, Denton County, the North Texas Tollway Authority, and any member group approved for membership in the PEBC.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of the Plan.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) Plan. "Plan" shall mean the applicable component of the PEBC Plan(s) for which Vendor provides services, including clearinghouse services, which is/are a Covered Entity(ies) subject to the Privacy Rule.

(i) PEBC. "PEBC" shall mean the Public Employees Benefits Cooperative, which acts as an agent of Plan Sponsor as administrator of the Plan.

(j) PEBC - NCTCOG Interlocal Agreement. "PEBC- NCTCOG Interlocal Agreement" shall mean the interlocal agreement between the member entities of the PEBC and the North Central Texas Council of Governments for the provision of dedicated staff and services related to the operation of the PEBC, and to which this Business Associate Agreement is made a part as an Exhibit.

II. Obligations and Activities of Business Associate
(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement, the Interlocal Agreement or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement.
(d) Business Associate agrees to report to Plan Sponsor and the PEBC, on behalf of the Plan, any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Plan, agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of the Plan, and in a timely manner, to Protected Health Information in a Designated Record Set, to the Plan; to a representative of the Plan, including the PEBC or the Plan Sponsor, as directed by the Plan; or to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 CFR 164.526 at the request of the Plan or an Individual, and in a timely manner.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Plan available to the Plan, or to the Plan's designated representative, including the PEBC, or to the Secretary, in a timely manner or as otherwise designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Plan, or its representative as directed by the Plan, including the PEBC, or an Individual, in a timely manner, information collected in accordance with Section II.i. of this BA Agreement, to permit the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate
A. General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Interlocal Agreement with the Plan Sponsor, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan.

B. Specific Use and Disclosure Provisions

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

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

(c) Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to the Plan as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Plan and Plan Sponsor

(a) Plan Sponsor, on behalf of the Plan shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Plan in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Plan Sponsor, on behalf of the Plan, shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Plan Sponsor, on behalf of the Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Plan

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

VI. Term and Termination

(a) Term. The Term of this BA Agreement shall be effective as of the effective date of the PEBC – NCTCOG Interlocal Agreement and shall terminate upon the later of (1) the termination of the Interlocal Agreement; or (2) when all of the Protected Health Information provided by the Plan or Plan Sponsor to Business Associate, or created or received by Business Associate on behalf of the Plan, is destroyed or returned to the Plan or its representative, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon the Plan’s or Plan Sponsor’s knowledge of a material breach by Business Associate, Plan Sponsor, on behalf of the Plan, shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BA Agreement and the Interlocal Agreement if Business Associate does not cure the breach or end the violation within the time specified by Plan Sponsor;
(2) Immediately terminate this BA Agreement and the Interlocal Agreement if Business Associate has breached a material term of this BA Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Plan Sponsor, on behalf of the Plan, shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement or the Interlocal Agreement, for any reason, Business Associate shall return to the Plan or its designated representative or destroy all Protected Health Information received from the Plan or the Plan Sponsor, or created or received by Business Associate on behalf of the Plan. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

VII. Miscellaneous

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

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

(c) Survival. The respective rights and obligations of Business Associate under Section VI.(c) of this BA Agreement shall survive the termination of this BA Agreement.

(d) Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the Plan to comply with the Privacy Rule.
EXHIBIT C
PEBC/NCTCOG Calendar Year 2004 BUDGET

SALARY & BENEFITS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$222,150</td>
</tr>
<tr>
<td>Benefits</td>
<td>$95,080</td>
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</tbody>
</table>

TOTAL INDIRECT COSTS $62,494

Indirect Costs are based on a formula percentage of Salary & Benefits. These costs include parking, conference room usage, and other costs associated with NCTCOG administrative services needed to support the PEBC program.

DIRECT COSTS

<table>
<thead>
<tr>
<th>Item</th>
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<td>Office Space</td>
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<tr>
<td>Supplies</td>
<td>$6,000</td>
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<tr>
<td>Printing</td>
<td>$3,500</td>
</tr>
<tr>
<td>Communications</td>
<td>$3,000</td>
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<tr>
<td>In-Region Travel</td>
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<tr>
<td>Out-of-Region Travel</td>
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<tr>
<td>Postage</td>
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<tr>
<td>Legal</td>
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<tr>
<td>Employee Development</td>
<td>$2,500</td>
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<tr>
<td>Network Services (Internet Connection Charge)</td>
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<tr>
<td>Annual Enrollment Communications</td>
<td>$42,500</td>
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<tr>
<td>PEBC-NCTCOG Technical Data/Eligibility</td>
<td>$150,000</td>
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<tr>
<td>Core Consulting</td>
<td>$168,696</td>
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**Direct Project Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Reserve (Unallocated)</td>
<td>$41,975</td>
</tr>
</tbody>
</table>

TOTAL CY2004 BUDGET Total $843,815
March 9, 2004

To: Commissioners Court

From: Bernard E. Blanton

Subject: Henry Wade Juvenile Justice Center Expansion – Change Order No. 4

BACKGROUND:
Court Order No. 2002-2347, 12-31-02 Authorized a construction contract with Cadence McShane Corporation.
Court Order No. 2003-1649, 09-09-09 Change Order No. 1; Building code related issues.
Court Order No. 2003-2239, 12-09-03 Change Order No. 2; Water Booster Pumps and Sprinkler Heads.
Court Order No. 2004-265, 02-10-04 Change Order No. 3; Electronic Security System, Fire Alarm & Carpet.

Total construction at this present date is approximately 80.27% complete. Only construction cost items are addressed in this Change Order No. 4 request.

IMPACT/OPERATION: The following items are added to the construction contract due to the conditions established in the bid documents, Building Code related issues requiring revisions by the City of Dallas, conditions unknown or clarified during the time of the initial project design:

CHANGE ORDER NO. 4

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Owner Request</th>
<th>Contractor</th>
<th>Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Furnish and install Security Doors &amp; Hardware w/ agreed changes as proposed.</td>
<td>CMC-42</td>
<td>HKS, PC-011</td>
<td>Add 0</td>
<td>$61,475</td>
</tr>
<tr>
<td>4.2 Extend height for Cooling Towers by adding stub to columns.</td>
<td>CMC-49</td>
<td>HKS, PC-014</td>
<td>Add 0</td>
<td>4,139</td>
</tr>
<tr>
<td>4.3 Replace Double Door cc 102 with an 8’w x 9’h galvanized steel, Roll-up Door, chain operated, east wall of the Central Plant, Room C 102.</td>
<td>CMC-55</td>
<td>HKS, PC-018</td>
<td>Add 0</td>
<td>2,422</td>
</tr>
<tr>
<td>4.4 Delete the scope of work as shown in the contract documents for the existing Visitation Area, 1st Floor to include demolition, masonry, painting, flooring, plumbing, mechanical, electrical and supervision.</td>
<td>CMC-56</td>
<td>HKS, PC-019</td>
<td>Delete 0</td>
<td>(27,762)</td>
</tr>
<tr>
<td>4.5 Furnish and install all of the Voice and Data Cabling as initially bid and revised for an approximate total of 233 voice drops and 220 data drops that include any additional modifications required as directed by the Asst. Dir., HWJJC.</td>
<td>CMC-57Rev</td>
<td>HKS, PC-020</td>
<td>Add 0</td>
<td>$109,656</td>
</tr>
</tbody>
</table>

All-Fair Elec.: Add’l Drops NIC, (Materials, Labor) $47,885
Advance Connections, Inc.: Cable System, (Wire, Labor, Cert.) 43,477
Visitation 3rd Floor Finish-out: Voice/Data Cable System 6,318
Subcontractors: (Mgt, Design, Supv. Fees 1,000
General Cont’r: (Insurance, Bond, Fees) 10,976
Total $109,656

George L. Allen Sr. Courts Building
600 Commerce St., 9th Floor, Suite 900 Dallas, Texas 75202-6633
Tel: 214-653-6730 Fax: 214-653-6729
e-mail: bblanton@dallascounty.org
CHANGE ORDER NO. 4 Cont’d

