DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

March 16, 2004

REPORTS/RECOMMENDATIONS/REQUESTS

1) HEALTH and HUMAN SERVICES
   a) Contract Awards for Housing Opportunities for
      Persons with AIDS 2003 Funds ........................................ 4-8
   b) Professional Services Contract with Carol Maytum .................. 9-32
   c) FY 2004-2005 Ryan White C.A.R.E. Act Title II
      Contract Awards .......................................................... 33-51
   d) Request for Memorandum of Understanding Renewal
      of Subgrant Agreement Between Home Loan Counseling
      Center and AARP Foundation ........................................... 52-58

2) ELECTIONS
   Updated Prices and Additions for Items Sold by the
   Elections Department ...................................................... 59-60

3) SHERIFF
   Grant Application for Project Safe Neighborhood Funds
   Overtime for United States Marshal Task Force .......................... 61-64

4) JUVENILE
   FY 2004 Residential Substance Abuse Treatment Grant .................. 65-71
5) COMMUNICATION and CENTRAL SERVICES

Acceptance of Seized Vehicle ............................................. 72

6) PURCHASING

Annual Contract for Ammunition, Bid No. 2003-112-1357
(Insurance Requirements) .................................................. 73

7) COUNTY TREASURER

Financial Options for the Historical Plaza Parking Garage ............ Insert

8) HUMAN RESOURCES/CIVIL SERVICE

a) Community Information and Education Fair .......................... 74

b) Review and Approval of the Sheriff’s Department
   Minimum Requirements Law Enforcement and Detention
   Service Supervisor and Manager Positions .......................... 75-102

c) Fort Dearborn Life Insurance Amendment ............................ 103-105
   (COURT ORDER ON FORMAL AGENDA)

d) 2004 Benefit Cafeteria Plan ............................................. 106-150
   (COURT ORDER ON FORMAL AGENDA)

9) FACILITIES MANAGEMENT

Dallas County Employees Credit Union Lease .......................... 151-158

10) OPERATION

a) Parking Garage Revenue Update ....................................... 159-183

b) Schematic Design of Proposed Parking Garage ....................... 184-186

11) PUBLIC WORKS

Congestion Mitigation Air Quality (CMAQ) Projects ..................... 187-198
12) **STAFF**

Policy Revision - Home Storage of County Vehicles ............... 199-201

13) **BUDGET**

Transportation of Mental Illness Patients MOU .................. 202-228

14) Sports Venue Development Project .............................. N/A

15) Re-Engineering Government ..................................... N/A

16) Miscellaneous, Travel Requests, Miscellaneous Equipment, and Telecommunications Requests ......................... 229-235

17) **PUBLIC COMMENTS**

Speakers ................................................................. N/A

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

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**
TO:                COMMISSIONERS COURT

FROM:             ZACHARY S. THOMPSON, DIRECTOR

DATE:            MARCH 16, 2004

SUBJECT: CONTRACT AWARDS FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS 2003 FUNDS

Background of Issue
The United States Department of Housing and Urban Development (HUD) administers the Housing Opportunities for Persons with AIDS (HOPWA) grant program. These funds are available to provide housing and related services to persons affected by HIV in the Dallas Eligible Metropolitan Statistical Area (EMSA), which includes Dallas, Collin, Denton, Hunt, Ellis, Henderson, Rockwall, and Kaufman counties (Effective October 1, 2004, Delta County will replace Henderson County in the EMSA.). The City of Dallas is the grantee and legal recipient of the HOPWA funds. For the past nine years, the City of Dallas has entered into an interlocal agreement, by council resolution, with Dallas County as the project sponsor, and Dallas County Health and Human Services (DCHHS) as the Administrative Agency to administer the service delivery component of the HOPWA program. The Dallas County Judge appoints members of the Dallas Ryan White Planning Council (RWPC). The RWPC is charged with the responsibility of establishing priorities for the allocation of HOPWA funds and determining the categorical allocation by service category.

The Dallas City Council, by Council Resolution No. 03-2722, approved the Interlocal Cooperation Contract with Dallas County to continue as the project sponsor, and DCHHS to continue as the Administrative Agency. The term of the Interlocal Cooperation Contract is January 1, 2004, through September 30, 2006. On February 24, 2004, the Dallas County Commissioners Court approved the Interlocal Cooperation Contract with the City of Dallas in Court Order No. 2004-341.

On April 9, 2003, the RWPC established the categorical allocations. On October 13, 2003, the Administrative Agency made a request for proposals (RFP) available to all interested parties. The amount available for award was $1,797,923. A proposal submission deadline was 2:00 p.m. on November 10, 2003. The proposals were reviewed and scored by an External Review Committee (ERC), which was comprised of individuals demographically reflective of the Dallas EMA’s HIV/AIDS cases. DCHHS has reviewed the initial recommendations by the ERC and is making final recommendations for the award of contracts to Commissioners Court.
The total FY 2003 HOPWA funds available to Dallas County is $3,438,440, which is being recommended for award as follows: $1,797,923 will be awarded to service providers as shown in budget Attachment A, of which $275,877 remains unallocated; and the remaining award amount of $1,640,517 will be allocated to DCHHS and AIDS Services of North Texas (ASNT) for direct HOPWA program services (including $1,139,286 for DCHHS Emergency/Tenant Based Rental Assistance, $170,305 for DCHHS Supportive Services, $91,672 for DCHHS Administrative Costs, $213,084 for ASNT Emergency/Tenant Based Rental Assistance, $10,518 for ASNT Supportive Services, and $15,652 for ASNT Administrative Costs).

**Fiscal Impact**
DCHHS will receive $91,672 for direct program administration (including staff salaries, benefits, equipment, and supplies).

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

**Legal Impact**
The Dallas County Commissioners Court must approve the award of contracts to specific service providers, and authorize the County Judge to sign the service provider contracts on behalf of Dallas County.

**Recommendation**
It is recommended that the Dallas County Commissioners Court does hereby approve the award of FY 2003 HOPWA contracts to specific service providers as presented in Attachment A, and authorize the County Judge to sign the contracts with the service providers on behalf of Dallas County.

**RECOMMENDED BY:**

[Signature]
Zachary S. Thompson, Director
Department of Health and Human Services

**attachment**
c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
# HOPWA 2003 Award

**Funds Available to Direct Services via RFP**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Recommended Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIDS Services of Dallas</td>
<td>Housing Facilities Operations</td>
<td>$331,267.00</td>
</tr>
<tr>
<td></td>
<td>Supportive Services</td>
<td>$37,134.00</td>
</tr>
<tr>
<td></td>
<td>Administrative Costs</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$378,404.00</strong></td>
</tr>
<tr>
<td>Hillvale Medical Group</td>
<td>Housing Facilities Operations</td>
<td>$103,486.00</td>
</tr>
<tr>
<td>Association-Education</td>
<td>Supportive Services</td>
<td>$107,578.00</td>
</tr>
<tr>
<td>Division</td>
<td>Administrative Costs</td>
<td>$20,400.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$231,464.00</strong></td>
</tr>
<tr>
<td>Legacy Counseling Center</td>
<td>Housing Facilities Operations</td>
<td>$52,977.00</td>
</tr>
<tr>
<td></td>
<td>Supportive Services</td>
<td>$77,100.00</td>
</tr>
<tr>
<td></td>
<td>Administrative Costs</td>
<td>$9,105.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$139,182.00</strong></td>
</tr>
<tr>
<td>Welcome House, Inc.</td>
<td>Housing Facilities Operations</td>
<td>$96,025.00</td>
</tr>
<tr>
<td></td>
<td>Supportive Services</td>
<td>$178,545.00</td>
</tr>
<tr>
<td></td>
<td>Administrative Costs</td>
<td>$26,400.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$322,970.00</strong></td>
</tr>
</tbody>
</table>

**Funds Awarded to Direct Services via RFP**

- **$1,522,046.00**

**Total Unallocated Funds**

- **$275,877.00**

**(A) Funds Available to Direct Services via RFP**

- **$1,797,923.00**

---

# Funds Available to Direct Services via Direct Allocation

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service Category</th>
<th>Amount Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas County Health &amp; Human Services</td>
<td>Emer./Tenant Based Rental Assistance</td>
<td>$1,139,286.00</td>
</tr>
<tr>
<td></td>
<td>Supportive Services</td>
<td>$170,305.00</td>
</tr>
<tr>
<td></td>
<td>Administrative Costs</td>
<td>$91,672.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$1,401,263.00</strong></td>
</tr>
<tr>
<td>AIDS Services of North Texas</td>
<td>Emer./Tenant Based Rental Assistance</td>
<td>$213,084.00</td>
</tr>
<tr>
<td></td>
<td>Supportive Services</td>
<td>$10,518.00</td>
</tr>
<tr>
<td></td>
<td>Administrative Costs</td>
<td>$15,852.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$239,454.00</strong></td>
</tr>
</tbody>
</table>

**(B) Total Funds Awarded**

- **$1,540,517.00**

**Total HOPWA 2003 Award (A+B)**

- **$3,438,440.00**
I. ADMINISTRATIVE COST

A] DCHHS Grants Management Division

1. Personnel

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>%</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Director - Grants Compliance/Client Services</td>
<td>0.80%</td>
<td>623</td>
<td>49,978</td>
</tr>
<tr>
<td>Tom Thomas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversees daily activities and operation of the Grants Division (Cost shared with DCHHS @ 20%, Grant @ 80%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Monitor - Gary Armstrong</td>
<td>1.00%</td>
<td>487</td>
<td></td>
</tr>
<tr>
<td>Conducts programmatic reviews and monitors project sponsors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Monitor - Glenda Nchekwube</td>
<td>1.00%</td>
<td>487</td>
<td></td>
</tr>
<tr>
<td>Conducts programmatic reviews and monitors project sponsors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Monitor - Norma Plei-Brown</td>
<td>1.00%</td>
<td>487</td>
<td></td>
</tr>
<tr>
<td>Conducts programmatic reviews and monitors project sponsors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Analyst - Dan Errol</td>
<td>1.00%</td>
<td>517</td>
<td></td>
</tr>
<tr>
<td>Develops and implements standards of care and outcome measures for services.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Budget Analyst - Mitsos Liauder</td>
<td>1.00%</td>
<td>538</td>
<td></td>
</tr>
<tr>
<td>Monitors financial activities of HIV Grants Management Division. Analyzes and prepares financial/fiscal reports and budgets.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant - Vivian Wilson</td>
<td>1.00%</td>
<td>414</td>
<td></td>
</tr>
<tr>
<td>Provides administrative support.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Analyst - Thomas Reed</td>
<td>1.00%</td>
<td>385</td>
<td></td>
</tr>
<tr>
<td>Collects data and information for various users and provides administrative support.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Office Clerk - Betsy Johnson</td>
<td>1.00%</td>
<td>296</td>
<td></td>
</tr>
<tr>
<td>Provides clerical assistance to HIV grants Staff.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Oper Analyst - Allen Wang</td>
<td>0.50%</td>
<td>338</td>
<td></td>
</tr>
<tr>
<td>Provides assistance with COMPIS reporting and tracking. (Cost shared with DCHHS @ 50%, Grant @ 50%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Supervisor - Tirone Womack</td>
<td>0.50%</td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>Assists with meeting setup for Administrative Agent and its committees. (Cost shared with DCHHS @ 50%, Grant @ 50%).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Analyst/Grants Manager - Shailla Fisher</td>
<td>1.00%</td>
<td>567</td>
<td></td>
</tr>
<tr>
<td>Coordinates and directs administrative activities and oversees the financial operation of Grants Management Division.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Management Officer - Jeff Jordan</td>
<td>1.00%</td>
<td>652</td>
<td></td>
</tr>
<tr>
<td>Provides and prepares various reports required by the grantor. Oversees the management of grants division.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Assurance Advisor - Laura Dennis</td>
<td>1.00%</td>
<td>487</td>
<td></td>
</tr>
<tr>
<td>Provides technical assistance to sub contractors and conducts studies/reviews on current standards of care.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOPWA Supervisor - Crystee Walton</td>
<td>45.00%</td>
<td>17,765</td>
<td></td>
</tr>
<tr>
<td>Coordinates DCHHS Emergency/Tenant Based Rental activities and operation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOPWA Clerk - Nebiat Kidane</td>
<td>100%</td>
<td>25,801</td>
<td></td>
</tr>
<tr>
<td>Processes HOPWA billings and request for payments.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Fringe Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>FTE</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance (Medical/Dental/Life)</td>
<td>8,679</td>
<td></td>
</tr>
<tr>
<td>@5,500 FTE x Alloc Rate</td>
<td>6,879</td>
<td></td>
</tr>
<tr>
<td>Social Security</td>
<td>3,823</td>
<td></td>
</tr>
<tr>
<td>7.65%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement</td>
<td>4,248</td>
<td></td>
</tr>
<tr>
<td>8.50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation (HOPWA Admin)</td>
<td>161</td>
<td></td>
</tr>
<tr>
<td>0.50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation (HOPWA Supervisor)</td>
<td>1,057</td>
<td></td>
</tr>
<tr>
<td>5.95%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Administrative Cost: $224,945
3. Other Administrative Costs

Telephone: local and long distance, and internet access time. All means necessary to communicate with contractors, the community, grantor, and to obtain HIV/AIDS information.

100

General consumable office supplies to support HOPWA grant related activities.

1,500

Copier rental and printing charges for HOPWA grant related activities.

1,279

Postage for HOPWA grant related materials.

1,000

Office equipment maintenance for routine maintenance of HOPWA grant equipments.

150

Advertising for public notice of the RFP to prospective project sponsors.

150

Local mileage @ .375/mile for HOPWA staff to travel within the Dallas EMSA.

500

Training provided to HOPWA admin. staff to keep current on HIV/AIDS issues and job related requirements.

300

Travel for one HOPWA admin. staff to attend National HOPWA Grantee/Project Sponsor Meeting in Washington, DC.

2,199

Audit-Portion in County-wide OMB Cir. A-128 Audit

200

Computer equipment, office equipment, and accessories for HOPWA Caseworkers.

1,000

Indirect Cost for share on all allowable Dallas County cost using The Dallas County Certified Indirect Cost Rate plus Grant Auditors Salary and Fringe.

15,348

B) Subcontractors' Administrative Cost

133,273

1,352,370

II. EMERGENCY/TENANT BASED RENTAL ASSISTANCE

Short term rental assistance, mortgage, utility assistance and long-term tenant based rental assistance to eligible person.

Dallas County EMSA

AIDS Services of North Texas

1,139,286

213,084

III. HOUSING FACILITIES OPERATION/LEASE

Contracts with Community-Based Organizations to provide housing and services to eligible person.

910,858

950,267

IV. SUPPORTIVE SERVICES

A) Subcontractors

779,862

Contracts with Community-Based Organizations to provide direct services to eligible persons and includes, but not limited to health, mental health assessment, permanent housing placement, substance abuse treatment and counseling, daycare, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State and Federal government benefits and services.

B) DCHHS - HOPWA Caseworkers Support

170,305

1. Personnel

HOPWA Supervisor - Crystee Walton

39,477 @ 55% 21,713

HOPWA Caseworker - Vacant

35,822 @ 100% 35,822

HOPWA Caseworker - Charletta Moaning

35,822 @ 100% 35,822

2. Fringe Benefits (FICA, Medicare, Retirement, Medical/Life Insurance, WC)

34,657

3. Unallocated

42,291

V. TOTAL BUDGET

3,438,440
TO: COMMISSIONERS COURT

FROM: ZACHARY S. THOMPSON, DIRECTOR

DATE: MARCH 16, 2004

SUBJECT: PROFESSIONAL SERVICES CONTRACT WITH CAROL MAYTUM

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

Fiscal Impact
Title II grant funds in the amount of $1,500 will be subcontracted to Carol Maytum, professional consultant, for technical assistance. Contract approval is being recommended.

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

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

It is recommended that the Commissioners Court approve the recommendations of DCHHS on the award of these funds to Carol Maytum to provide technical assistance to DCHHS, TDH, and recipients of TDH HIV-related health and social service grants as they implement cost-based reimbursement systems, and authorize the County Judge to sign the contract documents on behalf of Dallas County.

RECOMMENDED BY: Zachary S. Thompson, Director
Dallas County Health and Human Services

attachment
cc: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
THE COUNTY OF DALLAS

THE STATE OF TEXAS

PERSONAL SERVICES CONTRACT FOR ASSISTANCE WITH THE IMPLEMENTATION OF THE TEXAS DEPARTMENT OF HEALTH UNIT COST REIMBURSEMENT SYSTEM FUNDED UNDER THE RYAN WHITE C.A.R.E. ACT TITLE II GRANT

BETWEEN

DALLAS COUNTY,
ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES,
(“County”)

AND

CAROL MAYTUM
(“Consultant”)

1. PURPOSE:

This Contract (hereinafter, the “Contract”) is entered by and between Dallas County (hereinafter, “County”), on behalf of Dallas County Health and Human Services (hereinafter, “DCHHS”), and Carol Maytum (hereinafter, “Consultant”), under authority of Texas Local Government Code § 262.024(a)(4), for the purpose of providing assistance with the implementation of the Texas Department of Health (hereinafter, “TDH”) unit cost reimbursement system under Section 2602(b)(4)(B) of the Ryan White C.A.R.E. Act, as amended by the Ryan White C.A.R.E. Act Amendments of 1996 and 2000.

2. TERM:

The term of this Contract is from a period of April 1, 2004 through March 31, 2005, unless terminated earlier under any provision hereof. Upon expiration of the initial term of this Contract or any period of renewal, Consultant agrees to hold over the terms and conditions of this Contract for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew or re-solicit this Contract.

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

(1) the Budgets, attached hereto as Exhibit A.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Contract or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Contract and any subsequent amendments; and (2) the Budgets, attached hereto as Exhibit A.

5. RYAN WHITE C.A.R.E. ACT TITLE II GRANT FUNDS:

Ryan White C.A.R.E. Act Title II grant funds are awarded by the Texas Department of Health (“TDH”) to provide HIV-related health and social services to persons living with HIV/AIDS (PLWH/A). Locally,
Dallas County Health and Human Services ("DCHHS") administers such grant funds to pay for services within a multi-county service delivery area. The service delivery area for the Ryan White C.A.R.E. Act Title II is called a Health Services Delivery Area ("HSDA") and includes the eleven counties of Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Henderson, Hunt, Kaufman, Navarro, and Rockwall. Contractor ensures that services funded by the Ryan White C.A.R.E. Act Title II grant are available to eligible clients residing in the appropriate service delivery area.

Contractor agrees to full compliance with the mandatory requirements of: (1) the Ryan White C.A.R.E. Act; (2) applicable Code of Federal Regulations, specifically 24 CFR 574; (3) applicable Office of Management and Budget (OMB) Circulars, specifically OMB Circulars A-87, A-110, A-122, and A-133; (4) the General Provisions for Texas Department of Health Contracts; (5) the Uniform Grants Management Standards; and (6) any other requirements or policies applicable to the services provided hereunder. Contractor understands that additional assurances specific to individual service categories may be listed in the Continuum of Care, attached hereto as Exhibit A, and agrees to fully comply with such assurances. Contractor agrees to read and understand the aforementioned grant regulations, requirements, policies and/or standards, as well as the assurances listed in the Continuum of Care, which are available for review at the office of Jeff Jordan, Grants Management Officer, Dallas County Health and Human Services, 2377 North Stemmons Freeway, Suite 200, LB-16, Dallas, Texas 75207-2710.

Contractor and County agree to establish a set of records that comply with the requirements of grant funding under the Ryan White C.A.R.E. Act. Contractor understands that County shall periodically inspect such records to ensure that they are properly being kept. Any discrepancy shall be accomplished to the satisfaction of County within ten (10) days of written notice from County. Contractor and County understand that records shall be retained for at least four (4) years and ninety (90) days following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Contractor and County understand that records are subject to inspection and audit by the Texas Department of Health, the agency awarding the Ryan White C.A.R.E. Act Title II grant funds, or any state or federal agency authorized to inspect such records.

6. SCOPE OF SERVICES:

Consultant shall provide, in a collaborative project team environment, industry knowledge consulting and assistance in the development of reference and implementation materials to guide and assist the DCHHS, Grants Management Division, Unit Cost Technical Assistance Center (hereinafter, "TAC") and recipients of TDH HIV-related health and social service grants as such parties implement a unit cost reimbursement system.

7. CONSULTANT OBLIGATIONS:

(a) Compliance with Title II grant. Consultant agrees to provide the services hereunder in accordance with the goals and objectives of the Ryan White C.A.R.E. Act Title II grant.

(b) Services to be Provided. Consultant shall provide assistance with the implementation of the TDH unit cost reimbursement system under Section 2602(b)(4)(B) of the Ryan White C.A.R.E. Act, as amended by the Ryan White C.A.R.E. Act Amendments of 1996 and 2000.

(c) Deliverables. Consultant shall work in conjunction within designated schedule and on priorities determined by designated TAC personnel in providing services, including, but not limited to, the following:

   (1) drafts and final updates of jointly developed healthcare unit cost implementation tools and educational materials for self-study and implementation training;

   (2) subject matter expert inputs for unit cost project planning and execution by the TAC;
(3) support in development of presentations for TDH audiences; and

(4) consultative advice and assistance via telephone calls and electronic mail to TAC and other approved entities.

(d) **Format of Documents.** Consultant understands and agrees that all materials and documents submitted must be provided in an electronic format that is compatible with County’s information technology capabilities and all data shall be made available to DCHHS upon request.

(e) **“For-Profit” Organization.** Consultant understands and agrees that grant funds are allocated to individual service providers through a combination of competitive and noncompetitive bidding processes administered by the DCHHS Grants Management Division. Awards can be made to public or nonprofit entities, or to “for-profit” entities if such entities are the only available providers of quality HIV care in the area. If Consultant is a “for-profit” organization, Consultant must demonstrate that no profit is made from these funds, in accordance with, “Grants to For-Profit Organizations,” of the Public Service Grants Policy Statement.

(f) **Allowable Uses of Grant Funds.** Consultant understands and agrees that grant funds under this Contract may be used for personnel, fringe benefits, staff travel, supplies, contractual services, and other direct and indirect costs. Reimbursement of administrative activities/expenses in support of this Contract shall be limited to ten percent (10%) of the total value of this Contract. All budget requests are subject to negotiation. Consultant is required to adhere to the federal principles for determining allowable costs. Such costs are determined in accordance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.

(g) **Ineligible Uses of Grant Funds.** Consultant understands and agrees that grant funds may not be used for the following:

- To make cash payments directly to intended recipients of services;

- To purchase, construct, or permanently improve (other than minor remodeling) any building, or other facility;

- Funeral, burial, cremation, or related expenses;

- Criminal defense or for class action suits unrelated to access to services eligible for funding under the Ryan White C.A.R.E. Act;

- Direct maintenance expenses of privately owned vehicles or other costs associated with a vehicle that is operated outside of program purposes;

- To pay local or State personal property taxes;

- To pay for off-premise social/recreational activities;

- To pay for syringe exchange programs;

- To support employment, vocational rehabilitation, or employment-readiness services;

- To reimburse charges that are billable to third party payers (e.g., private health insurance, prepaid health plans, Medicaid and Medicare);

- Outreach activities that exclusively promote HIV prevention education; or

- To purchase condoms.
(h) **Equipment.** Consultant agrees to follow Dallas County guidelines in the procurement of equipment in accordance with Section D of the Dallas County Policies and Procedures Manual, available for review at the office of Jeff Jordan, Grants Management Officer, Dallas County Health and Human Services, 2377 North Stemmons Freeway, Suite 200, LB-16, Dallas, Texas 75207-2710. Consultant agrees to maintain documentation of all procurement procedures and to provide such documentation to County for approval prior to obligating any grant funds.

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

(j) **Future Awards.** Consultant understands and agrees that its failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future allocations of grant funds administered by County.

8. **EQUIPMENT AND SUPPLIES:**

(a) The purchase, procurement, and maintenance of any equipment and supplies under this Contract shall be in conformity with applicable federal laws, regulations, and rules affecting the purchase of such items with TDH grant funds.

(b) The term “equipment” as used in this Contract shall mean all tangible, non-expendable property with an acquisition cost of more than One Thousand and 00/100 Dollars ($1,000.00) and a useful life of more than one (1) year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is more than Five Hundred and 00/100 Dollars ($500.00), they are considered equipment. Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment other than the five specified items is not considered equipment unless the unit value is more than One Thousand and 00/100 Dollars ($1,000.00).

(c) Unless initially listed and approved in the Contract, prior written approval from County is required for any additions to or deletions of approved equipment purchases having an acquisition cost exceeding One Thousand and 00/100 Dollars ($1,000.00). Unless initially listed and approved in the Contract, prior written approval from County is also required for any additions to or deletions of exception items listed in subsection (b) above that have an acquisition cost exceeding Five Hundred and 00/100 Dollars ($500.00). To receive approval for equipment purchases with an acquisition cost over One Thousand and 00/100 Dollars ($1,000.00), or to receive approval for the exception items listed in subsection (b) above with an acquisition cost exceeding Five Hundred and 00/100 Dollars ($500.00), the Consultant must submit a detailed justification which includes description of features, make and model, costs, and any other information requested by County.

(d) Consultant shall maintain an annual inventory of equipment and other non-expendable personal property purchased with funds under this Contract and submit a report to County at the end of the Contract term. Consultant shall administer a program of maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction, or damage to such equipment. In the event Consultant is indemnified, reimbursed, or otherwise
compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it shall use the proceeds to repair or replace said assets.

(e) Consultant agrees that upon termination of this Contract, it will execute any necessary documents to transfer title to any equipment costing One Thousand and 00/100 Dollars ($1,000.00) or more purchased with funds from this Contract to County or any other party designated by County; provided, however, that County may, at its option and to the extent allowed by law, transfer title of such property to Consultant.

(f) Consultant shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds and shall not encumber the property without approval of the HRSA. When no longer needed for the original project or program, Consultant shall use the equipment in connection with its other federally-sponsored activities, in the following order of priority:

1. activities sponsored by the state awarding agency which funded the original project; and
2. activities sponsored by other state awarding agencies.

(g) When acquiring replacement equipment, Consultant may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of the federal awarding agency. Equipment records shall be maintained accurately and shall include the following information:

1. a description of the equipment;
2. manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
3. source of the equipment, including the award number;
4. acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
5. information from which one can calculate the percentage of federal participation in the cost of the equipment (non applicable to equipment furnished by the federal government);
6. location and condition of the equipment and the date the information was reported;
7. unit acquisition cost; and
8. ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a professional contractor compensates the federal awarding agency for its share.

(h) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. Consultant shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

9. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

County agrees to compensate Consultant for approved budget expenses incurred for the provision of services hereunder, subject to the following limitations:
(a) **Not to Exceed Amount.** The maximum amount to be paid to Consultant under this Contract shall not exceed One Thousand Five Hundred and 00/100 Dollars ($1,500.00).

(b) County will only be obligated to pay those funds to Consultant as specified and expended in accordance with this Contract and the approved budget, as described and attached hereto as Exhibit A.

(c) Consultant agrees to provide the prescribed budget forms that will accurately reflect the budget and programmatic goals.

(d) County will make payment to Consultant upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Consultant may be withheld if the Consultant fails to comply with County’s contract provisions, deliverables, or other requirements relating to Consultant’s performance of work and services under this Contract. County shall pay Consultant only for those costs that are allowable under applicable federal rules, regulations, cost principles, the HRSA, the TDH, and as stated in this Contract. County shall have the right to withhold all or part of any payments to the Consultant to offset any payment or reimbursement made to Consultant for ineligible expenditures, undocumented units of service billed, and any profit made from the program by Consultant.

(e) Consultant agrees to submit complete, fully documented and accurate itemized invoices with appropriate attachments, statistical and programmatic documentation reports, as required by County, by the 10th day following the last day of the month in which the service is provided.

(f) Consultant understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three months of the term of this Contract, Consultant may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Contract. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.

(g) Consultant’s invoices shall be fully documented in accordance with specifications.

(h) County will make payment to Consultant upon receipt of a verified and proper invoice in accordance with Chapter 2251 of the Texas Government Code.

(i) County agrees to review Consultant’s invoices and will forward payment to Consultant within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

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

(k) **Payment is explicitly contingent upon receipt of funds pursuant to a contract between County and the TDH.**

(l) The Dallas County Auditor will resolve any dispute between the parties regarding County’s payments to Consultant for services rendered under this Contract. In the event that the Consultant is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the Dallas County Commissioners Court, whose decision shall be final.
(m) Consultant will not be paid or reimbursed for funds used or spent for any unauthorized or unallowable use under this Contract or any state and/or federal regulations.

10. REPORTING AND ACCOUNTABILITY:

(a) Reporting. Consultant agrees to submit to County any and all required materials and/or documentation as requested by County on a timely basis and in accordance with the specified time frames. Penalties for delinquent reporting or failure to perform the services as specified in this Contract may include withholding of payments until such time all reports are received or services are performed in accordance with contract requirements, cancellation of the Contract with no obligation to pay for undocumented services, or both. County will provide Consultant with the required format, when necessary, to use for any and all reporting.

(b) Access to Records. Consultant agrees that the HRSA, the TDH, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Consultant that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas.

(c) Maintenance of Records. Consultant's records, books and other documents reasonably related to this Contract shall be kept and maintained in standard accounting form. Such records, books and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.

(d) Retention of Records. All records, books and documents reasonably related to this Contract, including but not limited to accounting records, digital files, and other records related to costs incurred and/or work performed hereunder, shall be maintained and kept by Consultant for a minimum of four (4) years and ninety (90) days after termination or expiration of this Contract. If any litigation, claim or audit involving these documents and/or records begins before the specified period expires, Consultant must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims or audit findings are resolved, whichever is later. Consultant is strictly prohibited from destroying or discarding any records, books or other documents reasonably related to this Contract, unless the time period for maintaining such under this Section has lapsed.

(e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Contract. All data and documents reasonably related to this Contract shall be made available in Dallas County to authorized County personnel at a mutually convenient time within a reasonable period for inspection or auditing purposes or to substantiate the provisions of services under this Contract. County shall retain the right to audit any and all records, books and documents, in whatever form, at their discretion, upon reasonable notice to Consultant. Consultant shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Consultant shall provide electronic data in a format compatible with County's information technology capabilities. Consultant shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Contract, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Consultant’s records, books and documents. Consultant understands and agrees that failure to meet these audit requirements may result in the loss of current funding and disqualification from consideration for future allocations of grant funds administered by County.

(f) Ownership of Records. Consultant agrees that all information, data and supporting documentation provided by County that relates to the services provided hereunder shall remain the property of County.
11. MANAGEMENT OF PROGRAM:

Consultant shall bear, if a private non-profit organization or a for-profit organization, along with its governing board, full responsibility for the integrity of the fiscal and programmatic management of the organization, which includes accountability for all funds and materials received, compliance with applicable federal/state rules, policies, procedures, laws, and regulations, and correction of fiscal and program deficiencies identified through self-evaluation or future monitoring processes. Ignorance of requirements contained or referenced herein or in the resultant Contract shall not constitute a defense or basis for waiving such provisions or requirements. Further, the governing board shall ensure separation of powers, duties, and functions of board members and organization staff.

12. REALLOCATION OF FUNDS:

Consultant recognizes that the DCHHS may reallocate all or part of the funds under this Contract due to under-expenditure of funds, non-achievement of contract requirements, or other just cause during the Contract period. The Dallas County allocation/reallocation policy will be utilized in determining an alternate contractor. Notwithstanding any provision herein to the contrary, Consultant shall promptly notify the Assistant Director of Client Services and Federal Grants Compliance, or his duly authorized representative, if it anticipates accomplishing the services set forth in this Contract with a lower expenditure of funds than the amount allocated.

13. CONFIDENTIALITY:

(a) Consultant shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. Consultant agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Contract.

(b) Open Records Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the “Texas Open Records Act” (hereinafter “Open Records Act”). Notwithstanding any other provision, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Open Records Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter “County Requestors”) may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Consultant hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Consultant or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

(c) Notwithstanding the foregoing, the parties agree, to the extent permitted by the Open Records Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party’s obligations under this Contract.
14. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents the Consultant uses in the performance of the services provided under this Contract that Consultant considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Open Records Act or otherwise required by law.

15. INDEMNIFICATION:

CONSULTANT AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY, AND SAVE WHOLE HARMLESS COUNTY AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY’S FEES, OF WHATSOEVER NATURE, CHARACTER, OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING BUT NOT RESTRICTED TO DEATH) RECEIVED OR SUSTAINED BY PERSON, PERSONS, OR PROPERTY, ON ACCOUNT OF, OR ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF CONSULTANT OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF CONSULTANT IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONSULTANT FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD COUNTY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY LOSS, COST, DAMAGE, JUDGEMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS CONTRACT OR ANY FAILURE OF CONSULTANT, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS HEREOF.

APPROVAL AND ACCEPTANCE OF CONSULTANT'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONSULTANT SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONSULTANT AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONSULTANT, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONSULTANT'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONSULTANT'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE
HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITERS, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS CONTRACT OR ANY DETERMINATION THAT THIS CONTRACT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

16. INSURANCE:

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

1. The following minimum insurance coverage is required:

(a) **Commercial General Liability Insurance, including Contractual Liability Insurance.** Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent Contractors or Consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars ($100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars ($300,000.00) and products and completed operations aggregate limits of One Hundred Thousand and 00/100 Dollars ($100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier’s right of recovery under subrogation or otherwise from the County.

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

(a) Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.

(b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.

(c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.

(d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company’s limits of liability as set forth elsewhere in the policy.
(e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.

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

(g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Consultant agrees to waive subrogation against County, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage or any other loss.

3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Contract.

5. Except as otherwise expressly specified, Consultant shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.

6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Consultant under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

7. All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

8. All insurance required to be carried by Consultant and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Consultant.

9. If Consultant and/or its subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Consultant the expense of obtaining such insurance and the cost of insurance premiums. However, neither Consultant nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Consultant.
10. Approval, disapproval or failure to act by the County regarding any insurance supplied by Consultant shall not relieve Consultant of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Consultant from liability.

11. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies County may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:

(a) to order Consultant to stop work hereunder which shall not constitute a Suspension of Work;
(b) to withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
(c) to, at its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:

(1) termination of this Contract;
(2) demand on any bond, as applicable;
(3) the right of the County to complete this Contract by contracting with the "next low proposal." Consultant will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Consultant on demand; or
(4) any combination of the above.
(d) to any combination of the above.

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

13. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Consultant, its employees, subcontractors, and agents.

14. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this Contract.

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

16. It is agreed that County shall deem Consultant's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Contract.
17. Consultant shall notify County in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.

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

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

20. The provisions of this Section shall survive termination or expiration of this contract or any determination that this contract or any portion hereof is void, voidable, invalid or unenforceable.