<table>
<thead>
<tr>
<th>DAYS</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>4.6</td>
<td>Furnish and install a Fire Damper to the generator exhaust duct. Ref.: SK1 &amp; SK2 Contractor Request; CMC-59 HKS, PC-022 Add 0</td>
</tr>
<tr>
<td>4.7</td>
<td>Delete the concrete overhangs at outdoor Recreation Yards and replace with security mesh. Architect Request; CMC-60 HKS, PC-023 Delete 0</td>
</tr>
<tr>
<td>4.8</td>
<td>Furnish and install painted Tectum ceilings in Shower Rooms, 2nd and 3rd Floors, at 11'-0&quot; AFF in Room B131 on 1st Floor, in lieu of the specified painted ceilings. Architect Request; CMC-61 HKS, PC-024 Add 0</td>
</tr>
<tr>
<td>4.9</td>
<td>Furnish steel support for precast panels at connecting hall. Ref.: RFI #75 Contractor Request; CMC-70 HKS, PC- Add 0</td>
</tr>
<tr>
<td>4.10</td>
<td>Amend Change Order No. 3.3: Contractor’s Proposal Option #2 to include; Contractor receiving storing, providing insurance and fees for Owner furnished carpet. Contractor Request; CMC-73 HKS, PC—25 Add 0</td>
</tr>
<tr>
<td>4.11</td>
<td>Install new 4&quot; valve in existing 4&quot; copper water line above corridor ceiling to ‘D’ Wing. Contractor Request; CMC-74 HKS, PC-029 Add 0</td>
</tr>
<tr>
<td>4.12</td>
<td>Delete all unrequired 4&quot; x 4&quot; x ¼&quot; steel angle closures at top of non load bearing CMU Walls in all Cells, Cell Chases, Floors 2 &amp; 3. Holding Cells, 1st Floor of Housing Bldg. Architect Request; CMC-75 HKS, PC-028 Delete 0</td>
</tr>
<tr>
<td>4.13</td>
<td>Relocate 3rd Floor Intake Bldg HVAC distribution piping to roof due to low ceiling height at 3rd Floor Dayrooms. Architect Request; CMC-76 HKS, PC- Add 0</td>
</tr>
<tr>
<td>4.14</td>
<td>Modify Motor Control Center in Central Plant: Add 2 ea. MCC’s for existing VFD’s. Ref.: RFI #46 &amp; #80. Architect Request; CMC-77 HKS, PC- Add 0</td>
</tr>
<tr>
<td>4.15</td>
<td>Repair wall and ceiling damage due to upgrade of the existing fire alarm system as defined in Change order No. 3.4. All work to be completed on a time / materials basis, tracked by the contractor and certified by the Architect. Completed work not to exceed contractor’s 01-15-04 proposed estimated cost. Owner Request; CMC-78A HKS, PC- Add 0</td>
</tr>
<tr>
<td>4.16</td>
<td>Relocate existing conduits in building to facilitate the install’n of new MEP systems. Remove and reinstall ceilings in classrooms due to unforeseen conditions. Architect Request; CMC-81 HKS, PC- Add 0</td>
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<td>TOTAL</td>
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Commissioners Court  
March 9, 2004  
Henry Wade Juvenile Justice Center Expansion – Change Order No. 4  
Page 3

Request total amount of $185,116 added to the construction contract. The completion date remains unchanged, November 22, 2004. Except as noted above, all terms of the original agreement will remain in full force and effect.

LEGAL: N/A

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: N/A

The total proposed cost for Change Order No. 4 is $185,116. Funds will be available for this Change Order No. 4 from FY2004 MCIP appropriations for the project (Fund 196.0.08130.2004.0.70043).

<table>
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<td>Original Contract</td>
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<td>Change Order No. 4</td>
<td>185,116</td>
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<td>Revised Contract Amount</td>
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As a result of this Change Order No. 4, the total amount of $185,116 and no additional days shall be added to the construction contract. The completion date remains unchanged, November 22, 2004.

RECOMMENDATION: Engineering & Project Management recommends that the Dallas County Commissioners Court authorize Change Order No. 4 in the amount of $185,116 and no additional days added to the construction contract with Cadence McShane Corporation to complete the Henry Wade Juvenile Justice Center Expansion. The County Judge to sign on behalf of Dallas County.

Approved by:  

[Signature]

Dan Savage  
Assistant Administrator for Operations
December 10, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
Proposed Change 011

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 011 dated November 6, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $61,475.00. This change is a result of meetings with the Owner and is an Owner requested change to address security doors and hardware.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
<table>
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<th>NO</th>
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**EXCLUSIONS AND QUALIFICATIONS**

1. All work will be performed by CMC subcontractors.

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<th>DESCRIPTION</th>
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<th>55,322</th>
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</table>

**SUBTOTAL**

| INSURANCE/BOND    | 1.02% | $621 |
| P & P BOND        | 0.00%  | $0   |
| FEE ON SUBCONTR  | 10.00% | $5,332 |

**TOTAL FEE**

$6,153

**TOTAL PRICE WITH FEE**

$61,475
November 21, 2003

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
Proposed Change 014

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 014 dated November 4, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $4,139.00.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

CC: Paul Liptak w/ attachments  
    Pei Basgen w/ attachments  
    Jim Nunn w/ attachments  
    File w/attachments
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
**600 Commerce St. Ste 900**  
**Dallas, Texas 75202**  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPTION:** Addition of 4 stub columns at the Cooling Tower  
**PROJECT MANAGER:** Bobby Parr  
**PROP'D REQUEST NO:** 49  
**BALANCE OF JOB DURATION (MONTHS):** 32  

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<td>8-Stub columns @ Cooling Tower</td>
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**TOTALS:**  

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**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

**SUBTOTAL:** 3,725

**INSURANCE/BOND**  
1.02%  
$41

**P & P BOND**  
0.00%  
$0

**FEE ON SUBCONTR**  
10.00%  
$373

**TOTAL FEE:**  
$414

**TOTAL PRICE WITH FEE:**  
$4,139
December 5, 2003

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE:  HENRY WADE EXPANSION  
HKS Project No. 5787  
Proposed Change 018

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 018 dated December 3, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $2,422.00. This Proposed Change was issued as an Owner requested item.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc:  Paul Liptak w/ attachments  
     Pei Basgen w/ attachments  
     Jim Nunn w/attachments  
     File w/attachments
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202  

**JOB NO:** 1029  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPTION:** Add overhead door to central plaza  

**CONTACT:** Beren Blanton  

**PROJECT MANAGER:** Bobby Parti  
**PROP'D REQUEST NO:** 35

**BALANCE OF JOB DURATION (MONTHS):** 22

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**TOTALS:** 0 0 0 2,180 2,180

**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

**SUBTOTAL** 2,180

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**TOTAL PRICE WITH FEE** 2,222
February 25, 2004

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202  

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
Proposed Change 019  

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 019 dated February 19, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the credit amount of ($27,762.00). This change is an Owner requested change.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments  
    Pei Basgen w/ attachments  
    Jim Nunn w/attachments  
    File w/attachments
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
**JOB NO:** 3029  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPTION:** Changes to Valuation Area  
**PROJECT MANAGER:** Bobby Farnsworth  
**PROP'D REQUEST NO:** 56  
**CONTACT:** Bernie Belton

**BALANCE OF JOB DURATION (MONTHS):** 22

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**TOTALS**  
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### EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

### SUBTOTAL

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**TOTAL PRICE WITH FEE**  
(27,762)
January 20, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
Proposed Change 020

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 020 dated January 16, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $113,386.00. This change is an Owner requested change.

$113,386

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
# Proposed Change Order

**Owner:** Dallas County Engineering & Project Management  
**Job No.:** No 729  
**Name:** Henry Wade Juvenile Justice Center  
**Description:** Voice and Data Cabling  
**Project Manager:** Bobby Pena  
**Propd Request No.:** 57 Rev.

**Balance of Job Duration (Months):** 22

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**Total LABOR Costs:** 0

**Total MATERIAL Costs:** 0

**Total Equipment Costs:** 0

**Total SUB Costs:** 98,680

**Total TOTAL Costs:** 98,680

---

**** Exclusions and Qualifications****

1. All work will be performed by CMC subcontractors.

2. This will impact the schedule by an additional 2.5 months.

---

**Subtotal:** 98,680

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**Total Fee:** $10,976

**Total Price with Fee:** $109,656
February 23, 2004

Mr. Bobby Paret
Cadence McShane
14860 Montfort Dr., Suite 270
Dallas, Texas 75240

Re: Henry Wade Juvenile Justice Center
REVISED All-Fair CO # 20 / PC # 20 / Revision # 4

Dear Bobby:

Based on our on site meeting on 2-20-04, we offer the following proposal to furnish and install voice & data wiring as mentioned in above PC. Please see attached description as to deducts and adds requested at site meeting. We have broken pricing down as follows:

Visitation, 3rd Floor Finish Out:
Six Thousand Three Hundred Eighteen Dollars $6,318.00

Visitation Levels 1 & 2, Housing Addition:
Ninety One Thousand Three Hundred Sixty Two Dollars $91,362.00

This quotation will impact the schedule by an additional 2.5 months.