17. FIDELITY BOND:

(a) As of the effective date of this Contract, Consultant is required to have a fidelity bond in an amount equal to the greater of one-twelfth (1/12) of the Contract amount or One Hundred Thousand and 00/100 Dollars ($100,000.00) providing for indemnification of losses occasioned by: (1) any fraudulent or dishonest act or acts committed by any of the Consultant’s subcontractors or employees either individually or in concert with others; and/or (2) failure of such subcontractors or employees to perform faithfully their duties or to account properly for all monies and property received under this Contract.

(b) Consultant and each entity or individual employed by Consultant that handles funds under this Contract, including entities or individuals authorizing payments of such funds, shall, during the term of this Contract and any subsequent extensions hereto, be covered by the required fidelity bond.

(c) A copy of the bond must be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within thirty (30) days after execution of this Contract, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County’s sole discretion.

(d) The bond must be issued by a surety company authorized to do business in the State of Texas and must be acceptable and satisfactory to County. No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested in any litigation against the County.

(e) The bond shall be executed by Consultant and surety. The surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

(f) Should the County exercise any Contract extension option for additional Contract terms, it will be Consultant’s responsibility to have the surety company provide to County confirmation of the existing bond or provide a new bond, if applicable.

(g) In the event Consultant does not secure and deliver a fidelity bond acceptable to County and in accordance with the provisions of this Section within thirty (30) days of execution of this Contract, County, at its sole discretion, may immediately terminate this Contract.

18. NONPERFORMANCE:

Consultant’s non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County’s option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to Consultant with the understanding that all services being performed under
this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Consultant may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Consultant's performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Contract under any other provisions herein.

19. SUSPENSION:

Should County desire to suspend the services, but not terminate the Contract, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Consultant shall stop all services as set forth in Section 6 (Scope of Services) of this Contract and will cease to incur costs to County during the term of the suspension. Consultant shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 9 (Terms and Conditions of Payment for Services) of this Contract is necessary because of a suspension, a mutually agreed Contract amendment will be executed in accordance with Section 26 (Amendments and Changes in the Law) of this Contract.

20. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or part, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall compensate the Consultant in accordance with the terms of this Contract for the services performed prior to the date specified in such notice. In the event of cancellation, Consultant shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Consultant shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, County will reimburse Consultant for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds that were paid by County to Consultant under this Contract and any and all County data, documents and information in Consultant's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Contract, for any reason, subject County to liability.

a) Without Cause: This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.

b) With Cause: County reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

1. Lack of, or reduction in, funding or resources in accordance with Section 36 (Fiscal Funding Clause);

2. Non-performance by Consultant as described in Section 18 (Nonperformance) or Consultant's failure or inability to perform or substantially perform, for whatever reason, the services required under this Contract;

3. Consultant's failure to provide the fidelity bond in accordance with Section 17 (Fidelity Bond);

4. Consultant's improper, misuse or inept performance of services under this Contract;

5. Consultant's failure to comply with the terms and provisions of this Contract;
(6) Consultant's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

(7) Consultant's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Contract;

(8) Consultant's failure to perform the work and services required by this Contract within the time specified herein or any extension thereof;

(9) If funds allocated by the TDH shall become reduced, depleted, or unavailable during the Contract term;

(10) In County's sole discretion, if termination is necessary to protect the health and safety of clients;

(11) Consultant's failure to provide County with proper notice of an assignment in accordance with Section 28 (Assignment).

(12) If Consultant becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

(13) Consultant's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

21. NOTICE:

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

TO COUNTY:  
Zachary Thompson, Director  
Dallas County Health and Human Services  
2377 North Stemmons Freeway, Suite 200, LB-12  
Dallas, Texas 75207-2710

TO CONSULTANT:  
Carol Maytum

22. SEVERABILITY:

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

23. SOVEREIGN IMMUNITY:

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

24. COMPLIANCE WITH LAWS:

In providing services required by this Contract, Consultant must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Consultant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

25. GOVERNING LAW AND VENUE:

The validity and interpretation of this Contract, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Contract is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Contract is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Contract.

26. AMENDMENTS AND CHANGES IN THE LAW:

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

27. THIRD PARTIES:

The obligations of each party to this Contract shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Contract or have any right to enforce any obligation created or established under this Contract.

28. ASSIGNMENT:

Consultant may not assign its rights and duties under this Contract without the prior written consent of County and approval of the Dallas County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

29. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Contract. If an ambiguity exists in this Contract, the Contract shall not be construed against the party who drafted the Contract and such party shall not be responsible for the language used.

30. ENTIRE AGREEMENT:

This Contract, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Contract may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless
such representations, inducements, promises or agreements are embodied in this Contract, expressly or by incorporation.

31. BINDING EFFECT:

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

32. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Contract shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Contract shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Contract or violation thereof must be by a written instrument.

33. FEDERAL FUNDED PROJECT:

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

34. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Consultant has a duty to mitigate damages.

35. PREVENTION OF FRAUD AND ABUSE:

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

36. FISCAL FUNDING CLAUSE:

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

37. COUNTERPARTS, NUMBER, GENDER AND HEADINGS:

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

38. PUBLICATION RIGHTS:

Consultant is authorized to publish the results of its services, as outlined in this Contract, in academic publications provided it notes and gives credit to the sources of funding.

39. INDEPENDENT CONTRACTOR:

Consultant, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Contract, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Consultant and the County by virtue of this Contract. This provision of this Contract shall not be for the benefit of any other party other than the County and Consultant.

40. SUBCONTRACTING:

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

41. CONTINGENCIES:

Consultant agrees that any funds paid under this Contract are contingent upon receipt of grant funds from the TDH. It is further understood that should the administrative agency change during the term of this Contract, the terms of this Contract shall remain in full force and effect until such time the Contract is terminated by either party or fully modified in writing.

42. ASSURANCES:

(a) In providing services required by this Contract, Consultant agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Consultant's failure to comply with this assurance shall be treated as a default and/or breach of this Contract.

(b) Consultant assures that it will not transfer or assign its interest in this Contract without written consent of County. Consultant understands that in the event that all or substantially all of Consultant's assets
are acquired by another entity, Consultant is still obligated to fulfill the terms and conditions of this Contract. County approval to transfer or assign Consultant’s interest in this Contract to an entity that acquires all or substantially all of Consultant’s assets is subject to formal approval by the Dallas County Commissioners Court.

(c) Consultant, by acceptance of the terms of this Contract, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Consultant further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Contract.

(d) Consultant assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Contract. Consultant agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C.S. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C.S SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-235), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

(e) Consultant agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Contract.

(f) Consultant assures that it will not use any information, documents or data provided to Consultant by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Contract for its own proprietary interests.

(g) Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(h) Consultant shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Consultant shall furnish the County satisfactory proof of compliance therewith.

(i) Consultant assures that grant funds provided for the services hereunder will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

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

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

(l) Consultant will develop and implement an agency-wide drug free workplace policy. Consultant will also require that all contracts between it and its subcontractors also comply with said requirements.

(m) Consultant will comply with Public Law 103-333, Section 507, which requires that all equipment and products purchased with these funds should be American-made.

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

(o) In accordance with HRSA Program Policy No. 97-03, grant funds may not be used for outreach programs that exclusively promote HIV prevention education. Outreach activities should supplement, and not supplant, such activities that are carried out with amounts appropriated under Section 317 of the Public Health Service Act, “Project Grants for Preventive Health Services,” administered by the U.S. Centers for Disease Control and Prevention (“CDC”) or with other federal, state, or local funds.

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


(r) Consultant understands that reimbursement for costs under this Contract shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds.

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

(t) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Consultant, by executing this Contract, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation’s franchise tax status shall constitute grounds for termination of this Contract at the sole option of the County.

(u) The parties understand and agree that this Contract is subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. The applicable parties, as defined by the HIPAA, agree to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be
required by the HIPAA or the HIPAA Privacy Regulations. Failure of Dallas County to comply with HIPAA and its applicable regulations or failure to execute any documents concerning compliance when requested by Consultant shall be a material breach of this Contract and render this Contract null and void. Consultant will make the decision whether or not documents will be required and the decision of Consultant shall be final.

(v) Consultant certifies to Dallas County that Consultant is not delinquent on the repayment of any federal debt.

(w) Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal or State department or agency.

(x) Consultant shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Consultant does not pay or delays payment to any subcontractors. At termination or expiration of this Contract, Consultant shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.

(y) County will provide regularly scheduled technical assistance to assist Consultant to comply with the requirements and assurances enumerated in this Contract. Nevertheless, the sole responsibility for compliance rests with Consultant. If specific technical assistance is required at any time, regarding any provision of this Contract, Consultant is invited to submit a written request. County will schedule appropriate individual or group technical assistance within a reasonable period of time.

(z) The person or persons signing and executing this Contract on behalf of Consultant, or representing themselves as signing and executing this Contract on behalf of Consultant, do hereby warrant and guarantee that he, she or they have been duly authorized by Consultant to execute this Contract on behalf of Consultant and to validly and legally bind Consultant to all terms, conditions and provisions herein set forth. Consultant shall furnish to County a corporate resolution authorizing signatory authority.

(aa) Failure to comply with any of these assurances or any other requirements specified within this Contract will put Consultant in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

43. PROMPT PAYMENT ACT:

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

44. TRANSITION SERVICES REQUIRED OF CONSULTANT:

Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Consultant relating to this Contract. Moreover, upon the termination and/or expiration date of this Contract, Consultant agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation, including all records, books and data reasonably related to this Contract, maintained in accordance with Section 10 (Reporting and Accountability) of this Contract and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and
data, including electronic data, in a format compatible with County’s information technology capabilities, or in a format compatible with a succeeding contractor’s information technology capabilities, as determined by County; (iv) Final accounting of all funds spent and unspent under the Contract; (v) Downloading and removal of all County information from the Consultant’s equipment and software; (vi) Removal of Consultant services without affecting the integrity of County’s systems; and (vii) All County property. This provision shall survive Contract termination.

45. SIGNATORY WARRANTY:

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

46. ACCEPTANCES:

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

EXECUTED this ______ day of ______________, 2004.

DALLAS COUNTY: 

BY: Margaret Keliher  
    Dallas County Judge

CONSULTANT: 

BY: Carol Maytum

RECOMMENDED:

BY: Zachary S. Thompson, Director  
    Dallas County Health and Human Services

APPROVED AS TO FORM*:

BY: Bob Schell, Chief  
    Dallas County District Attorney’s Office, Civil Section

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

FROM: ZACHARY S. THOMPSON, DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES

DATE: MARCH 16, 2004


Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White C.A.R.E. Act (Ryan White) Title II funds for the Dallas Health Services Delivery Area (HSDA). The HSDA is inclusive of Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, and Rockwall Counties. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title II funds for the Dallas HSDA. DCHHS tracks the expenditure of funds by service providers throughout the contract period and makes recommendations, when appropriate, to reallocate funds. In accordance with the provisions of Title II of the Ryan White C.A.R.E Act, the grantee appoints members to serve on the Ryan White Consortium of North Texas (Consortium). The Consortium is charged with the responsibility of establishing priorities for the allocation of Title II funds and determining the categorical allocation of funds by service category.

The FY 2004-2005 Title II Contract (#7560009056 2005, Change No. 08, Attachment 09, HIV-RYAN WHITE) between Texas Department of Health (TDH) and DCHHS is in the amount of $2,223,721.

The FY 2004-2005 Ryan White Title II award, in the amount of $2,223,721, is allocated as follows: $1,988,549 to be awarded to service providers (under separate briefing); $206,172 to Dallas County for administration (including staff salaries, benefits, equipment, and supplies); and $29,000 for the Consortium Support (including staff salaries, benefits, equipment, and supplies). Of the $1,988,549 in grant funds, $163,372 remains unobligated and will be awarded at a later date, and $17,392 remains unallocated and will be allocated and awarded at a later date.

Fiscal Impact
Of the FY 2004-2005 Ryan White Title II award of $2,223,721, the budget for Dallas County administration in the amount of $206,172, and the budget for Consortium Support in the amount of $29,000, are being submitted for approval under this briefing and court order.
Commissioners Court
Page 2

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

Legal Impact
The Dallas County Commissioners Court must approve the contract with TDH (#7560009056 2005, Change No. 08, Attachment 09, HIV-RYAN WHITE), the award recommendations, the budget for Dallas County administration, and the budget for Consortium support, and authorize the County Judge to sign the contracts on behalf of Dallas County.

Recommendation
It is recommended that the Dallas County Commissioners Court does hereby approve the contract with TDH (#7560009056 2005, Change No. 08, Attachment 09, HIV-RYAN WHITE), the budget for administration in the amount of $206,172, and the budget for the Consortium Support in the amount of $29,000, and authorize the County Judge to sign the contract with TDH on behalf of Dallas County.

RECOMMENDED BY: Zachary S. Thompson, Director Dallas County Health and Human Services

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

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1858
Suite 600 LB-16 FAX (214) 819-6022
## PERSONNEL

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<tr>
<td>A. Assistant Director - Grants Compliance/Client Services - Tom Thomas</td>
<td>Oversees daily activities and operation of the Grants Management Division. (Cost shared with DCHHS @ 20%, Grant @ 80%).</td>
<td>FTE</td>
<td>12.00%</td>
<td>9,339</td>
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<td>B. Grants Management Officer - Jeff Jordan</td>
<td>Provides and prepares various reports required by the grantor. Oversees the management of Grants Management Division.</td>
<td>FTE</td>
<td>15.00%</td>
<td>9,781</td>
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<tr>
<td>C. Program Analyst/Grants Manager - Sheila Fisher</td>
<td>coordinates and directs administrative activities and oversees the financial operation of Grants Management Division.</td>
<td>FTE</td>
<td>15.00%</td>
<td>8,501</td>
</tr>
<tr>
<td>D. Program Monitor - Gary Armstrong</td>
<td>Conducts programmatic reviews of subcontractors.</td>
<td>FTE</td>
<td>15.00%</td>
<td>7,305</td>
</tr>
<tr>
<td>E. Program Monitor - Glenda Nchekwube</td>
<td>Conducts programmatic reviews of subcontractors.</td>
<td>FTE</td>
<td>15.00%</td>
<td>7,305</td>
</tr>
<tr>
<td>F. Program Monitor - Norma Piil-Brown</td>
<td>Conducts programmatic reviews of subcontractors.</td>
<td>FTE</td>
<td>15.00%</td>
<td>7,305</td>
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<tr>
<td>G. Grants Budget Analyst - Miltos Llaunder</td>
<td>Monitors financial activities of HIV Grants Management Division. Analyzes and prepares financial/fiscal reports and budgets.</td>
<td>FTE</td>
<td>15.00%</td>
<td>8,027</td>
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<tr>
<td>H. Administrative Assistant - Vivian Wilson</td>
<td>Provides administrative support.</td>
<td>FTE</td>
<td>15.00%</td>
<td>6,211</td>
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<tr>
<td>I. Data Analyst - Thomas Reed</td>
<td>Collects data and information for various users and provides administrative support.</td>
<td>FTE</td>
<td>15.00%</td>
<td>5,780</td>
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<tr>
<td>J. General Office Clerk - Betsy Johnson</td>
<td>Provides clerical assistance to HIV grants Staff.</td>
<td>FTE</td>
<td>15.00%</td>
<td>4,443</td>
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<tr>
<td>K. Systems Oper Analyst - Allen Wang</td>
<td>Provides assistance with COMPIS reporting and tracking. (Cost shared with DCHHS @ 50%, Grant @ 50%).</td>
<td>FTE</td>
<td>7.50%</td>
<td>5,020</td>
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<tr>
<td>L. Building Supervisor - Tirone Womack</td>
<td>Assists with meeting setup for the Administrative Agent and its committees. (Cost shared with DCHHS @ 50%, Grant @ 50 %).</td>
<td>FTE</td>
<td>7.50%</td>
<td>2,094</td>
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<tr>
<td>M. Health Analyst - Dan Erder</td>
<td>Develops and implements standards of care and outcome measures for services.</td>
<td>FTE</td>
<td>24.00%</td>
<td>12,411</td>
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<tr>
<td>N. Quality Assurance Advisor - Laura Wolfgang</td>
<td>Provides technical assistance to contractors and conduct studies/reviews on current standards of care.</td>
<td>FTE</td>
<td>24.00%</td>
<td>11,687</td>
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## FRINGE BENEFITS

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<tr>
<td>Medical/Dental/Life insurance</td>
<td>@ 5,500/fte x Allocation Rate</td>
<td>11,550</td>
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<tr>
<td>Social Security</td>
<td>7.65%</td>
<td>8,048</td>
</tr>
<tr>
<td>Retirement</td>
<td>8.50%</td>
<td>8,943</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>0.50%</td>
<td>526</td>
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Total: 29,067
III TRAVEL

A. Local Travel @ 375/mile. Local staff travel to perform on-site program monitoring, fiscal compliance audit and other HIV grant-related activities.

B. Out-of Jurisdiction Travel.

1. Travel for two (2) administrative staff to attend HIV/STD Conference in Austin, TX:
   - 1 trip @ 830
   - Ground transportation @ 400 miles @ 375 x 2 staff = 300
   - Lodging @ 2 nights @ 80 x 2 staff = 320
   - Per Diem @ 3 days @ 35 x 2 staff = 210

2. Travel for two (2) administrative staff to attend Titles I - IV meeting in Austin, TX:
   - 1 trip @ 1,290
   - Ground transportation @ 400 miles @ 375 x 2 staff = 300
   - Lodging @ 4 nights @ 80 x 2 staff = 640
   - Per Diem @ 5 days @ 35 x 2 staff = 350

IV EQUIPMENT

A. Laptop Computer - Dell inspiron 5100 Intel Pentium 4 processor, 2.66GHz, 512MB RAM, with MS Office XP, Belkin 5-outlet Maximum Series Monitor Surge Protector, Dell Part #A000953111.
   - 1 @ 2,143
   - Shipping and Handling @ 26

For use of one (1) fiscal auditor during on-site visits.

B. Desk Top Computer - Dell OptiPlex GX270T Small Mini Tower Pentium 4 Processor 2.8 GHz, 800 FSB, 512 Cache, Intel Gigabit NIC.
   - 2 @ 1,378
   - MS Office XP Standard, License only @ 265
   - Belkin 5-outlet Maximum Series Monitor Surge Protector, Dell Part #A000953111.
   - 2 @ 31
   - Shipping and Handling @ 26

To replace old computers of two (2) HIV grants administrative staff.

V SUPPLIES

A. General consumable office supplies and computer softwares to support HIV grant related activities.

B. Equipment < 500

- HP LaserJet 1300, 20PPM, 1200 DPI, 16MB, PAR USB, PCL5e®, PSL2 Legal, USB-6, USB Cable @ 400

VI CONTRACTUAL

Contracts for HIV Services covering Dallas HSDA to be awarded through competitive request for proposal (RFP) process. Subrecipients' data sheet to be provided to TDH. Contracts for HIV services covering outline counties to be awarded on a sole source process. Subrecipient's contracts and related budgets will be submitted for approval to the Dallas County Commissioners Court.

- Dallas HSDA 1,826,549
- AIDS Resources of Central Texoma 162,000
VII OTHER ADMINISTRATIVE COSTS

A. Telephone: local and long distance, and internet access time. All means necessary to communicate with contractors, the community, grantor and to obtain HIV/AIDS information.  

1,412

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

4,500

C. Postage for grant related materials.  

4,300

D. Training provided to staff to keep current on HIV/AIDS issues and job related requirements.  

5,000

E. External Review Committee materials, supplies and nourishments. Committee reviews proposals and makes recommendations for Title II subrecipient agencies. 

959

F. Office equipment maintenance.  

2,200

G. Advertising for public notice of the RFP.  

1,200

H. Audit-Portion of County-wide OMB Cir. A-128 Audit. 

3,000

I. Planning Council/Consortium Support.  

29,000

J. Conference registration for two (2) administrative staff for HIV/STD Conference in Austin, TX.  

220

IX INDIRECT COSTS

Grants Management's share on all allowable Dallas County cost using The Dallas County Certified Indirect Cost Rate.  

32,309

A. Personnel - Grant Auditor  

Auditor - Priscilla Braeau  

FTE 15.00% 7,305  

Conducts compliance audit of subcontractors.

Auditor - Kelbert McGee  

FTE 15.00% 5,890  

Conducts compliance audit of subcontractors.

Auditor - Hamed Husain  

FTE 15.00% 8,237  

Conducts compliance audit of subcontractors.

B. Fringe Benefits  

Medical/Dental/Life Insurance @ 5,500/fte x Allocation Rate 2,475  

Social Security 7.65% 1,486  

Retirement 8.50% 1,652  

Workers Compensation 0.50% 97  

C. Other Indirect Cost  

7,167

X TOTAL BUDGET  

$ 2,223,721
BUDGET JUSTIFICATION
DALLAS COUNTY HEALTH AND HUMAN SERVICES
PY 2003 - 2004 RYAN WHITE TITLE II GRANT
RYAN WHITE PLANNING COUNCIL/CONSORTIUM SUPPORT BUDGET

I PERSONNEL

A. HIV Services Planner - Jennifer McMillian
   Coordinates implementation of the Comprehensive Plan.
   FTE: 10.50%  4,783

B. HBPC Administrative Coordinator - Lori Raleigh
   Provides administrative and support services to the Planning
   FTE: 10.00%  3,777

C. Planning Council/Consortium Manager - Karle Petties
   Oversees the day-to-day operations of the Planning
   Council/Consortium. Prepares reports as needed.
   FTE: 18.50%  6,483

II FRINGE BENEFITS

Medical/Dental/Life Insurance
6,500 x x Allocation Rate 1.733
Social Security 7.65%  1,152
Retirement 5.00%  1,380
Workers Compensation 0.50%  75

Total Fringe Benefits  4,361

III TRAVEL

A. Local travel @ 375/mile. Local Planning Council staff travel
   necessary in the conduct of RWPC activities. 206

B. Out-of-Jurisdiction Travel. 1,380

1. Travel for one (1) planning consortium member to attend
   HIV/STD conference in Austin, TX.
   Ground transportation 400 miles @ 375 x 1 member 150
   Lodging 5 nights @ 70 x 1 member 350
   Per Diem 5 days @ 35 x 1 member 210
   Total 710

2. Travel for one (1) planning consortium member to attend Titles I -
   IV meeting in Austin, TX.
   Ground transportation 400 miles @ 375 x 1 member 150
   Lodging 1 night @ 70 x 1 member 70
   Per Diem 2 days @ 35 x 1 member 70
   Conference fee @ 150 x 1 member 150
   Total 440

IV EQUIPMENT

V SUPPLIES

General consumable office supplies to support planning
Council/Consortium activities. 1,500

VI CONTRACTUAL

VII OTHER ADMINISTRATIVE COSTS

A. Telephone: local and long distance, and internet access time. All
   means necessary to communicate with contractors, the
   community, granter, and to obtain HIV/AIDS information. 58

B. Copier rental and printing charges for planning consortium
   700

C. Postage for planning consortium - related materials. 562

D. Training provided to planning council/consortium staff to keep
   current on HIV/AIDS issues and job related requirements. 500

E. Publication/Promotion costs for planning council/consortium
   recruitment for membership and to announce public forums and
   350

F. Reasonable and out-of-pocket expenses incurred as a result of
   participating in the planning council/consortium and related grantees

   1) Transportation
      Mileage @ 375 cents/mile
   2) Taxi Vouchers
   3) Bus Vouchers
   4) Child Care
   5) Food
   6) Lost Wages

VIII TOTAL DIRECT COSTS

Total Direct Costs 24,374

IX INDIRECT COSTS

HIV Grants Management's share on all allowable Dallas County
cost using The Dallas County Certified Indirect Cost Rate. 4,628

X TOTAL BUDGET

Total Budget 29,000
February 24, 2004

ZACHARY THOMPSON
DEPUTY DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
2377 STEMMONS FWY STE 600
DALLAS, TX 75207-2710

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.

Enclosed is a form for certification regarding lobbying described in the General Provisions, Applicable Laws and Standards Article. This Article references 31 USC Section 1352 which cites the certification requirements. A completed and signed certification form must be returned with your contract.

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 Attachment 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 me at tess.peterson@tdh.state.tx.us or 512/458-7470.

Sincerely,

Tess Peterson, Manager
Procurement and Contracting Services Division

An Equal Employment Opportunity Employer
STATE OF TEXAS
COUNTY OF TRAVIS

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. 09 : HIV - RYAN WHITE

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)

Eduardo J. Sanchez, M.D., M.P.H.
Commissioner of Health

(Name and Title)

Date: ____________________________

DB  GMD - Rev. 12/95

Cover Page 1
## Details of Attachments

<table>
<thead>
<tr>
<th>Att/No.</th>
<th>TDH Program ID/ TDH Purchase Order Number</th>
<th>Term Begin</th>
<th>Term End</th>
<th>Source of Funds</th>
<th>Amount</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
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<td>2,223,721.00</td>
<td>0.00</td>
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</tbody>
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**TDH Document No. 75600009056 2005**

**Totals**

- Financial Assistance: $5,310,201.00
- Direct Assistance: $101,687.04
- Total Amount (TDH Share): $5,411,888.04

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

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: April 01, 2004 THRU: March 31, 2005

PERFORMING AGENCY shall administer Ryan White Title II Services funds and ensure the delivery of comprehensive outpatient health and support services to meet the identified needs of individuals and their families with human immunodeficiency virus (HIV) disease in the HIV approved Planning Area in accordance with the HIV Area Planning Body.

All activities shall be performed in accordance with the Request for Application (RFA) dated January 9, 1998; the Continuation Request for Proposal (RFP) dated October 12, 2001; the Renewal Application for Ryan White CARE Act Title II Administrative Agencies dated September 17, 2003; and any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY; and PERFORMING AGENCY'S objectives, work plans, and detailed budget as approved by RECEIVING AGENCY Program. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. RECEIVING AGENCY Program must approve, in writing, any revisions to these documents.

PERFORMING AGENCY'S work plan shall list services to be provided either directly or by subrecipient and shall include the following:

1. **Essential Health Services** — ambulatory/outpatient medical care; drug reimbursement program; health insurance; home health care, including paraprofessional care, professional care, specialized care, and durable medical equipment; oral health; hospice care, including home-based care and residential-based care; mental health services; nutritional counseling; rehabilitation services; substance abuse services for outpatient and residential; treatment adherence services; and other applicable services included in the HIV Service Categories in the Uniform Reporting System (URS);

2. **Essential Support Services** — child care services; child welfare services; buddy/companion services; case management; client advocacy; psychosocial support services; day or respite care; early intervention services; emergency financial assistance; food bank/home delivered meals/nutritional supplements; health education/risk reduction; housing services; related housing services; legal services; outreach services; permanency planning; referral to health care/supportive services; transportation; other support services; program support; and other applicable services included in the HIV Service Categories in URS;

3. Both **Essential Health Services** AND **Essential Support Services**.
PERFORMING AGENCY shall ensure that ambulatory/outpatient medical care funded by this contract Attachment includes either directly or by referral, screening, diagnosis, and treatment of sexually transmitted diseases as deemed appropriate by the clinical provider who performs the screening. If such care is obtained through a referral, PERFORMING AGENCY must ensure that such care is accessible to referred clients and PERFORMING AGENCY is responsible for tracking referrals for completion.

PERFORMING AGENCY shall provide HIV insurance assistance to eligible individuals with HIV disease to:

1. Maintain continuity of health and dental insurance; or

2. Obtain and/or receive medical benefits under a health and dental insurance program, including risk pools.

HIV insurance assistance funds shall be used only for payment of insurance premiums, deductibles, co-insurance payments, and related administrative costs. HIV insurance assistance shall be provided directly to the insurance carrier, insurance administrator, or health provider, rather than to the client. PERFORMING AGENCY may prepay insurance premiums including that part of the coverage period which extends beyond the contract Attachment term. RECEIVING AGENCY Program shall establish maximum payment amounts per client per month.

Any licenses or permits required for the performance of any activities or services under this contract Attachment shall be current and shall be kept on file with PERFORMING AGENCY during the term of this contract Attachment.

PERFORMING AGENCY shall not use funds for in-patient hospital services, nursing home or other long-term care facilities, or to supplant or supplement existing Medicaid services. However, funds may be used for residential hospice care provided within an in-patient setting such as a hospital or nursing home that is properly staffed and licensed for such care.

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

- Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended;
- Chapters 81 and 85 of the Health and Safety Code;
- RECEIVING AGENCY Program's HIV/STD Clinical Resources Division Standards for Clinical and Case Management Services;
- Public Health Service Task Force Recommendations for the Use of Antiretroviral Drugs in Pregnant Women Infected with HIV-1 for Maternal Health and for Reducing Perinatal HIV-1 Transmission in the United States; November 26, 2003 or latest version;

• Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents; November 10, 2003, or latest version. Developed by the Panel on Clinical Practices for Treatment of HIV Infection convened by the Department of Health and Human Services (DHHS) and the Henry J. Kaiser Family Foundation;


• Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection; Health Resources and Services Administration (HRSA) and National Institutes of Health (NIH), November 26, 2003, or latest version;

• 2001 United States Public Health Services (USPHS)/Infectious Diseases Society of America (IDSA) Guidelines for the Prevention of Opportunistic Infections in Persons Infected with Human Immunodeficiency Virus, November 28, 2001, or latest version;

• Updated Guidelines for the Use of Rifabutin or Rifampin for the Treatment and Prevention of Tuberculosis Among HIV-Infected Patients Taking Protease Inhibitors or Nonnucleoside Reverse Transcriptase Inhibitors; CDC, March 10, 2000, or latest version;

• Treatment of Tuberculosis, American Thoracic Society, CDC and Infectious Diseases Society of America, June 20, 2003, or latest version. Morbidity and Mortality Weekly Report (MMWR), volume 52(RR11), pages 1-77;

• Prevention and Treatment of Tuberculosis Among Patients Infected with Human Immunodeficiency Virus; CDC; October 30, 1998, or latest version;

• Guidelines for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health-Care and Public Safety-Workers; CDC, 1988;

• RECEIVING AGENCY Program, Universal Precautions Preventing the Spread of HIV, Tuberculosis, and Hepatitis B in Employees of HIV/STD Funded Programs, HIV/STD Policy No. 800.001;

• Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Post-exposure Prophylaxis, CDC, MMWR, volume 50, Recommendations and Reports (RR) 11, pages 1-42, June 29, 2001, or latest version;

• APPENDIX A. Practice Recommendations for Health-Care Facilities Implementing the U.S. Public Health Service Guidelines for Management of Occupational Exposures to Bloodborne Pathogens; June 29, 2001, or latest version. CDC, MMRW, volume 50(RR11), pages 43-44;

• APPENDIX B. Management of Occupational Blood Exposures; June 29, 2001, or latest version. MMWR, volume 50(RR11), pages 45-46;

• APPENDIX C. Basic and Expanded HIV Postexposure Prophylaxis Regimens; June 29, 2001, or latest version. MMRW, volume 50(RR11), pages 47-52.

Current, federally-approved guidelines for clinical treatment of HIV and AIDS are available from the HIV/AIDS Treatment Information Services (ATIS) at http://www.hivatis.org; and on the CRD website at http://www.tdh.state.tx.us/hivstd/clinical/resource.htm. PERFORMING AGENCY is responsible to maintain access to current standards and guidelines.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue
performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time determined by RECEIVING AGENCY.

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of unanticipated 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 measure(s) will be used, in part, to assess the 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 a minimum of 1,700 clients with health and support services and education after diagnosis of HIV infection. The clients shall be those who receive services in the HIV approved Planning Area which consists of the following county(ies)/area: Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, Rockwall.

PERFORMING AGENCY shall receive and distribute funds according to the service priorities established by the Area Planning Body in its HIV care plan. In addition, PERFORMING AGENCY shall use approved funds for administrative costs as allocated for PERFORMING AGENCY'S HIV Service Delivery Area (HSDA). PERFORMING AGENCY shall not obligate, transfer, or expend funds from other HSDAs for PERFORMING AGENCY'S administration or for services in PERFORMING AGENCY'S HSDA.

SECTION II. SPECIAL PROVISIONS:

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.

General Provisions, Standards for Financial and Programmatic Management Article, Paragraph two (2), is amended to read as follows:
In addition, PERFORMING AGENCY shall bill third party payers for services provided under the contract Attachment, at no cost to the client, with the exception of co-payments required by third party payers. These potential payers include private insurance carriers, Medicaid, other available federal, state, local, and private funds, etc. PERFORMING AGENCY shall become a Medicaid provider for applicable program activities funded in this contract Attachment, and shall maximize efforts to obtain payment from Medicaid and all other available sources. PERFORMING AGENCY may request, in writing, a waiver of this requirement from RECEIVING AGENCY Program.

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

All revenues received from the delivery of contract services shall be identified and reported and shall be utilized as provided in this section.

Program Income generated under this contract Attachment shall be used for allowable current costs, and the income shall be budgeted and expended during the budget period in which it is realized. The receipt and expenditure of all program income shall be reported on the quarterly Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4) for the applicable reporting period.

Any provider that charges a fee for services covered by this funding shall base the collection of those fees upon a sliding-fee schedule which uses as its premise the latest Federal Poverty Guidelines. Persons with an annual gross family income at or below 100% of the Federal Poverty Guidelines shall not be charged for any services covered by this funding. In accordance with Title 25 Texas Administrative Code §1.91, no one shall be denied services due to their inability to pay. Please refer to the following chart for allowable charges.

<table>
<thead>
<tr>
<th>INDIVIDUAL/FAMILY ANNUAL GROSS INCOME</th>
<th>TOTAL ALLOWABLE ANNUAL CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal to or below the official poverty line</td>
<td>No charges permitted</td>
</tr>
<tr>
<td>101 to 200% of the official poverty line</td>
<td>5% or less of gross income level</td>
</tr>
<tr>
<td>201 to 300% of the official poverty line</td>
<td>7% or less of gross income level</td>
</tr>
<tr>
<td>More than 300% of the official poverty line</td>
<td>10% or less of gross income level</td>
</tr>
</tbody>
</table>

In addition, providers which bill third party payers for services covered by this funding are not required to collect a co-payment from the client.

PERFORMING AGENCY shall ensure that any provider that charges a fee to clients for services funded by this contract Attachment does so on a sliding-fee schedule that is made available to the public. Annual aggregate charges (including fees and co-payments) shall not exceed the total allowable annual charges in the chart above. The term "aggregate charges" applies to the total annual charges that may be collected from a client for all services rendered through this funding.
General Provisions, Reports Article, is revised to include the following paragraphs:

To enable RECEIVING AGENCY Program to comply with reporting requirements and to ensure continued future funding, PERFORMING AGENCY and each subrecipient shall utilize a standard quarterly program format provided by RECEIVING AGENCY Program. PERFORMING AGENCY accepts responsibility and accountability for each subrecipient's compliance and timely submission of documentation required in the quarterly program report. PERFORMING AGENCY shall submit quarterly program reports on or before the 20th day of July 2004, October 2004, January 2005, and April 2005.

PERFORMING AGENCY shall provide, along with its quarterly program reports to RECEIVING AGENCY Program, data exports and reports containing information generated through URS. The data exports and reports shall contain information about each client who receives services and is HIV positive, along with the number of encounters by each client with PERFORMING AGENCY or its subrecipients for its services. The information will aid RECEIVING AGENCY Program in tracking the number of persons with HIV disease receiving comprehensive outpatient health and support services. PERFORMING AGENCY shall keep a copy of the URS data generated on file, for audit purposes, for a minimum time period of three (3) years after the expiration date or termination of this contract Attachment, or until any dispute is finally resolved, whichever is longer.

PERFORMING AGENCY shall also submit the following reports:

<table>
<thead>
<tr>
<th>REPORT TYPE</th>
<th>REPORTING PERIOD</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TXEXPORT</td>
<td>January 1- December 31</td>
<td>February 1</td>
</tr>
<tr>
<td>TXREGION</td>
<td>April 1 - June 3</td>
<td>July 20</td>
</tr>
<tr>
<td></td>
<td>July 1 - September 30</td>
<td>October 20</td>
</tr>
<tr>
<td></td>
<td>October 1 - December 31</td>
<td>January 20</td>
</tr>
<tr>
<td></td>
<td>January 1 – March 31</td>
<td>April 20</td>
</tr>
<tr>
<td>URS</td>
<td>January 1 - June 30</td>
<td>August 31</td>
</tr>
<tr>
<td></td>
<td>July 1 - December 31</td>
<td>February 28</td>
</tr>
<tr>
<td>AAR</td>
<td>January 1 - December 31</td>
<td>February 28</td>
</tr>
</tbody>
</table>

RECEIVING AGENCY Program shall receive all reports and data exports by diskette on or before the due date. The CARE Act Data Report (CADR) may be submitted on scan forms as specified by RECEIVING AGENCY Program. PERFORMING AGENCY shall also respond to special requests for data from RECEIVING AGENCY Program.

The reports and data exports shall be completed to the satisfaction of RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports or data exports do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, Sanctions Article.
As specified in General Provisions, Contracts with Subrecipients Article, PERFORMING AGENCY shall monitor the programmatic and financial performance and compliance of subrecipients.

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.

Strict adherence to the General Provisions, Confidentiality of Protected Health Information Article, is required due to the sensitive and highly personal nature of HIV/AIDS-related information. This article is revised to include the following:

RECEIVING AGENCY shall have access to a client or patient record in the possession of PERFORMING AGENCY or any subrecipient under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, RECEIVING AGENCY shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

PERFORMING AGENCY shall authorize their staff to attend training, conferences, and meetings for which funds are budgeted and approved by RECEIVING AGENCY Program.

For purposes of this contract Attachment, PERFORMING AGENCY shall not use funds to make payments to intended recipients of services or to purchase or improve (other than minor remodeling) any building or other facility.

PERFORMING AGENCY shall comply with the Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.
SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$105,209.00</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>29,067.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>5,596.00</td>
</tr>
<tr>
<td>EQUIPMENT*</td>
<td>5,600.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>5,600.00</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>1,988,549.00</td>
</tr>
<tr>
<td>OTHER</td>
<td>51,791.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT CHARGES</strong></td>
<td><strong>$2,191,412.00</strong></td>
</tr>
<tr>
<td><strong>INDIRECT CHARGES</strong></td>
<td><strong>$32,309.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,223,721.00</strong></td>
</tr>
</tbody>
</table>

Total reimbursements will not exceed $2,223,721.00.

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

* Equipment list attached.

The indirect cost shown above is based upon an approved indirect cost rate on file at the RECEIVING AGENCY. Indirect charges to this contract may not exceed the amount shown above, except by prior written approval of RECEIVING AGENCY.
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TDH DOC. NO: 7560009056 2005
ATTACHMENT NO: 09
Change No. 08

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NO. OF UNITS</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Dell Intel Pentium 4 Processor; 2.66GHz, 15.0 SXGA; 512MB 266MHz 2 DIMMS; 32MB ATI Mobility Radeon 7500; 30GB Ultra ATA Hard Drive; External USB Flopper Drive; Mecersoft Windows XP Professional; Integrated Network Card; Internal 56K Modem; 24X Max Variable CD-Rom Drive; Microsoft Office Professional 2003; Dell Security Center by McAfee w/VirusScan; 94 WHR Lithium Ion 12-cell Battery; Nylon Carrying Case; 3Yr limited warranty plus 3 yr NBD on-site Service</td>
<td>1</td>
<td>2,200.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>002</td>
<td>Dell Pentium 4 Processor; 2.6GHz, 800FSB, 512K Cache, Intel Gigabit NIC; 512MB DDR Non-EDD SDRAM, 400MHz; Dell PS/2 Keyboard; Dell 17&quot; flat panel display; Integrated DVMT Video; 40GB EIDE 7200RPM; 1.44MB 3.5 Floppy Drive; Microsoft Windows XP Professional; Dell PS/2 2-button Mouse with Scroll; 16xDVD and 48X/32X/48X CDRW; Integrated Sound Blaster Compatible; Internal Dell Business Audio Speaker; 3 Year Limited Warranty plus 3 Year NBD On-Site Service; Mouse Pad</td>
<td>2</td>
<td>1,700.00</td>
<td>$3,400.00</td>
</tr>
</tbody>
</table>

**TOTALS**  $5,600.00

Items may be brand name, if specified, or equivalent.
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature

Date

Print Name of Authorized Individual

7560009056 2005-09
Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2377 STEMMONS Fwy STE 600

DALLAS, TX 75207-2710
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: ZACHARY S. THOMPSON, DIRECTOR HEALTH AND HUMAN SERVICES
DATE: MARCH 16, 2004
SUBJECT: REQUEST FOR MEMORANDUM OF UNDERSTANDING (MOU) RENEWAL OF SUBGRANT AGREEMENT BETWEEN HOME LOAN COUNSELING CENTER AND AARP FOUNDATION.

BACKGROUND

The Home Loan Counseling Center (HLCC) is approved by HUD and Fannie Mae, to perform Home Equity Mortgage (HECM) counseling to seniors. The HLCC have been conducting specialized counseling for three (3) years. In December 2002, the HLCC became certified by the national AARP Foundation, to provide HECM counseling. And, HLCC was listed in the AARP’s referral network. AARP selected the HLCC to participate in a fee for services contract in FY03. The contract was needed to perform neutral third party HECM counseling in the amount of $3,400. HLCC received the full amount from AARP in FY03, under this grant. Based on the performance standards, AARP is requesting to renew the Memorandum of Understanding (MOU) Subgrant Agreement this Fiscal Year at an increased amount.

FISCAL IMPACT

This FY’04 Subgrant Agreement between AARP and the HLCC will pay $130 per client for HECM counseling, and up to a maximum of $12,960 to perform HECM counseling. The HLCC must provide AARP with written documentation and signed counseling forms from clients when submitting billings to AARP for payment.

OPERATIONAL IMPACT

This Subgrant period is from October 1, 2003 to September 30, 2004. At the present time the HLCC program operations already incorporate HECM counseling in its services and this Subgrant Agreement presents no added impact.

LEGAL IMPACT

There is no legal impact on the HLCC to accommodate this contract.
RECOMMENDATION

Therefore, it is recommended that the Dallas County Commissioners Court does hereby approve the Subgrant Agreement between AARP Foundation, and the Dallas County Home Loan Counseling Center, and authorizes the County Judge to sign this agreement 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
Rick Loessberg, Planning and Development
October 1, 2003

Ms. Jamie Fitchko
Administrator
Dallas County Home Loan Counseling Center
2377 N Stemmons Freeway #724
Dallas, TX 75207

Re: Amendment No. 1 to the May 1, 2003 through September 30, 2003 Subgrant Agreement between Dallas County, Texas ("Subgrantee" or "County"), on behalf of the Dallas County Home Loan Counseling Center ("DCHLCC"), and AARP Foundation ("Grantee") for Reverse Mortgage Counseling under HUD Award HC03-0000-015 for Fiscal Year 2004 ("Subgrant Agreement");

Additional Funding and Program Requirements for Participating Counselor: Joyce M. Brown; Purchase Order # 30030050

Dear Ms. Fitchko:

This letter will serve as Amendment No. 1 to amend, renew and extend the Subgrant Agreement referenced above, pursuant to the explicit and implicit authorities created under the U.S. Housing Act of 1937, 42 USCS § 1437f "Low-Income Housing Assistance," Texas Government Code Chapter 2306 "Economic Development Programs Involving Both State and Local Governments," and other related laws.

A new subgrant award is made to the agency, pursuant to the Subgrant Agreement cited above, in the amount of Twelve Thousand Nine Hundred Sixty and 00/100 Dollars ($12,960.00) for Fiscal Year 2004. This funding will permit provision of reverse mortgage counseling services for Ninety (90) clients at a unit cost of One Hundred Thirty and 00/100 Dollars ($130.00) per certificate issued and scripted screening using the project's website for One Hundred Eighty (180) clients at a unit cost of Seven and 00/100 Dollars ($7.00). This work shall be performed by the participating counselor named above as follows: Ninety (90) counselings and One Hundred Eighty (180) screenings for Joyce M. Brown.

It is understood that a portion of the total reimbursement of One Hundred Thirty and 00/100 Dollars ($130.00) per counseling completed is intended to defray costs incurred by the agency for participating counselors' attendance at monthly conference calls, client telephone call costs, and the periodic need for expedited materials delivery by USPS Priority Mail or FedEx.

Joyce M. Brown must abide by additional program requirements as follows:

1) Attend a 3-day orientation and training conference to be scheduled during April or May 2004
at a date and location to be determined. Counselors' airfare and/or local transportation, hotel room and meal costs will be paid by the project.

2) Follow the project's current protocol as updated November 2003 and attached to this Agreement as Exhibit 2.

3) Agree to abide by the AARP Foundation employee ethics policy on conflicts of interest and the solicitation or acceptance of gifts, favors, and honoraria in conjunction with their work under this agreement (Exhibit 3).

4) Commit to completing the number of counselings and screenings stated above during the first three quarters of Fiscal Year 2004 (by no later than June 30, 2004). Any funds unused by the agency at that time will no longer remain available to the agency. On the other hand, if the participating counselor achieves the target counseling and screening volume cited above as of June 30, 2004, and if sufficient subgrant funding remains available, a supplemental award may be made to the agency to cover additional counseling activities through September 30, 2004.

5) Have the option to identify up to two "assistants" from your agency who would, under the counselor's direct supervision, have access to the project's website in his/her name only for the purposes of assisting in completing the counselors' client appointment scheduling, using the scripts on the website to screen clients on behalf of the counselor, and entering client data/documentation for reimbursement purposes. This Assistant would also be required to comply with the Security and Confidentiality Agreement already in effect for the agency's two authorizing officials and participating counselor. Written procedures for nominating Assistants to participate from your agency will be issued to all participating agencies by January 31, 2004.

6) After a "first call" scheduling system has been developed, tested, and launched, provide and update information on availability for counseling project referrals and for making first calls to these clients. ("First call" means the initial call made to a client for the purpose of conducting an initial assessment and scheduling the counseling session)

All other terms of the current Subgrant Agreement remain the same and in full force and effect except for the following provisions that are modified by additional terms (italicized) or by deletion (strikethrough):

The Subgrantee understands that the AARP Foundation's insurance does not provide protections for the Subgrantee as an insured or as an additional insured. Subgrantee and AARP Foundation agree that they will, at all times during the term of this Subgrant Agreement and any future extensions or renewals, maintain in full force and effect insurance or self-insurance. Subgrantee and AARP Foundation will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

**Indemnification.** Subgrantee and AARP Foundation agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Subgrant Agreement, without waiving any sovereign immunity available to County or its
respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

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

Payment(s) shall become due to the Subgrantee only after the Project Manager is reasonably satisfied with the work performed or produced by the Subgrantee that is in accordance with the Subgrant Agreement and its approved amendments.

Subgrantee and AARP Foundation agree that the performance required under this Subgrant Agreement is service performance only and that each party remains the sole owner of the respective work each brought into this Subgrant Agreement.

This Amendment No. 1 to the Subgrant Agreement will take effect at the time the AARP Foundation receives your written acceptance.

If this letter meets with your approval, please indicate your acceptance by signing below and returning the original to: Ms. Crystal Dabney, AARP Reverse Mortgage Project, 601 E Street, NW, Room B5-550, Washington, DC 20049. Please keep the copy for your records.

Very truly yours,

Christine M. Donohoo
Director

Attachments: Exhibit 1: Rate and Manner of Compensation
               Exhibit 2: Project Protocol (12-03)
               Exhibit 3: AARP Employee Ethics Policy Excerpt
ACCEPTED AND AGREED TO:

DALLAS COUNTY:

BY: Margaret Kelker
    Dallas County Judge

Recommended:

BY: Zachary Thompson
    Director, DCHHS

*Approved as to Form:

[Signature]

BY: Bob Schell
    Chief, Civil Section
    Assistant District Attorney

*By law, the District Attorney’s Office may not advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
EXHIBIT 1:
Rate and Manner of Compensation

The Budget, and Rate and Manner of Compensation for this Subgrant shall be consistent with the Subgrantee’s approved budget (see below) and incorporated as part of this Subgrant Agreement.

Subsequent reimbursement payments will be made based upon actual reverse mortgage counseling and scripted screening services rendered by the participating counselor named during the subgrant period through September 30, 2004.

Requests for reimbursement will be processed upon receipt of a reimbursement request/invoice as authorized electronically by one of the agency’s two authorizing officials of record. This invoice that identifies clients counseled and scripted screenings completed during the period. This report is generated from the project’s internet-based client management and referral system that has been in effect since February 2002.

The amended subgrant amount shall not exceed $12,960.00 for this project’s current performance period from October 1, 2003 to September 30, 2004.

SUBGRANT BUDGET

Task

Reimbursement for new clients will be made after counseling is scheduled, completed, documented and transmitted to the AARP Foundation using the project’s internet-based client management system at www.heckcounselors.org.

Participating counselor will provide counseling services to 90 additional households at a rate of $130.00 per counseling, and provide scripted screening services to 180 households at a rate of $7.00 per screening.

Subgrantee will be reimbursed as services are documented and submitted per the formula above. (i.e. 90 counselings @ $130.00 = $11,700.00 and 180 scripted screenings @ $7.00 = $ 1,260.00 $ 12,960.00

INITIAL AWARD AMOUNT

TOTAL BUDGET

$ 16,360.00

12/03
March 16, 2004

TO: Commissioners Court

FROM: Bruce R. Sherbet, Elections Administrator

SUBJECT: Updated Prices and Additions for Items Sold by the Elections Department

ISSUE

As a result of reviewing previous court orders that establish prices for items that are routinely sold by the elections department, it has been discovered that several items available for sale are not listed. Additionally, some of the currently listed prices need to be updated. The attached list includes all items that are available for sale including updated prices for the elections department.

LEGAL

The attached list updates the items and prices listed under Court Order 86-847 (June 16, 1986), Court Order 87-123 (January 28, 1987) and Court Order 88-1498 (September 6, 1988).

SCHEDULE

If approved, a court order listing the attached changes will be submitted on March 23, 2004.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court approve the attached updated list of items (including prices) that are routinely sold by the elections department.
## Election Reports:
- **Voter Registration List:**
  - CD ROM: $10.00 + 12 cents per thousand voters
  - Mail -CD ROM (Postage): $2.00 each
  - Sample Ballots: $1.00 each
  - Election Results-Canvass Disk: $4.00 each
  - Precinct Disk: $2.00 each
  - CD-Early Voting Roster: $15.00 each
  - Precinct Guide Book-CD: $10.00 each
  - Precinct Guide Book- Hard Copy: $50.00 each
  - Hard Copy per Precinct w/ History: $10.00 each
  - Hard Copy per Precinct-w/o History: $4.00 each
  - Certified Copies: $1.00 each

### Canvass Report Paper:
- **Election Day:** $25.00 each
- **Early Voting List (In-Person Only):** $30.00 each
- **Campaign Finance Reports:** .25p/page
- **Campaign Finance Reports-Certified:** $1.00p/page

## Election Equipment Rental:
- **iVotronic:** $250.00 each
- **iVotronic Supervisor Terminal:** $275.00 each
- **ADA Voter Terminal:** $300.00 each
- **Voting Booths/Standard:** $15.00 each
- **Voting Booth/ Gemini:** $35.00 each
- **Computer Rental/Mules/Printer:** $400.00 each
- **Model 100:** $175.00 each
- **Communication Packs:** $50.00 each
- **Mail Ballot Reader:** $400.00 each
- **Modems Election Day/Set-up:** $150.00 each
- **Ballot Cans:** $5.00 each

## Election Programming:
- **Precinct:** $25.00 each
- **Contests:** $10.00 each
- **Ballot Layout:** $50.00
- **Candidates:** $5.00 each
- **Ballot Style:** $15.00 each

## Maps (Precinct/District/County Maps):
- Colored Maps (Large) 46x35: $25.00
- Colored Maps (Small) 11x17: $10.00
- Black & White (Large) 46x35: $5.00
- Black & White (Small) 11x17: $1.00

## Supplies:
- **Election Judge Kits:** $45.00 each
- **Personal Appearance Application:** .08 each
- **Ballots:** .22 each
- **Sharpies (Per Box):** $8.00 each

## Miscellaneous:
- **Election Judge List:**
  - Small: $2.00 each
  - Large: $10.00 each
- **Polling Location** (.25p/page or maximum $5.00 p/report)
- **Mail Ballots Kits:** $2.00
- **Bad Mail Kits:** $1.89
- **Xerox Copies:** .25 each
- **Delivery Charges:** $45.00
Date : February 25, 2004
TO : Dallas County Commissioners Court
FROM : Lee Devaney, Captain, Judicial Services Division
SUBJECT : Grant Application for Project Safe Neighborhood funds
Overtime for United States Marshal Task Force
THROUGH : Channels

Background Information

On January 5, 2004 the Dallas / Ft. Worth Violent Offenders Task Force was renamed to Dallas / Ft. Worth Fugitive Apprehension Strike Team. The former task force was considered an "Ad Hoc" task force. DFW FAST is now a fully functional task force consisting of full-time law enforcement officers from various state and local departments. DFW FAST offices are located in both Dallas and Ft. Worth.

DFW FAST main objective will be to investigate and apprehend persons wanted on local, state and federal violent felony warrants. The majority of these wanted persons that will be targeted by the task force will have violent criminal histories and will be known to carry firearms or associated with persons who may be armed. DFW FAST will help to apprehend these violent offenders through these cooperative investigations.

DFW FAST is requesting overtime funds from Project Safe Neighborhood. Our department is currently a participant in PSN through quarterly warrant roundups. PSN reimburses the Department for overtime used during these roundups. The additional funding that is being requested will cover overtime only for investigators who are assigned to the DFW FAST. The overtime funding is crucial because it allows officers who are assigned to the task force to operate on a 24 hour basis if needed.

The apprehension of these fugitives is a complex mission. Work hours may have to modified due to the nature of the fugitives that we are attempting to apprehend. Without flexibility, criminals will continue to evade capture. Statistics have shown that a large number of crimes are committed by repeat offenders and persons on probation and parole. The creation of DFW FAST ensures that these violent offenders warrants are being worked in a productive and efficient manner.
Program Overview

Project Safe Neighborhoods is a nationwide commitment to reduce gun crime in America by networking existing local programs that target gun crime and providing those programs with additional tools necessary to be successful. The Bush Administration will seek to commit $533 million to this effort over two years, including $233.6 million already available for this year. This funding will be used to hire new federal and state prosecutors, support investigators, provide training, and develop and promote community outreach efforts.

The effectiveness of Project Safe Neighborhoods is based on the ability of federal, state, and local agencies to cooperate in a unified offensive that is led by the newly appointed United States Attorney in every one of the 94 federal judicial districts across America. Through unprecedented partnership with federal, state, and local law enforcement, each United States Attorney will implement the five core elements of Project Safe Neighborhoods in a manner that is contoured to fit the specific gun crime problems in that district. The goal is to create safer neighborhoods by reducing gun violence and sustaining the reduction.

Individual cities and states have begun to respond effectively to this epidemic of gun violence. Model firearms programs such as "Project Exile" in Richmond, VA. and "Operation Ceasefire" in Boston, MA. are examples of the success that can be achieved in large cities throughout the country. While much of the success has been achieved by programs such as Exile and Ceasefire in select cities, the problem of gun violence remains unacceptably high for much of the nation. A national strategy is needed to ensure that every community is attacking gun violence with focus and intensity.

The Project Safe Neighborhoods initiative fulfills the criteria in Dallas County as part of the justice department's national program to reduce gun violence in America.

Impact on Operations:

There are several reasons for applying for the Project Safe Neighborhood Grant. First, the grant funds would increase the number of violent offenders being arrested. Second, it would decrease the average number of arrest warrants on-hand waiting to be served. Third, the increased contacts with wanted persons will increase the number of illegal firearms being seized. The Dallas County Sheriff's Department's objective in applying for this grant, is to arrest the most violent offenders in Dallas County. By augmenting the existing services provided by the Dallas Sheriff's Department Warrant Investigators, this program will improve service to the community by addressing the problem of an inordinate workload and it would provide the ability for scheduling flexibility to apprehend more offenders in Dallas County. This program does not require any additional staff, space, equipment, reordering of priorities or any changes in existing policy. The Grant Funds will pay overtime for Deputy/Deputies that are assigned to the United States Marshal's Services to serve criminal warrants in Dallas County. The program will conclude when all grant funding has been expended unless additional funds become available. There are no cost savings associated with this program but the cost per warrant ratio will be reduced since the program will result in more warrants being served without additional Dallas County funds.
Legal Information:

There are no legal aspects related to the submission or acceptance of the grant funding. The Warrant Execution Section will strive to remain well within all legal margins of local, state and federal laws. At all times, the laws and rights governing all peace officers are adhered to ensuring all citizens are equally protected according to the laws of the land. All documents pertaining to the filing of the grant application and any inter-local agreements or contracts must be signed by the project director and by the County Judge on behalf of Dallas County.

Financial Impact/Considerations

The grant does not require any cash or in-kind match. There is no Dallas County financial impact in making this application. This program augments the existing activities of the Dallas County Sheriff’s Department Warrant Execution Section’s responsibility in the execution of arrest warrants by providing additional personnel funding beyond what is budgeted by Dallas County. Any future funding will depend on the success of the project. This program does not require any funding by Dallas County. Since the grant only provides additional funds for existing personnel and does not require the addition of new personnel positions, Dallas County has no personnel obligations at the completion of the grant period. There are no direct costs associated with the program. Since the program utilizes Sheriff’s Department personnel and equipment, there will be minimal indirect costs to Dallas County related to the additional use of Dallas County equipment. Productivity increases are quantified by the benefit of additional Dallas County warrants being served without an increase of funding to the Sheriff’s Department by Dallas County. The increase in productivity by the grant will be documented by recording the number of warrants disposed during grant hours.

Table I
Projected Personnel Expenses per Grant Year

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Expense Item</th>
<th>Personnel and Fringe Benefits Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2004 thru January 2005</td>
<td>Salaries + Fringes</td>
<td>$12,596.47</td>
</tr>
<tr>
<td>Total Grant Budget</td>
<td></td>
<td>$12,596.47</td>
</tr>
</tbody>
</table>

Personnel
Table II identifies the budget breakdown for overtime funds and fringe benefits.

Table II
FY-2004 thru FY-2005 Projected Personnel Funds Breakdown

<table>
<thead>
<tr>
<th>TITLE OF POSITION</th>
<th>Number of Personnel</th>
<th>May 2004 thru January 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>D-I Investigators @ $33.89</td>
<td>(2) x 160 hrs</td>
<td>$10,845.00</td>
</tr>
<tr>
<td></td>
<td>= 20 hrs per month</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits – FICA</td>
<td>@ 7.65%</td>
<td>$829.64</td>
</tr>
<tr>
<td>Fringe Benefits – Retirement</td>
<td>@ 8.5%</td>
<td>$921.83</td>
</tr>
<tr>
<td>Total Personnel Budget Annually</td>
<td></td>
<td>$12,596.47</td>
</tr>
</tbody>
</table>
Commissioners Court
February 25, 2004
Page 4

Funding Source:

The grant is funded by the Bureau of Justice Assistance and is coordinated through the United States Attorney Office, Northern District of Texas. This grant will pay all of the costs relating to the program for a period of one year and there is no cost to Dallas County.

Program Results

This is a new program and there is no historical data available. Performance measures will be based on the number of warrants disposed during the program hours.

Recommendation

It is recommended that the court approve the submittal of a Bureau of Justice Assistance Grant, for Project Safe Neighborhoods to reduce gun crimes within Dallas County by arresting wanted offenders and that the County Judge be authorized to sign all related documents. The total amount requested from the Criminal Justice Division is not to exceed $12,596.47.

JIM BOWLES
SHERIFF,

Recommended by:

Lee DeVaney
Captain
Judicial Services Division
MEMORANDUM

Date: March 10, 2004

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: FY 2004 Residential Substance Abuse Treatment Grant

Background of Issue

The Dallas County Commissioners Court, through Court Order 2003-2178 dated November 25, 2003, approved the Juvenile Department’s request to submit an application for continued funding for FY 2004 from the Office of the Governor, Criminal Justice Division’s (CJD) Residential Substance Abuse Treatment (RSAT) grant. The application included a caveat that funding for FY 2004 would be restricted to nine months and not twelve months as was the standard in previous years. Funding from the Federal government for the RSAT grant will terminate in September 2004, and it’s anticipated that this grant will not be funded in the future. The purpose of this briefing is to request Commissioners Court approval to formally accept the grant award.

The RSAT grant provides for a significant portion of the cost of operating the 48-bed substance abuse treatment component at the Lyle B. Medlock Youth Treatment Center and cessation of this grant will have a major impact on our FY 2005 budget.

The original FY 2004 application submitted to CJD requested grant funding in the amount of $923,144 for the first nine months of calendar year 2004. At the time the application was submitted CJD was in discussion with Federal grant officials regarding a possible change in funding criteria. It was later determined that RSAT funding could only be used to cover costs that are directly allocable to the provision of substance abuse treatment and counseling and not for standard costs associated with placing a child in residential placement.

Following this change, a revised operating budget was submitted to CJD that accounted for the new funding guidelines. In a letter dated February 11, 2004, CJD officially notified this department that we were awarded $775,906 in funding. However, it was later discovered that the CJD award was for a 12 month grant cycle and not for the intended nine month grant cycle as was required by the application guidelines. We notified CJD of the ‘over funding’ and now they request we: (1) accept the current grant award of $775,906; (2) submit a grant adjustment request to de-obligate the over funded award amount and (3) submit a new nine month budget. The revised award from CJD will be $581,930 and will require a cash match of $193,977.
Operational Impact

Operation of the Medlock Center is contracted to Correctional Services Corporation (CSC). Juvenile Department staff in the Placement and Contract Services units are responsible for identifying and referring youth to this program as well as monitoring for contract compliance and program effectiveness.

Performance Measures

The Juvenile Department uses the following primary performance measures in evaluating CSC's effectiveness in operating the Medlock Center: successful discharge rate, length of stay in days, and recidivism. Performance data for the first quarter of FY 2004 is currently being collected.

Fiscal Impact

The adjusted CJD grant award amount will be $581,930. The Office of Budget and Evaluation has been informed of this adjustment. The grant requires a local grantee cash match of $193,977, which is 25 percent of the total project cost of $775,907. Based on expenses that will be incurred by the County for CSC's per diem, utilities and other facility operating costs associated with the 48-bed RSAT program, the department will be able to meet this cash match requirement without any additional funding from the county's general fund. As shown below, the RSAT grant awards will reduce the County's per diem cost for a substance abuse bed from $93.93 per day to $34.93.

\[
\begin{align*}
\text{CSC per diem} & = 93.93 \\
\text{Funding from RSAT Grant (}$775,907 / 274 days / 48 beds$) & = 59.00 \\
\text{Net per diem cost to County} & = 34.93
\end{align*}
\]

For FY's 2001, 2002 and 2003, the grant award amounts were those amounts applied for in the applications. Those amounts as compared to FY 2004 are as follows:

<table>
<thead>
<tr>
<th></th>
<th>FY 2001</th>
<th>FY 2002</th>
<th>FY 2003</th>
<th>FY 2004</th>
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</thead>
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<tr>
<td>CJD</td>
<td>$1,165,561</td>
<td>$1,340,782</td>
<td>$1,246,347</td>
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<tr>
<td>Match</td>
<td>$388,521</td>
<td>$446,927</td>
<td>$486,907</td>
<td>$193,977</td>
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<tr>
<td>Total</td>
<td>$1,554,082</td>
<td>$1,787,709</td>
<td>$1,733,254</td>
<td>$775,907</td>
</tr>
</tbody>
</table>

Legal Impact

The signature of the Dallas County Judge as Authorized Official, Dallas County Auditor as Financial Officer, and Director of Juvenile Services as Project Director are required on the Grantee Acceptance Notice. This notice must be submitted to the State of Texas, Office of the Governor, Criminal Justice Division by March 27, 2004. CJD also requires the grant adjustment request be signed by the Authorized Official and be submitted with the grantee acceptance notice. CJD requires that all grantees provide formal assurance that in the event of the loss or misuse of grant funds, the grantee assures that all funds will be returned to CJD in full.
Recommendation

It is recommended that the Dallas County Commissioners Court formally accept the award of $775,906 in Residential Substance Abuse Treatment Grant funding from the Office of Governor, Criminal Justice Division and authorize the Dallas County Judge, Dallas County Auditor, and Director of Juvenile Services to sign the Grantee Acceptance Notice on behalf of Dallas County.

It is also recommended that the Dallas County Commissioners Court authorize the Dallas County Judge to sign the grant adjustment request that reduces the above award to $581,930 on behalf of Dallas County.

Recommended by: Michael K. Goffans, Director
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
GRANT ACCEPTANCE NOTICE

RT-03-A10-14874-07  Dallas County  Residential Drug Treatment Center

Grant Acceptance:

This Acceptance Notice must be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by March 27, 2004.

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

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

X  Signature of Authorized Official  Date

Verification of Information and Sample Signatures:

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

X YES  Select YES if the all of the information below is correct, sign, and return to CJD.

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

Authorized Official

Name:  The Honorable Margaret Kelicher  Position:  County Judge
Address:  411 Elm Street, Suite 200  City/State/Zip:  Dallas, Texas 75202-3588
Phone:  (214) 653-7555  Fax:  (214) 653-6586  Email:  mkelicher@dallascounty.org

Project Director

Name:  Mr. Michael Griffiths  Position:  Director of Juvenile Services
Address:  2600 Lone Star Drive  City/State/Zip:  Dallas, Texas 75212
Phone:  (214) 698-2223  Fax:  (214) 698-5508  Email:  mgriffiths@dallascounty.org

X  Signature of Project Director  Date

Financial Officer

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

X  Signature of Financial Officer  Date

CJD Grant Manager:  Switzer, Judy  Post Office Box 12428, Austin, Texas 78711  (512) 463-1919
March 9, 2004

Judy Switzer
Grant Manager
State of Texas
Office of the Governor
Criminal Justice Division
1100 San Jacinto
PO Box 12428
Austin, Texas 78711

RE: Grant Adjustment

Dear Ms. Switzer,

Dallas County received official notification in a letter from Governor Perry dated February 11, 2004 regarding Dallas County being awarded $775,906 in grant funding for the Residential Drug Treatment Center. Per your request, Dallas County is accepting the grant award but is requesting to de-obligate the applicable amount as the annualized expense report submitted did not account for the nine month grant period. Enclosed with this request is the grant acceptance notice and revised budget. Please contact the Project Director, Michael K. Griffiths, Director of Juvenile Services, if you need further information.

Sincerely,

Margaret Keiliher
Dallas County Judge
Grant Budget

1. a) Legal Name of Organization: Dallas County Juvenile Department
   b) Title of Project: Residential Drug Treatment Center
   c) Grant Period: From: 01/01/2004, To: 09/30/2004
   d) Grant Number: RT-03-A10-14874-07

2. ENTER Minimum Cash Match Percentage (If Applicable): 25%
3. ENTER CJD Requested Amount: $581,930

4. ENTER Program Income Applied to this Budget (If Applicable):

5. Minimum Cash Match Amount: $193,977
6. Total Project Cost Amount: $775,907

BUDGET DETAIL

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<tr>
<th>Personnel</th>
<th>% of Base Salary</th>
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<th>CJD Funds</th>
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<tr>
<td></td>
<td>$581,930</td>
<td>$193,977</td>
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<th>Travel and Training</th>
<th>CJD Funds</th>
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<table>
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<tr>
<th>Supplies and Direct Operating Expenses</th>
<th>CJD Funds</th>
<th>Match</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Indirect Costs (the Direct Costs Against Which the Indirect Rate is Charged)</th>
<th>CJD Direct Costs</th>
<th>Match Direct Costs</th>
<th>Indirect Rate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td>$0</td>
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</table>

BUDGET SUMMARY

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<th>Budget Categories</th>
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<th>Match</th>
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<tbody>
<tr>
<td>Personnel</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual and Professional Services</td>
<td>$581,930</td>
<td>$193,977</td>
<td>$775,907</td>
</tr>
<tr>
<td>Travel and Training</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Supplies and Direct Operating Expenses</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$581,930</td>
<td>$193,977</td>
<td>$775,907</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$581,930</td>
<td>$193,977</td>
<td>$775,907</td>
</tr>
</tbody>
</table>

Actual Cash Match Percentage: 25.0%
RSAT BUDGET
RSAT FY 2004 Budget for period January 1, 2004 - September 30, 2004

Grant Number: RT-03-A10-14874-07
Grantee: Dallas County
Project Title: Residential Drug Treatment Center
Grant Period: January 1, 2004 to September 30, 2004
Funding Source: RT-Residential Substance Abuse Treatment Grant Program

<table>
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<tr>
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<th>In-Kind</th>
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</thead>
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<td>A. Personnel:</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>B. Contractual:</td>
<td>$581,930</td>
<td>$193,977</td>
<td>$0</td>
<td>$775,907</td>
</tr>
<tr>
<td>C. Travel:</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>D. Equipment:</td>
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<td>$0</td>
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<tr>
<td>E. Construction:</td>
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<td>$0</td>
<td>$0</td>
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<tr>
<td>F. Supplies:</td>
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<td>$0</td>
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<td>G. Indirect:</td>
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<td>$0</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$581,930</strong></td>
<td><strong>$193,977</strong></td>
<td><strong>$0</strong></td>
<td><strong>$775,907</strong></td>
</tr>
</tbody>
</table>

48 beds @ $59.00 (rounded) per day x 274 days = $775,907
March 4, 2004

TO: Commissioners Court

THROUGH: Allen Clemson, Administrator

FROM: Chris Thompson, Director Communications & Central Services

SUBJECT: Acceptance of Seized Vehicle

BACKGROUND
Court Order No. 2003-1095, dated June 24, 2003 approved the Dallas County Criminal District Attorney’s Office to share in certain assets seized by the Federal Government and its agencies during joint operations. This agreement, known as the Federal Equitable Sharing Agreement, entitles the U.S. Department of Justice, U.S. Treasury Department and the Dallas County Criminal District Attorney’s Office to seized vehicles. The District Attorney is requesting a seized vehicle be placed in the County fleet.