This quotation includes no overtime.

This quotation is good for 30 days.

Please see following breakdown for back up and call if you have any questions.

Sincerely,

John Potter
Vice President

P.O. Box 137033 • Ft.Worth, Texas 76136 • (817) 237-2406 • Fax (817) 237-0558
February 23, 2004

Mr. John Potter
All-Fair Electric
PO Box 137033
Ft. Worth, TX 76136

Mr. Potter,

Advanced Connections, Inc. is pleased to offer the following proposal to provide structured cabling services for The Henry Wade JC expansion Project, including the front building expansion and the new Inmate Housing Facility. We propose to provide a structured cabling system utilizing category 5e for data and category 3 for voice lines.

Our understanding of the scope of work is based on the drawings provided (dated August 12, 2002), correspondence from HKS Transmittal (dated 10/23/03), fax correspondence from Kent Davis dated (January 20, 2004) and as follows:

Suspension

- Install J Hooks per EIA-TIA standards every five-foot for cable. Install 3/8 all thread with drop anchors where required. Shoot hanger wire in other locations.

Closet Build-out

- Install one (1) rack with vertical wire management in the new computer room (P14) located in the new Extension.
- Install one (1) rack with vertical wire management in the new Security office (H224) located in the new Inmate Housing Facility.
- Install fiber enclosures at the top of each rack in all new closets.
- Install 5 - 48 port Category 5e patch panels in the appropriate closet.
- Install horizontal wire managers above and below each panel.
- Ground all racks with #6 ground wire to a ground bus bar in each closet.

Backbone Cabling

- Install one 12-strand 62.5-micron plenum rated armored multi-mode fiber cable from the existing computer room (P227) located on the 2nd floor of the existing building to the new computer room (P214) located on the 2nd floor of the new expansion.
- Install one 12-strand 62.5-micron plenum rated armored multi-mode fiber cable from the existing computer room (P227) located on the 2nd floor of the existing building to the Security office (H224) located on the 2nd floor in the new Inmate Facility.
- Terminate fibers with Corning SC connectors.
- Install one 200 pair category 3 Plenum rated cable from the existing telephone room to new telephone room (E125) located in the new Inmate Housing Facility.
- Terminate the 200 pair cable onto two 100 pair 110 blocks in the new telephone room (E125).
- Terminate the 200 pair cable onto two 100 pair 110 blocks using C-5 clips in the existing telephone closet.

Horizontal Cabling:

- Install 242 Category 5e plenum data lines from the new computer room (F214) or the new Security office (H224) located in the new Inmate Housing Facility.
- Install 263 Category 5e plenum voice lines from the new telephone room (E123) located in the new Inmate Housing Facility or the existing telephone room located on the 2nd floor across the hall from computer room (F227).
- Terminate the data lines onto Category 5e patch panels in the closets.
- Terminate the voice lines onto 300 pair 110 blocks in the closets.

Testing and Certification:

- Provide and install Computer generated labels on all cables, wall plates, and patch panels.
- Certify Category 5e data lines and all fiber lines with a Wire scope 350 testers.
- Provide CAD drawing after completion in electronic form.
- Original architectural drawings must be provided to AC1 in electronic (dweq) format

Exceptions:

- No Core holes are included in this quote.
- No plywood backboards are included in this quote.
- No fire-sleeves are included in this quote.
- No patch cables are included in this quote.

Base Project Price

$47,100.00

Delete 16 voice and 22 data lines on drawings E.108 and E.109

$3,623.00

- Drawing E.108 - Delete 14 voice and 14 data lines on 1st floor housing (southern section)
- Drawing E.109 - Delete 4 data & 8 voice lines on each of the 2nd and 3rd floors housing

Revised Project Price

$43,477.90

Add 25 voice and 25 data lines to modular furniture locations on 3rd floor Visitation

$4,126.00

Due to proposed cable price increases (estimated at 15%) by our suppliers, it is important to note that our proposed price will remain the same until March 1, 2004. However, if we are unable to obtain a notice to proceed prior to this date and order the required materials, we will have to adjust our price accordingly. Therefore, time is of the essence for us to be able to provide the best value to the end user.
We look forward to working with you on your requirements, and thank you for considering Advanced Connections Inc. Naturally, should you have any questions regarding this proposal, or require further information, please do not hesitate to give me a call.

Sincerely,

Mark E. Baumann
Vice President
Advanced Connections, Inc.
December 5, 2003

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
Proposed Change 022

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to  
Proposed Change number 022 dated December 3, 2003. We have reviewed this information and  
to the best of our knowledge and belief, it represents a fair and reasonable request for in the  
amount of $1,853.00. This Proposed Change was issued to address a fire damper that was  
missed in Proposed Change 007 (Building Code Clarifications).  

If you have any questions, or you require any additional information, please feel free to contact me  
at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

CC:  
Paul Liptak w/ attachments  
Pei Basgen w/ attachments  
Jim Nunn w/attachments  
File w/attachments
# PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202

**JOB NO:** 3029  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPT:** Furnish and install fire damper Central Plant

**CONTACT:** Benie Blanton

**PROJECT MANAGER:** Bobby Paves  
**PROP# REQUEST NO:** 59

**BALANCE OF JOB DURATION (MONTHS):** 22

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**TOTALS**  
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**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

| SUBTOTAL | $1,667 |

| INSURANCE/BOND | 1.02% | $19 |
| P & P BOND | 0.00% | $0 |
| FEE ON SUBCONTR | 10.00% | $167 |
| TOTAL FEE | $186 |

**TOTAL PRICE WITH FEE**  
$1,853
December 19, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
Proposed Change 023

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 023 dated December 18, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the credit amount of ($1,600.00). This Proposed Change was issued to delete the concrete overhangs at the outdoor recreation yards and replace them with the security wire mesh.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
### PROPOSED CHANGE ORDER

**Owner:** Dallas County Engineering & Project Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202  
**Contact:** Bernie Blance

**Job No:** 3029  
**Name:** Henry Wade Juvenile Justice Center  
**Description:** Delete concrete overhangs & add security fence at court yards

**Prop Request No:** 60  
**Project Manager:** Bobby Pratt  
**Balance of Job Duration (Months):** 22

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**Totals:**  
0 0 0 (1,600) (1,600)

**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

**Subtotal:**  
$1,600

**Subtotal:**  
01-2115-2

**Insurance/Bond:** 1.02%  
$0

**P & P Bond:** 0.00%  
$0

**Fee on Subcontr.** 10.00%  
$0

**Total Fee:**  
$0

**Total Price with Fee:**  
$1,600
December 19, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
Proposed Change 024

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 024 dated December 03, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $1,254.00. This Proposed Change was issued to install painted Tectum ceilings in the shower rooms on the 2nd and 3rd floors in lieu of the specified painted ceilings.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
### PROPOSED CHANGE ORDER

**JOB NO:** 3019  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPT:** Housing Shower Ceiling  
**PROJECT MANAGER:** Bobby Parr  
**PROP'D REQUEST NO:** 61  
**BALANCE OF JOB DURATION (MONTHS):** 22

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**TOTALS**

|                |      |      |      |      | 1,129    |      | 1,129    |

### EXCLUSIONS AND QUALIFICATIONS

1. All work will be performed by CMC subcontractors.

### SUBTOTAL

- **01-2115-2**
  - INSURANCE/BOND: 1.02%
    - $12
  - P & P BOND: 0.00%
    - $0
  - FEE ON SUBCONTR: 10.00%
    - $113

**TOTAL FEE**

- $125

**TOTAL PRICING WITH FEE**

- $1,254
December 10, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
   HKS Project No. 5787
   Proposed Change 028

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to Proposed Change number 028 dated December 8, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the credit amount of ($17,925.00). The steel angle closures at the top of the CMU walls was not needed and have been deleted from the project.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
900 Commerce St, Ste 900  
Dallas, Texas 75202

**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPT:** Delete angles at load bearing walls

**PROJECT MANAGER:** Bobby Pare  
**PROP'ED REQUEST NO.:** 75

**BALANCE OF JOB DURATION (MONTHS):** 22

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**TOTALS**  
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**** EXCLUSIONS AND QUALIFICATIONS****  
1. All work will be performed by CMC subcontractors.