OPERATIONAL IMPACT
The seized vehicle is a 2000 Honda Accord EX, VIN 1HGCG2257YA041052 with 43,859 miles. It has been evaluated by the County Automotive Service Center. In order to place this vehicle in service, $2,100 in repairs are required. Employees of the District Attorney’s Office, Justice of the Peace/Truancy Division will use the vehicle to make pick up and deliveries for the Justice of the Peace Courts docket circuit. This will eliminate reimbursing employees’ mileage for using their personal vehicles.

In addition, the District Attorney is requesting a space for the Honda to be added to the parking allocated to the District Attorney’s Office in Garage "C" at the Frank Crowley Courts Building Complex as specified in Court Order No. 2001-979.

FINANCIAL IMPACT
The approximate retail value of this vehicle is $15,000. District Attorney Forfeiture Funds will be used to pay initial estimated repair expenses of $2,100 as well as ongoing service and maintenance.

LEGAL IMPACT
The vehicle will be placed into the Dallas County fleet inventory as an unmarked vehicle.

RECOMMENDATION
The Automotive Service Center recommends the Court approve the District attorney’s request to accept and place this vehicle into the County fleet.
March 16, 2004

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Annual Contract for Ammunition, Bid No. 2003-112-1357 (Insurance Requirements)

BACKGROUND/ISSUE
Dallas County Commissioners Court has approved a new/revised Vendor Insurance requirement policy (Court Order No. 2003-1792). The above reference contract will need to be amended to be in compliance with the newly adopted policy. It is requested that the following contract be amended:

Bid No. 2003-112-1357, Annual Contract for Ammunition, as awarded to Precision Delta Corp. and C & G Wholesale for the period July 25, 2003 through July 24, 2004 (Court Order No. 2003-1270). The specifications contain automobile insurance coverage. This coverage is not required because the items that are delivered to the County are shipped via common carrier.

This is a request to waive the automobile insurance requirement pursuant to the County’s revised Vendor Insurance requirement policy.

FINANCIAL IMPACT
Dallas County Auditor’s is withholding payment in the amount of $800.00 to Precision Delta Corp. and $785.00 to C & G Wholesale.

RECOMMENDATION
The Purchasing Department recommends that the automobile coverage is waived in accordance with Court Order 2003-1792 and payment of all invoices being held by the Auditor’s office be released.

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

Approved by:

Phillip J. Vasquez, Purchasing Director

cc: Virginia Porter, Auditor’s Office

File
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: March 10, 2004

To: Members of Commissioners Court

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

Subject: Community Information and Education Fair

Background
The Human Resources/Civil Service Department is requesting Commissioners Court approval to sponsor a Community Information and Education Fair. The fair will allow employees to obtain information from various community organizations regarding summer programs for children, and related services and events in the Dallas area. Also, the fair will provide employees with the latest information from local colleges, universities and technical schools. Last year, over 400 county employees visited the recruiting booths within a three-hour period. This year’s Fair will once again, be held in the Old Red Courthouse.

Impact on Operations
Sponsoring such an event in the workplace will provide county employees with valuable information for both themselves and their families on community-based programs and educational opportunities.

Financial Impact
Expenses will be paid from the Human Resources/Civil Service budget and will not require additional funding.

Recommendation (or Recommendations)
The Human Resources/Civil Service Department recommends Commissioners Court approve the Department’s request to sponsor a Community Information Education Fair on April 16, 2004, for the employees of Dallas County.

Recommended by:

Mattye Mauldin-Taylor, Ph.D.

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

Q:\Briefings 2004\Training\Education Fair 031604.doc
Date: March 10, 2004

To: Members of the Commissioners Court

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

Subject: Review and Approval of the Sheriff’s Department Minimum Requirements
        Law Enforcement and Detention Service Supervisor and Manager Positions

Background
During the January Sheriff’s Civil Service meeting, the commission approved minimum requirements for education and experience for positions covered under law enforcement, as well as detention service supervisor and detention service manager positions. In addition, modifications were made to promotional testing procedures to reflect the utilization of a new exam entitled “B-Pad”, instead of an oral board for law enforcement positions. Based on the results of the meeting, the Human Resources/Civil Service submits the attached job descriptions for review and approval.

For ease in understanding what has been discussed and changed, attachment A outlines all discussions and approvals since 1998 and includes the current recommendations.

Impact on Operations
The job descriptions that have been submitted are consistent with the policies and procedures established to ensure conformity throughout Dallas County. As far as recommended changes, all deleted language will have strikethroughs and all new language will be underlined.

Financial Impact
Adoption of the minimum requirements for all law enforcement, detention service supervisor, and detention service manager positions will not impose any additional financial impact to the department.

Legal Review
The Civil Section of the District Attorney’s Office has reviewed the recommended minimum requirements for these positions.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court adopt the attached modified Sheriff’s Department minimum requirements for law enforcement, detention service supervisor, and detention service manager positions as submitted and approved by the Sheriff’s Civil Service Commission.

Recommended by: [Signature]

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

Q:\Briefings 2004\Sheriff_revision of minimum qual_DSO and LE_supv_mgr positions 031604.doc
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Completed one year as a Detention Service Officer or 30 hours of college with no DSO experience</td>
<td>Completed 3 years as a Detention Service Officer with Sheriff's Department or Sheriff's Department or Sheriff's Department of 45 semester hours of college credit from an accredited college or university with a &quot;C&quot; or better and successful completion of employment probationary period</td>
<td>Completed 2 years as a Detention Service Officer or 30 hours of college from an accredited college or university with a &quot;C&quot; or better and no DSO experience</td>
<td>Must have 3 years service as a Deputy and 45 hrs. college credit from an accredited college or university with a &quot;C&quot; or better, or 6 yrs. as a Deputy before testing date</td>
</tr>
<tr>
<td>Must have 2 years service as a Deputy and 30 hrs. college credit from an accredited college with a &quot;C&quot; or better, or have 6 yrs. of experience as a Deputy before testing date</td>
<td>Must have 3 years of service as a Deputy and have completed 45 semester hours of college credit from an accredited college or university with a &quot;C&quot; or better</td>
<td>Must have completed 45 semester hours of college credit from an accredited college or university with a &quot;C&quot; or better</td>
<td>Must have 3 years service as a Deputy and 45 hrs. college credit from an accredited college or university with a &quot;C&quot; or better, or 6 yrs. as a Deputy before testing date</td>
</tr>
<tr>
<td>Qualifications</td>
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<td>Requirement 3</td>
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<tr>
<td>---------------</td>
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<td>--------------</td>
</tr>
<tr>
<td>1 year service as a Sergeant with 45 hours of college and or Sergeant for 3 years</td>
<td>Must have at least 2 years as a Sr. Sergeant (DIII) or Detention Service Supervisor (DSS) and have completed 60 semester hours of college credit from an accredited college or university with a &quot;C&quot; or better, or have 6 years of experience as a Sr. Sergeant or DSS prior to testing date.</td>
<td>Must have at least 2 years as a Sr. Sergeant (DIII) or Detention Service Supervisor (DSS) and have completed 60 semester hours of college credit from an accredited college or university with a &quot;C&quot; or better, or have 6 years of experience as a Sr. Sergeant or DSS prior to testing date.</td>
<td>Must have at least 2 years as a Sr. Sergeant (DIII) and have completed 60 hours of college credit from an accredited college or university with a &quot;C&quot; or better, or Sergeant for 6 years</td>
</tr>
<tr>
<td>Must have 1 year as a Lieutenant and 60 hours of college or Lieutenant for three years</td>
<td>Must serve at least 2 years as a Lieutenant (D-IV) or Detention Service Manager (DSM) prior to testing date.</td>
<td>Must serve at least 2 years as a Lieutenant (D-IV) or Detention Service Manager (DSM) prior to testing date.</td>
<td>Must have 2 years as a Lieutenant and 60 hours of college credit from an accredited college or university with a &quot;C&quot; or better, or 6 years as a Lieutenant</td>
</tr>
<tr>
<td>Completed 2 years of continuous service as a DSO with the Dallas County Sheriff's Department prior to the testing date.</td>
<td>Completed 2 years of continuous service as a DSO with the Dallas County Sheriff's Department prior to the testing date.</td>
<td>Completed 2 years of continuous service as a DSO with the Dallas County Sheriff's Department prior to the testing date.</td>
<td>Must have 2 years service as a DSO with the Dallas County Sheriff's Department and 15 hours college credit from an accredited college or university with a &quot;C&quot; or better, or 3 years as DSO</td>
</tr>
<tr>
<td>Qualifications</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>--------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>Must have completed 1 year of continuous service as a Detention Service Supervisor with the Dallas County Sheriff's Department prior to the testing date.</td>
<td>Must have completed 1 year of continuous service as a Detention Service Supervisor with the Dallas County Sheriff's Department prior to the testing date.</td>
<td>Must have completed 1 year of continuous service as a Detention Service Supervisor with the Dallas County Sheriff's Department prior to the testing date.</td>
<td>Must have 1 year service as a Detention Service Supervisor with the Dallas County Sheriff's Department and 15 hours college credit from an accredited college or university with a &quot;C&quot; or better, or 2 years as Detention Service Supervisor</td>
</tr>
</tbody>
</table>
DALLAS COUNTY JOB DESCRIPTION – RECOMMENDED

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Deputy I</th>
<th>Job Code:</th>
<th>900000</th>
<th>Job Grade:</th>
<th>66</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports To:</td>
<td>Shift Commander</td>
<td>Pos. No:</td>
<td>Various</td>
<td>FLSA Code:</td>
<td>N</td>
</tr>
<tr>
<td>Department:</td>
<td>Sheriff</td>
<td>Loc. Code:</td>
<td>Various</td>
<td>SIC Code:</td>
<td>9221</td>
</tr>
<tr>
<td>Division:</td>
<td>Various</td>
<td>CS Code:</td>
<td>C</td>
<td>WC Code:</td>
<td>7720</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EEO Code:</td>
<td>D04</td>
</tr>
</tbody>
</table>

Summary of Functions: Performs a variety of law enforcement and related activities.

Management Scope: N/A

Duties and Responsibilities:

<table>
<thead>
<tr>
<th>% of Time</th>
<th>Essential Non-essential</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Arrests</td>
<td></td>
</tr>
<tr>
<td>- Researches and identifies the location of individuals wanted on felony warrants,</td>
<td></td>
</tr>
<tr>
<td>- Executes criminal and search warrants, and makes arrests,</td>
<td></td>
</tr>
<tr>
<td>- Collects and preserves evidence,</td>
<td></td>
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<tr>
<td>- Transports individuals to jail, and</td>
<td></td>
</tr>
<tr>
<td>- Books voluntary and involuntary individuals into jail.</td>
<td></td>
</tr>
<tr>
<td>2. Warrants</td>
<td></td>
</tr>
<tr>
<td>- Researches charges on inmates,</td>
<td></td>
</tr>
<tr>
<td>- Monitors arraignments,</td>
<td></td>
</tr>
<tr>
<td>- Serves outstanding warrants on individuals and prepares related documents, and</td>
<td></td>
</tr>
<tr>
<td>- Accepts cash and cash equivalents to allow individuals to bond out of jail or pay court assessed fines/court costs.</td>
<td></td>
</tr>
<tr>
<td>3. Patrol</td>
<td></td>
</tr>
<tr>
<td>- Patrols unincorporated and other assigned areas of the County,</td>
<td></td>
</tr>
<tr>
<td>- Enforces traffic laws and commercial vehicle weight/size regulations,</td>
<td></td>
</tr>
<tr>
<td>- Inspects trouble-prone areas, checking security of local businesses and residences,</td>
<td></td>
</tr>
<tr>
<td>- Answers complaint calls,</td>
<td></td>
</tr>
<tr>
<td>- Investigates crimes and disturbances,</td>
<td></td>
</tr>
<tr>
<td>- Interviews witnesses, gathers evidence and interrogates suspects,</td>
<td></td>
</tr>
<tr>
<td>- Makes arrests, and</td>
<td></td>
</tr>
<tr>
<td>- Prepares offense and incident reports.</td>
<td></td>
</tr>
<tr>
<td>4. Investigative Research &amp; Physical Evidence</td>
<td></td>
</tr>
<tr>
<td>- Conducts specialized criminal investigations and interdepartmental investigations, if required,</td>
<td></td>
</tr>
<tr>
<td>- Participates in developing, interpreting, and evaluating intelligence</td>
<td></td>
</tr>
</tbody>
</table>
information,
- Participates in coordinating investigative actions with Federal, State and other local agencies,
- Ensures physical evidence is properly received, safeguarded and the chain of custody is maintained.

5. Security
- Provides courtroom security and prisoner security,
- Provides armed security for public portions of the jails and the Sheriff's administrative facilities, and
- Conducts unannounced detailed physical searches of inmates, cells and other jail facilities to locate and seize contraband.

6. Transports inmates to and from various locations.

7. Human Resources
- Recruits applicants and performs pre-employment interviews,
- Conducts detailed background investigations, and
- Participates in Academy training of new and transferred employees.

8. Performs other duties as required by the Sheriff.

Minimum Qualifications:

Education, Experience and Training:
Have at least 30 semester hours of college credit or three (3) years satisfactory service as a Detention Service Officer, and have successfully fulfilled all State and Department commissioning requirements. Requires completion of two (2) years as a Detention Service Officer (DSO), or thirty (30) hours of college from an accredited college or university with a grade "C" or better with no DSO experience.

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Must be at least 21 years of age. This position requires successful completion of a polygraph exam, psychological exam, physical exam and extensive background investigation. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment, and is subject to random, unannounced drug/alcohol testing. Ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions (b) efficiently organize and process work (c) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting, standing, slow walking, running and regular ascent/descent of stairs. Must be able to attack or restrain a violent individual. Must be able to work a 10-hour shifts covering 7 days 24 hours with nonstandard weekends and holidays. If assigned to Detention, the incumbent must regularly participate in practice fire drills requiring (1) dressing in protective fire equipment, (2) pulling and operating fire hoses, and (3) the rapid climbing or descent of up to 9 flight of stairs while wearing 60 pounds of protective equipment. The equipment consists of a fire fighter coat and protective helmet with face shield, self-contained breathing apparatus with face mask and a portable fire extinguisher.
Hay Points/Point Factor:
N/A

Supervisor Signature ___________________________ Date ________________

Reviewed by Human Resources/Civil Service on Date ________________

Approved by Civil Service Commission on Date ________________

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**DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED**

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Deputy I (Bailiff)</th>
<th>Job Code:</th>
<th>900030</th>
<th>Job Grade:</th>
<th>66</th>
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<tr>
<td>Reports To:</td>
<td>Shift Commander</td>
<td>Pos. No:</td>
<td>Various</td>
<td>FLSA Code:</td>
<td>N</td>
</tr>
<tr>
<td>Department:</td>
<td>Sheriff</td>
<td>Loc. Code:</td>
<td>0562155</td>
<td>SIC Code:</td>
<td>9221</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>WC Code:</td>
<td>7720</td>
</tr>
<tr>
<td>Division:</td>
<td>Bailiff</td>
<td>CS Code:</td>
<td>C</td>
<td>EEO Code:</td>
<td>D04</td>
</tr>
</tbody>
</table>

**Summary of Functions:** Maintains safety, security and decorum in Dallas County courts, carries out Judges' orders, and handles prisoners.

**Management Scope:** N/A

**Duties and Responsibilities:**

<table>
<thead>
<tr>
<th>% of Time</th>
<th>Essential</th>
<th>Non-essential</th>
</tr>
</thead>
</table>

1. Ensures courtroom security, protects Judge and collects and retains unauthorized weapons from persons entering courtroom. 
3. Seats jury panels, gives instructions to juries, escorts juries to and from jury room, and numbers and delivers jury lists. 
4. Carries out judge's orders, makes arrests and searches prisoners, delivers prisoners to courtroom as ordered, and serves subpoenas. 
5. Delivers reports or other items. 
6. Displays exhibits for the benefit of the jury as required. 
7. Performs other duties as assigned.

**Minimum Qualifications:**

**Education, Experience and Training:**

Have at least 30 semester hours of college credit or one (1) year satisfactory service as a Detention Service Officer, and have successfully fulfilled all State and Sheriff's Department commissioning requirements. This position requires successful completion of a polygraph exam, psychological exam, physical exam, and extensive background investigation and is subject to random, unannounced drug/alcohol testing. Requires completion of two (2) years as a Detention Service Officer (DSO), OR thirty (30) hours of college from an accredited college or university with a grade "C" or better with no DSO experience.

**Special Requirements/Knowledge, Skills & Abilities:**

Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Must be at least 21 years of age. This
position requires successful completion of a polygraph exam, psychological exam, physical exam, and extensive background investigation. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment. Ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions (b) efficiently organize and process work (c) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public. Mandatory drug test prior to and during employment. Approved by Commissioners Court on 7/6/99.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting, standing, slow walking, running and regular ascent/descent of stairs. Must be able to attack or restrain a violent individual. Must be able to work 8 and 10-hour shifts covering 7 days 24 hours with nonstandard weekends and holidays.

Hay Points/Point Factor:
N/A

Supervisor Signature ________________________ Date ____________________

Reviewed by Human Resources/Civil Service on Date ____________________

Approved by Civil Service Commission on Date ____________________

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DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED

Job Title: Deputy II (Lance-Sergeant)  Job Code: 900050  Job Grade: 67
Reports To: Senior Sergeant  Pos. No: Various  FLSA Code: N
Department: Sheriff  Loc. Code: Various  SIC Code: 9221
Division: Auto Insurance Fraud Task Force  CS Code: C  WC Code: 7720  EEO Code: D04

Summary of Functions: Supervises and performs investigations regarding automobile insurance fraud, working in conjunction with the County’s District Attorney’s Office, local and State law enforcement agencies and insurance companies.

Management Scope: Acts as lead in supervising and training Deputy Is.

Duties and Responsibilities:  % of Time

<table>
<thead>
<tr>
<th>Duties and Responsibilities</th>
<th>30</th>
<th>Essential</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Oversees compliance with all current Auto Theft Prevention Authority – ATPA (Grantor) rules and regulations, and local, State and Federal laws, and as well as established policies and procedures that are in effect by Dallas County and Dallas County Sheriff’s Department.</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>2. Supervises and participates in the training of other law enforcement agencies, insurance company personnel and the general public in the awareness and identification of automobile insurance fraud as related to automobile theft.</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3. Assignment Assigns tasks, provides training and developmental activities of staff and ensures compliance with mandatory training requirements.</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4. Responsible for the oversight and monitoring of all Oversees and monitors investigations conducted by the Regional Auto Insurance Fraud Task Force of North Texas.</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>5. Responsible for the proper care and disposal of evidence and or property handled.</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td>6. Assigns personnel and functions within command as necessary to fulfill the goals or mission of the RAIFTNT and provides direction and supervision as required.</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td>7. Creates, maintains and submits monthly activity, personnel and equipment reports to the chain-of-command.</td>
<td></td>
<td>N</td>
</tr>
<tr>
<td>8. Performs other duties as assigned.</td>
<td></td>
<td>N</td>
</tr>
</tbody>
</table>
Minimum Qualifications:

Education, Experience and Training:
Must be at least 21 years of age, have at least 30 semester hours of college credit or one (1) year satisfactory service as a Detention Service Officer, and have successfully fulfilled all State and Sheriff’s Department commissioning requirements, served as a Deputy I and been appointed to the Deputy II position. Must have successfully maintained all State and Sheriff’s Department Commissioning requirements, served two (2) continuous years as a Deputy I and been promoted to the Deputy II position.

Special Requirements/Knowledge, Skills & Abilities:
Skilled in the use of standard software applications. Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Must be at least 21 years of age. This position requires successful completion of a polygraph exam, psychological exam, physical exam and an extensive background investigation. Mandatory drug testing prior to employment, and will be This position is subject to random, unannounced drug and/or alcohol testing during employment. Must be a sworn member of the Dallas County Sheriff’s Department with an intermediate Certificate issued by TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education). Must possess the knowledge, skills and personal characteristics necessary to be supervisor within the Operations Services Bureau of the Dallas County Sheriff’s Department with minimal direct supervision. Good communication, organizational, interviewing, writing, reading, reading comprehension, mathematical, interpersonal, computer supervisory skills are preferred.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting, standing, slow walking, running and regular ascent/descent of stairs. Must be able to attack or restrain violent individuals, must be able to work flexible hours some week ends and Holidays.

Hay Points/Point Factor:
N/A

Supervisor Signature ___________________________ Date ________________ 

Reviewed by Human Resources/Civil Service on __________________________ Date ________________

Approved by Civil Service Commission on __________________________ Date ________________

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED

Job Title: Deputy II (Corporal)  
Job Code: 900050  
Job Grade: 67

Reports To: Shift Commander  
Pos. No: Various  
FLSA Code: N

Department: Sheriff  
Loc. Code: 0522164  
SIC Code: 9221  
WC Code: 7720

Division: Patrol – Unincorporated Areas  
CS Code: C  
EEO Code: D04

Summary of Functions: Supervises and participates in the patrol of unincorporated areas of Dallas County.

Management Scope: Unincorporated area patrol is staffed with three D- IIs, three D- IIs, and 30 D- Is. When a D- III is not working (weekends, holidays, vacation, etc), the D-II assumes full shift supervision. When a D- III is working, the D-II acts as lead person on the shift. Acts as lead to shift staff and assumes full supervision in the absence of the Deputy III.

Duties and Responsibilities:

1. Supervises and participates in the patrol and inspection of trouble-prone areas, checks security checking of local businesses and residences and answering of answers complaints and police emergency calls.  
   % of Time: 50  
   Essential: E

2. Supervises and participates in the investigation of crimes and disturbances including interviewing of witnesses, gathering of evidence, interrogation of suspects, making of arrests and preparation of offence and incident reports.  
   % of Time: 25  
   Essential: E

3. Supervises and participates in the enforcement of traffic laws, evaluates all traffic complaint compliance jackets for accuracy and completeness and investigates traffic accidents.  
   % of Time: 20  
   Essential: E

4. Performs other duties as assigned.  
   % of Time: 05  
   Essential: N

Minimum Qualifications:

Education, Experience and Training:  
Must be at least 21 years of age have at least 30 semester hours of college credit or one (1) year satisfactory service as a Detention Service Officer, and have successfully fulfilled all State and Sheriff’s Department commissioning requirements, served as a Deputy I and been appointed to the Deputy II position. Must have successfully maintained all State and Sheriff’s Department Commissioning requirements, served two (2) continuous years as a Deputy I and been promoted to the Deputy II position.

Special Requirements/Knowledge, Skills & Abilities:  
Skilled in the use of standard software applications. Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Must be at least 21 years of age. This position requires successful completion of a polygraph test.
exam, psychological exam, physical exam and an extensive background investigation. Mandatory drug testing prior to employment, and will be this position is subject to random, unannounced drug and/or alcohol testing during employment. Ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions (b) efficiently organize and process work (c) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public. Mandatory drug test prior to and during employment. Approved by Commissioners Court on 7/6/99.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. Prolonged sitting while monitoring radio traffic and supervising patrol activities from both a squad car as well as Patrol headquarters. Must be able to competently perform personal defensive tactics against a suspect or attacker and restrain a violent individual. Works a fixed 8-hour shift 5 days per week with nonstandard weekends and holidays.

Hay Points/Point Factor:
N/A

Supervisor Signature ____________________________ Date ____________________________

Reviewed by Human Resources/Civil Service on Date ____________________________

 Approved by Civil Service Commission on Date ____________________________

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED

Job Title: Deputy III (Sr. Sergeant)  
Job Code: 900070  
Job Grade: 68

Reports To: Shift Commander  
Pos. No: Various  
FLSA Code: E

Department: Sheriff  
Loc. Code: Various  
SIC Code: 9221  
WC Code: 7720

Division: Various  
CS Code: C  
EEO Code: D04

Summary of Functions: Supervises a section outside of detention or supervises a shift within a detention facility.

Management Scope: Supervises shift staff.

Duties and Responsibilities:  

<table>
<thead>
<tr>
<th>% of Time</th>
<th>Essential Non-essential</th>
</tr>
</thead>
</table>

1. Supervises staff in the following areas of responsibility:

   a. Arrests  
      - Researches and identifies the location of individuals wanted on felony warrants,  
      - Executes criminal and search warrants, and makes arrests,  
      - Collects and preserves evidence,  
      - Transports individuals to jail, and  
      - Books voluntary and involuntary individuals into jail.  

   b. Warrants  
      - Ensures computer input and physical control of all Class A and B misdemeanor and felony warrants,  
      - Researches charges on inmates,  
      - Monitors arraignments,  
      - Serves outstanding warrants on individuals and prepares related documents, and  
      - Accepts cash and cash equivalents to allow individuals to bond out of jail or pay court assessed fines/court costs.  

   c. Patrol  
      - Patrols assigned areas of the County,  
      - Enforces traffic laws and commercial vehicle weight/size regulations,  
      - Inspects trouble-prone areas, checking security of local businesses and residences,  
      - Answers complaint calls,  
      - Investigates crimes and disturbances,  
      - Interviews witnesses, gathers evidence and interrogates suspects,  
      - Makes arrests, and  
      - Prepares offense and incident reports.
d. Investigative Research & Physical Evidence
   - Conducts specialized criminal investigations and interdepartmental investigations, if required,
   - Participates in developing, interpreting and evaluating intelligence information,
   - Participates in coordinating investigative actions with Federal, State and other local agencies,
   - Ensures physical evidence is properly received, safeguarded and the chain of custody is maintained.

e. Security
   - Ensures security for the public and inmates, in the courtrooms, in public and secured portions of the jails and in the Sheriff's administrative facilities,
   - Controls prisoner behavior in holdover and housing unit cells, including inmate physical head counts,
   - Conducts unannounced detailed physical searches of inmates, cells and other jail facilities to locate and seize contraband, and
   - Maintains fire, riot and other equipment required to rapidly respond to all types of emergencies.

f. Transportation
   - Transports inmates to and from various locations, and
   - Supervised a local, statewide, regional and national pick-up and return system for individuals arrested by other law enforcement agencies.

g. Human Resources
   - Participates in pre-employment interviews and detailed background investigations for new employees, and
   - Participates in Academy training of Detention Service Officers and Deputy-I employees, as well as supervises training and evaluation of new and transferred employees.

2. Performs other duties as required by the Sheriff.

Minimum Qualifications:

Education, Experience and Training:
Must have successfully maintained all State and Sheriff's Department commissioning requirements. Must have at least 45 hours of college from an accredited college or university with a grade "C" or better, and served three (3) continuous years as a Deputy Sheriff and been promoted to the Deputy III position, OR served six (6) continuous years as a Deputy Sheriff and been promoted to the Deputy III position.

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment. Ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions (b) efficiently organize and process work (c) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general
publie

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting. Must be able to competently perform personal defensive tactics against a suspect or inmate attack and restrain a violent individual. Able to work fixed 8-hour shifts 5-days-per-week with non-standard weekends and holidays. Works in various internal and external locations throughout the department and the county.

Hay Points/Point Factor:
N/A

Supervisor Signature ___________________________ Date ________________

Reviewed by Human Resources/Civil Service on Date ________________

Approved by Civil Service Commission on Date ________________

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DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Deputy IV (Lieutenant)</th>
<th>Job Code:</th>
<th>900090</th>
<th>Job Grade:</th>
<th>69</th>
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<tr>
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<td>Shift Commander</td>
<td>Pos. No.:</td>
<td>Various</td>
<td>FLSA Code:</td>
<td>E</td>
</tr>
<tr>
<td>Department:</td>
<td>Sheriff</td>
<td>Loc. Code:</td>
<td>Various</td>
<td>SIC Code:</td>
<td>9221</td>
</tr>
<tr>
<td></td>
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<td>WC Code:</td>
<td>7720</td>
</tr>
<tr>
<td>Division:</td>
<td>Various</td>
<td>CS Code:</td>
<td>C</td>
<td>EEO Code:</td>
<td>D04</td>
</tr>
</tbody>
</table>

Summary of Functions: Manages a section outside of detention or manages a shift within a detention facility.

Management Scope: Supervises shift staff.

Duties and Responsibilities:

<table>
<thead>
<tr>
<th>% of Time</th>
<th>Essential</th>
<th>Non-essential</th>
</tr>
</thead>
</table>

1. Manages staff in the following areas of responsibility:

a. Arreets
   - Researches and identifies the location of individuals wanted on felony warrants,
   - Executes criminal and search warrants, and makes arrests,
   - Collects and preserves evidence,
   - Transports individuals to jail, and
   - Books voluntary and involuntary individuals into jail.

b. Warrants
   - Ensures computer input and physical control of all Class A and B misdemeanor and felony warrants,
   - Researches charges on inmates,
   - Monitors arraignments,
   - Serves outstanding warrants on individuals and prepares related documents, and
   - Accepts cash and cash equivalents to allow individuals to bond out of jail or pay court assessed fines/court costs.

c. Patrol
   - Patrols assigned areas of the County,
   - Enforces traffic laws and commercial vehicle weight/size regulations,
   - Inspects trouble-prone areas, checking security of local businesses and residences,
   - Answers complaint calls,
   - Investigates crimes and disturbances,
   - Interviews witnesses, gathers evidence and interrogates suspects,
   - Makes arrests, and
   - Prepares offense and incident reports.
d. Investigative Research & Physical Evidence
   • Conducts specialized criminal investigations and interdepartmental investigations, if required,
   • Participates in developing, interpreting and evaluating intelligence information,
   • Participates in coordinating investigative actions with Federal, State and other local agencies,
   • Ensures physical evidence is properly received, safeguarded and the chain of custody is maintained.

e. Security
   • Ensures security for the public and inmates, in the courtrooms, in public and secured portions of the jails and in the Sheriff’s administrative facilities,
   • Controls prisoner behavior in holdover and housing unit cells, including inmate physical head counts,
   • Conducts unannounced detailed physical searches of inmates, cells and other jail facilities to locate and seize contraband, and
   • Maintains fire, riot and other equipment required to rapidly respond to all types of emergencies.

f. Transportation
   • Transports inmates to and from various locations, and
   • Manages a local, statewide, regional and national pick-up and return system for individuals arrested by other law enforcement agencies.

g. Human Resources
   • Manages the section’s human resources related function, which include: payroll and benefits processing, recruiting efforts, employment processing, polygraph administration, background investigation, personnel record keeping, new employee orientation, promotional processing and related activities.
   • Manages and participates in Academy training of Detention Service Officers and Deputy-I employees, as well as supervises training and evaluation of new and transferred employees.

2. Performs other duties as required by the Sheriff.

Minimum Qualifications:

Education, Experience and Training:
Must have successfully maintained all State and Sheriff’s Department commissioning requirements, have at least 60 hours of college from an accredited college or university with a grade “C” or better, and served at least one-year two (2) years as a Deputy III and been promoted to the Deputy IV position, OR served six (6) continuous years as a Deputy III and been promoted to the Deputy IV position.

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment.
Ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions (b) efficiently organize and process work (c) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting. Must be able to competently perform personal defensive tactics against a suspect or inmate attack and restrain a violent individual. Able to work fixed 8-hour shifts 5 days per week with non-standard weekends and holidays. Works in various internal and external locations throughout the department and the county.

Hay Points/Point Factor:
N/A

Supervisor Signature _______________________________ Date ________________

Reviewed by Human Resources/Civil Service on Date ________________

Approved by Civil Service Commission on Date ________________

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED

Job Title: Deputy V (Captain)  
Job Code: 900110  
Job Grade: 70  
Reports To: Assistant Chief Deputy  
Pos. No: Various  
FLSA Code: E  
Department: Sheriff  
Loc. Code: Various  
SIC Code: 9221  
WC Code: 7720  
Division: Various  
CS Code: C  
EEO Code: D04

Summary of Functions: Manages a division within the Sheriff's Department.

Management Scope: Directs up to 340 exempt and non-exempt detention service officers, deputies and clerical staff.

Duties and Responsibilities:

1. Directs staff in the following areas of responsibility:

   a. Arrests
      • Researches and identifies the location of individuals wanted on felony warrants,
      • Executes criminal and search warrants, and makes arrests,
      • Collects and preserves evidence,
      • Transports individuals to jail, and
      • Books voluntary and involuntary individuals into jail.

   b. Warrants
      • Ensures computer input and physical control of all Class A and B misdemeanor and felony warrants,
      • Researches charges on inmates,
      • Monitors arraignments,
      • Serves outstanding warrants on individuals and prepares related documents, and
      • Accepts cash and cash equivalents to allow individuals to bond out of jail or pay court assessed fines/court costs.

   c. Patrol
      • Patrols assigned areas of the County,
      • Enforces traffic laws and commercial vehicle weight/size regulations,
      • Inspects trouble-prone areas, checking security of local businesses and residences,
      • Answers complaint calls,
      • Investigates crimes and disturbances,
      • Interviews witnesses, gathers evidence and interrogates suspects,
      • Makes arrests, and
      • Prepares offense and incident reports.
d. Investigative Research & Physical Evidence
   • Conducts specialized criminal investigations and interdepartmental investigations, if required,
   • Participates in developing, interpreting and evaluating intelligence information,
   • Participates in coordinating investigative actions with Federal, State and other local agencies,
   • Ensures physical evidence is properly received, safeguarded and the chain of custody is maintained.

e. Security
   • Ensures security for the public and inmates, in the courtrooms, in public and secured portions of the jails and in the Sheriff’s administrative facilities,
   • Controls prisoner behavior in holdover and housing unit cells, including inmate physical head counts,
   • Conducts unannounced detailed physical searches of inmates, cells and other jail facilities to locate and seize contraband, and
   • Maintains fire, riot and other equipment required to rapidly respond to all types of emergencies.

f. Transportation
   • Transports inmates to and from various locations, and
   • Directs a local, statewide, regional and national pick-up and return system for individuals arrested by other law enforcement agencies.

g. Human Resources
   • Directs the division’s human resources related function, which include: payroll and benefits processing, recruiting efforts, employment processing, polygraph administration, background investigation, personnel record keeping, new employee orientation, promotional processing and related activities.
   • Directs and participates in Academy training of Detention Service Officer and Deputy I employees, as well as supervises training and evaluation of new and transferred employees.

2. Performs other duties as required by the Sheriff.

Minimum Qualifications:

Education, Experience and Training:
Must have successfully maintained all State and Sheriff’s Department commissioning requirements, have at least 60 hours of college from an accredited college and university with a grade “C” or better, and served at least one year two (2) years as a Deputy IV and been promoted to the Deputy V position, OR served six (6) continuous years as a Deputy IV and been promoted to the Deputy V position.

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment.
Ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions (b) efficiently organize and process work (c) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting. Must be able to competently perform personal defensive tactics against a suspect or inmate attack and restrain a violent individual. Able to work fixed 8-hour shifts 5-days per week with non-standard weekends and holidays. Works in various internal and external locations throughout the department and the county.

Hay Points/Point Factor:
N/A

Supervisor Signature _______________________________ Date ________________

Reviewed by Human Resources/Civil Service on Date ________________

Approved by Civil Service Commission on Date ________________

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
**DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED**

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Detention Service Manager</th>
<th>Job Code:</th>
<th>900300</th>
<th>Job Grade:</th>
<th>43</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reports To:</td>
<td>Deputy V (Captain)</td>
<td>Pos. No.:</td>
<td>Various</td>
<td>FLSA Code:</td>
<td>E</td>
</tr>
<tr>
<td>Department:</td>
<td>Sheriff</td>
<td>Loc. Code:</td>
<td>Various</td>
<td>SIC Code:</td>
<td>9223</td>
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<td>Division:</td>
<td>Inmate Housing Bureau</td>
<td>CS Code:</td>
<td>C</td>
<td>WC Code:</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>EEO Code:</td>
<td>D11</td>
<td></td>
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</tbody>
</table>

**Summary of Functions:** This position is accountable for managing a shift within a Detention Facility. Manages a shift within a detention facility to ensure the performance of a variety of security activities to include the control of inmates during incarceration within the Dallas County jail system and transportation of inmates to designated locations.

**Management Scope:** Manages up to 110 non-exempt Detention Service Supervisors (DSSs), Detention Service Officers (DSOs) and clerical support staff.

**Duties and Responsibilities:**

<p>| | | |</p>
<table>
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<tbody>
<tr>
<td>% of Time</td>
<td>Essential</td>
<td>Non-essential</td>
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<tr>
<td>1. Manages a shift within a detention facility consisting of DSOs or DSSs officers who escort or supervise the escort of inmates to/from courts, medical facilities, funeral home and various state and local jails. [Marked out section duplicated in item #3, therefore removed.]</td>
<td>50</td>
<td>E</td>
</tr>
</tbody>
</table>

Manages a shift within a detention facility to include ensuring appropriate staffing levels, adequate training, assignment of tasks, monitoring of job performance, coaching, counseling and evaluating performance.

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<tbody>
<tr>
<td>% of Time</td>
<td>Essential</td>
<td>Non-essential</td>
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</tr>
<tr>
<td>2. Manages all aspects of security including, but not limited to, monitoring control centers, closed circuit television operations, conducting security perimeter checks, controlling the operation of each internal/external door and elevator operations.</td>
<td>25</td>
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</tr>
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<tbody>
<tr>
<td>% of Time</td>
<td>Essential</td>
<td>Non-essential</td>
</tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Manages the monitoring and controlling of inmate behavior while inmates are in their cells; responsible for the periodic conduct of inmate, physical count of inmates and the unannounced detailed searches of inmates, cells and other jail facilities to locate and seize all types of contraband.</td>
<td>05</td>
<td>E</td>
</tr>
</tbody>
</table>

Manages the monitoring and controlling of inmate behavior by ensuring that periodic head counts and unannounced searches of inmates are conducted to locate and seize all types of contraband.

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<tbody>
<tr>
<td>% of Time</td>
<td>Essential</td>
<td>Non-essential</td>
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<tr>
<td>4. Manages the escort of inmates to and from visitation while assuring that all individuals seeking to see inmates have signed in and are authorized visitors and that the inmates are returned to their cells following visitation; ensures that inmates are escorted to and from the law library, recreation facilities, religious services, and other functions.</td>
<td>05</td>
<td>E</td>
</tr>
</tbody>
</table>
Manages the escorting and transporting of inmates to/from courts, medical facilities, appointments, various State jails, libraries, recreational facilities, religious services, and inmate visitations by outside guests while ensuring and following standard protocol for such visitations.

5. Manages the operation of fire, riot and other equipment required to rapidly respond to all types of jail emergencies.

6. Manages the serving of meals, laundering and exchange required to rapidly respond to all types of jail emergencies.

7. Performs other duties as assigned.

Minimum Qualifications:

Education, Experience and Training:
Must have successfully maintained all State and Sheriff's Department licensing requirements, have at least 12-months continued employment as a DSS, and been promoted to the DSM position. Must be able to meet the Sheriff Department's minimum standards required to successfully complete the Department's current firearm proficiency qualification requirements annually. Must have successfully maintained all State and Sheriff's Department licensing requirements, served one (1) year as a Detention Service Supervisor (DSS) with the department and fifteen (15) hours of college from an accredited college or university with a grade "C" or better, or two (2) years as a Detention Service Supervisor (DSS).

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment. Must possess a valid Texas Driver's License, with a good driving record. Must be able to meet the Sheriff Department's minimum standards required to successfully complete the Department's current firearm proficiency qualification requirements annually. Must be knowledgeable of rules and regulations of the Texas Commission on Jail Standards. Must maintain current working knowledge of the Texas Penal Code and the Texas Code of Criminal Procedure and shall be proficient in the applicable laws concerning the uses of force. Must have the ability to (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions; (b) efficiently organize and process work orally and in writing; (c) prepare accurate and grammatically correct reports; and (d) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public. This position is subject to random, unannounced drug/alcohol testing. Must have a current and clear (no reported hazardous violations within 24 months) Texas Drivers License. Mandatory drug test prior to and during employment.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting, standing, slow walking, and regular ascent/descent of stairs. Must pass standard hearing and color-blind tests. Use sufficient strength to enable the incumbent to sprint, jump, or physically overcome resistance when chasing or apprehending a fleeing inmate or defending themselves or others against an attack. The incumbent must regularly participate in practice fire drills requiring: (a) dressing in protective fire equipment, (b) the pulling and operation of a fire hose, and (c) the rapid climbing or descent of up to 9 flights of stairs while wearing 60 Pounds of protective equipment. The equipment consists of a fire fighter's coat and protective helmet with face shield, self-contained breathing
apparatus with face mask, and a portable fire extinguisher. Eight (8) hour shifts covering seven (7) days/week, 24 hours/day, with non-standard weekends and holidays. Works inside and outside the jail with potential exposure to hepatitis, tuberculosis, lice, and various other diseases as well as visual and audio exposure to combative/hostile inmates and members of the public.

Hay Points/Point Factor:
N/A

Supervisor Signature ________________________________ Date _____________

Reviewed by Human Resources/Civil Service on Date ______________

Approved by Civil Service Commission on Date ______________

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
DALLAS COUNTY JOB DESCRIPTION - RECOMMENDED

Job Title: Detention Service Supervisor  
Job Code: 900080  
Job Grade: 42

Reports To: Detention Service Manager  
(Lieutenant)  
Pos. No: Various  
FLSA Code: N

Department: Sheriff  
Loc. Code: Various  
SIC Code: 9223  
WC Code: 7720

Division: Inmate Housing Bureau  
CS Code: C  
EEO Code: B11

Summary of Functions: Supervises Detention Service Officers (DSOs) in the performance of a variety of security activities to include the control of inmates during their incarceration within the Dallas County jail system and armed transportation of inmates to designated locations.

Management Scope: In the absence of the Detention Service Manager (DSM), including weekends, holidays, vacation, etc., the Detention Service Supervisor (DSS) assumes full shift supervision. Assumes full shift supervision and when the DSM is working, the DSS acts as a lead person on the shift.

Duties and Responsibilities:  

<table>
<thead>
<tr>
<th>% of Time</th>
<th>Essential</th>
<th>Non-essential</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Supervises DSOs escort inmates to/from courts, medical facilities, funeral homes and various state and local jails.</td>
<td>50</td>
<td>E</td>
</tr>
<tr>
<td>2. Supervise all aspects of security including, but not limited to, monitoring control centers, closed circuit television operations, conducting security perimeter checks, controlling the operation of each internal/external door and elevator operations.</td>
<td>25</td>
<td>E</td>
</tr>
<tr>
<td>3. Supervises the monitoring and controlling of inmates' behavior while inmates are in their cells, responsible for the periodic conduct of inmate physical counts of inmates and unannounced detailed searches of inmates, cells and other jail facilities to locate and seize all types of contraband.</td>
<td>05</td>
<td>E</td>
</tr>
<tr>
<td>4. Supervises the escort of inmates during visitation while assuring that all individuals seeking to see inmates have signed in and are authorized visitors and that the inmates are returned to their cells following visitation. Ensures that inmates are escorted to and from the law library, recreation facilities, religious services and other functions.</td>
<td>05</td>
<td>E</td>
</tr>
<tr>
<td>5. Supervises the operation of fire, riot and other equipment required to rapidly respond to all types of jail emergencies.</td>
<td>05</td>
<td>E</td>
</tr>
<tr>
<td>6. Supervises the serving of meals, laundering and exchange required to rapidly respond to all types of jail emergencies.</td>
<td>05</td>
<td>E</td>
</tr>
<tr>
<td>7. Performs other duties as assigned.</td>
<td>05</td>
<td>N</td>
</tr>
</tbody>
</table>
Minimum Qualifications:

**Education, Experience and Training:**
Must have successfully maintained all State and Sheriff's Department licensing requirements, served three (3) continuous years as a DSO, and been promoted to the DSS position. Must be able to meet the Sheriff’s Department’s minimum standards required to successfully complete the department’s current firearm proficiency qualification requirements at least once each year, two (2) years as a Detention Service Officer (DSO) with the department and fifteen (15) hours of college from an accredited college or university with a grade “C” or better, or three (3) years as a Detention Service Officer (DSO).

**Special Requirements/Knowledge, Skills & Abilities:**
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working relationships with employees, departments and the general public. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment. Must possess a valid Texas Driver's License, with a good driving record (no reported hazardous violations within 24 months). Must be able to meet the Sheriff Department’s minimum standards required to successfully complete the Department’s current firearm proficiency qualification requirements annually. Must be knowledgeable of rules and regulations of the Texas Commission on Jail Standards. Must maintain a current working knowledge of the Texas Penal Code and the Texas Code of Criminal Procedure, and shall be proficient in the applicable laws concerning the use of force. Must have the ability to: (a) understand and follow complicated written laws, regulations and policies, as well as verbal procedural tasks and instructions, (b) efficiently organize and process work orally and in writing, (c) prepare accurate and grammatically correct reports, and (d) establish and maintain effective working relationships with other County employees, other law enforcement organizations and the general public. This position is subject to random, unannounced drug/alcohol testing. Must have a current and clear (no reported hazardous violations within 24 months) Texas Drivers License.

**Physical/Environmental Requirements:**
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases. May require prolonged sitting, standing, slow walking, and regular ascent/descent of stairs. Must pass standard hearing and color blind tests. Uses sufficient strength to enable the incumbent to sprint, jump, or physically overcome resistance when chasing or apprehending a fleeing inmate or defending themselves or others against an attack. Incumbent must regularly participate in practice fire drills requiring: (a) dressing in protective fire equipment, (b) the pulling and operation of a fire hose, and (c) the rapid climbing or descent of up to 9 flights of stairs while wearing 60 pounds of protective equipment which consists of a fire fighter's coat and protective helmet with face shield, self contained breathing apparatus with face mask, and a portable fire extinguisher. Eight (8) hour shifts covering seven (7) days/week, 24 hours/day with non standard weekends and holidays. Works inside/inside the jail with potential exposure to hepatitis, tuberculosis, lice, and various other diseases as well as visual and audio exposure to combative/hostile inmates and members of the public.

Supervisor Signature ____________________________  Date ________________

Reviewed by Human Resources/Civil Service on  Date ________________

Approved by Civil Service Commission on  Date ________________
This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
March 10, 2004

To: Commissioners Court

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

Subject: Rationale for Briefing and Court Order on Same Day

The Dallas County Auditor’s Office has recently requested Commissioners Court approval through an approved court order to continue payments to Fort Dearborn Life Insurance Company for the payment of premiums at the approved rate of $.22 per thousand dollars of coverage per employee per month.
Date: March 10, 2004

To: Members of the Commissioners Court

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

Subject: Fort Dearborn Life Insurance Amendment

**Background**
The Public Employee Benefit Cooperative (PEBC) Board of Governance recommended the attached Group Renewal Notice for the Fort Dearborn Life Insurance contract. This Renewal Notice reduced the Basic Life Insurance Rate for full time, regular County employees from $0.24 per $1,000 of coverage per month to $0.22 per $1,000 of coverage per month, and guaranteed these rates until January 1, 2006. This rate change was presented during the FY2003 Budget Hearings. The County Auditor has requested court order approval in order to continue these payments at the rate of $.22 per employee per month.

**Impact on Operations**
None.

**Financial Impact**
The reduction in rates has reduced the annual cost to the County for employee life insurance by approximately $48,000.

**Recommendation**
The Human Resources/Civil Service Department recommends the Commissioners Court **approve the Basic Life Insurance Rate for the Fort Dearborn Life Insurance contract and authorize the County Auditor to pay premiums accordingly**.

**Recommended by:**

[Signature]

Mattye Mauldin-Taylor, Ph.D.

Attachment
Group Life and Health Division  
Fort Dearborn Life Insurance Company  
Group Renewal Notice

Group Name: County of Dallas  
Anniversary Date: 1-1-03  
Group#: 53626

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>TERM</th>
<th>AD&amp;D</th>
<th>DEP. LIFE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Basic Rates</td>
<td>.20</td>
<td>.04</td>
<td>Option 1</td>
</tr>
<tr>
<td>Current Optional Rates</td>
<td></td>
<td></td>
<td>Option II</td>
</tr>
<tr>
<td>Current Number Enrolled</td>
<td>5,769</td>
<td>5,769</td>
<td>2,731</td>
</tr>
<tr>
<td>Current Volume</td>
<td>393,495,200</td>
<td>393,495,200</td>
<td>25,815,000</td>
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<tr>
<td>Basic Renewal Rates</td>
<td>.185</td>
<td>.035</td>
<td>1.05</td>
</tr>
<tr>
<td>Optional Renewal Rates</td>
<td>*Bracket</td>
<td>.04</td>
<td>2.10</td>
</tr>
</tbody>
</table>

Basic - Number of Employees 5,769  
Optional - Number of Employees 3,071  
Volume: 204,853,850  
Volume: 188,641,350

Rates Guaranteed Until: 1-1-06, Renewal Date (RD)

*Optional Term Bracket Rates

<table>
<thead>
<tr>
<th>Age</th>
<th>Term Rate Per M</th>
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<tbody>
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<td>Less than 30</td>
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<tr>
<td>30-34</td>
<td>$.08</td>
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<td>35-39</td>
<td>$.10</td>
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<td>40-44</td>
<td>$.14</td>
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<td>45-49</td>
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<td>50-54</td>
<td>$.34</td>
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<td>55-59</td>
<td>$.54</td>
</tr>
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<td>60-64</td>
<td>$.92</td>
</tr>
<tr>
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</tbody>
</table>

Volume and salary changes occur on the AD (1-1-03). Please be sure to submit these changes directly to our billing department as soon as possible.
March 10, 2004

To: Commissioners Court

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

Subject: Rationale for Briefing and Court Order on Same Day

The Human Resources/Civil Service Department submits both a briefing and a court order for Commissioners Court approval of the Summary Plan Description (SPD) for the Cafeteria Plan, as approved previously by the Public Employee Benefit Cooperative (PEBC) Board of Governance.
Date: March 10, 2004

To: Members of the Commissioners Court

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

Subject: 2004 Benefits Cafeteria Plan

**Background**
The Cafeteria Plan is reviewed annually by the Public Employee Benefit Cooperative (PEBC) and the PEBC’s consultant Towers Perrin, and is consistent with all PEBC program and plan provisions. The 2004 Cafeteria Plan (Attachment 1) is revised from the 2003 version to provide for the following substantive change:

The Internal Revenue Service recently incorporated into the Section 125 rules that over-the-counter drugs will be eligible for payment with pre-tax dollars through health care flexible spending accounts. Therefore, the Cafeteria Plan is revised to remove the limitations contained in Sec. 213(a) under Code Section 105(b) to allow for such reimbursement. (See Article 5, Section 5.3 and 5.4.)

Other non-substantive changes are incorporated throughout the document, including date revisions, insertion of COBRA language and the Notice of Privacy Practices.

**Impact on Operations**
No impact on operations is anticipated.

**Financial Impact**
The Cafeteria Plan provides documentation of the County’s Benefit Program, ensuring compliance with IRS directives and providing continuity of application of IRS rules.

**Legal Review**
The Civil Section of the Dallas County District Attorney’s office has reviewed the document.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the 2004 Cafeteria Plan and authorize the County Judge to sign the Plan on behalf of Dallas County.

Recommended by:

Mattye Mauldin-Taylor, Ph.D.

Attachment

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

Q:
Briefings 2004/PEBC 2004 Cafeteria Plan SPD 031604.doc
FLEXIBLE BENEFITS PLAN DOCUMENT
(Section 125 Plan, including Flexible Spending Accounts)

DALLAS COUNTY

EFFECTIVE DATE: JANUARY 1, 2004

The Public Employee Benefits Cooperative of North Texas ("PEBC") was created in 1998. On behalf of its member governments, the PEBC works diligently to keep benefit costs affordable. The PEBC is dedicated to providing choice, flexibility and value as we strive to manage costs in this era of double-digit health care cost increases. The PEBC provides many services including joint purchase of employee benefits and cost effective centralized administration of PEBC programs. The Employers that are members of the PEBC share the belief that a quality employee benefits program is necessary to recruit and retain a quality workforce.

The purpose of this PEBC Model Plan Document is to provide the basis for individual Section 125 plans for member entities of the PEBC. The provisions of this document support the PEBC benefit plans. This PEBC Model Plan Document is not intended to serve as or take the place of particularized legal or tax advice. The PEBC recommends that you obtain the advice of your own legal and tax advisors who specialize in employee benefits and tax matters before deciding to rely upon the interpretations reflected in this document. The PEBC does not offer tax advice to member entities or to their employees. Therefore, an Employer desiring to rely upon legal or tax advice must retain its own legal and/or tax counsel for that purpose.

Signature of Plan Administrator for PEBC Member Entity

Date
DALLAS COUNTY

FLEXIBLE BENEFITS PLAN

AMENDED AND RESTATED EFFECTIVE: JANUARY 1, 2004

FLEXIBLE BENEFITS PLAN DOCUMENT
(SECTION 125 PLAN, INCLUDING FLEXIBLE SPENDING ACCOUNTS)
FLEXIBLE BENEFITS PLAN DOCUMENT
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>FOREWORD AND PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>DEFINITIONS AND CONSTRUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2.1 Definitions</td>
<td></td>
</tr>
<tr>
<td>(a) Change in Status</td>
<td>1</td>
</tr>
<tr>
<td>(b) Code</td>
<td>1</td>
</tr>
<tr>
<td>(c) Component Plan</td>
<td>1</td>
</tr>
<tr>
<td>(d) Compensation</td>
<td>1</td>
</tr>
<tr>
<td>(e) Coverage Expenses</td>
<td>2</td>
</tr>
<tr>
<td>(f) Dependent</td>
<td>2</td>
</tr>
<tr>
<td>(g) Effective Date</td>
<td>2</td>
</tr>
<tr>
<td>(h) Eligible Employee</td>
<td>2</td>
</tr>
<tr>
<td>(i) Employer</td>
<td>2</td>
</tr>
<tr>
<td>(j) Employer Contribution</td>
<td>3</td>
</tr>
<tr>
<td>(k) Flexible Pay</td>
<td>3</td>
</tr>
<tr>
<td>(l) FMLA Leave</td>
<td>3</td>
</tr>
<tr>
<td>(m) Highly Compensated Employee</td>
<td>3</td>
</tr>
<tr>
<td>(n) Highly Compensated Participant</td>
<td>3</td>
</tr>
<tr>
<td>(o) Hire Date</td>
<td>3</td>
</tr>
<tr>
<td>(p) Key Employee</td>
<td>3</td>
</tr>
<tr>
<td>(q) Leave of Absence</td>
<td>3</td>
</tr>
<tr>
<td>(r) Participant</td>
<td>3</td>
</tr>
<tr>
<td>(s) Plan</td>
<td>3</td>
</tr>
<tr>
<td>(t) Plan Administrator</td>
<td>3</td>
</tr>
<tr>
<td>(u) Plan Year</td>
<td>4</td>
</tr>
<tr>
<td>(v) Spouse</td>
<td>4</td>
</tr>
<tr>
<td>(w) USERRA Leave</td>
<td>4</td>
</tr>
<tr>
<td>2.2 Construction</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PARTICIPATION AND ENROLLMENT</td>
<td>4</td>
</tr>
<tr>
<td>3.1 Participation</td>
<td></td>
</tr>
<tr>
<td>(a) Eligibility to Participate</td>
<td>4</td>
</tr>
<tr>
<td>(b) Termination of Participation</td>
<td>4</td>
</tr>
<tr>
<td>(c) Reinstatement of Former Participants</td>
<td>5</td>
</tr>
<tr>
<td>(d) Participation Conditions</td>
<td>5</td>
</tr>
<tr>
<td>3.2 Enrollment</td>
<td>5</td>
</tr>
</tbody>
</table>
(a) Enrollment Periods

3.3 Irrevocability of Elections
   (a) Change in Status Defined
   (b) Events Permitting Exception to Irrevocability Rule

3.4 Notification

3.5 Reduction of Certain Elections to Prevent Discrimination

ARTICLE 4

CONTRIBUTIONS

4.1 Non-Elective Contributions and Opt-Out Contributions

4.2 Elective Contributions
   (a) Benefit
   (b) Flexible Pay Contributions
   (c) Election

4.3 Effect of Change in Status

4.4 FMLA Leave Rules and Payment Options
   (a) Pre-Pay Method
   (b) Pay-as-you-go Method
   (c) Catch-up Method

4.5 Non-FMLA Leaves of Absence

ARTICLE 5

HEALTH CARE SPENDING ACCOUNT COMPONENT

5.1 Health Care Spending Account Component Plan

5.2 HCSA Elections

5.3 Eligible Medical Expenses

5.4 Expense Reimbursements

5.5 Debiting and Crediting of Accounts

5.6 Repayment of Excess Reimbursements

5.7 Termination of HCSA Benefits

5.8 COBRA Coverage

5.9 HIPAA Exemption

ARTICLE 6

DEPENDENT CARE SPENDING ACCOUNT COMPONENT

6.1 Dependent Care Spending Account Component Plan

6.2 DCSA Elections

6.3 Eligible Dependent Care Expenses

6.4 Expense Reimbursements

6.5 Debiting and Crediting of Accounts

6.6 Repayment of Excess Reimbursements

6.7 Termination of DCSA Benefits
ARTICLE 7

ADMINISTRATION
7.1 Allocation of Responsibility for Plan Administration
7.2 Administration
7.3 Other Administrative Powers and Duties
7.4 Rules and Decisions
7.5 Forms and Requests for Information
7.6 Responsibility for Plan
7.7 Funding Policy

ARTICLE 8

CLAIMS PROCEDURES
8.1 Application to Plan Benefits
8.2 Procedure if Benefits are Denied Under the Plan
8.3 Requirement for Written Notice of Claim Denial
8.4 Right to Request Appeal
8.5 Disposition of Disputed Claims

ARTICLE 9

CONTINUATION OF COVERAGE (COBRA)

ARTICLE 10

PRIVACY
10.1 Notice of Privacy Practices
10.2 PEBC Privacy Policy

ARTICLE 11

AMENDMENT OF THE PLAN

ARTICLE 12

TERMINATION OF THE PLAN

ARTICLE 13

MISCELLANEOUS
13.1 No Contract of Employment
13.2 No Guarantee of Non-Taxability
13.3 Nondiscrimination
13.4 Construction of Agreement
13.5 Headings
13.6 Severability
13.7 Non-Alienation of Benefits 35
13.8 Effect of Mistake 35
13.9 Plan Provisions Controlling 35
13.10 Incorporation by Reference 35
13.11 Code Compliance 35

ARTICLE 14

SIGNATURE 36

EXHIBIT A

COMPONENT PLANS A-1
ARTICLE 1
FOREWORD AND PURPOSE

Dallas County hereby amends and restates the Dallas County Flexible Benefits Plan (the "Plan") effective January 1, 2004. This Plan was originally established effective October 1, 1988. This Plan is designed to permit eligible Participants to pay for coverage for themselves and their eligible Dependents under various Component Plans as shown on Exhibit A on a pre-tax salary reduction basis. Unless otherwise prohibited by law, all salary reductions will be on a pre-tax basis.

This Plan is intended to qualify as a "Cafeteria Plan" under Section 125 of the Internal Revenue Code of 1986 ("the Code"), as amended, and applicable regulations, and shall be interpreted to accomplish that objective.

The Health Care Spending Account ("HCSA") Component of this Plan is intended to qualify as a self-insured medical reimbursement plan under Code Section 105, and medical expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code Section 105(b). The Dependent Care Spending Account ("DCSA") Component of this Plan is intended to qualify as a dependent care assistance plan under Code Section 129, and the dependent care expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code Section 129(a).

Although reprinted within this document, the HCSA Component and DCSA Component are separate plans for purposes of administration, reporting and nondiscrimination requirements imposed by Sections 105 and 129.

ARTICLE 2
DEFINITIONS AND CONSTRUCTION

2.1 Definitions: Where the following capitalized words and phrases appear in this Plan they shall have the meaning set forth below, unless a different meaning is plainly required by the context:

(a) Change in Status: For purposes of this Plan, a Participant will incur a "Change in Status" when he or she experiences any of the events described in Section 3.3(a) of this Plan. See Sections 3.3 and 4.3 of this Plan for requirements that must be met for a Participant to change his or her election during the Plan Year on account of a Change in Status.

(b) Code: The Internal Revenue Code of 1986 as amended or as it may be amended from time to time, and regulations and rulings issued thereunder, as amended from time to time. References to a Code or "IRC" Section shall be deemed to be that Section as it now exists and reflecting any successor provisions.

(c) Component Plan: Any one of the benefit plans adopted by the Employer and made available to employees through this Flexible Benefit Plan. All Component Plans shown on Exhibit A are thus incorporated into this Plan.

(d) Compensation: For each Plan Year, a Participant's Compensation is defined as the actual compensation (including bonuses and overtime) accrued or paid by the Employer to the Participant for the period during which the Employee is a Participant in this Plan (without regard to any salary reduction under this Plan), but excluding reimbursed expenses, credits, or Employer-derived benefits under any plan of deferred compensation, and including amounts
contributed to any Employer-sponsored 401(k), 403(b) plan, or other Employer-sponsored retirement plan by the Participant.

(e) **Coverage Expenses:** The insurance premiums or other costs for the benefit coverage under this Plan or one of the Component Plans in Exhibit A which a Participant elects pursuant to Section 4.2. For each Plan Year, the Plan Administrator shall specify the premium or other cost for benefit coverage which is applicable to each of the Component Plans.

(f) **Dependent:** A lawful Spouse, child, or other individual who is a federal tax dependent of a Participant as defined by IRC § 152 and regulations thereunder at the time of enrollment in the Plan, subject to any further limitations provided by each Component Plan. The definition of a Dependent includes unmarried children up to age 25 who meet the dependency requirements of the Internal Revenue Code. Any child to whom Code § 152(e) applies (regarding a child of divorced parents) is eligible to be treated as a dependent of either but not both parents. While Dependents are not eligible to enroll as Participants in this Plan, this Plan may provide benefits to Dependents of Plan Participants.

(g) **Effective Date:** This Plan has been amended and restated effective January 1, 2004.

(h) **Eligible Employee:** Any full-time employee of the Employer who is actively employed and regularly scheduled to work at least 40 hours per week, and who has been employed by the Employer for 30 consecutive calendar days following the employee’s Hire Date. Part-time employees are not eligible for this Plan unless your Employer specifically includes coverage for regularly employed part-time employees. See the Employment Policies of your Employer to determine if coverage is available for part-time employees and what conditions or restrictions may apply. If your Employer offers coverage to part-time employees, Eligible Employees include any part-time employee of the Employer who is actively employed and regularly scheduled to work at least 25 hours per week, and who has been employed by the Employer for 30 consecutive calendar days following the employee’s Hire Date. Elected officials are eligible for this plan and are always considered actively at work as an employee. However, elected officials must complete the Enrollment Process within the required time frames.

The term “Eligible Employee” does not include temporary or leased employees or independent contractors. In addition, any individuals deemed ineligible to participate under the Code and related regulations are not Eligible Employees under this Plan. The term “Eligible Employee” includes former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer.

An Eligible Employee who elects to opt-out of this Plan or any underlying Component Plan is considered not enrolled in those plans.

(i) **Employer:** The Employer means Dallas County.
(j) **Employer Contribution:** The Employer Contribution for each Plan Year shall be the sum of (1) and (2) below:

(1) *Non-elective contributions:* The amount, if any, that the Employer makes available for the benefit of Participants for the Plan Year pursuant to Section 4.1.

(2) *Elective contributions:* The amount of Flexible Pay applied to a Participant’s Coverage Expenses pursuant to a salary reduction agreement under the Plan (Section 4.2). It is intended hereunder that such amounts shall, for tax purposes (including Section 125 of the Code), constitute Employer Contributions.

(k) **Flexible Pay:** The amount of Compensation that is applied on behalf of a Participant to pay his or her Coverage Expenses or that he or she may elect to receive as additional cash compensation, as described in Section 4.2. Flexible Pay may also be referred to as the amount of salary reduction which is applied to pay Coverage Expenses for Component Plans on a pre-tax basis.

(l) **FMLA Leave:** Any leave taken by an Eligible Employee under the Family and Medical Leave Act of 1993 (“FMLA”), as amended.

(m) **Highly Compensated Employee:** An employee as defined by Internal Revenue Code §414(q).

(n) **Highly Compensated Participant:** A Participant as defined by Internal Revenue Code §125(e).

(o) **Hire Date:** The date the Employee actively begins working for the Employer on a regular, full-time basis. If your Employer offers coverage to part-time employees, the Hire Date is the date the Employee actively begins working for the Employer on a regular, part-time basis.

(p) **Key Employee:** An employee as defined by Internal Revenue Code § 416(i)(1).

(q) **Leave of Absence:** Any FMLA Leave or any other approved leave of absence taken by an Eligible Employee under the Employer’s policy regarding paid or unpaid leaves of absence.

(r) **Participant:** Any Eligible Employee who has met the participation requirements of Section 3.1 and who has not, for any reason, become ineligible to participate in the Plan. An individual who becomes a Participant shall remain a Participant until all benefits due him or her under the provisions of the Plan have been paid or have otherwise been satisfied. All Eligible Employees are deemed to be Participants, regardless of any individual Participant’s decision to elect to receive all of his or her compensation in cash in lieu of electing benefits under Component Plans, unless the Employee has elected to opt-out of this Plan.

(s) **Plan:** The Dallas County Flexible Benefits Plan as set forth in this document and as amended from time to time.

(t) **Plan Administrator:** The Plan Administrator is Dallas County or its successor or successors, which shall have authority to administer the Plan as provided in Article 7.
(u) **Plan Year:** The Plan Year means the 12-month period commencing on January 1st and ending on December 31st of the same year.

(v) **Spouse:** An individual who is legally married to a Participant as determined under applicable State law and who is treated as a spouse for tax purposes under the Internal Revenue Code.

(w) **USERRA Leave:** Any leave taken by an Eligible Employee under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), as amended.

2.2 **Construction:** As used in this Plan, the singular includes the plural, unless the context clearly indicates the contrary.

**ARTICLE 3**

**PARTICIPATION AND ENROLLMENT**

3.1 **Participation:**

(a) **Eligibility to Participate:** An individual is eligible to participate in this Plan if the individual satisfies the definition of an Eligible Employee in Section 2.1(h) above. Once an Eligible Employee has met the Plan's eligibility requirements, he or she may elect coverage under this Plan effective the first day of the next calendar month, or for any subsequent Plan Year, in accordance with the procedures described in Section 3.1(d) below.

(b) **Termination of Participation:** A Participant may continue to participate in this Plan until the earlier of the following dates:

1. The last day of the calendar month in which the Participant terminates employment by death, disability, lay off, approved leave of absence, retirement or other separation from service;

2. The last day of the calendar month in which the Participant ceases to work for the Employer as an Eligible Employee;

3. The last day of the calendar month in which the Participant revokes his or her election to participate on account of and consistent with Section 3.2 below; or

4. The date this Plan terminates.

Nothing contained in this Section 3.1(b), however, shall preclude a former Participant from exercising his or her rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), if applicable. In addition, a Participant commencing FMLA Leave shall be allowed to continue to participate in the Plan with respect to any Component Plan which provides group health coverage, subject to Employer policies and subject to the terms of the underlying plans. The rights of a Participant who is commencing FMLA Leave, USERRA Leave, or other approved leave of absence to continue participation as to any Component Plan shall be
determined by the Employer’s policy for employees on a Leave of Absence and is subject to the terms of the underlying plans.

(c) **Reinstatement of Former Participants:** A former Participant may become a Participant again if and when he or she meets the participation requirements of Section 3.1(a). A former Participant who terminates coverage under any Component Plan pursuant to Section 3.3 shall be allowed to participate in this Plan again as permitted by regulations described in Section 3.3 and may enroll pursuant to a Change in Status as described in Section 3.2(a)(3).

Except as otherwise provided for in the applicable Component Plan, a former Participant who is rehired within 30 days or less of the date of a termination of employment will be reinstated with the same election that the individual had prior to the termination. A Participant’s rehire date is defined as the date Employee begins working for the Employer on a regular basis following the Participant’s most recent termination of employment. If the rehire date of a former Participant is more than 30 days following the Participant’s termination of employment date and the former Participant is otherwise eligible to participate in the Plan pursuant to Section 2.1(a) and applicable Component Plans, the individual must make a new election.

(d) **Participation Conditions:** As a condition of participation and receipt of benefits under this Plan, each Participant agrees to do all of the following:

(1) Complete the Enrollment Process, as determined by the Employer’s policies, described in Section 3.2 below even if the Participant chooses not to select any benefits. Any enrollment materials must be received by the Employer’s Office of Human Resources or Director of Personnel within 14 days of the Employee’s Hire Date.

(2) Observe all Plan rules and regulations.

(3) Submit to the Plan Administrator all reports, bills, and other information that the Plan Administrator may reasonably require in order to administer the Plan.

3.2 **Enrollment:** An Eligible Employee (as defined in Section 2.1(h)) who meets the participation requirements in Section 3.1 may enroll (or re-enroll) in the Plan by completing the Enrollment Process as determined by the Employer during an enrollment period described in subsection (a) below. The Enrollment Process specifies the Eligible Employee’s elections for the Plan Year for benefit coverage under the Component Plans for which he or she is eligible and confirms his or her agreement to use the necessary amount of Flexible Pay to pay for Coverage Expenses, if any. Any enrollment materials submitted by an Eligible Employee, whether in paper or electronic form, must meet any standards for completeness and accuracy that the Plan Administrator may establish. It is the Employee’s responsibility to ensure his or her completed enrollment materials are submitted to the Employer’s Office of Human Resources or Director of Personnel. Failure to follow the Employer’s designated Enrollment Process will result in a default election in the Plan and in underlying Component Plan(s), subject to the Employer’s policies, as described in Section 3.2(a)(1) below.