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**TOTAL PRICE WITH FEE**  
($17,925)
December 10, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 77

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 77 dated December 8, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $5,218.00. This change is required to address the existing motor control center.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
### PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
600 Commerce St, Ste 900  
Dallas, Texas 75202  

**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPT:** RFI46 & RFI80 Central Plant Revisions  

**CONTACT:** Bennie Bannin  

**JOB NO:** 3029  
**PROJECT MANAGER:** Bobby Farm  
**PROP' D REQUEST NO:** 77  
**BALANCE OF JOB DURATION (MONTHS):** 22  

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**TOTALS**  
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****** EXCLUSIONS AND QUALIFICATIONS******  
1. All work will be performed by CMC subcontractors.

**SUBTOTAL**

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**TOTAL PRICE WITH FEE**

$5,218
February 25, 2004

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
CMC 78A

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 78A dated January 19, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable "estimate" in the amount of $30,679.00.

This proposal is for repairs to wall and ceiling damage caused by the upgrade to the existing fire alarm system approved in Change Order number 03. I would recommend that this work be done on a time and material basis and tracked by the contractor. The proposed cost is an "estimate" by the contractor due to the fact that they do not know the extent of the repairs until after the fire alarm upgrade is completed. Please let me know what action you would like me to take in regard to this matter.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments  
Pei Basgen w/ attachments  
Jim Nunn w/attachments  
File w/attachments
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
**JOB NO:** 3029  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPT:** Fire Alarm for the existing building  
**CONTACT:** Bernie Holman  
**PROJECT MANAGER:** Bobby Pare  
**PROP'D REQUEST NO:** 78 A  
**BALANCE OF JOB DURATION (MONTHS):** 22  

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*EXCLUSIONS AND QUALIFICATIONS***

1. All work will be performed by CMC subcontractors.

**SUBTOTAL**  

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**TOTAL**  

| TOTAL PRICE WITH FEE | 30,679 |
December 10, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 81

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 81 dated December 8, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $7,241.00. This change is required to address unforeseen conditions for moving conduits in the existing building to facilitate the installation of the new MEP systems.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
Pei Basgen w/ attachments
Jim Nunn w/attachments
File w/attachments
# PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202  

**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPT:** Reframe Ceiling in Classrooms and remove Electrical Existing Building  

**CONTACT:** Brian Blass  

**PROJECT MANAGER:** Bobby Fearn  
**PROP'D REQUEST NO:** 81  
**BALANCE OF JOB DURATION (MONTHS):** 12

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**TOTALS:**  
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**** EXCLUSIONS AND QUALIFICATIONS****  
1. All work will be performed by CMC subcontractors.

**SUBTOTAL:**  
$6,517

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**TOTAL FEE:**  
$724

**TOTAL PRICE WITH FEE:**  
$7,241
March 9, 2004

To: Commissioners Court

From: Dan Savage

Subject: Dallas CBD Comprehensive Transportation Study

Background
On June 3, 2003, by Court Order 2003-987, the Dallas County Commissioners Court approved an Interlocal Cooperative Agreement with the North Central Texas Council of Government, the City of Dallas and the Dallas Area Rapid Transit for the development of a comprehensive transportation plan for the Dallas Central Business District (CBD). The project team working on the project has identified additional modeling needs which need to be funded for the project study to cover the various issues that need to be considered as part of this effort. By Court Order 2003-987, Dallas County committed $25,000 from the Parking Garage/Plaza Project Fund (Account 196.8130.2001.0.70126) for this project. A letter of request for this funding is attached.

Impact on Operations
This study is designed to develop an updated transportation plan for the Dallas CBD. As part of this study Dallas County has asked that the following requests be reviewed: (1) narrow or close Main Street between Houston and Market; (2) make Houston Street two-way from Young through Elm Street and widen the sidewalk on the east side of Houston by eliminating the on street parking; (3) narrow Market Street by widening the sidewalk on the west side to line-up with the West End sidewalks; and (4) approve the ingress and egress design for the new parking garage on Market Street.

The original funding came from the Plaza/Parking Garage project because that project will be developed in the context of the traffic grid around the county’s downtown campus. This request could also be charged to the project.

Legal
This funding request should be processed as an amendment to the original Interlocal Cooperative Agreement among the parties.
**Recommendation**

I recommend that this request for additional funding for the Dallas CBD study in the amount of $10,000 be approved and that it be charged to the Plaza/Parking Garage project.

Recommended by:

[Signature]

Dan Savage, Assistant Administrator for Operations

Attachment
February 25, 2004

Mr. Dan Savage
Assistant Administrator
For Operations
Dallas County Commissioners
Court Administration
411 Elm Street, 3rd Floor
Dallas, Texas 75202-3317

Dear Mr. Savage:

Due to changes in the Dallas CBD Comprehensive Transportation Study, it is necessary to contract for additional services with Jacobs Civil Inc. in order to receive the comprehensive multi-modal plan that was envisioned. Specifically the proposed changes will switch the TRANPLAN travel demand model to the TransCAD travel demand model, perform a more substantial calibration of the VISSIM model, develop an AM Peak Hour VISSIM simulation model, and expand the study network to include additional intersections.

Staff for the funding agencies concur that these additional tasks are warranted for the successful completion of this study. NCTCOG will provide the 80% percent match to the combined 20% of the remaining partners. We are making every effort to work with the consultant so that all additional costs will be covered with these funds, thereby eliminating any need for additional overruns. The consultants have submitted a cost estimate of approximately $150,000.00. We are negotiating to reduce this cost by realigning some tasks in the current project scope. In order to cover the $150,000.00 as the worst-case scenario we are asking for a $10,000.00 contribution from Dallas County.

If you have any additional questions, please contact me at 214-670-4038.

Sincerely,

Keith Manoy
Project Manager
City of Dallas
March 9, 2004

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Jail Planning Studies

**Background**

By Court Order 2000-906 dated May 2, 2000 the Dallas County Commissioners Court engaged HKS, Inc. to perform various pre-architectural and architectural services relating to needs for County jail facilities. This contract was triggered by the City of Dallas/Texas Department of Transportation project to extend the Woodall Rogers Freeway through the Kays Jail property on Industrial Boulevard and on across the Trinity River. The original schedule on this freeway project has been delayed, but it now appears that the project is back on track and will be moving forward.

As part of the original study effort HKS, Inc. was asked to study the jail variances in the North Tower. The variances cover over 900 beds. Roughly 300 are very minor, technical variances. The other involves the installation of roughly 600 extra beds in cells during the jail overcrowding in the 1990’s. Each year the State Jail Standards Commission had granted a one-year extension on these variances. Recent legislation included in the Dallas County legislative package makes it easier for the State Jail Standards Commission to make minor, technical variances permanent. It may now be possible to obtain permanent variances for the 300 beds with minor variances. The other 600 beds are more problematic and may require some reconstruction or modification to be removed from the list of temporary variances.

HKS, Inc. has prepared study documents on all of the North Tower variance issues. It is now time to refine those documents, prepare conceptual plans for construction options where those are appropriate, and present the preferred options to the State Jail Standards Commission for the review and approval.

**Impact on Operations**

The replacement of the 1000 beds in the Kays Jail is driven by the schedule of the Woodall Rogers Freeway extension. The variances in the North Tower need to be resolved before the County develops its plans to replace the Kays Jail.
Financial Impact
The contract with HKS, Inc. set-up an initial authorization of $271,229 for fees and an expense allowance of $24,980. To date $171,497.82 has been spent. Roughly $111,000 remains for fees and about $14,000 remains for expenses. These funds are available for additional work on the North Tower variance questions.

Legal
This work is within the scope of work authorized by the contract with HKS, Inc. awarded by Court Order No. 2000-906. An amendment to that contract based on the attached fee proposal is included.

Recommendation
Staff recommends the HKS, Inc. be authorized to prepare the necessary studies, documents and plans to remove the 900 plus temporary variances granted by the State Jail Standards Commission from the North Tower and recommends that remaining funds from the initial engagement be used for this purpose.

Recommended by

Dan Savage, Assistant Administrator for Operations

Cc: Allen Clemson
Dan

As we discussed by telephone on March 1, 2004, please accept this email as a definition of major task efforts and the estimate of fee allocation. This information supplements and further defines the HKS letter submitted to you dated February 13, 2004. That letter recommended the remainder of approximately $111,000 for fee services and approximately $14,000 of expense allowance from Court Order No. 2000 906 be utilized to address the jail variance issues.