An Eligible Employee who elects to opt-out of this Plan or any underlying Component Plan is considered not enrolled in those plans.
A Participant’s elections shall not be effective prior to the date the completed enrollment materials are submitted to the Employer’s Office of Human Resources or Director of Personnel, unless the election is submitted as a result of and consistent with a birth, adoption, or placement for adoption.

Any election submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates:

(1) The last day of the calendar month in which the Participant terminates participation as permitted by the Plan; or

(2) The effective date (as determined by the Plan Administrator) of a subsequently filed election form submitted following the requirements of subsections (a)(2) and (3) below.

(a) Enrollment Periods:

(1) Initial Enrollment Period (When First Eligible): Each newly hired Eligible Employee of the Employer shall have an Initial Enrollment Period which begins on the first day of employment with the Employer (the Hire Date) and terminates 14 calendar days thereafter. For example, an employee who begins regular, full-time employment on January 1 has an Initial Enrollment Period beginning on January 1 and ending on January 15. If an Eligible Employee makes an election to participate during the Initial Enrollment Period, then the individual becomes a Participant on the first day of the month following 30 consecutive calendar days of employment as a regular active Eligible Employee.

If a newly hired Eligible Employee fails to follow the Employer’s Enrollment Process, the Plan Administrator may make a default election for that employee following the Employer’s policies. The default election will include automatic participation in this Plan and may include enrollment in a Component Plan subject to the Employer’s policies. An Employee’s failure to complete the Enrollment Process will authorize the use of Flexible Pay to pay for Coverage Expenses for the Component Plan(s) in which the Employee has been enrolled as a default election.

A newly hired Eligible Employee who completes the Enrollment Process but does not elect to participate when first eligible may not enroll until the next Annual Enrollment Period unless he or she meets the requirements described under Section 3.3 below. In order to elect not to participate in the Plan, the Employee must provide the Plan Administrator with certification, using Plan Administrator’s Certification of Other Coverage Form, indicating that the Participant has obtained or will obtain required coverage under another plan. The Plan Administrator reserves the right to disregard the Participant’s certification of other coverage if the Plan Administrator has reason to believe that the Participant’s certification is incorrect. The Employee must provide proof of other coverage within thirty-one (31) days of other coverage effective date. Failure to provide proof of coverage will result in a default election into this Plan and Component Plan(s) subject to the Employer’s policies.
(2) **Annual Enrollment Period:** The Plan Administrator will designate an Annual Enrollment Period prior to the beginning of each Plan Year during which Eligible Employees can make elections for the upcoming Plan Year. An election is made by completing the Enrollment Process, as required by the Employer’s policies, during the Annual Enrollment Period by the due date established by the Plan Administrator. This due date must be in advance of the beginning of the upcoming Plan Year. If an Eligible Employee makes an election to participate during an Annual Enrollment Period, then the individual becomes a Participant on the first day of the next Plan Year. Elections made during the Annual Enrollment Period will become effective on the first day of the applicable Plan Year and cannot be changed as described under Section 3.3 below.

If an Eligible Employee fails to file an election with respect to an upcoming Plan Year on a timely basis, the default election will be that the elections made by a Participant for the immediately preceding Plan Year will continue to apply. If applicable, the Flexible Pay deducted from a Participant’s paycheck on a pre-tax basis may be changed to reflect the change in Coverage Expenses for the cost of Component Plans in which the Participant is enrolled for the Plan Year. The defaults for the Health Care Spending Account and Dependent Care Spending Account Component Plans will be $0.

(3) **Change in Status:** A Participant who incurs a Change in Status as described under Section 3.3 below shall have an enrollment period that begins on the date of the event and terminates 31 days thereafter. In addition, a former Participant who returns from FMLA Leave, USERRA Leave, or other approved leave of absence (subject to the Employer’s policies on a leave of absence and subject to the terms of the underlying Component Plans) shall be granted an enrollment period commencing on the date of such return. Other events that may trigger an opportunity to change a Participant’s election mid-year are outlined in Section 3.3 below.

### 3.3 Irrevocability of Elections:

Except as provided in Section 3 of this Plan, a Participant’s election under this Plan is irrevocable for the duration of the Plan Year to which it relates. In other words, for the duration of the Plan Year, a Participant may not change his or her participation in this Plan, Component Plan elections or his or her Flexible Pay salary reduction amounts, unless an exception applies.

In addition, a Participant’s right to elect or change benefit coverage may be limited to the extent that such rights are limited in a Component Plan (e.g., by PEBC medical or dental plan rules) or in rules adopted by the Plan Administrator.

The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the Flexible Pay salary reduction amount elected are described below in Section 3.3(b).

(a) **Change in Status Defined:** A Participant may make a new election upon the occurrence of certain events as described in Section 3.3(b) below, including a Change in Status. “Change in Status” means any of the events described below as a Change in Family Status or a Change in Employment Status, as well as any other events included under subsequent changes to IRC Section 125 or applicable regulations, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis,
determines are permitted under IRS regulations:

(1) **Change in Family Status**: The following changes for a Participant, a Participant’s Spouse or the Participant’s Dependents:

- **Legal Marital Status**: A change in a Participant’s legal marital status, including marriage, death of a Spouse, divorce, legal separation or annulment;

- **Number of Dependents**: Events that change a Participant’s number of Dependents (see the definition of a Dependent in Section 2.1(f)), including birth, death, adoption, and placement for adoption;

- **Dependent Eligibility Requirements**: An event that causes a Participant’s Dependent to satisfy or no longer meet the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, getting married, or any similar circumstance; and

- **Change in Residence**: A change in the primary place of residence of the Participant, the Participant’s Spouse or the Participant’s Dependent which directly results in an immediate loss of eligibility for coverage under a Component Plan for that individual (e.g., moving outside an HMO service area).

(2) **Change in Employment Status**: Any change in the employment status of the Participant, the Participant’s Spouse or the Participant’s Dependents that affects benefit eligibility under a cafeteria plan (including this Plan) or another employee benefit plan (including the health insurance plans) of the employer of the Participant, the Spouse, or Dependents, such as:

- termination or commencement of employment;
- a strike or lockout;
- a commencement of or return from an unpaid leave of absence;
- USERRA Leave;
- a change in work site;
- switching from a salaried to hourly-paid position or from union to non-union, or vice versa;
- incurring a reduction or increase in hours of employment (e.g., going from part-time to full-time employment); or
- any other similar change which makes the individual become or cease to be eligible for a particular employee benefit plan.

The act of retiring does not constitute a qualified change in status event allowing additional dependents to be added to the Plan.
Events Permitting Exception to Irrevocability Rule: A participant may change an election as described below:

1. **Annual Enrollment Period:** A Participant may change an election during the Annual Enrollment Period in accordance with Section 3.2(a)(2) of this Plan.

2. **Termination of Employment:** A Participant's election will terminate under the Plan upon termination of employment in accordance with Section 3.1(b) of this Plan.

3. **FMLA:** A Participant may change an election under the Plan upon FMLA leave in accordance with Section 4.4 of this Plan.

4. **Change in Status:** A Participant may change or terminate his or her actual or deemed election under the Plan upon the occurrence of a Change in Family Status or a Change in Employment Status as defined in Section 3.3(a), but only if the election change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage of a Participant, a Participant's Spouse, or a Participant's Dependent (this is referred to as the "general consistency requirement" under IRS guidelines). A Change in Status that affects eligibility for coverage under a plan sponsored by a Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Eligible Employee's family members who may benefit from the coverage. The act of retiring does not constitute a qualified change in status event allowing additional dependents to be added to the Plan.

The Component Plans listed in Appendix A may have additional requirements that must be met in order for a Participant to change an election during the year. Eligibility to enroll in Component Plans is subject to the limits and provisions in those Plans.

The Plan Administrator shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status.

Assuming that the general consistency requirement is satisfied, a requested change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the Change in Status:

(a) **Change in Family or Employment Status:**

- **Loss of Dependent Eligibility:** For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse; the death of a Spouse or a Dependent; or a Dependent's ceasing to satisfy the eligibility requirements for coverage; a Participant may only elect to cancel coverage for the Spouse or Dependent involved. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. However, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or for similar health plan continuation coverage under a state law) under the Employer's Plan, then the Participant may increase his or her election to pay for
such coverage (this rule does not apply to a Participant’s Spouse who becomes eligible for COBRA or similar coverage as a result of divorce).

- **Gain of Coverage Eligibility Under Another Employer's Plan:** For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under another employer’s cafeteria plan or another employer’s qualified benefit plan as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual, but only if coverage for that individual becomes effective or is increased under the other employer’s plan. The Participant must provide the Plan Administrator with certification, using the Plan Administrator’s Certification of Other Coverage Form, indicating that the Participant has obtained or will obtain coverage under the other plan. The Plan Administrator reserves the right to disregard the Participant’s certification of other coverage if the Plan Administrator has reason to believe that the Participant’s certification is incorrect. The Participant agrees to provide proof of other coverage within thirty-one (31) days of the effective date for the other coverage. Failure to provide proof within 31 days will result in the Participant’s new election to be considered void, and the Participant’s election will be restored to its status immediately prior to the requested change, subject to the terms of the underlying Plans.

- **Special Consistency Rule for Dependent Care Spending Accounts:** With respect to the Dependent Care Spending Account benefit, a Participant may change or terminate his or her election upon a Change in Status if (i) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an Employer’s plan; or (ii) the election change is on account of and corresponds with a Change in Status that affects eligibility of dependent care expenses for the tax exclusion available under Code Section 129.

- **Loss of Other Coverage:** If a Participant or his or her Spouse or Dependent declined coverage under the group health plan because of outside medical coverage, and eligibility for the outside coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, then the Participant may revoke the prior election and make a new election pursuant to Section 3.2(a)(3) above, providing the new election is consistent with the event.

- **Addition of a New Dependent:** If a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption, then a Participant may make an election change pursuant to Section 3.2(a)(3) above providing the new election is consistent with the event. For purposes of this provision, (i) an election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child is considered to be consistent with the event; and (ii) a mid-year election change attributable to the birth or adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective on
the date of the birth, adoption or placement for adoption provided the Dependent is added within 31 days of the event.

- **Certain Judgments, Decrees and Orders:** If a judgment, decree, or order (an "Order") resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) requires medical, dental or other benefits coverage for a Participant's Dependent child (including a foster child who is a Dependent of the Participant), a Participant may (i) change his or her election to provide coverage for the Dependent child (provided that the Order requires the Participant to provide coverage); or (ii) change his or her election to revoke coverage for the Dependent child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan. The change in election will be subject to the terms of the underlying Component Plans.

- **Medicare and Medicaid:** Subject to applicable State or Federal regulations, if a Participant or his or her Spouse or Dependent who is enrolled in a Component Plan becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the Component Plan coverage of the person becoming entitled to Medicare or Medicaid. Further, if a Participant or his or her Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase coverage under the Component Plans incorporated under this Plan.

**(b) Change in Plan Costs or Coverage:**

- **Change in Component Plan Cost:** The following rules are not applicable to the Health Care Spending Account Component of this Plan. In addition, the following rules apply to the Dependent Care Spending Account Component of this Plan only if the cost change is imposed by a dependent care provider who is not a relative of the employee.

  *(a) Automatic Increase or Decrease for Insignificant Cost Changes:* If the Participant's share of the premium for a Component Plan increases or decreases during a Plan Year by an insignificant amount, then the Flexible Pay salary reductions under each affected Participant's election shall be prospectively increased or decreased to reflect such change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this prospective increase or decrease in the affected Participants' elective contributions in accordance with such cost changes. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether increases or decreases in costs are "insignificant" based upon all the surrounding facts and circumstances (including, but not limited to, the dollar amount or percentage of the cost change).
(b) **Significant Cost Increases:** If the Participant's share of the premium for a Component Plan significantly increases during a Plan Year, then the Participant may either (i) make a corresponding prospective increase in Flexible Pay elective contributions; (ii) revoke his or her election for that coverage and receive coverage under another Plan option that provides similar coverage, including similar plans offered by another employer; or (iii) drop coverage prospectively if there is no other similar plan option available. The Plan Administrator in its sole discretion, and on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a cost increase is significant and what constitutes "similar coverage" based upon all surrounding facts and circumstances. Health Care Spending Account coverage is not considered “similar coverage” with respect to a health plan that is not a health care flexible spending account.

(c) **Significant Cost Decreases:** If the Plan Administrator determines that the cost of any Component Plan significantly decreases during a Plan Year, then the Plan Administrator may permit Participants enrolled in other benefit plans to prospectively enroll in the Component Plan that is decreasing in cost. The Plan Administrator in its sole discretion, and on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a cost decrease is significant.

- **Change in Coverage:** The following rules are not applicable to the Health Care Spending Account Component of this Plan.

(a) **Significant Curtailment or Loss of Coverage:** If the Plan Administrator determines that coverage under a Component Plan is significantly curtailed or ceases during a Plan Year, the Participant may revoke his or her election under the Plan and prospectively elect coverage under another Component Plan that provides similar coverage, subject to the rules of that Component Plan. If the curtailment constitutes a “loss of coverage”, as decided by the Plan Administrator, the Participant may elect coverage under a similar plan or drop coverage if no other similar coverage is offered by the Employer.

Coverage under a Component benefit plan is deemed "significantly curtailed" only if there is an overall reduction in coverage provided to Participants under the plan (for example, significantly increased deductibles or copays). A "loss of coverage" means a complete loss of coverage, such as the elimination of an HMO Component Plan option, or a Participant losing all coverage by reaching a plan's lifetime maximum benefit. For example, minor changes in network providers participating in a medical or dental plan do not meet the definition of a "significant" loss of coverage under this Plan.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance,
and considering the provisions of the underlying Component Plan(s), whether a curtailment is "significant" or a "loss of coverage" and whether a substitute Component Plan constitutes "similar coverage" based upon all the surrounding facts and circumstances.

(b) **Addition or Significant Improvement of Component Plan:** If during a Plan Year the Plan adds a new Component Plan or significantly improves an existing Component Plan, then on a prospective basis an affected Participant may change his or her election to select the newly-added or improved option. In addition, Eligible Employees not currently participating in the Plan may elect the newly added or improved Component Plan on a prospective basis, subject to the terms and limitations of that Component Plan. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, and considering the provisions of the Component Plan, whether there has been an addition of or significant improvement in a Component Plan option.

(c) **Loss of Coverage Under Other Group Health Coverage:** A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including but not limited to the following: a state children's health insurance program ("CHIP"); a medical care program of an Indian Tribal government, Indian Health Service or tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the underlying Component Plan.

(d) **Change in Coverage Under Another Employer's Plan:** To avoid "election lock," a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the Spouse's, former Spouse's, or Dependent's employer, as long as: (i) the other cafeteria plan or qualified benefit plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (ii) the Plan permits Participants to make an election for a period of coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. The Plan Administrator shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a change made under the other employer plan.

A Participant entitled to make a new election under this Section 3.3(b) must do so within 31 days of the event as described above. An Employee who is eligible to elect Component Plan coverage paid for by salary reductions, but who declined to do so during the Initial Enrollment Period or Annual Enrollment Period, may do so within 31 days of the occurrence of an event described above, but only if the new election is made on account of and is consistent with the event. Subject to the provisions of the underlying group health Component Plans, elections made to add medical coverage for a newborn or newly adopted Dependent child may be effective on the date of the birth or adoption provided the Dependent is added within 31 days. All other new elections will be effective on the first day of the
calendar month coincident with or immediately following the date the Participant files a new election with the Plan Administrator. Elections made pursuant to this Section 3.3(b) shall be effective for the balance of the Plan Year in which the election is made, unless a subsequent event (described above) allows further election change.

3.4 Notification: At the request of the Participant, the Plan Administrator shall give reasonable notification of the status of that Participant under the Plan, and shall make available a Summary Plan Description summarizing the terms of the Plan.

3.5 Reduction of Certain Elections to Prevent Discrimination: If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy any requirement imposed by the Code or any limitation on pre-tax contributions for Key Employees or Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he or she deems appropriate under rules uniformly applicable to similarly situated Participants to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual’s or Key Employee’s election without the consent of such Employee.

ARTICLE 4

CONTRIBUTIONS

4.1 Non-Elective Contributions and Opt-Out Contributions: For each Plan Year, the Employer, in its sole discretion, may make on behalf of Participants a non-elective Contribution or provide a contribution based on an Employee’s election to opt-out of Component Plans, to provide benefits for such Participant and his or her Dependents, if applicable, under the Plan. The amount of a non-elective or opt-out Contribution shall be calculated for each Plan year in a uniform and non-discriminatory manner based on the Participant’s employment during the Plan Year, participation in underlying Component Plan(s), and such other factors as the Employer shall prescribe.

4.2 Elective Contributions:

(a) Benefit: Eligible Employees elect to participate in this Plan and pay for their share of premiums for Component Plans with pre-tax Flexible Pay dollars. In no event will benefits under the Plan be provided in the form of deferred compensation.

(b) Flexible Pay Contributions (salary reduction amounts): Each Participant may authorize the Plan Administrator to withhold from his or her Compensation for the Plan Year an amount of Flexible Pay up to or equal to the Coverage Expenses for Component Plans, including the Health Care Spending Account and Dependent Care Spending Account Component Plans, in which the Participant has enrolled. The maximum salary reduction amount for any Plan Year is the total of the Participant’s share of the premium or cost for all Component Plans in which the Participant is enrolled. Salary reduction amounts for the Health Care Spending Account and Dependent Care Spending Account Component Plans are limited by IRS guidelines as described in Articles 5 and 6 of this document.
For purposes of this Plan, Flexible Pay amounts (in other words, employee contributions) are considered Employer contributions.

Flexible Pay amounts will reduce the Participant’s Compensation ratably on each pay day during the Plan Year following the effective date of the Participant’s participation in the Plan, unless the Employer provides otherwise. For Participants whose salary during the year is paid to them over a period of time less than a year, Flexible Pay amounts will be withheld in installments as determined by the Plan Administrator.

(c) **Election:** A Participant’s election to authorize withholding of Flexible Pay (under Section 4.2(b)) will be made during the Enrollment Process following the Employer’s policies. Any election which, in the determination of the Plan Administrator, exceeds the limitation on Flexible Pay established in Section 4.2(b) may be treated as void or as an election to withhold the maximum amount permissible under the Plan.

4.3 **Effect of Change in Status:** If a Participant incurs a Change in Status (as defined in Section 3.3) during the Plan Year, the Participant may change his or her benefit election under the Plan so long as the requested change meets all IRS and Plan requirements as described in Section 3.3. A Participant’s requested benefit election change must be consistent with the event prompting the change, following IRS and Plan requirements and subject to the sole discretion and interpretation by the Plan Administrator. These rules shall also apply to a Participant on FMLA Leave or USERRA Leave. In the event of a benefit election change, appropriate adjustments shall be made, in accordance with rules adopted by the Plan Administrator, in the amount withheld from or added to the Participant’s pay for the balance of the year to reflect any changes in the Participant’s benefit elections.

4.4 **FMLA Leave Rules and Payment Options:** If a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain any health insurance benefits for any Component Plan that provides group health coverage on the same terms and conditions as if the Participant were still an active employee. That is, if the Participant elects to continue his or her coverage while on FMLA leave, the Employer will continue to pay its share of the premium. However, a Participant has the right to terminate benefits under this Plan due to approved FMLA leave, as stated in Section 3.1(b)(1).

If the participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the premium in one of the following ways, subject to the Employer’s policies for handling payment, which are subject to change:

(a) **Pre-Pay Method:** A Participant may pre-pay (prior to commencement of FMLA Leave) all or a portion of the expected amounts due during the FMLA Leave period. Pre-paid contributions may be made out of pre-leave Compensation, including from unused sick days or vacation days. However, any contributions deducted from pre-leave Compensation will be made on a pre-tax basis unless otherwise prohibited by law. The Participant may not use this pre-pay option to fund coverage for the next Plan Year, if the 12-week FMLA Leave period will extend into a following Plan Year.
(b) **Pay-as-you-go Method:** A Participant may pay amounts due during the FMLA Leave period on the same schedule as if the Participant were not on leave. Generally, these payments will be made on an after-tax basis, but such payments can be made on a pre-tax basis to the extent that they are made from taxable Compensation (including from unused sick days or vacation days) due to the Participant while on leave. If the Participant fails to make the required payments, the Employer is not required to continue the Participant’s coverage while on FMLA Leave. However, at the Employer’s discretion, the Employer has the option to continue the coverage for a Participant who fails to make the required premium payments while on FMLA Leave, and the Employer will be entitled to recoup those payments as described under the Catch-up Method below, even if this was not agreed to in advance. The Employer may recoup these funds on a pre-tax or after-tax basis, at its discretion.

(c) **Catch-up Method:** At the Employer’s discretion, the Employer may advance the Participant’s share of premiums and may use a catch-up method to recoup the Participant’s share of premiums if, and only if, the Employer and the Participant agree in advance of the FMLA Leave coverage period that: (i) the Participant elects to continue coverage while on FMLA Leave; (ii) the Employer assumes responsibility for advancing the Participant’s share of premiums while on FMLA Leave; and (iii) the advanced amounts will be paid by the Participant when the Participant returns from FMLA Leave. Catch-up payments paid by the Participant from other than pre-leave Compensation are made on an after-tax basis.

If the Participant’s FMLA Leave is substituted paid leave under the FMLA, the Participant’s share of the premiums must be paid by the method normally used during any paid leave.

If a Participant’s coverage ceases while on FMLA leave, the Participant will be permitted to re-enter the Plan upon return from such leave on the same basis as the Participant was participating in the Plan prior to the leave, or otherwise required by the FMLA, and subject to the terms of the underlying Component Plans.

With respect to participation in non-health Component Plans during FMLA Leave, the Employer may continue a Participant’s coverage under any or all of such non-health Component Plans to enable the Employer to meet its obligation of providing coverage under such Component Plans upon the Participant’s return from FMLA Leave. If the Employer does so, the Employer will be entitled to recoup the cost incurred for paying the Participant’s share of the premiums during the Participant’s FMLA Leave. Participant entitlement to non-health benefit plans is determined by the Employer’s policy for providing such benefits when the Participant is on non-FMLA leave, as described below in Section 4.5, and is subject to the eligibility requirements of underlying Component Plans.

4.5 **Non-FMLA Leaves of Absence:** If a Participant goes on an unpaid leave of absence that does not affect eligibility under the Plan, then the Participant will continue to participate and the premium due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be allowed by the Plan Administrator.

If a Participant goes on an unpaid leave of absence that affects eligibility, such as USERRA Leave, or if the Participant fails to pay premiums when due resulting in coverage termination, the election change
rules in Section 3.3 will apply. To the extent COBRA applies, the Participant may continue coverage under COBRA.

ARTICLE 5

HEALTH CARE SPENDING ACCOUNT COMPONENT

5.1 Health Care Spending Account Component Plan: The Health Care Spending Account ("HCSA") Component of this Plan is intended to qualify as a self-insured medical reimbursement plan under Code Section 105, and medical expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code Section 105(b).

5.2 HCSA Elections: The maximum annual contribution to the HCSA is $5000. This maximum includes both Flexible Pay Contributions (salary reduction amounts) elected by the Employee and non-elective or opt-out Contributions made by the Employer. The maximum annual election for a Participant joining the Plan mid-year will be prorated. The maximum annual limits apply per Plan Year, regardless of Change of Status or other events that may allow an Employee to change his or her elections during the year. The minimum annual contribution to the HCSA is $120.

5.3 Eligible Medical Expenses: Only Eligible Medical Expenses can be reimbursed through the HCSA Plan. Eligible Medical mean those expenses incurred by the Employee, or the Employee's Spouse or Dependents, on or after the date the Employee begins participating in the HCSA Plan and during the Plan Year, for which the Employer may reimburse the employee on a tax-favored basis under Code Section 105(b), but shall not include: i) expenses for qualified long term care services (as defined in Code § 7702B(c)); or ii) an expense incurred for the payment of premiums under a health insurance plan. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, which may be different from when payment is made for that expense.

5.4 Expense Reimbursements: Payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant and his or her Dependents during the Plan Year for which the Participant's election is effective. These expenses must also be expenses that:

(a) are not covered, paid or reimbursed from any other source; and

(b) meet the criteria of tax-deductibility as a medical or dental expense under Section 213 of the Code, as amended and the regulations thereunder, or as an expense reimbursable on a tax-favored basis under Code Section 105(b); and

(c) will not be taken as a deduction from income on the Participant's federal income tax return in any tax year; and

(d) do not exceed the amount that the Employee has elected to have withheld under the Health Care Spending Account for the Plan Year; and

(e) are verified in writing to the satisfaction of the Plan Administrator that a covered expense has occurred.
5.5 Debiting and Crediting of Accounts:

(a) Each Participant's HCSA will be credited with amounts withheld from the Participant's Compensation pursuant to his or her election made under the Health Care Spending Account Component Plan. The Participant's account will be debited for reimbursement amounts disbursed to the Participant.

(b) The entire amount elected by the Participant as an annual amount for the Plan Year for the Health Care Spending Account Component Plan, less any reimbursements already disbursed, shall be available to the Participant at any time during the Plan Year without regard to the balance in the Participant's account (provided that the periodic premiums have been paid). Thus, the maximum amount of HCSA expense reimbursement at any particular time during the Plan Year will not relate to the amount which a Participant has had withheld up to that time.

(c) In no event will the amount of HCSA benefits in any Plan Year exceed the annual amount specified for the Plan Year. Any amount allocated to a Participant's account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Eligible Medical Expense reimbursement under this Plan within 90 days following the end of the Plan Year for which the election was effective. Amounts so forfeited may be used by the Employer to offset administrative expenses.

(d) All HCSA benefits derived hereunder shall be paid exclusively from the amounts in each Employee's HCSA funded by amounts withheld from the Employee's wages pursuant to the Flexible Pay Contribution (salary reduction) for the HCSA Component Plan and any Non-Elective Contributions allocated thereto. In the event that an Employee's claim for HCSA benefits exceeds the amount currently available in the Employee's HCSA, the Employer shall pay the excess amount up to the annual amount elected by the Participant for the HCSA, less any reimbursements already disbursed. Future premium payments by the Employee shall then go to the Employer as reimbursement for the money so advanced on behalf of the Employee.

(e) If the Employee terminates employment before the Employer has been reimbursed for the money it has advanced on behalf of the Employee, the entire unreimbursed portion shall be deemed to be an "administrative expense" to be refunded to the Employer by any unused account balances.

5.6 Repayment of Excess Reimbursements: If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Medical Expenses that have been substantiated by such Participant during the Plan Year, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.

5.7 Termination of HCSA Benefits: Coverage under the Health Care Spending Account Component Plan shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the Plan has been missed for any reason. Participants in the HCSA Plan may submit claims for reimbursement for Eligible Medical Expenses arising during the Plan Year and before the date of separation from service at any time until 90 days after the end of the Plan Year for which the election had been in effect, and to receive reimbursement hereunder. Notwithstanding Section 5.8
below, upon the participant’s termination of participation in the HCSA Component Plan, any remaining salary reduction contributions elected to be made by the participant for the balance of such Plan Year and his/her period of coverage shall cease with the date of termination. Unless a COBRA election is made, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after coverage ceases under this Section, and any unused reimbursement benefits at the expiration of the 90 day runout period following the close of the Plan Year shall be treated in accordance with Section 5.5.

5.8 COBRA Coverage: Each Benefit Plan or Policy made available that is considered to be a "group health plan" under Code Sec. 4980B, because employees and their families are provided with health care benefits within the meaning of Code Sec. 213(d)(1), including the Health Care Spending Account Component Plan, shall contain the necessary provisions required by Code Sec. 4980B to ensure that such benefits may be continued on or after the occurrence of the qualifying events defined in Code Sec. 4980B(f)(3). COBRA coverage is described in Article 9 below.

5.9 HIPAA Exemption: Because it is sponsored by a government organization, the Health Care Spending Account Component Plan is not subject to the portability and accessibility requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE 6

DEPENDENT CARE SPENDING ACCOUNT COMPONENT

6.1 Dependent Care Spending Account Component Plan: The Dependent Care Spending Account ("DCSA") Component of this Plan is intended to qualify as a dependent care assistance plan under Code Section 129, and dependent care expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees’ gross income under Code Section 129(a).

6.2 DCSA Elections: The maximum annual Contribution to the DCSA is limited, according to IRS rules, to the lesser of the following:

(a) the Participant's Compensation for the applicable month; or

(b) the Compensation of the Participant's Spouse for such month (Note: a Spouse of a Participant who is not employed during a month in which the Participant incurs Eligible Dependent Care Expenses and who is either incapacitated or a Student shall be deemed to have Compensation in the amount of $200 per month per qualifying individual for whom the Participant incurs eligible dependent care expense(s), up to a maximum amount of $400 per month); or

(c) $5,000, or, if the Participant is married and files a separate tax return, $2,500 (or any future aggregate limitations promulgated under Code Section 129).

The maximum annual Contribution limits shown above include both Flexible Pay Contributions (salary reduction amounts) elected by the Employee and non-elective or opt-out Contributions made by the Employer. The maximum annual limits apply per Plan Year, regardless of Change of Status or other
events that may allow an Employee to change his or her elections during the year.

6.3 Eligible Dependent Care Expenses: Only Eligible Dependent Care Expenses can be reimbursed through the DCSA Plan. Eligible Dependent Care Expenses mean qualifying employment-related expenses (as defined below) paid or incurred to maintain employment on or after the date the Employee begins participating in the DCSA Plan and during the Plan Year. Expenses paid to the following individuals are excluded from Eligible Dependent Care Expenses:

(a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(a) to the Participant or his Spouse;

(b) the Participant's Spouse; or

(c) a child of the Participant who is under 19 years of age at the end of the year in which the expenses were incurred.

"Qualifying employment-related expenses" are those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) and paid by the Employee to provide care for a qualifying individual:

(a) in the Participant's home; or

(b) outside the Participant's home, for (i) the care of a Dependent of the Participant who is under age 13, or (ii) the care of any other qualifying individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

A "qualifying individual" means:

(a) a Dependent of the Participant who is under the age of thirteen (13);

(b) a Dependent of a Participant who is mentally or physically incapable of caring for himself or herself; or

(c) the Spouse of a Participant who is mentally or physically incapable of caring for himself or herself.

6.4 Expense Reimbursements: Payment shall be made to the Participant in cash as reimbursement for Eligible Dependent Care Expenses incurred by him or her while an Employee during the Plan Year for which the Participant's election is effective. These expenses must also be expenses that:

(a) are not covered, paid or reimbursed from any other source; and

(b) meet the criteria of tax-deductibility as a dependent care expense under Section 21 of the Code, as amended and the regulations thereunder; and
(c) will not be taken as a deduction from income on the Participant's federal income tax return in any tax year; and

(d) do not exceed the amount that the Employee has elected to have withheld under the Dependent Care Spending Account for the Plan Year; and

(e) are verified in writing to the satisfaction of the Plan Administrator that a covered expense has occurred.

6.5 Debiting and Crediting of Accounts:

(a) Each Participant's DCSA will be credited with amounts withheld from the Participant's Compensation pursuant to his or her election made under the Dependent Care Spending Account Component Plan. The Participant's account will be debited for reimbursement amounts disbursed to the Participant.

(b) In no event will the amount of DCSA benefits in any Plan Year exceed the annual amount specified for the Plan Year. Any amount allocated to a Participant's account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Eligible Dependent Care Expense reimbursement under this Plan within 90 days following the end of the Plan Year for which the election was effective. Amounts so forfeited may be used by the Employer to offset administrative expenses.

(c) In the event that an Employee's claim for DCSA benefits exceeds the amount currently available in the Employee's DCSA, the excess portion of the claim will be carried over into following months (within the same Plan Year), to be paid out as the account balance becomes adequate.

(d) All DCSA benefits derived hereunder shall be paid exclusively from the amounts in each Employee's DCSA funded by amounts withheld from the Employee's wages pursuant to the Flexible Pay Contribution (salary reduction) for the DCSA Component Plan and any Non-Elective Contributions allocated thereto.

6.6 Repayment of Excess Reimbursements: If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Dependent Care Expenses that have been substantiated by such Participant during the Plan Year, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.

6.7 Termination of DCSA Benefits: Coverage under the Dependent Care Spending Account Component Plan shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the Plan has been missed for any reason. However, Participants may submit claims for reimbursement for Eligible Dependent Care Expenses arising during the Plan Year at any time until 90 days after the end of the Plan Year for which the election had been in effect, and to receive reimbursement hereunder.
ARTICLE 7

ADMINISTRATION

7.1 Allocation of Responsibility for Plan Administration: The Employer and Plan Administrator have only those powers, duties, responsibilities, and obligations that are specifically given or delegated to them under this Plan.

(a) The Employer shall have the sole authority to appoint and remove the Plan Administrator.

(b) The Plan Administrator shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described herein.

(c) The Employer and the Plan Administrator each warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. Furthermore, each may rely upon any direction, information or action of the other as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any direction, information or action. It is intended under this Plan that each shall be responsible for the proper exercises of its own powers, duties, responsibilities and obligations under the Plan and shall not be responsible for any act or failure to act of another party.

7.2 Administration: The Plan shall be administered by the Plan Administrator, which may appoint or employ persons to assist in the administration of the Plan and may appoint or employ any other agents it deems advisable, including legal counsel, actuaries, auditors, bookkeepers and recordkeepers to serve at the Plan Administrator's direction. All usual and reasonable expenses of the Plan and the Plan Administrator shall be paid by the Employer from its assets outside the Plan, by the Employer's allocating such expenses to the various Participant accounts, or by charging expenses directly to the Plan.

7.3 Other Administrative Powers and Duties: The Plan Administrator shall have such powers and duties as may be necessary to discharge its duties, including the power:

(a) to construe and interpret the Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents; decide all questions of eligibility and participation, consistent with the provisions of the underlying Component Plans where appropriate; and determine the manner and time of election of any benefits hereunder;

(b) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(c) to receive from the Employer and from Participants information necessary for the proper administration of the Plan;
(d) to furnish the Employer, upon request, annual reports with respect to the administration of the Plan that are reasonable and appropriate;

(e) to receive, review and keep on file (as it deems convenient and proper) reports of benefit payments by the Employer and reports of disbursements for expenses;

(f) to prepare and file on a timely basis such reports and information concerning the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;

(g) to keep records necessary for purposes of determining whether the requirements of IRC § 125 are met;

(h) to require Eligible Employees and Participants to complete and file with it election and other forms which the Plan Administrator may from time to time determine to be appropriate and to furnish all information determined to be necessary for the administration of this Plan. The Plan Administrator may rely on information so furnished;

(i) to reject, terminate or cut back elections made by Highly Compensated Participants before or during the periods of coverage to which they relate in order to prevent discriminatory proportional utilization or to prevent the Plan from exceeding the 25% limit on non-taxable benefits provided to Key Employees.

The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan or under a Component Plan unless otherwise provided herein.

7.4 Rules and Decisions: The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of this Plan. All rules, procedures and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, a Dependent, the duly authorized representative of a Participant or Dependent or the legal counsel of the Plan Administrator. The Plan Administrator shall not be responsible for any act or failure to act because of a direction or lack of direction provided by a Participant.

7.5 Forms and Requests for Information: The Plan Administrator may require a Participant to complete and file such forms as are provided for herein and all other forms prescribed by the Plan Administrator, and to furnish all pertinent information requested by the Plan Administrator. The Plan Administrator may rely upon all such information, including the Participant’s last known mailing address, as being proper under the Plan and shall not be responsible for verifying the accuracy of information provided by the Participant.
7.6 **Responsibility for Plan:** The complete authority to control and manage the operation and administration of the Plan shall be placed on the Plan Administrator, which shall be solely responsible for the operation of the Plan in accordance with its terms and consistent with the provisions of Component Plans. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them. The Administrator(s) of the Component Plans shall have no responsibility for, nor liability toward, the operation and administration of this Plan.

7.7 **Funding Policy:** All of the amounts payable under this Plan shall be paid from the funds of the Employer. No Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made.

### ARTICLE 8

**CLAIMS PROCEDURES**

8.1 **Application to Plan Benefits:** This Article does not apply to claims paid under the underlying Component Plans, but only applies to the pre-tax benefits available under this Plan (e.g., such as a determination of a Change in Status; change in cost or coverage; or eligibility and participation matters under this Plan document). However, this Article shall be the claims procedure applicable to the Health Care Spending Account and the Dependent Care Spending Account Component Plans.

8.2 **Procedure if Benefits are Denied Under the Plan:** Any Employee, beneficiary, or his duly authorized representative may file a claim for a benefit to which the claimant believes that he is entitled, but that has been previously denied by the Plan Administrator. Such a claim must be in writing and delivered to the Plan Administrator in person or by mail. Within ninety (90) days after receipt of such claim, the Plan Administrator will send to the claimant written notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 90-day period. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section 8.2, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 8.4 and 8.5.

8.3 **Requirement for Written Notice of Claim Denial:** The Plan Administrator will provide a written notice to every claimant who is denied a claim for benefits under this Article. Such written notice will provide the following information:

(a) The specific reason or reasons for the denial;

(b) Specific reference to pertinent Plan provisions on which the denial is based;

(c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
(d) An explanation of the Plan's claim review procedure.

8.4 Right to Request Appeal: Within sixty (60) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative may make a written application to the Plan Administrator to be afforded a review of such denial; may review pertinent documents; and may submit issues and comments in writing.

8.5 Disposition of Disputed Claims: Upon receipt of a request for review, the Plan Administrator will make a prompt decision on the review matter. The decision on such review will be written in a manner designed to be understood by the claimant and will include specific reasons for the decision and specific references to the pertinent plan or insurance policy provisions on which the decision was based. The decision upon review will be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered not later than one hundred twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant will be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section 8.5, the claim will be deemed denied and the Claimant shall be permitted to exercise his right to a legal remedy.

ARTICLE 9
CONTINUATION OF COVERAGE (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of coverage. The following provisions apply to the Health Care Spending Account ("HCSA") Component of this Plan and any other Component group health plan subject to COBRA that does not otherwise contain COBRA provisions.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event". Specific qualifying events are listed later in this section. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary". A qualified beneficiary is someone who will lose coverage under this Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

COBRA continuation coverage will not be offered to HCSA participants if the COBRA premium equals or exceeds the benefit payable under the HCSA Plan. Qualified beneficiaries will be eligible for COBRA coverage if, and only if, there is a positive balance in the HCSA account at the time of the COBRA qualifying event, taking into account all claims submitted before the date of the qualifying event.

If COBRA coverage is elected for the HCSA Component Plan, it will be available only for the remainder of the Plan Year in which the qualifying event occurs. COBRA coverage for the HCSA Component will cease at the end of the Plan Year and cannot be continued for the next Plan Year.
If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the HCSA Component Plan (or other group health plan subject to COBRA) because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage as a “dependent child”.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or a reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both), your Employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify your Employer. The Plan requires that you notify your Employer within 60 days after the qualifying event occurs. Your Employer will then notify the Plan Administrator. If notice is not provided within the 60-day period, the dependent will not be entitled to COBRA continuation coverage.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualifying beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that Plan coverage would otherwise have been lost.

Each qualified beneficiary has an independent right to elect COBRA continuation coverage. This means qualified beneficiaries may elect COBRA coverage for themselves, regardless of whether other family members who are also qualified beneficiaries elect or decline coverage. For example, if your dependents are covered by
the Plan at the time you terminate employment, they are qualified beneficiaries eligible for COBRA continuation coverage even if you choose not to continue coverage on yourself.

While you have COBRA continuation coverage, you may also add coverage for a newborn or a newly adopted child within 31 days of the date of birth for a newborn or within 31 days of the adoption or placement of adoption. You must provide a written request to your Employer’s Human Resources or Personnel Department within 31 days of the birth, adoption, or placement of adoption. Coverage will continue for newly added dependents through the original 18-month period only.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation can be extended.

Disability Extension of 18-Month Period of Continuation Coverage
If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. It is your responsibility to notify your Employer of the Social Security Administration’s decision within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to your Employer’s Human Resource or Personnel Department.

You must also notify your Employer if there is a final determination by the Social Security Administration that you or your family member covered under the Plan is no longer disabled. It is your responsibility to provide the notice to your Employer within 30 days after the final determination. The extension of COBRA continuation coverage (beyond the initial 18 months) will end as of the first month that starts more than 30 days after the determination.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage
If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you or another family member must make sure to notify your Employer of the second qualifying event within 60 days of the second qualifying event. You should contact your Employer’s Human Resources or Personnel Department with this information. Your Employer will then contact the Plan Administrator. It is your responsibility to notify your Employer. If you or another family member does not notify your Employer within 60 days of the second qualifying event, your spouse and dependent children will not be offered the extension of COBRA continuation coverage.

In no case may the total amount of COBRA continuation coverage be more than 36 months.
COBRA Continuation Election Forms and Premium Payments
COBRA continuation coverage is the same group health coverage that is offered to similarly-situated non-COBRA active participants and dependents. Most other Plan rules apply. However, COBRA coverage can be expensive. You will have to pay the entire premium for your COBRA continuation coverage including the portion formerly paid for you, if any, by your Employer. In addition, you will be required to pay an additional 2% administrative fee. If COBRA coverage is extended over 18 months due to a disability, COBRA premiums will be 150% of the cost of coverage for all months after the first 18 months.

Your Employer will provide a written COBRA election notice of the right to continue to be covered. The notice will state the amount of the premium payments required for the continuation. If a qualified beneficiary wants to elect COBRA continuation coverage, the election notice must be completed and returned to the Employer within 60 days of the later of:

- The date coverage would have terminated; or
- The date of the COBRA election notice informing the person of the right to continue.

The first premium payment for COBRA continuation must be made by the 45th day after the date the election notice is completed. If premiums continue to be paid on time, COBRA coverage may continue for the qualified beneficiary for the maximum length of time shown in the table in this section (the “Maximum Continuation Period”).

If a qualified beneficiary fails to make any COBRA premium payment required by the PEBC Dental Plan, COBRA continuation coverage will terminate at the end of the period for which the person has made required payments.

When COBRA Continuation Coverage Ends
COBRA continuation coverage for a covered qualified beneficiary will end on the earliest of the following dates:

- The day the qualified beneficiary’s COBRA continuation coverage reaches the end of the maximum time period for continuation for the applicable qualifying event;
- The last day of the period for which COBRA premium payments have been made, if the qualified beneficiary fails to continue to make timely payments;
- The day the qualified beneficiary becomes covered under any other group health plan for which benefits are not limited due to preexisting condition limitations (note that this does not apply to individuals during the first 18 months of USEERRA leave);
- The day the qualified beneficiary becomes entitled to Medicare benefits; or
- The day this Plan ends.

If COBRA continuation of coverage is not elected, coverage under the Plan will end the last day of the month in which you were eligible and enrolled.
ARTICLE 10
PRIVACY

10.1 Notice of Privacy Practices:

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date of Notice: This Notice of Privacy Practices became effective on April 14, 2003.

The “Plan” as described below refers to all PEBC group health plans, including the EPO Medical Plan, PPO Medical Plan, PEBC Dental Plan, and Health Care Spending Accounts if offered by your Employer. "You" or "yours" refers to individual participants in the Plan. If you are covered by a PEBC medical or dental HMO plan, you will receive a separate notice from that HMO.

Throughout this document are references to the “Plan” and its administration. With regard to health plans offered on a fully insured basis (e.g., medical and dental HMOs), information received from the “Plan” will generally be coming from the insurer on behalf of the Plan. For self-funded plans, “Plan” administration includes your Employer’s own internal administration of the Plan, as well as PEBC and other administration activities.

Use and Disclosure of Protected Health Information

The Plan is required by federal law to protect the privacy of your individual health information (referred to in this notice as "Protected Health Information"). The Plan is also required to provide you with this notice regarding policies and procedures regarding your Protected Health Information, and to abide by the terms of this notice, as it may be updated from time to time.

Under applicable law, the Plan is permitted to make certain types of uses and disclosures of your Protected Health Information, without your authorization, for treatment, payment and health care operations purposes.

For treatment purposes, routine use and disclosure may include providing, coordinating or managing health care and related services by one or more of your providers, such as when your primary care physician consults with a specialist regarding your condition.

For payment purposes, use and disclosure of your information may take place to determine responsibility for coverage and benefits, such as when the Plan checks with other health plans to resolve a coordination of benefits issue. The Plan also may use your Protected Health Information for other payment-related purposes, such as to assist in making plan eligibility and coverage determinations, or for utilization review activities. Payment purposes may also include, but is not limited to, billing, claims management, subrogation, reviews for medical necessity, utilization review and pre-authorizations.

For health care operations purposes, use and disclosure may take place in a number of ways involving plan administration, including for quality assessment and improvement, vendor review, and underwriting activities. Your information could be used, for example, to assist in the evaluation of one
or more vendors who support the Plan, or our vendors may contact you to provide reminders or information about treatment alternatives or other health-related benefits and services available under the Plan. Health care operations may also include, but are not limited to, disease management, case management, legal reviews, handling appeals and grievances, plan or claims audits, fraud and abuse compliance programs, and other general administrative activities.

The Plans covered by this notice may share PHI with each other as necessary to carry out treatment, payment, or health care operations. For example, your requests for claim payment may automatically be sent from the PEBC EPO or PPO Medical Plan to the Health Care Spending Account Plan, in order to simplify and accelerate claims payment.

The Plan may disclose your Protected Health Information to the Employer that sponsors this Plan and to the PEBC in connection with these activities. If you are covered under an insured health plan, such as a medical or dental HMO, the insurer also may disclose Protected Health Information to the Employer that sponsors the Plan and to the PEBC in connection with payment, treatment or health care operations.

In addition, the Plan may use or disclose your Protected Health Information without your authorization under conditions specified in federal regulations, including:

- As required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law;
- For public health activities;
- To an appropriate government authority regarding victims of abuse, neglect or domestic violence;
- To a health oversight agency for oversight activities authorized by law;
- In connection with judicial and administrative proceedings;
- To a law enforcement official for law enforcement purposes;
- To a coroner or medical examiner;
- To cadaveric organ, eye or tissue donation programs;
- For research purposes, as long as certain privacy-related standards are satisfied;
- To avert a serious threat to health or safety;
- For specialized government functions (e.g., military and veterans activities, national security and intelligence, federal protective services, medical suitability determinations, correctional institutions and other law enforcement custodial situations); and
- For workers compensation or other similar programs established by law that provide benefits for work-related injuries or illness without regard to fault.

The Plan may disclose to one of your family members, to a relative, to a close personal friend or to any other person identified by you, Protected Health Information that is directly relevant to the person’s involvement with your care or payment related to your care. In addition, the Plan may use or disclose the Protected Health Information to notify a member of your family, your personal representative, another person responsible for your care, or certain disaster relief agencies of your location, general condition or death. If you are incapacitated, there is an emergency, or you otherwise do not have the opportunity to agree to or object to this use or disclosure, those involved in Plan administration will do what in our judgment is in your best interest regarding such disclosure and will disclose only the information that is directly relevant to the person’s involvement with your health care.

Other uses and disclosures will be made only with your written authorization, and you may revoke your authorization in writing at any time.
You may ask the Plan to restrict uses and disclosures of your Protected Health Information to carry out treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree to your request. You may exercise this right by contacting the individual or office identified at the end of this notice. They will provide you with additional information.

You have the right to request the following with respect to your Protected Health Information: (i) inspection and copying; (ii) amendment or correction; (iii) an accounting of certain disclosures of this information by us (you are not entitled to an accounting of disclosures made for payment, treatment or health care operations, or disclosures made pursuant to your written authorization); and (iv) the right to receive a paper copy of this notice upon request, even if you agreed to receive the notice electronically.

You have the right to request in writing that you receive your Protected Health Information by alternative means or at an alternative location if you reasonably believe that disclosure could pose a danger to you.

The Plan reserves the right to change the terms of this notice and to make the new notice provisions effective for all Protected Health Information maintained. If this notice is changed, you will receive a new notice by mail or by a notice posted on the PEBC website, at www.pebcinfo.com.

If you believe that your privacy rights have been violated, you may complain in writing at the location described below under “Contacting the Plan Administrator” or to the Secretary of the Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. You will not be retaliated against for filing a complaint.

**Contacting the Plan Administrator**

You may exercise the rights described in this notice by contacting the office identified below. They will provide you with additional information. The contact is:

PEBC  
PO Box 5888  
Arlington, TX 76005-5888  
817/608-2390

**10.2 PEBC Privacy Policy:**

This Privacy Policy became effective on April 14, 2003. It applies to all PEBC health plans, including the Health Care Spending Account Component Plan and any other fully insured and self-funded Component health plans shown in Appendix A.

Throughout this Privacy Policy are references to the “Plan” and its administration. With regard to health plans offered on a fully insured basis (e.g., medical and dental HMOs), information received from the “Plan” will generally be coming from the insurer on behalf of the Plan. For self-funded plans, “Plan” administration includes the Employer’s own internal administration of the Plan, as well as PEBC and
other administration activities.

Permitted Use and Disclosure of Protected Health Information

The Employer may only use and disclose protected health information it receives from the PEBC and from this Plan as permitted and/or required by, and consistent with, the HIPAA Privacy regulations (found at 45 CFR Part 164, Subpart A). This includes, but is not limited to, the right to use and disclose a participant's protected health information in connection with payment, treatment and health care operations.

The Plan and the PEBC will disclose protected health information to the Employer only upon receipt of a certification by the Employer that the plan documents have been amended and adopted to incorporate all the required provisions as described below.

The Employer agrees to:

- Not use or further disclose protected health information other than as permitted or required by the plan documents for this Plan or as required by law;

- Ensure that any agents agree to the same restrictions and conditions that apply to the Employer with respect to such information. For example, a subcontractor to whom the Employer gives protected health information received from the Plan must agree to the same restrictions and conditions that apply to the Employer with respect to protecting such information;

- Not use or disclose the information for employment-related actions and decisions;

- Not use or disclose the information in connection with any other benefit or employee benefit plan of the Employer unless authorized by the individual;

- Report to the PEBC, on behalf of the Plan, any use or disclosure of protected health information which the Employer becomes aware of that is inconsistent with the permitted uses or disclosures;

- Make protected health information available to an individual in accordance with HIPAA’s access requirements, through processes coordinated by the PEBC;

- Make protected health information available for amendment through processes set up by the PEBC and incorporate any amendments to protected health information consistent with the HIPAA rules;

- Make available the information required to provide an accounting of disclosures in accordance with the HIPAA rules, following processes established by the PEBC;

- Make its internal practices, books and records relating to the use and disclosure of protected health information received from the Plan available to the Secretary of Health and Human Services and to the PEBC for purposes of determining the Plan’s compliance with HIPAA;

- Not retain copies of protected health information when no longer needed for the purpose for which disclosure was made. If feasible, the Employer will return to the Plan or destroy all protected health
information received from the Plan that the Employer still maintains in any form. An exception may apply if returning or destroying information is not feasible, but the Employer must limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

Separation of the Employer and the Group Health Plan

In accordance with HIPAA, only the following classes of employees or other persons may be given access to protected health information:

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

The persons described above may only have access to and use and disclose protected health information for plan administration functions that the Employer performs for the Plan, or which the PEBC performs on behalf of the Employer.

The Employer shall provide an effective mechanism for resolving any issues of noncompliance by such employees or persons. The Employer will comply with PEBC policies and procedures to safeguard protected health information, including reporting issues of noncompliance to the PEBC Executive Director. If the persons described above do not comply with this plan document, the Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

ARTICLE 11

AMENDMENT OF THE PLAN

The Employer has the right to modify, alter or amend this Plan in whole or in part, at any time, provided, however, that no such amendment shall diminish or eliminate any claim for any benefit to which a Participant has become entitled prior to such amendment. Notwithstanding the foregoing, the Employer shall have the limited right to amend the Plan at any time retroactively or otherwise, in such respects and to such extent as may be necessary to fully qualify it as a “cafeteria plan” under existing and applicable laws and regulations, including Section 125 of the Internal Revenue Code and if to the extent necessary to accomplish such purpose, may by such amendment decrease or otherwise affect benefits to which Participants may have already become entitled.
ARTICLE 12
TERMINATION OF THE PLAN

This Plan has been established by the Employer with the intent of being maintained for an indefinite period of time. However, the Employer reserves the right at any time to terminate or partially terminate the Plan. Should the Employer decide to terminate or partially terminate the Plan, the Plan Administrator shall be notified of such termination in writing and shall proceed at the direction of the Employer to take the necessary steps to discontinue the operation of the Plan in an appropriate and timely manner.

ARTICLE 13
MISCELLANEOUS

13.1 No Contract of Employment: Nothing in this Plan is intended to be or shall be construed as constituting a contract or other arrangement between any employee and the Employer to the effect that such employee will be employed for any specific period of time. All employees are considered to be employed at the will of the Employer.

13.2 No Guarantee of Non-Taxability: This Plan is designed and intended to be operated as a “cafeteria plan” under Section 125 of the Code. Nonetheless, neither the Plan Administrator nor the Employer makes any commitment or guarantee that a Participant’s benefits will be excludable from the Participant’s gross income for federal, state or local income tax purposes. It is the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant’s gross income, and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not excludable. Neither the Employer nor Plan Administrator shall in any way be liable for any taxes or other liability incurred by a Participant or anyone claiming through him or her by virtue of participation in this Plan. The Plan does not prohibit the payment of taxable benefits under certain of the Component Plans.

13.3 Nondiscrimination: In accordance with Section 125(b)(1) and (2), Section 129(d), and Section 105 of the Code, the Plan is intended not to discriminate in favor of Highly Compensated Employees as to eligibility to participate or as to contributions and benefits, nor to provide more than 25% of all statutory nontaxable benefits to Key Employees. If, in the operation of the Plan, more than 25% of the total nontaxable benefits are found to be provided to Key Employees, or the Plan discriminates in any other manner (or is in danger of so discriminating), then notwithstanding any other provision contained in this Plan, the Plan Administrator shall reduce or adjust such contributions and/or benefits under the Plan as shall be necessary to assure that, in the judgment of the Plan Administrator, the Plan will not discriminate.

All rules, procedures and decisions of the Plan Administrator shall be adopted, made and/or applied in such fashion that they do not discriminate in favor of Highly Compensated Employees and Key Employees. It is intended that these nondiscrimination rules be applied as required by Section 125 and applicable regulations.
13.4 **Construction of Agreement:** This Plan shall be construed, administered and enforced according to the laws of the State of Texas to the extent not superseded by the Code or other federal law. All rights, duties and obligations created by virtue of this Plan shall be legally enforceable by the appropriate parties.

13.5 **Headings:** The headings of sections and subsections in this document are for ease of reference only and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

13.6 **Severability:** In the event that any provision of this Plan is held illegal or invalid for any reason, the remaining provisions of this Plan will not be affected. All remaining provisions shall be fully severable and this Plan shall, to the extent practicable, be construed and enforced as if the illegal or invalid provision had never been inserted.

13.7 **Non-Alienation of Benefits:** Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person.

13.8 **Effect of Mistake:** In the event of a mistake as to the eligibility or participation of an employee, or the allocations made to the account of any Participant, or the amount of benefits made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

13.9 **Plan Provisions Controlling:** In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as herein set forth, the provisions of this Plan shall be controlling.

13.10 **Incorporation by Reference:** The actual terms and conditions of the separate Component Plans or insurance policies offered under this Plan are contained in separate, written documents governing each respective benefit, and they shall govern in the event of a conflict between the individual plan document and this Plan as to substantive content. To that end, each separate document as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

13.11 **Code Compliance:** It is intended that this Plan meet all applicable requirements of the Code and all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.
ARTICLE 14

SIGNATURE

The above Plan is hereby amended and restated, to be effective as of January 1, 2004, this ___ day of ______________________, 20__.

Dallas County

By: ____________________________
Margaret Keliher, County Judge

Approved as to form:

By: ____________________________
Dallas County District Attorney’s Office
EXHIBIT A

COMPONENT PLANS

EFFECTIVE DATE: January 1, 2004

GROUP INSURANCE/BENEFIT PLANS:

PEBC EPO Medical Plan including Pharmacy and Mental Health Components
PEBC PPO Medical Plan including Pharmacy and Mental Health Components
HMO Medical Plan
PEBC Dental Plan
Dental HMO Plans
Optional Term Life and AD&D/Voluntary Accident Insurance (to the extent allowable by the Internal Revenue Code)

OTHER COMPONENTS:

Health Care Spending Account Plan
Dependent Care Spending Account Plan
March 16, 2004

To: Commissioners Court

Through: Jim Barrett
Assistant Director of Facilities

From: H. Mack Richardson
Senior Property Manager

Subject: Dallas County Employees Credit Union Lease

BACKGROUND
Dallas County leases three locations to the Dallas County Employees Credit Union[DCECU], Inc. The lease was approved by Court Order 2001-763 for a period of April 23, 2001 through April 22, 2006. The locations are the Health and Human Services Building, 2377 Stemmons Freeway, 8th floor [3,453 sq ft], the Old Criminal Courts Building, 501 Main, 1st floor [626 sq ft], and the Frank Crowley Courts Building, 133 N. Industrial, 4th floor [470 sq ft]. On January 22, 2004 DCECU gave notice of its intent to terminate the Lease Agreement only with respect to the location at 2377 Stemmons Freeway effective May 1, 2004. Court Order 2001-763, granted both parties the right to terminate said lease by giving sixty [60] days notice to the other party.

FINANCIAL IMPACT
The current lease is for 3,543 of square feet at $4.50 per square foot. Total loss of revenue $15,943.50 per year.

LEGAL
An Amendment to the lease was proposed by the District Attorney’s Office, Civil Section, releasing the Dallas County Employees Credit Union from the contract at the 2377 Stemmons Freeway location.

RECOMMENDATION
The Assistant Director of Facilities Management recommends that the lease for use of County Facilities by DCECU be amended to release the credit union from the contract at 2377 Stemmons Freeway effective May 1, 2004

If the Commissioners Court is in agreement with this revision, a Court Order will be placed on the next available agenda.

Approved by,

[Signature]
Dan Savage, Assistant Administrator for Operations
AGREEMENT BY AND BETWEEN
DALLAS COUNTY AND
DALLAS COUNTY EMPLOYEES CREDIT UNION
TO AMEND LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

This Agreement is made by and between Dallas County, Texas ("County"), and Dallas County Employees Credit Union, Inc. ("DCECU").

WITNESSETH:

WHEREAS, the Dallas County Commissioners Court and DCECU entered into a lease agreement ("Lease Agreement"), which is hereto attached as "Exhibit A," for the period April 23, 2001 through April 22, 2006 authorized by Commissioners Court per Court Order 2001-763, which is hereto attached as "Exhibit B;" and

WHEREAS, DCECU, pursuant to the Lease Agreement, currently leases space from County in three locations: the Health and Human Services Building, 2377 Stemmons Freeway, eighth floor (3,543 square feet); the Old Criminal Courts Building, 501 Main, first floor (626 square feet); and the Frank Crowley Courts Building, 133 N. Industrial, fourth floor (470 square feet); and

WHEREAS, DCECU on January 22, 2004 gave notice of its intent to terminate the Lease Agreement only with respect to the location at 2377 Stemmons Freeway effective May 1, 2004.

NOW THEREFORE, County and DCECU agree as follows:

I.

County and DCECU hereby adopt by reference and reaffirm the terms and conditions of the Lease Agreement, exhibits, extensions, modifications, and amendments as exhibited by Commissioners Court Order 2001-763, and any addenda or amendments thereto, if any, which are incorporated by reference as if fully set forth, except as expressly amended below.

II.

Subsection (B) of Section I, Basic Terms, is amended to read as follows:

Address of the Lessee:

Dallas County Employees Credit Union

2341 Turnig Blvd

Dallas, TX 75207
III.

Subsection (C), Premises, of Section I, Basic Terms, is amended by deleting:

“(1) Health and Human Service-2377 Stemmons 8th Fl – Tenant’s Area: 3,543 sq. ft.”

IV.

Subsection (D), Building, of Section I, Basic Terms, is amended by deleting the reference to “2377 Stemmons Freeway, Dallas, Texas.”

V.

Section II, Rent, first paragraph is amended to read:

“Lessee agrees to pay the County by the first (1st) day of each month during the Term, the minimum Rent (the “Rent”) equal to Two Hundred Thirty Four and 75/100 Dollars ($234.75) for Rent of the Premises.”

Section II, Rent, is amended by deleting:

“1) Health and Human Services    $1,328.63.”

VI.

Section IV, Use of Premises, is amended by deleting:

“(E) Parking: Lessee shall have the right to park employee and private passenger vehicles on the parking lot during business hours on a “first come, first serve” basis. No vehicle will be abandoned on the Premises past business hours. Sufficient parking will be designated to comply with the Americans with Disabilities Act.”

VII.

Subsection (F), Notices, of Section I, Miscellaneous General Provisions, is amended to read:
Lessee:

Dallas County Employees Credit Union
Attn: Jennifer Naughton

VIII.

The terms and obligations of this Amendment shall take effect upon full and final execution by the Parties, and nothing herein shall be construed as creating any retroactive obligation on either of the Parties.

IX.

The individuals signing below on behalf of the parties represent and warrant that each has the authority to bind his/her respective party to the terms of this Amendment and Extension.

Executed this 2nd day of March, 2004.

DALLAS COUNTY
Margaret Keiliher
Dallas County Judge

DALLAS COUNTY EMPLOYEES CREDIT UNION
Jennifer Naughton
President/CEO

Approved as to form:

Bob Schell, Assistant District Attorney
Chief, Civil Section
EXHIBIT A
Lease Agreement
EXHIBIT B
Commissioners Court Order No. 2001-763
BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 17th day of April, 2001, on motion made by Kenneth A. Mayfield, Commissioner of District No. 4, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

WHEREAS, in briefing session on March 20, 2001 and re-brief on April 17, 2001 the Dallas County Commissioners Court was briefed by the Space Utilization Committee, the Dallas County Employees Credit Union's request to renew their current lease for another five (5) years under the same terms and conditions; and

WHEREAS, said lease and agreements were authorized by Commissioners Court per Court Orders No. 95-1978 dated November 14, 1995, 97-566 dated March 25, 1997 and 97-727 dated April 15, 1997 and are due to expire on April 22, 2001; and

WHEREAS, the Dallas County Employees Credit Union (DCECU) currently leases space from Dallas County in three locations which are the Health and Human Services Building, 2377 Stemmons Freeway, eighth floor (3,543 square feet), the Old Criminal Courts Building, 501 Main, first floor (626 square feet) and the Frank Crowley Courts Building, 133 N. Industrial, fourth floor (470 square feet); and

WHEREAS, the Dallas County Employees Credit Union will reimburse Dallas County at the rate of $4.50 per square foot for space at the Health and Human Services Building ($1,328.63 per month) and the Old Criminal Courts Building ($234.75 per month) to cover utilities, security and janitorial services; and

WHEREAS, in lieu of rent for the 470 square feet of space at the Frank Crowley Courts Building, the (DCECU) will provide in kind services to County employees, i.e. bus tickets, banking, purchase of discount tickets, loan requests, etc; and

WHEREAS, Lessee and Lessor each shall have the right to terminate said lease by giving sixty (60) days in advance written notice to the other party.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas Commissioners Court does hereby authorize the County Judge to execute a Lease Agreement with the Dallas County Employees Credit Union for office space at the Health and Human Services Building, Old Criminal Courts Building and the Frank Crowley Courts Building under the same terms and conditions for a period of five (5) years, beginning April 23, 2001 and ending April 22, 2006.
DONE IN OPEN COURT this the 17th day of April, 2001.

Lee F. Jackson
County Judge

Jim Jackson
Commissioner District #1

Mike Cantrell
Commissioner District #2

John Wiley Price
Commissioner District #3

Kenneth A. Mayfield
Commissioner District #4

Recommended by:
Dan Savage
Assistant Administrator for Operations

ITEM #31 ON AGENDA - TUESDAY, APRIL 17, 2001.
March 16, 2004

To: Commissioners Court
From: Dan Savage, Assistant Administrator for Operations
Subject: Parking Garage Revenue Update

Background
As part of the preliminary work on the proposed new parking garage under Founders Plaza, the County engaged the firm of DeShazo, Tang and Associates to prepare a financial feasibility study. This study was last updated and submitted to the Commissioners Court on May 13, 2003. The study sets forth a number of scenarios and is based on a number of assumptions. A copy of this study is attached.

The study projected revenue from a 460-space, 3-level garage and a 630-space, 4-level garage. It looked at nominal growth and aggressive growth scenarios. The study assumed an $11,000,000 cost for the 3-level garage and a $13,500,000 cost for the 4-level garage. It also assumed two years of capitalized interest, plus bond financing over a 20-year period at 4.30% interest. The chart below is taken from that report and summarizes the study findings. It shows adequate funding except in the two most conservative situations.

Table 12. Financial Analysis Scenarios Results

<table>
<thead>
<tr>
<th>ANALYSIS CONDITION</th>
<th>DEBT COVERAGE RATIO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nominal Growth Scenario A</td>
</tr>
<tr>
<td>No.</td>
<td>Contract Rate</td>
</tr>
<tr>
<td>-----</td>
<td>---------------</td>
</tr>
<tr>
<td>1</td>
<td>$90/month</td>
</tr>
<tr>
<td>2</td>
<td>$90/month</td>
</tr>
<tr>
<td>3</td>
<td>$90/month</td>
</tr>
<tr>
<td>4**</td>
<td>$90/month</td>
</tr>
<tr>
<td>5**</td>
<td>$90/month</td>
</tr>
</tbody>
</table>

* Includes $200,000 annual subsidy
** Subsidy and increased contract parking fees from existing garage
Recently, Jacobs Facilities, the firm designing the parking garage, completed the schematic design report. The proposed design is a 581 space, 4-level design that is estimated to cost $13,636,577. This is a total cost number including design fees and contingencies. RBC Dain Rauscher has updated its report on financing options using the Jacobs cost estimates. Under the most likely financing scenario, the average annual debt service costs will be $1,123,621 using 20-year financing at 4.6% with 18 months of capitalized interest. This is in line with the $1,109,519 used in the De Shazo study for the 630-space, 4-level garage.

At present, the existing garage fees are $70 per month for County employees, $100 per month for private parties, $1.50 for 20 minutes for short-term parking, and $8.00 per day for transient parking. These rates need to be increased by the time the new garage is completed to $90 per month for County employees, higher than $100 for private monthly parkers, and $2.00 for 20 minutes for the short-term parkers. The $8.00 daily maximum for transient parking is at the level set forth in the DeShazo study. As part of this effort staff will bring forward in April a plan to meet these rate targets by the time the new garage is open.

**Financial Impact of Additional Fee Increases**

The DeShazo study revenue forecasts were based on a set of parking rates that were projected as constant over the entire 20-year term of the financing. It is not likely that the rates would remain constant over the entire life of the debt. Also, the rate used for the private party monthly parkers was $90 and current rate is already above that. The DeShazo study is based on contract parking volume at 408 per month on the low end for nominal growth and 856 per month on the high end for aggressive growth. Each $10 increase in monthly rates would yield between $48,960 and $102,720. If monthly rates were increased by $10 every five years, then the following additional revenue would result:

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee Increase</th>
<th>Nominal Growth</th>
<th>Aggressive Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>$10 Increase after 5-years</td>
<td>$48,960</td>
<td>$102,720</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>$48,960</td>
<td>$102,720</td>
</tr>
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<td>8</td>
<td></td>
<td>$48,960</td>
<td>$102,720</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>$48,960</td>
<td>$102,720</td>
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<td>10</td>
<td></td>
<td>$48,960</td>
<td>$102,720</td>
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<tr>
<td>11</td>
<td>$10 Increase after 10-years</td>
<td>$97,920</td>
<td>$205,440</td>
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<tr>
<td>12</td>
<td></td>
<td>$97,920</td>
<td>$205,440</td>
</tr>
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<td>13</td>
<td></td>
<td>$97,920</td>
<td>$205,440</td>
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<td>14</td>
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<td>$97,920</td>
<td>$205,440</td>
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<td>15</td>
<td></td>
<td>$97,920</td>
<td>$205,440</td>
</tr>
<tr>
<td>16</td>
<td>$10 Increase after 15-years</td>
<td>$146,280</td>
<td>$308,160</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>$146,280</td>
<td>$308,160</td>
</tr>
<tr>
<td>18</td>
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<td>$308,160</td>
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<tr>
<td>19</td>
<td></td>
<td>$146,280</td>
<td>$308,160</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>$146,280</td>
<td>$308,160</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,465,800</strong></td>
<td><strong>$3,081,600</strong></td>
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</table>
Roughly 50 private parties have monthly parking passes at present and pay $100 per month for that privilege. The Texas Club has the closest covered parking and as of the latest survey information, monthly parking at that facility was at least $125.00 with some parking as high as $175.00. If twenty five-spaces were set aside as premium monthly parking spaces reserved for specific individuals, the rates for these could be set higher, perhaps at $150 per month. This would yield an additional $15,000 annually base rate for private parties were raised to $125.00 then an additional $7500 could be gained each year. If these adjustment were made by the time the new garage is completed an additional $450,000 could be raised over the twenty-year life of the bonds.