As stated in the letter, this is HKS estimated maximum fee for performance of the services as we understand them as of this date. The $14,000 expense allowance would be utilized for payment of expenses at cost as defined in the contract.

Task 1

Minor variance analysis, documentation and resolution plan development.
Estimated maximum services billed hourly not to exceed $20,000.00 without prior approval.

Task 2

Double and triple bunk variance analysis, indepth re-examination of issues, development of options, development of design concepts for solution alternatives, and documentation.
Estimated maximum services billed hourly not to exceed $70,000.00 without prior approval.

Task 3

Allowance for professional services to assist the County in further development and meetings/presentations to the Texas Commission on Jail Standards.
Estimated maximum services billed hourly not to exceed $20,000.00 without prior approval.

Please do not hesitate to call for further clarifications of these tasks or with any questions.

Thank you for this opportunity to continue serving Dallas County.
February 13, 2004

Mr. Dan Savage
Administrator for Operations
Dallas County Commissioners Court
411 Elm Street
Third Floor
Dallas, Texas 75202

Re: Jail Variance Consulting Services
Dallas County Jail System Study/Analysis
HKS Project No. 6988

Dear Mr. Savage:

HKS, Inc. was approved to perform services for planning, programming, design and construction phase services for Dallas County via Order No. 2000 906 dated May 2, 2000 and a contract dated May 24, 2000. The initial planning services were contained in the court order via initial authorization of $271,229.00 fee plus an allowance for expenses of an additional $24,980.00. To date, HKS has invoiced and been paid by the County a total of $171,497.82, thus leaving a remainder of approximately $111,000 for fee services and approximately $14,000 of expense allowance.

Included in the services performed to date were pre-architectural services including a needs assessment and programming study and a preliminary TCJS Variance Review Analysis.

HKS, Inc. requests the county to authorize our firm to proceed with further assistance to the county for jail variance consulting under the above-referenced contract utilizing the balance of the authorized fees and expense allowance remaining. These services will be performed on an hourly basis as per the attached hourly rate schedule with an estimated maximum not to exceed the balance of the remaining authorized funds. Should HKS foresee that this estimated maximum might be exceeded, HKS will notify the County for specific direction and approval.

If this agreement meets with your approval, please execute two copies and return one to HKS, Inc. Receipt of the executed letter agreement will act as formal notice to proceed.

Respectfully submitted,

John H. Richardson

Attachment: HKS Hourly Rate Schedule

Approved:
Dallas County

By: ___________________________ Date: ______________
# Hourly Rate Schedule

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These rates are valid for one year from the date of this Agreement. After that time, the rates may increase, at the option of the Architect, by 5% per year.
March 3, 2004

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Shawn Balusek
Budget and Policy Analyst

Subject: Communications and Central Services Request for Training Funds

BACKGROUND
The Communications and Central Services Director has requested approval (attached) for Dallas County to enter into a Personal Services Agreement with Triadd Software for training. The vendor’s software is utilized by the Records Management Department to maintain and track Dallas County records. The software was purchased during FY2000 and training was provided during FY2001 to a limited number of County employees. Since the initial installation of the software, the County has received multiple updates to the software, but has received no training on how to properly utilize the updates. Furthermore, in FY01 the Records Management Officer was the sole individual trained on how to operate the administrative functions of the software. This individual has resigned from Dallas County leaving the department without an employee who can efficiently manage the software.

This briefing will provide a recommendation on Communications and Central Services request.

OPERATIONAL IMPACT
The software allows the Records Management Department and any department that stores files at the Records Center to be able to determine the exact location of a file. Currently, an inefficiency exists where a department requests a file from the Records Center, only to have the Records Center staff advise the requesting department that they already have the file from a previous request.

The training will allow users to gain a better understanding of the software’s features assist with organization, inventory, circulation and destruction of files. In addition, the training will provide an overview on the bar code system that is being utilized in limited County departments. Overall, the training will allow County users to learn how to use the software efficiently and effectively and will allow several individuals in the Records Management Department to become user managers.
FINANCIAL IMPACT
The cost of the software training is $1,850 per day for three days for a total cost of $5,550. The Washington State vendor requested that Dallas County pay travel expenses to include plane, rental car, hotel and per diem in the amount of $1,210. After reviewing the vendors request, the hotel and per diem rates exceed Dallas County's Travel Policy amounts. The vendor has been notified that Dallas County will not reimburse travel expenses in access of County policy. For this, the total travel expense reimbursement will not exceed $1,129. The total cost, including training and travel expenses is $6,679.

Funding is available in 532.0.21420.0 (Escrow Fund, Records Preservation Escrow Account). The actual expenditure source will be 120.1024.5590.2004 (General Fund, Records Management, Other Professional Fees, FY2004) with a reimbursement from the Records Preservation Escrow Account.

RECOMMENDATION
The Office of Budget and Evaluation recommends that Commissioners Court approve Dallas County entering into a Personal Services Agreement with Triadd software to provide Records Management software training to Dallas County for a total not to exceed cost of $6,679.
February 19, 2004

To: Commissioners Court

Through: Ryan Brown, Budget Officer

From: Shawn Balusek, Budget and Policy Analyst

Subject: MOU between Dallas County and Value Options

BACKGROUND:
Court Order 2003-1860, dated October 7, 2003, authorized Dallas County to continue the MOU between Dallas County and Value Options. This MOU includes the following services: Stabilization Beds, Forensic Diversion Unit, Juvenile Programs and Staff Services. During the FY04 budget process, Value Options was advised that a 10% reduction from FY03 to FY04 funding would be required.

As a result of the 10% reduction in funding, Value Options requested and executed the MOU with a decrease in the Forensic Diversion Unit services. The attached MOU is an amendment, whereas the number of individuals served by the Forensic Diversion Unit has been amended from 40 to 21.

This briefing will provide Commissioners Court with information concerning the Forensic Diversion Unit and its function and a recommendation concerning the requested change to the MOU.

IMPACT/OPERATIONS:
HISTORY OF THE FORENSIC DIVERSION UNIT
In January 1999, the Forensic Diversion Unit was established to target 40 mentally ill inmates who frequented the jail system and who were resistant to traditional psychiatric treatments. It was based on the Assertive Community Treatment (ACT) model but with one major difference: the program was designed to assist consumers in understanding and anticipating the consequences of their actions. The three primary goals are: 1) reduce the number/duration of arrests; 2) reduce hospital bed day utilization; 3) reduce the use/dependence on crisis service for treatment.
During the establishment of the Forensic Diversion Unit, “frequent flyer” names were submitted by the Dallas County jail and courts systems; however, not all of the listed individuals could be contacted and 13 were originally reached. This prompted the “pool” to grow through additional referral sources such as Parkland Psychiatric Emergency Room, Terrell State Hospital, and Vernon State Hospital to reach its desired 40-member level.

FORENSIC DIVERSION UNIT OPERATIONS
The Forensic Diversion Unit is designed to provide intensive care management services that include assistance in obtaining housing, linkage to primary care, and linkage to community resources. The program provides aggressive community mental health rehabilitation services designed to improve all aspects of the consumers’ psychosocial functioning.

Forensic Diversion Unit services are provided by a team that includes 3 case managers, a jail liaison, nurse and psychiatrist. The positions are not fully dedicated to the Forensic Diversion Unit, the RN position is .5 of a position and the physician is .25 of a position. Forensic Diversion Unit consumers also benefit from the services of a drug/alcohol counselor and licensed team leader that are actually in the Assertive Community Treatment budget.

The caseworkers service the participants’ needs of housing, health care, and employment, as well as rehabilitation classes that focus on areas such as anger control. The follow-up treatments, visits, etc. are performed by case managers to create an environment from which the consumer will be less likely to be rearrested.

The nurse functions by preparing weekly medication organizers for those clients who are unable to understand prescription dosage or frequency, provide medication education, monitor lab work, and make appropriate referrals on other medical problems. The regular contact that the nurse has with the client allows for the nurse to become very familiar with their behavior and provide the physician with vital information necessary for effective treatment. The physician oversees the entire treatment of the client.

The jail liaison initially was established to identify the high-risk clients in the jail and link them to the treatment team. This position has since evolved to offer multiple services to include coordinating with the jail psychiatric staff, providing information to family members, collaborating with the courts and/or defense attorneys and linkage to services needed immediately upon release from jail.

The Sheriff’s Department provides a list of individuals frequently incarcerated to the jail liaison. The list is then reviewed to exclude those inmates who have already been sentenced to the Texas Department of Corrections or those being transferred to the state hospital. The focus then shifts to those clients who are still in jail and are likely to be released into the community. The jail liaison interviews these specific inmates and advises them of programs and services that they could receive.
Although Metrocare officials have indicated that most often clients who are not sentenced to probation refuse offered services, the jail liaison continues to offer the services if they return to jail. For those clients who accept services or who are court ordered to mental health treatment, the liaison will do an assessment of the client’s needs and resources then link them to the Forensic Diversion Unit.

If a client does not self disclose a mental illness, they may be identified by the jail staff and referred to the jail psychiatric unit. This unit will complete an assessment and make the referral to the most appropriate treatment provider. If the assessment reveals that this inmate has multiple arrests, they may be referred to the Forensic Diversion Unit.

Once the assessment of needs and resources are completed, next is the assessment of the client’s current legal problems. The jail liaison will coordinate with family members, defense attorneys, probation/parole officers, court staff, boarding homes and the social security office, to assure that the client will have a successful release to the community.

When the client is released into the community, the team sees the client approximately three times each week, with most of the contact provided in the community. A treatment plan is completed at admission to address the specific mental health needs of each client. Rehabilitation services include basic living skill training, problem-solving skills, decision-making skills, anger management, mobility training and budget management. As medication compliance is often a major concern, the team delivers medication to many clients weekly. Clinicians also work closely with probation and parole officers to assure the client is in compliance with court orders.

MEMORANDUM OF UNDERSTANDING
As of July 1, 1999, the agreement between the then Dallas County Mental Health and Mental Retardation and Dallas County rolled into the NorthSTAR project at which time the funding for the program was provided to the Behavior Health Organization (BHO), Value Options for funding back into local mental illness programs and services.

The current Memorandum of Understanding (MOU) between Dallas County and Value Options includes multiple services to be provided by Value Options. One of these services is the Forensic Diversion Unit. The MOU states that a specialized unit (Forensic Diversion Unit) will be available to provide intensive services to forty individuals, to be identified by the University of Texas at Galveston Medical Branch, who are the most frequent recidivists in the County jail in need of behavioral health services.

During the FY2004 budget process, the Commissioners Court authorized a 10% reduction in the MOU amount that is paid to Value Options. The amount went from $4,445,473 in FY2003 to $4,000,925 in FY2004, a reduction of $444,548. Once the 10% reduction was approved, Commissioners Court advised Value Options to provide the Court with a plan to meet the 10% reduction.
Value Options has since proposed a reduction in funding for the Forensic Diversion Unit and a reduction in the number of people that it serves. The funding would be reduced by $250,000 and the number served would go from 40 clients to 21 clients. The reduction would entail that the clients that can no longer be accepted into the Forensic Diversion Unit will be converted to regular treatment programs, rather than the Forensic Diversion Unit program. Furthermore, to meet the 10%, an additional $194,548 was proposed to be reduced from general services.

Metrocare officials have indicated that the 19 client slots that are proposed to be reduced from the Forensic Diversion Unit can be absorbed by other services funded by Value Options. Metrocare has indicated that clients can be transitioned into other service programs that meet their individual needs.

**METROCARE’S PROPOSAL TO EXPAND THE FORENSIC DIVERSION UNIT**

Dallas Metrocare has proposed to utilize the FY03 funding levels for the Forensic Diversion Unit to expand services. Metrocare proposes to continue the ACT-like forensic program for 40 high-risk consumers, but also institute a comprehensive post-book-in diversion program for consumers with mental illness who are eligible to bond out of jail. Metrocare proposes that they deliver these services “at-risk” utilizing FY03 funding levels, and in collaboration with other Value-Options funded, community providers (SPN’s). In essence, the current Forensic Diversion Unit level and the addition of a post-book-in diversion program can be achieved by maintaining FY03 funding amounts.

The program would target any individual at the County jail who is mentally ill and who is eligible for a bond by the court and who is a high-risk for incarceration or for multiple hospitalizations.

The following is a description of the post-book in services as proposed by Metrocare.

After the consumer has been booked into jail and has been identified by the Sheriff’s Office as someone who is currently receiving mental health services funded by ValueOptions (or has received services through ValueOptions in the past) the Metrocare jail liaison will:

1) Make immediate contact with those identified consumers who are still in jail to complete an assessment of the inmate’s current legal status and available resources (type of offense, can they bond out, do they have a place to live, is there family support or any financial resources).

2) Contact the identified service provider (SPN); and, for those who can bond out of jail, coordinate release of consumer and notify the service provider of the immediate identified needs.

3) Coordinate with the courts to request a Conditions of Bond for mental health treatment and release to the identified service provider.

4) Coordinate with the other SPN’s to insure consumers are linked to resources.
5) Coordinate with the consumer's family/support system their release into the community.

6) If the consumer has no resources and no residence, immediately begin the coordination for housing services.

7) Consumers that cannot be placed in housing the same day as they are released from jail will be linked to emergency shelter or boarding home.

8) If the consumer is placed in an emergency shelter, the jail liaison staff will continue to work on behalf of the consumer to secure alternative community housing.

Metrocare's jail diversion proposal has the same program goals as Bexar County's jail diversion plan, whereas it strives to establish a comprehensive, coordinated delivery network which is tasked with the identification, diversion from incarceration and treatment of the mentally ill for those individuals who are placed or who are about to be placed within the criminal justice system.

Although Metrocare's jail diversion proposal includes many features of Bexar County's plan including early intervention, early screening and assessment and service and treatment coordination, there are additional features included in Bexar County. The Bexar County plan includes a mobile outreach team to accompany mental health trained Deputy Sheriff to calls for assistance involving mentally ill or mentally retarded and a mental health docket. For comparison, Dallas County currently has a mental health unit (two trained Deputy Constables) assigned to Constable Dupree's Office, but does not have mental illness professionals that accompany the two deputies into the field.

**LEGAL**
The Civil Section of the District Attorney's Office has reviewed the amended MOU and approves the amended MOU as to form. The Section finds that it is legally sufficient to strike through the number of individuals to be served by the Forensic Diversion Unit and modify the number of individuals to be served by the Forensic Diversion Unit accordingly. The number of individuals previously served was 40. The number of individuals now being served has been amended between the parties to 21. The Section recommends that all parties to the MOU, including Dallas County, initial the amended number change to make it binding and effective.

**FINANCIAL IMPACT:**
During the FY2004 budget process, the Commissioners Court authorized a 10% reduction in the MOU amount that is paid to Value Options. The amount went from $4,445,473 in FY2003 to $4,000,925 in FY2004, a reduction of $444,548. Once the 10% reduction was approved, Commissioners Court advised Value Options to provide the Court with a plan to meet the 10% reduction.
Value Options has since proposed a reduction in funding for the Forensic Diversion Unit and a reduction in the number of people that it serves. The funding would be reduced by $250,000 and the number served would go from 40 clients to 21 clients. The reduction would entail that the clients that can no longer be accepted into the Forensic Diversion Unit will be converted to regular treatment programs, rather than the case rate Forensic Diversion Unit program. Furthermore, to meet the 10% an additional $194,548 is to be reduced from general services.

Metrocare has proposed to add a jail diversion program, as illustrated on the prior page, if FY03 funding levels are maintained and Commissioners Court is willing to approve additional funds to make up for Value Options $250,000 reduction.

**Forensic Diversion Unit’s Performance Measures**

<table>
<thead>
<tr>
<th></th>
<th>Average End-of-Month Census</th>
<th>Total Consumers Served</th>
<th>Client Re-Arrests</th>
<th>Average Days Spent in the Program</th>
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<td>FY00</td>
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<tr>
<td>FY02</td>
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<tr>
<td>FY03</td>
<td>39</td>
<td>86</td>
<td>10</td>
<td>189</td>
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</table>

**RECOMMENDATION:**

The Office of Budget and Evaluation recommends that Commissioners Court execute the amended FY2004 MOU with Value Options proposed reduction of Forensic Diversion Unit services from 40 to 21 clients for a savings of $250,000 and a reduction in general services for a savings of $194,548. Furthermore, it is recommended that the amended number of individuals in the Forensic Diversion Unit of the MOU be initialed by all parties listed in the MOU.

Lastly, it is recommended that Metrocare’s formal jail diversion plan be considered during the FY2005 budget process.
MEMORANDUM OF UNDERSTANDING
BETWEEN
DALLAS COUNTY
AND
VARIOUS PARTICIPANTS IN THE
DELIVERY OF BEHAVIORAL HEALTH SERVICES
UNDER THE NORTHSTAR
MANAGED CARE PROGRAM
FOR
ENHANCEMENT OF BEHAVIORAL HEALTH SERVICES
IN DALLAS COUNTY

1.0 Purpose: The purpose of this Memorandum of Understanding is to describe Dallas County’s ("County") specific expectations relative to the delivery of mental health and substance abuse services, and to describe County's payment for enhanced behavioral health services.

2.0 Parties: The participants in this Memorandum of Understanding are the corporation chosen to manage behavioral health services, ValueOptions, Inc. (hereinafter called "Behavioral Health Organization" or "BHO"), the Dallas Area NorthSTAR Authority ("DANSA"), the Texas Department of Mental Health and Mental Retardation ("TDMHMR"), and Dallas County.

3.0 Services to be Provided by BHO - The BHO agrees that the following services are to be included within the overall scope of treatment options available for residents of the County:

Stabilization Beds - Persons placed under Order of Protective Custody in Dallas County, pursuant to §574.001 of the Health and Safety Code, will be stabilized and diagnosed at a location or locations selected to maximize the cost effectiveness of the plan.

Forensic Diversion Unit - a specialized unit will be available to provide intensive services to forty individuals, to be identified by the University of Texas at Galveston Medical Branch, who are the most frequent recidivists in the County jail in need of behavioral health services.

Juvenile Programs - the County will be offered acceptable programs which offer special service to juveniles who have been assigned to the Juvenile Department for a first offense, and to juveniles who require intensive wrap-around services.
Staff Services - the County will be provided the following staff resources:

- up to sixteen hours per week of psychiatric consulting time on site at the Dallas County Juvenile Department;
- one full-time equivalent behavioral health liaison whose primary work location is the Dallas County Mental Illness Court;
- one full-time equivalent behavioral health liaison whose primary work location is the Dallas County Jail;
- one full-time equivalent behavioral health service liaison whose primary work location is the Dallas County Juvenile Department.

4.0 Services to be Provided by DANSA: DANSA agrees that it will provide the following services for the residents of Dallas County:

Training - DANSA will utilize a portion of its budget to provide training in dealing with individuals with mental illness for law enforcement agencies in the County.

Performance Reporting - DANSA will provide a year-end performance report to the Dallas County Commissioners Court related to each of the items contained in section 3.0 and its training responsibility contained in this section. DANSA will work with the County in determining the form and format of the performance report. This report will assess the degree to which the BHO has complied with this agreement and provide suggestions from improvement.

Mediation Services - DANSA will facilitate continued discussions between the County and the BHO to provide an early resolution of disagreements that may arise.

5.0 Services to be Provided by TDMHMR - TDMHMR will provide the following services to Dallas County:

Output Reporting - TDMHMR will make available to the County a data book, updated quarterly, regarding the overall performance of the managed care pilot. TDMHMR will also make available to the County a monthly Data Management Report. This data set will be received before any payment is released by the County. A copy is provided in Attachment A.

Future Planning - At the time in which TDMHMR plans to incorporate additional services currently being provided by the County into the NorthSTAR program (e.g. jail health services), it will notify the County of its intentions and will seek approval by Commissioners Court.

6.0 Payment by County: County has agreed to make twelve monthly payments of three hundred thirty-three thousand four hundred ten dollars and forty-one cents ($333,410.41) to TDMHMR for distribution to the BHO, beginning October 1, 2003. Each such payment will be initiated by the Dallas County Office of Budget and Evaluation after receipt of all management data then due to the County pursuant to the “Management Data Plan.”
6.1 Adequacy of Service Delivery: County's continued payment will be contingent on adequacy of service delivery, as solely determined by the Dallas County Commissioners Court with the assistance of DANSA. This determination will be made according to performance and outcome measures and quality assurance reports required by the State's contract with the BHO in Article X, and Appendices 10 and 4 and incorporated herein by reference for all purposes.

6.2 Retainage: In addition to the payment specified in Section 6.0, County agrees to designate an additional $200,000 to use as follows:

6.2.1 County will use the retained $200,000 to pay for any mental health costs that arise during the contract period that, in the judgment of the Dallas County Commissioners Court, are the result of service gaps that could reasonably be attributed to the transition to managed care.

6.2.2 If the Dallas County Commissioners Court is thoroughly satisfied with the performance of the BHO and has not had to pay bills described by Section 6.2.1, the Commissioners will turn the entire retainage over to the BHO after twelve months from the start of this contract. If increased costs to the County or decreased expenditure levels are realized because of the County's participation in NorthSTAR, they will be included in the calculation of the amount of retainage to be released (Attachment B). The total released retainage will not exceed $200,000 for the current contract period. The BHO must affirm that no less than their contracted Direct Service Claims Target percentage of the retainage will be spent on direct service. DANSA will advise the Dallas County Commissioners Court on the BHO's individual performance according to criteria established in the State's contract with the BHO, as mentioned above in Section 6.1.

6.3 Voluntary Payment: BHO, DANSA, and TDMHMR recognize that all County payments are discretionary and are made as a result of a Dallas County Commissioners Court decision to augment services to persons in Dallas County.

7.0 Term: The term of this Memorandum of Understanding begins on the start date and continues for twelve months or until terminated upon sixty (60) days written notification by any party to all other parties.

8.0 Attest: The parties to this Memorandum of Understanding herewith agree to the provisions contained herein.
COUNTY: 

DALLAS AREA 
NORTHSTAR AUTHORITY:

BY:  Margaret Keliher  
     Dallas County Judge

BY:  David Young  
     Executive Director

RECOMMENDED:

BY:  Ryan Brown  
     Budget Officer

BY:  Karen Hale  
     Commissioner

APPROVED AS TO FORM*:

BY:  Bob Schell  
     Chief, Civil Section

BY:  Carole Matyas  
     Executive Director

*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).
Parkland Health and Hospital Contract Briefings

<table>
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<tr>
<th>UT CONTRACTS</th>
<th>Vendor</th>
<th>Contract Term</th>
<th>Contract Amount</th>
<th>Revenue/Expense</th>
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The Office of Budget and Evaluation recommends that the above listed contracts be approved by Commissioners Court.

Additional information regarding the above listed contracts can be obtained on Information Item # 2b
March 4, 2004

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Carlo P. Pacot, Budget and Policy Analyst

SUBJECT: Rationale for Same Day Briefing and Court Order

Court Order needs to be executed before the March 15, 2004 SCAAP application deadline in order to legally submit the online SCAAP application before or by the deadline date.
March 4, 2004

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Carlo P. Pacot, Budget and Policy Analyst

SUBJECT: FY2004 State Criminal Alien Assistance Program (SCAAP) Payment Application

Background
The Department of Justice through the Bureau of Justice and Assistance (BJA) announced the availability of funding through the FY2004 State Criminal Alien Assistance Program (SCAAP). SCAAP is authorized by Section 241 of the Immigration and Nationality Act of 1990 to provide federal assistance to states and localities that are incurring costs of incarcerating undocumented criminal aliens who have been convicted of state and local offenses. Since FY97, Dallas County has applied for and received six SCAAP payments totaling over $8 million.

On its 5th year, the FY2004 application process is managed entirely through the Internet. All applications and transfer of supporting inmate data are conducted online, including the electronic signing of the online application form. The BJA SCAAP application deadline is, March 15, 2004. The reporting period covers inmate data from July 1, 2002 through June 30, 2003.

The purposes of this briefing is to make recommendation to the Commissioners Court to apply for the FY2004 SCAAP payment and to authorized an Office of Budget and Evaluation representative to electronically sign the name of the County Judge to the online application form.

Financial Impact
The SCAAP payment is a direct partial reimbursement to the General Fund for County expenditures related to incarcerating undocumented convicted criminal aliens from July 1, 2002 though June 30, 2003. The Office of Budget and Evaluation expects a payment of about $200,000.

Recommendation
The Office of Budget and Evaluation recommends that the Commissioners Court apply for the FY2004 SCAAP payment and authorize the electronic signature of the County Judge to the online application form.
March 9, 2004

MISCELLANEOUS

1) **HEALTH & HUMAN SERVICES** - requests approval to accept a $3,000 donation from the Hillcrest Foundation for the purchase of food for Dallas County indigent residents.

2) **DISTRICT COURT ADMINISTRATION** - requests approval:
   a) for the use of ten courtrooms (Criminal District Court #1, #2, #4, 194th, 195th, 204th, 265th, 291st District Courts, 203rd Judicial District Court, and Aux. Court #4) in the Frank Crowley Courts Building by the Texas Wesleyan University School of Law for final trials on Saturday, April 24, 2004 from 8:00 a.m. until 2:00 p.m.
   
   b) for the use of two courtrooms and jury rooms located in the Frank Crowley Courts Building by Jay Schwarz, Instructor of the Intensive English Program with the University of Dallas, Graduate School of Management on Thursday and Friday, March 11th and 12th, 2004. One courtroom would be needed from 9:00 a.m. to 4:00 p.m. both days and the other courtroom would be needed from 12:00 p.m. to 4:00 p.m. both days for mock trial competition.

3) **HUMAN RESOURCES/CIVIL SERVICES** - requests approval:
   a) for the Auditor’s Office to process and pay health insurance premiums to Blue Cross Blue Shield of Illinois for the HMO Plan premiums for the month of March 2004 in accordance with rates agreed upon with the Public Employee Benefit Cooperative and as presented during Dallas County’s 2004 Budget Hearings. Language in the final contract is being revised. The PEBC Executive Director anticipates that the date for final presentation of the contract will be March 16, 2004.
   
   b) for the Auditor’s Office to process and pay dental insurance premiums to Safeguard Dental Plans, in accordance with rates agreed upon with the Public Employee Benefit Cooperative and as presented during Dallas County’s 2004 Budget Hearings. Language in the final contract is being revised. The PEBC Executive Director anticipates that the date for final presentation of the contract will be in March 2004.
4) **FACILITIES MANAGEMENT** - requests approval for the Sixth Floor Museum to have an electronic technician on site at the Commissioners Court Administration Building on Sunday March 14, 2004 from 1:00 p.m. to 4:00 p.m. during the Jack Ruby panel discussion approved in Court on February 24, 2004. Salary expenses will be paid by the Sixth Floor Museum. Facilities Management will prepare the necessary paper work with the appropriate fees.


TRAVEL REQUESTS

5) **PUBLIC WORKS DEPARTMENT** - requests approval for Carter Ferguson to attend and participate in the Computing Replacement Housing Payments-Course 504 in Dallas, Texas on March 18-19, 2004: $177 (registration fee) is available in General Fund, Public Works Department, Conference/Staff Development Account, FY Budget 2004, (00120.2010.2050.2004).

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

a) Thomas J. Davis to conduct a Syphilis Workshop in McKinney, Texas on March 23, 2004: $47 is available in Grant Fund, STD Trg/CDC Department, Conference Training Account, FY Budget 2003, (00466.08900.02460.2003).


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


MISCELLANEOUS EQUIPMENT

(1) **DEPARTMENT:** 1020 Commissioners Court Administrator
**ITEM:** 1 - PC wireless card ($134.99)
**ESTIMATED COST:** $134.99
**FUNDING SOURCE:** Reserves & Contingency Furniture/Equipment
**EXPENDITURE SOURCES:** 00120 1020 02093 2004 (General Fund, Commissioners Court Administrator, Computer Equipment, less than $5,000, FY2004)
**PROPOSED ACTION:** The Commissioners Court Administrator is requesting to replace a wireless PDA with PC wireless card. The replaced PDA will be transferred to Security and Emergency Management. Recommended by the MIS Director.
(2) DEPARTMENT: 1035 Tax Assessor/Collector
ITEM:
2 - four drawer letter size vertical file cabinets($175 ea.)
ESTIMATED COST:
$350
FUNDING SOURCE:
Reserves & Contingency Furniture/Equipment
EXPENDITURE SOURCES:
00120.1035.02090.2004 (General Fund, Tax Assessor/Collector, Property less than $5,000, FY 2004)
PROPOSED ACTION:
The Tax Assessor/Collector is requesting to purchase two new four drawer letter size vertical file cabinets for the Chief Deputy and for the Richardson sub-station. Recommended by Records Management.

(3) DEPARTMENT: 1022 Facilities Management
ITEMS:
1 - Ten Ton A/C Unit
ESTIMATED COST:
$11,000
FUNDING SOURCE:
Wilmer Rehab Escrow Account
EXPENDITURE SOURCE:
00532.0000.21310.0.0.94045 (Escrow Fund, Escrow Contribution, Wilmer Drug Escrow)
PROPOSED ACTION:
The Facilities Management Department requests authorization to purchase a ten ton A/C unit that serves the cafeteria section of the Administration Building. The current A/C unit is in need of replacement due to age and difficulty finding replacement parts. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: 1080 Purchasing
ITEMS:
13 - Partition Panels
ESTIMATED COST:
N/A
FUNDING SOURCE:
Surplus
EXPENDITURE SOURCE:
N/A
PROPOSED ACTION:
The Purchasing Department is requesting Commissioners Court approval to transfer 13 partition panels from Surplus to their department. The panels will be used as part of the Purchasing Department’s effort to reorganize their office space. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: 3128 Sheriff’s Office, Bonds Division
ITEMS:
8 - Conference Room Chairs
2 - Straight Back Chairs
1 - Secretary Chair
1 - Computer Work Station with Hutch
ESTIMATED COST:
N/A
FUNDING SOURCE:
Surplus
EXPENDITURE SOURCE:
N/A
PROPOSED ACTION: The Sheriff's Office, Bonds Division, is requesting Commissioners Court approval to transfer office furniture from Surplus to their division. The furniture will be used to furnish offices that were created when the Bonds, Central Intake and Classification/Release divisions were relocated to the same floor at the Lew Sterrett Justice Center. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT: 1022 Facilities Management
ITEM: Cable for Sewer Line/Duct Work Video Camera System
ESTIMATED COST: $3,300
FUNDING SOURCE: Within Budget
PROPOSED ACTION: The Facilities Management Department requests authorization to purchase a cable that can be utilized on the department's video/line locator system that is used for sewer lines and duct work. Currently the cable that the department has can not be used in lines that are smaller than 3". The additional cable will allow the department to troubleshoot and repair 1 1/4" and 1 1/2" lines with greater accuracy and in a much shorter time period. This item was briefed on January 20, 2004 and approved by Commissioners Court with an estimated cost of $1,500 and is now being re-briefed with an increased cost. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

CSCD D-0401027 requests to install a data-line cable on the 1st floor of the east Dallas office to facilitate kiosk application. Installation: $97.81; no recurring cost. Recommended.

IT Services M-0402014 requests to install a data-line cable in the 5th floor computer room of the Records building to extend the demarcation point of the internet DSL service. Installation: $41.50; no recurring cost. Recommended.
Sheriff Personnel M-0402022 requests to install a phone line on the 1st floor of the Kays facility room 146 to relocate employee. Installation: $33.00; no recurring cost. Recommended.

Constable Precinct 5 D-0402007 requests to install two data-line cables in the administration area for two new computer workstations. Installation: $33.00; no recurring cost. Recommended.

Treasurer M-0401029 requests to relocate a single-line phone in room 303 on the 3rd floor of the Records building from a desk to a table for general staff use. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

District Clerk Administration D-0402008 requests to install a data-line cable in room 992 on the 2nd floor of the FCCB for a new network printer for Felony Collections. Installation: $55.00; no recurring cost. Recommended.

Sheriff Bond Section M-0402016 requests to replace a single-line phone with a multi-line phone in room B4 on the 1st floor of the FCCB to allow assistance to clerk with increased call volume. Equipment: $38.00; Installation: $0.00, labor covered by contract; no recurring cost.

District Attorney M-0401022 requests to identify a single-line phone in room C4-3 on the 11th floor of the FCCB. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

Tax Office M-0401057 requests to install a single-line phone on the ground floor of the Records building for use by the Supervisor. Equipment: $38.00; Installation: $0.00, labor covered by contract; no recurring cost.

Health & Human Services M-0402015 requests to relocate extension 1805 to room 255 and extension 1985 to room 240 due to changes in department. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

GACB Cafeteria M-0402017 requests to reprogram extension 7350 on the ground floor of the GACB in the cafeteria. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

Criminal District Court #2 D-0401026 requests to install a single-line to be used with a modem on the 7th floor of the FCCB room A-12. Installation: $43.00; no recurring cost. Recommended.
Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.

Pager

Public Defender M-0310004 requests to provide a digital pager for a new Attorney in the department for communications. Installation: $0.00; monthly recurring cost: $2.75. Recommended.

Pagers are funded by the requesting department unless otherwise indicated.