The revenue assumptions in the DeShazo study are based on the two growth scenarios: nominal and aggressive. It is likely that the actual outcome will be somewhere in between. A scenario that assumes growth of parking demand at the 25th percentile level between nominal growth and aggressive growth is probably a realistic growth level for planning purposes. If monthly parking revenues were increased by $10 every five years this would yield an additional $1,832,250 over the life of the bonds. If the potential increase of $450,000 in the private pay monthly parking is added in, the potential for additional revenue is increased to $2,282,250. Additional revenue could be obtained by raising the short-term and daily rates on regular intervals over the life of the debt service. This would support about $1,400,000 in additional debt or a total issuance around $15,000,000.

**Impact on Operations**

If additional parking revenue is raised, it can be used to enhance the development of the plaza blocks. The current plaza budget is a plug figure of $3,000,000. These funds will come from City Center Tax Increment Financing District revenues. The plaza conceptual design report includes an expanded scope of work with the following construction cost estimates:

- Founders Plaza: $2,473,762
- Main Street: $1,218,981
- JFK Plaza: $1,644,765
- Houston Street: $1,231,141

The design fees for this work are being negotiated at this time. They will be in the $500,000 range. The project will have to be scoped to match the available funding. If additional parking revenue can be used for plaza improvements it may be possible to generate another $1,500,000 for the plaza work.
Legal
The County's bond attorney and financial advisor will have to review and approve this update to the May 2003 DeShazo financial feasibility report and this request to use additional parking revenues for repayment of debt service on the parking garage/plaza project.

Recommendation
Staff recommends that this update to the DeShazo May 2003 financial feasibility report be accepted and that the financing method used for the parking garage project be structured so that available funds could be used for plaza improvements.

Recommended by

[Signature]
Dan Savage, Assistant Administrator
for Operations

Attachments
FINANCIAL FEASIBILITY ANALYSIS UPDATE FOR THE PROPOSED DALLAS COUNTY HISTORICAL PLAZA GARAGE IN DOWNTOWN DALLAS, TEXAS

Prepared by:
DeShazo, Tang & Associates, Inc.
Engineers • Planners
400 South Houston Street
Suite 330 • Union Station
Dallas, Texas 75202
Phone 214/748-6740
Fax 214/748-7037

May 2, 2003
# TABLE OF CONTENTS

Feasibility Analysis of Historical Plaza Parking Garage
DT&A No. 03001

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>GARAGE DESCRIPTION</td>
<td>1</td>
</tr>
<tr>
<td>PARKING DEMAND ANALYSIS</td>
<td>3</td>
</tr>
<tr>
<td>Study Area</td>
<td>3</td>
</tr>
<tr>
<td>Development Scenarios</td>
<td>3</td>
</tr>
<tr>
<td>Future Development</td>
<td>4</td>
</tr>
<tr>
<td>FINANCIAL ANALYSIS</td>
<td>5</td>
</tr>
<tr>
<td>Garage Annual Debt Service</td>
<td>5</td>
</tr>
<tr>
<td>Projected Parking Demand</td>
<td>5</td>
</tr>
<tr>
<td>Projected Parking Usage</td>
<td>8</td>
</tr>
<tr>
<td>Projected Garage Revenue</td>
<td>12</td>
</tr>
<tr>
<td>Transient Parking Revenue</td>
<td>12</td>
</tr>
<tr>
<td>Contract Parking Revenue</td>
<td>12</td>
</tr>
<tr>
<td>Total Annual Revenue</td>
<td>13</td>
</tr>
<tr>
<td>Garage Operating Costs</td>
<td>13</td>
</tr>
<tr>
<td>Garage Financial Balance</td>
<td>13</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>14</td>
</tr>
<tr>
<td>Alternative Rate Schedule</td>
<td>14</td>
</tr>
<tr>
<td>Subsidy From Existing Garage</td>
<td>15</td>
</tr>
<tr>
<td>Subsidy and Increased Contract Parking Fees from Existing Garage</td>
<td>16</td>
</tr>
<tr>
<td>CONCLUSION</td>
<td>18</td>
</tr>
<tr>
<td>APPENDICES</td>
<td></td>
</tr>
</tbody>
</table>
TECHNICAL MEMORANDUM

TO: Mr. Dan Savage — Dallas County Commissioners Court

CC: Mr. Timothy Strucely, AIA — Vidaud+Associates, Inc.


DATE: May 2, 2003

RE: Feasibility Analysis of Historical Plaza Parking Garage in Dallas, Texas
    DT&A No. 03001

INTRODUCTION

The services of DeShazo, Tang & Associates, Inc. (DT&A) were acquired to update the financial feasibility study for a proposed parking garage underneath the Historical Plaza adjacent to the Dallas County Records Building in downtown Dallas. The original study was completed by DT&A in March 2002 (DT&A No. 00231.02). The purpose of this study is to determine the future parking demand of the proposed garage from existing and future development in the study area and changes in both parking supply and parking demand caused by development. Then, based upon the projected demands for the garage, analyze the financial feasibility of the project under various given scenarios.

GARAGE DESCRIPTION

The proposed garage would be similar in size and design to the existing subterranean parking garage under the President John F. Kennedy Memorial adjacent to the Old Red Courthouse. The two garages would be connected below street level to facilitate vehicle and pedestrian movement between them. In addition, new garage access is planned. Garage plans are currently in development concurrent with planning for restoration of the plazas at surface (street) level. The proposed site in relation to the surrounding downtown Dallas area is shown in Exhibit 1.
Two garage design concepts were considered in the analysis.

- Option I — 460 parking spaces (3 levels underground), estimated cost of $11,000,000
- Option II — 630 parking spaces (4 levels underground), estimated cost of $13,500,000

All the cost estimates include 7% architecture/engineering fees and 6% contingency. However, the costs do not include the restoration of the Historical Plaza after the cut-and-cover construction of the proposed garage.

Preliminary design drawings are provided in Appendix A.

PARKING DEMAND ANALYSIS

The following sections summarize the approach used to project the parking demand for the proposed garage. Appendix B contains detailed supporting data for this analysis.

Study Area

The Dallas County Government Complex is located on the west side of the CBD adjacent to the West End Historic District. Much of the study area also lies within the Dealey Plaza Historic Area, which is listed on the "National Register of Historic Places" due to its significance with the assassination of President John F. Kennedy.

The study area selected for analysis was chosen to reflect the vicinity in which the proposed garage could serve some or all of the projected parking demand. The study area includes primarily government and commercial offices, a college campus, museums and monuments, surface or garage parking, and smaller areas of residential, hotel, restaurant, and retail uses. The study area was subdivided into individual blocks for the analysis – a study area block map is provided in Appendix B.

Development Scenarios

Following consultation with local property owners and Dallas County staff, it was determined that many development proposals existed, though most were not associated with a specific timetable. In lieu of exercising arbitrary judgment, two development scenarios were chosen to reflect a range of possible future conditions.

- **Scenario A (Nominal Growth)**
  - Development projects in progress or definitively planned as of the date of this report are assumed to occur. Otherwise, no additional development was assumed.

- **Scenario B (Aggressive Growth)**
  - Development projects in progress as of the date of this report are assumed to occur.
  - All other potential development sites were assumed to develop to an aggressive, yet realistic, size within the allowable development parameters of the West End Historic District zoning regulations (e.g., 100-foot maximum building height).
The number of contract and transient parkers generated for each scenario by block was calculated or assumed and will be summarized later according to the development scenario. The numbers of parkers are peak levels of transient or contract parkers. As such, that level of parking activity will not be present at all times. The Financial Analysis section of this report addresses in detail the time distribution of parking demand and other related factors.

**Future Development**

Based upon consultation with various property owners and representatives in the study area, a series of development assumptions were made. Each development assumption included one or more of the following details: land use, square footage, and the percent of parking demand potentially served by the proposed Dallas County garage. The following parking demand ratios were applied where applicable to project the peak parking demands for each use.

**DT&A Parking Demand Ratios for Downtown Dallas**
(for Planning Purposes Only)

<table>
<thead>
<tr>
<th>Office</th>
<th>1 parking space per 650 SF (contract parking)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail/Restaurant</td>
<td>1 parking space per 500 SF (transient parking)</td>
</tr>
<tr>
<td>Tourist Destination</td>
<td>1 parking space per 500 SF (transient parking)</td>
</tr>
<tr>
<td>Entertainment Use</td>
<td>1 parking space per 500 SF (transient parking)</td>
</tr>
</tbody>
</table>

A list of development assumptions is provided in Appendix B followed by a tabular summary of the resulting parking demands for each scenario. Table 1 provides an overview of the results.

### Table 1. Parking Demand Results

<table>
<thead>
<tr>
<th></th>
<th>EXISTING CONDITIONS</th>
<th>SCENARIO A — NOMINAL FUTURE GROWTH</th>
<th>SCENARIO B — AGGRESSIVE FUTURE GROWTH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PUBLIC PARKING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supply(A) (Approximate)</td>
<td>2,650</td>
<td>2,281</td>
<td>1,579</td>
</tr>
<tr>
<td>Latent Demand (Contract)</td>
<td>(200)</td>
<td>(400)</td>
<td>(856)</td>
</tr>
<tr>
<td>Latent Demand (Transient)</td>
<td>(95)</td>
<td>(104)</td>
<td>(369)</td>
</tr>
<tr>
<td>Latent Demand (Total)</td>
<td>(295)</td>
<td>(512)</td>
<td>(1,225)</td>
</tr>
<tr>
<td>Proposed Dallas County Garage</td>
<td>0</td>
<td>460 (Option I)</td>
<td>460 (Option I)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>630 (Option II)</td>
<td>630 (Option II)</td>
</tr>
<tr>
<td>Projected Study Area Deficit</td>
<td>(295)</td>
<td>(52)</td>
<td>765</td>
</tr>
<tr>
<td></td>
<td></td>
<td>118</td>
<td>(590)</td>
</tr>
<tr>
<td><strong>PRIVATE PARKING(B)</strong></td>
<td>Supply (Approximate)</td>
<td>2,181</td>
<td>2,181</td>
</tr>
</tbody>
</table>

(A) Does not include on-street, metered parking; does not include future Dallas County garage.

(B) Private parking includes parking spaces that are not available to the general public.
FINANCIAL ANALYSIS

With the projected demand for both scenarios in place, the financial analysis of the garage can begin. The revenue from the garage will be projected and compared to the annual debt service, to determine if the project is financially feasible. Dallas County proposes to fund the garage with “double barrel” bonds for which the minimum desired debt coverage ratio is 1.25. Other sources of revenue were also evaluated.

A large amount of historical garage revenue data was collected from the existing Dallas County underground parking garage\(^1\). These data, along with industry standards and other garage performance data collected by DT&A around the Dallas CBD as of 2001, were used to develop the methodology presented here.

**Garage Annual Debt Service**

For the purposes of this analysis, it is assumed that bonds will be issued to cover the design and construction costs of the proposed garage. It is also assumed that with two years of capitalized interest during construction, repayment of the bonds will take place over a period of twenty years. Assuming the use of 4.30% bonds, the annual debt service is provided in Table 2.

<table>
<thead>
<tr>
<th>Garage Design Scheme</th>
<th>Construction Cost</th>
<th>Annual Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option I – 460 spaces</td>
<td>$11.0 million</td>
<td>$904,000</td>
</tr>
<tr>
<td>Option II – 630 spaces</td>
<td>$13.5 million</td>
<td>$1,110,000</td>
</tr>
</tbody>
</table>

**Projected Parking Demand**

Using parking lot occupancy counts conducted by DT&A in the Dallas CBD, the occupancy ratios for the proposed garage were projected. These occupancy rates are for each time period within each day and show what percentage of that day’s peak demand is active during that time period. The transient parking occupancy ratios were developed from occupancy data collected at the large surface parking lots surrounding the DART’s West Transfer Station. The contract parking occupancy ratios were studied at the Austin Garage on Elm Street. Table 3 shows the occupancy ratios by day and time period for both transient and contract parking.

---

\(^1\) All the data regarding the existing County Garage are from a conversation with and supporting documents provided by the manager of garage, Chuck Righetti of Central Parking, on June 11, 2001.
Table 3. Observed Occupancy Ratios by Time-of-Day
(Percent of Daily Peak Demand)

<table>
<thead>
<tr>
<th></th>
<th>Monday-Thurday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transient Parking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning (8-11AM)</td>
<td>80%</td>
<td>80%</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Noon (11AM-2PM)</td>
<td>90%</td>
<td>95%</td>
<td>30%</td>
<td>20%</td>
</tr>
<tr>
<td>Afternoon (2-5PM)</td>
<td>60%</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
</tr>
<tr>
<td>Late Afternoon (5-7PM)</td>
<td>45%</td>
<td>45%</td>
<td>70%</td>
<td>40%</td>
</tr>
<tr>
<td>Evening (7-10PM)</td>
<td>30%</td>
<td>100%</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Late Evening (10PM-12AM)</td>
<td>20%</td>
<td>90%</td>
<td>90%</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Contract Parking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning (8-11AM)</td>
<td>100%</td>
<td>100%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Noon (11AM-2PM)</td>
<td>100%</td>
<td>100%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Afternoon (2-5PM)</td>
<td>85%</td>
<td>75%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Late Afternoon (5-7PM)</td>
<td>25%</td>
<td>25%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Evening (7-10PM)</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Late Evening (10PM-12AM)</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
</tr>
</tbody>
</table>

Furthermore, the differences between typical weekday transient and contract parking occupancy ratios were compared with Saturday and Sunday ratios. It was determined that Saturday and Sunday peak hour contract demand resulted in contract parkers occupying approximately five percent (5%) of the spaces occupied during the week. Transient peak hour parking demand resulted in parkers occupying an equal amount of spaces on Saturday as during the week, but the Sunday demand is approximately only 20% of the weekday rate. Thus the transient and contract parking peak demand generated in Table 1 can be found for all four-day categories. Using the occupancy ratios in Table 3, the peak demands can be converted into demand throughout the day. These are shown in Table 4a and 4b.
Table 4a. Projected Study Area Parking Demand by Time Period, Scenario A (Nominal Growth) — Options I and II

<table>
<thead>
<tr>
<th></th>
<th>Monday-Thur</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transient Parking Demand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>83</td>
<td>83</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Noon</td>
<td>94</td>
<td>99</td>
<td>31</td>
<td>4</td>
</tr>
<tr>
<td>Afternoon</td>
<td>62</td>
<td>62</td>
<td>42</td>
<td>6</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>47</td>
<td>47</td>
<td>73</td>
<td>8</td>
</tr>
<tr>
<td>Evening</td>
<td>31</td>
<td>104</td>
<td>104</td>
<td>10</td>
</tr>
<tr>
<td>Late Evening</td>
<td>21</td>
<td>94</td>
<td>94</td>
<td>2</td>
</tr>
<tr>
<td><strong>Contract Parking Demand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>408</td>
<td>408</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Noon</td>
<td>408</td>
<td>408</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Afternoon</td>
<td>347</td>
<td>306</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>102</td>
<td>102</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Evening</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Late Evening</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td><strong>Combined Parking Demand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>491</td>
<td>491</td>
<td>31</td>
<td>22</td>
</tr>
<tr>
<td>Noon</td>
<td>502</td>
<td>507</td>
<td>52</td>
<td>25</td>
</tr>
<tr>
<td>Afternoon</td>
<td>409</td>
<td>368</td>
<td>62</td>
<td>27</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>149</td>
<td>149</td>
<td>93</td>
<td>29</td>
</tr>
<tr>
<td>Evening</td>
<td>52</td>
<td>124</td>
<td>124</td>
<td>31</td>
</tr>
<tr>
<td>Late Evening</td>
<td>41</td>
<td>114</td>
<td>114</td>
<td>22</td>
</tr>
</tbody>
</table>
Table 4b. Projected Study Area Parking Demand by Time Period, Scenario B (Aggressive Growth) — Options I and II

<table>
<thead>
<tr>
<th></th>
<th>Monday-Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transient Parking Demand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>295</td>
<td>295</td>
<td>37</td>
<td>7</td>
</tr>
<tr>
<td>Noon</td>
<td>332</td>
<td>351</td>
<td>111</td>
<td>15</td>
</tr>
<tr>
<td>Afternoon</td>
<td>221</td>
<td>221</td>
<td>148</td>
<td>22</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>166</td>
<td>166</td>
<td>258</td>
<td>30</td>
</tr>
<tr>
<td>Evening</td>
<td>111</td>
<td>369</td>
<td>369</td>
<td>37</td>
</tr>
<tr>
<td>Late Evening</td>
<td>74</td>
<td>332</td>
<td>332</td>
<td>7</td>
</tr>
<tr>
<td><strong>Contract Parking Demand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>856</td>
<td>856</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>Noon</td>
<td>856</td>
<td>856</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>Afternoon</td>
<td>728</td>
<td>642</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>214</td>
<td>214</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>Evening</td>
<td>43</td>
<td>43</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>Late Evening</td>
<td>43</td>
<td>43</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td><strong>Combined Parking Demand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>1,151</td>
<td>1,151</td>
<td>80</td>
<td>50</td>
</tr>
<tr>
<td>Noon</td>
<td>1,188</td>
<td>1,207</td>
<td>154</td>
<td>58</td>
</tr>
<tr>
<td>Afternoon</td>
<td>949</td>
<td>863</td>
<td>190</td>
<td>65</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>380</td>
<td>380</td>
<td>301</td>
<td>72</td>
</tr>
<tr>
<td>Evening</td>
<td>154</td>
<td>412</td>
<td>412</td>
<td>80</td>
</tr>
<tr>
<td>Late Evening</td>
<td>117</td>
<td>375</td>
<td>375</td>
<td>50</td>
</tr>
</tbody>
</table>

As noted in Tables 4a and 4b, the projected parking demand for some of the time periods exceeds the number of spaces available in the proposed garage, indicating that unmet parking demand still remains even with the proposed garage in place.

**Projected Parking Usage**

The existing underground parking garage currently has 315 monthly parking contracts. However, only 205-225 of the contract holders use the garage on any given day. Since the contract parking population for the proposed garage is assumed to be similar to the existing garage, a similar discounting of contract...
parking demand will be used. However, due to the larger number of non-county employees projected to take contracts in the proposed garage, the actual weekday contract usage is projected to be 80% of the theoretical demand, rather than the lower 65% found in the existing garage.

After the number of contract parkers actually using the garage is reduced, the remaining parking spaces are filled by the transient parking demand. Full details of all the schemes can be found in the Appendix C. Tables 5a, 5b and 5c show the resulting parking usage by day and time period for Scenarios A and B.

Table 5a. Estimated Parking Usage of Proposed Garage by Time Period
Scenario A (Nominal Growth) — Options I and II

<table>
<thead>
<tr>
<th></th>
<th>Monday-Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transient Parking Usage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>83</td>
<td>83</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Noon</td>
<td>94</td>
<td>99</td>
<td>31</td>
<td>4</td>
</tr>
<tr>
<td>Afternoon</td>
<td>62</td>
<td>62</td>
<td>42</td>
<td>6</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>47</td>
<td>47</td>
<td>73</td>
<td>8</td>
</tr>
<tr>
<td>Evening</td>
<td>31</td>
<td>104</td>
<td>104</td>
<td>10</td>
</tr>
<tr>
<td>Late Evening</td>
<td>21</td>
<td>94</td>
<td>94</td>
<td>2</td>
</tr>
<tr>
<td><strong>Contract Parking Usage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>326</td>
<td>326</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Noon</td>
<td>326</td>
<td>326</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Afternoon</td>
<td>277</td>
<td>245</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>82</td>
<td>82</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Evening</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Late Evening</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
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<tr>
<td><strong>Combined Parking Usage</strong></td>
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<tr>
<td>Morning</td>
<td>410</td>
<td>410</td>
<td>27</td>
<td>18</td>
</tr>
<tr>
<td>Noon</td>
<td>420</td>
<td>425</td>
<td>48</td>
<td>20</td>
</tr>
<tr>
<td>Afternoon</td>
<td>340</td>
<td>307</td>
<td>58</td>
<td>23</td>
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<tr>
<td>Late Afternoon</td>
<td>128</td>
<td>128</td>
<td>89</td>
<td>25</td>
</tr>
<tr>
<td>Evening</td>
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<td>27</td>
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<tr>
<td>Late Evening</td>
<td>37</td>
<td>110</td>
<td>110</td>
<td>18</td>
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</tbody>
</table>
Table 5b. Estimated Parking Usage of Proposed Garage by Time Period
Scenario B (Aggressive Growth) — Option I

<table>
<thead>
<tr>
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<th>Monday-Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transient Parking Usage</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>0</td>
<td>0</td>
<td>37</td>
<td>7</td>
</tr>
<tr>
<td>Noon</td>
<td>0</td>
<td>0</td>
<td>111</td>
<td>15</td>
</tr>
<tr>
<td>Afternoon</td>
<td>0</td>
<td>0</td>
<td>148</td>
<td>22</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>166</td>
<td>166</td>
<td>258</td>
<td>30</td>
</tr>
<tr>
<td>Evening</td>
<td>111</td>
<td>369</td>
<td>369</td>
<td>37</td>
</tr>
<tr>
<td>Late Evening</td>
<td>74</td>
<td>332</td>
<td>332</td>
<td>7</td>
</tr>
<tr>
<td><strong>Contract Parking Usage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>460</td>
<td>460</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Noon</td>
<td>460</td>
<td>460</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Afternoon</td>
<td>460</td>
<td>460</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>171</td>
<td>171</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Evening</td>
<td>34</td>
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<td>34</td>
<td>34</td>
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<tr>
<td>Late Evening</td>
<td>34</td>
<td>34</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td><strong>Combined Parking Usage</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>460</td>
<td>460</td>
<td>71</td>
<td>42</td>
</tr>
<tr>
<td>Noon</td>
<td>460</td>
<td>460</td>
<td>145</td>
<td>49</td>
</tr>
<tr>
<td>Afternoon</td>
<td>460</td>
<td>460</td>
<td>182</td>
<td>56</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>337</td>
<td>337</td>
<td>293</td>
<td>64</td>
</tr>
<tr>
<td>Evening</td>
<td>145</td>
<td>403</td>
<td>403</td>
<td>71</td>
</tr>
<tr>
<td>Late Evening</td>
<td>108</td>
<td>366</td>
<td>366</td>
<td>42</td>
</tr>
</tbody>
</table>
Table 5c. Estimated Parking Usage of Proposed Garage by Time Period  
Scenario B (Aggressive Growth) — Option II

<table>
<thead>
<tr>
<th></th>
<th>Monday-Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transient Parking Usage</td>
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</tr>
<tr>
<td>Morning</td>
<td>0</td>
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<td>37</td>
<td>7</td>
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<tr>
<td>Noon</td>
<td>0</td>
<td>0</td>
<td>111</td>
<td>15</td>
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<tr>
<td>Afternoon</td>
<td>48</td>
<td>116</td>
<td>148</td>
<td>22</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>166</td>
<td>166</td>
<td>258</td>
<td>30</td>
</tr>
<tr>
<td>Evening</td>
<td>111</td>
<td>369</td>
<td>369</td>
<td>37</td>
</tr>
<tr>
<td>Late Evening</td>
<td>74</td>
<td>332</td>
<td>332</td>
<td>7</td>
</tr>
<tr>
<td>Contract Parking Usage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>630</td>
<td>630</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Noon</td>
<td>630</td>
<td>630</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Afternoon</td>
<td>582</td>
<td>514</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>171</td>
<td>171</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Evening</td>
<td>34</td>
<td>34</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Late Evening</td>
<td>34</td>
<td>34</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Combined Parking Usage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning</td>
<td>630</td>
<td>630</td>
<td>71</td>
<td>42</td>
</tr>
<tr>
<td>Noon</td>
<td>630</td>
<td>630</td>
<td>145</td>
<td>49</td>
</tr>
<tr>
<td>Afternoon</td>
<td>630</td>
<td>630</td>
<td>182</td>
<td>56</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>337</td>
<td>337</td>
<td>293</td>
<td>64</td>
</tr>
<tr>
<td>Evening</td>
<td>145</td>
<td>403</td>
<td>403</td>
<td>71</td>
</tr>
<tr>
<td>Late Evening</td>
<td>108</td>
<td>366</td>
<td>366</td>
<td>42</td>
</tr>
</tbody>
</table>

As noted in Tables 5b and 5c, the number of transient parkers actually able to use the garage on weekday mornings is minimal since the number of contract parkers grows almost to garage capacity in the aggressive growth of Scenario B.
Projected Garage Revenue

Transient Parking Revenue
The existing Dallas County Garage currently charges transient parkers $1.50 per 20 minutes, with a maximum of $7 per day. Jurors can receive a parking validation, which lowers their maximum rate to $3. These transient parking fees (before adjustments for jurors) are about the same as surface parking lots in the vicinity. A summary of parking charge rates can be found in Appendix C. The parking rates charged at the current garage have not been changed since 1992, when the daily maximum was increased to $7 from $6. It is unknown when the hourly rate was last adjusted.

An analysis of the historical parking data provided by the existing garage management indicates that the average transient parker paid $3.76 in fiscal year 2000 (including juror adjustments). The clientele of the proposed garage will be considerably more mixed than the existing garage, so an analysis was performed to find the average parking fee for all transient parkers excluding juror validations. The average transient parking fee excluding juror validations was $4.57. This fee was multiplied by the number of transient parkers in the garage in each time period to find the daily parking revenue. The daily revenue was then multiplied by the number of days in a year to find the annual transient parking revenue. Data sheets for these operations can be found in Appendix C.

Weekend and late evening parkers at the existing garage are currently charged $2. Very few parkers use the garage during those hours. However, with the new garage entrances onto Elm Street and new advertising to attract transient parkers headed for area attractions, use of the garage during non-business hours is expected to rise rapidly. With advanced pay-on-foot or other parking management systems, the cost to operate the garage at these higher levels may not increase appreciably.

Contract Parking Revenue
The existing garage charges $50 per month for contract parking for county and state government employees and reduced cost for registered rideshare vehicles. Some non-employee contracts are recorded at $75 per month and are mainly used by lawyers who conduct business at the courthouse. These monthly rates are equal to or lower than monthly contracts for surface parking lots in the study area, and much lower than equivalent structured parking, such as the Bank of America garage.

To find the revenue generated by contract parkers in the proposed garage, the number of contract parkers is simply multiplied by a monthly contract cost, which is projected to be $90. The increase to the monthly parking rate brings it more in line with the surrounding parking areas and reflects the enhanced parking experience that the new garage will offer. The monthly revenue is then multiplied by twelve in order to determine the annual revenue.
**Total Annual Revenue**

Adding the annual transient and contract parking revenue together yields the total annual gross income of the garage. The annual gross income for all possible combinations of garage scheme and development scenarios is shown in Table 6.

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Transient Income ($)</th>
<th>Contract Income ($)</th>
<th>Total Gross Income ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>530,931</td>
<td>440,640</td>
<td>971,571</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>530,931</td>
<td>440,640</td>
<td>971,571</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>867,094</td>
<td>924,480</td>
<td>1,791,574</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>940,525</td>
<td>924,480</td>
<td>1,865,005</td>
</tr>
</tbody>
</table>

In development *Scenario A*, the garage is not completely full due to the lower levels of demand in the study area, so the advantages that the larger design schemes have do not appear. In *Scenario B*, when the garage is filled a majority of the time, the larger garages earn significantly higher incomes since more transient parkers can be accommodated.

**Garage Operating Costs**

The industry standard for parking garage operational cost in the Dallas area is $25 per space per month, or $300 per space per year. Analysis of the gross and net revenues for the existing garage seems to indicate that the actual operating expenses are approximately $119,000 per year (FY 2000), or about $20 per space per month. Due to the higher technology systems, pedestrian and vehicular tunnels, and increased level of illumination, the industry standard of $25 per space per month is used for the proposed garage.

**Garage Financial Balance**

Subtracting the operating cost from the gross revenue yields the net revenue that the garage generates on a yearly basis. Table 7 shows the revenue calculations for all six possible variations.
Table 7. Projected Annual Net Parking Income From Proposed Garage

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Gross Parking Income ($)</th>
<th>Operating Cost ($)</th>
<th>Annual Net Income ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>971,571</td>
<td>138,000</td>
<td>833,571</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>971,571</td>
<td>189,000</td>
<td>782,571</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>1,791,574</td>
<td>138,000</td>
<td>1,653,574</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>1,865,005</td>
<td>189,000</td>
<td>1,676,005</td>
</tr>
</tbody>
</table>

**Debt Coverage Ratio**

Dividing the annual net income by the annual debt service yields the debt coverage ratio (DCR), a measure of how financially sound the potential garage would be as an investment. As mentioned previously, a minimum debt coverage ratio of 1.25 is desired based upon the type of bonds to be used by Dallas County. Table 8 shows the DCRs of each of the possible variations.

Table 8. Projected Debt Coverage Ratios For Proposed Garage
(Rates: $90/month, $1.50/20min. $7/day maximum)

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Annual Net Income ($)</th>
<th>Annual Debt Service ($)</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>833,571</td>
<td>904,053</td>
<td>0.92</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>782,571</td>
<td>1,109,519</td>
<td>0.71</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>1,653,574</td>
<td>904,053</td>
<td>1.83</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>1,676,005</td>
<td>1,109,519</td>
<td>1.51</td>
</tr>
</tbody>
</table>

Under the conditions outlined in the prior analysis, the proposed garage is unfeasible under the Scenario A development, but feasible under Scenario B.

However, several fee structure options are available that will more readily achieve a favorable DCR. Several options are described in the following sections.

**Alternative Rate Schedule**

A way of improving the proposed garage's DCR is to raise the parking fees. While raising the rates reduces the attractiveness of the garage to some customers, the current low parking rates of the garage allow some increases before the fees exceed those charged at neighboring parking facilities. Additionally, with the conversion of surrounding surface parking lots into developments over time, the
parking supply will decrease in the study area, thereby increasing the amount that parkers are willing to pay for structured parking.

Raising the parking rates to $2 per 20 minutes (with an $8 maximum) will result in the DCRs shown in Table 9. Contract parking rate remains at $90/month.

Table 9. Increased Parking Rate Debt Coverage Ratios
(Rates: $90/month, $2/20min. $8/day maximum)

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Annual Net Income ($)</th>
<th>Annual Debt Service ($)</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>963,689</td>
<td>904,053</td>
<td>1.07</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>912,689</td>
<td>1,109,519</td>
<td>0.82</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>1,866,078</td>
<td>904,053</td>
<td>2.06</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>1,906,506</td>
<td>1,109,519</td>
<td>1.72</td>
</tr>
</tbody>
</table>

With the increase in transient parking fees, under the Scenario A conditions the garage remains financially unattractive, while under Scenario B conditions the DCR exceeds the 1.25 goal.

**Subsidy From Existing Garage**

As the existing underground parking garage finishes its debt service, there is an opportunity for the some of the resources used for that debt service to be applied towards the new garage. It is assumed that an annual subsidy of $200,000 could be contributed towards the proposed garage's finances. Tables 10a and 10b show the resulting debt coverage ratios for the scenarios with the original $1.50 per 20 minutes ($7 maximum) transient parking fee and the $2 per 20 minutes ($8 maximum) transient parking fee, respectively.

Table 10a. Projected Debt Coverage Ratios with $200k Annual Subsidy
(Rates: $90/month, $1.50/20min. $7/day maximum)

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Annual Net Income ($)</th>
<th>Annual Income with $200k Annual Subsidy</th>
<th>Annual Debt Service ($)</th>
<th>DCR with $200k Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>833,571</td>
<td>1,033,571</td>
<td>904,053</td>
<td>1.14</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>782,571</td>
<td>982,571</td>
<td>1,109,519</td>
<td>0.89</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>1,653,574</td>
<td>1,853,574</td>
<td>904,503</td>
<td>2.05</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>1,676,005</td>
<td>1,876,005</td>
<td>1,109,519</td>
<td>1.69</td>
</tr>
</tbody>
</table>
Table 10b. Projected Debt Coverage Ratios with $200k Annual Subsidy
(Rates: $90/month, $2/20min. $8/day maximum)

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Annual Net Income ($)</th>
<th>Annual Income with $200k Annual Subsidy</th>
<th>Annual Debt Service ($)</th>
<th>DCR with $200k Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>A – Nominal Growth</td>
<td>I – 460 spaces</td>
<td>963,689</td>
<td>1,163,689</td>
<td>904,053</td>
<td>1.29</td>
</tr>
<tr>
<td></td>
<td>II – 630 spaces</td>
<td>912,689</td>
<td>1,112,689</td>
<td>1,109,519</td>
<td>1.00</td>
</tr>
<tr>
<td>B – Aggressive Growth</td>
<td>I – 460 spaces</td>
<td>1,866,078</td>
<td>2,066,078</td>
<td>904,053</td>
<td>2.29</td>
</tr>
<tr>
<td></td>
<td>II – 630 spaces</td>
<td>1,906,506</td>
<td>2,106,506</td>
<td>1,109,519</td>
<td>1.90</td>
</tr>
</tbody>
</table>

The addition of a $200,000 annual subsidy results in a DCR above 1.25 for Garage Option I under both development scenarios with the existing transient parking fees. However, under the nominal growth scenario Garage Option II, the garage DCR remains below the goal of 1.25, even with the increased parking fees.

Subsidy and Increased Contract Parking Fees from Existing Garage

Another way of financing the garage would be to raise the current contract parking rates for the existing garage to $90/month for county and non-county parkers. This would generate an additional $148,350 per year. If this revenue is added to the annual subsides of $200,000 discussed in the previous scenario, then a gross annual subsidy of $348,350 could be contributed toward financing the proposed garage. Tables 11a and 11b show the resulting debt coverage ratios for the scenarios with the original $1.50 per 20 minutes ($7 maximum) transient parking fee and the $2 per 20 minutes ($8 maximum) transient parking fee respectively.
Table 11a.
Projected Debt Coverage Ratios with $200k Annual Subsidy and Increased Contract Fees for Existing Garage to $90/Month
(Rates: $90/month, $1.50/20min. $7/day maximum)

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Option</th>
<th>Annual Net Income ($)</th>
<th>Annual Income with $348k Annual Subsidy ($)</th>
<th>Annual Debt Service ($)</th>
<th>DCR with $348k Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>833,571</td>
<td>1,181,921</td>
<td>904,053</td>
<td>1.31</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>782,571</td>
<td>1,130,921</td>
<td>1,109,519</td>
<td>1.02</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>1,653,574</td>
<td>2,001,924</td>
<td>904,053</td>
<td>2.21</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>1,676,005</td>
<td>2,024,355</td>
<td>1,109,519</td>
<td>1.82</td>
</tr>
</tbody>
</table>

Table 11b.
Projected Debt Coverage Ratios with $200k Annual Subsidy and Increased Contract Fees for Existing Garage to $90/Month
(Rates: $90/month, $2/20min. $8/day maximum)

<table>
<thead>
<tr>
<th>Development Scenario</th>
<th>Garage Scheme</th>
<th>New Garage Annual Net Income ($)</th>
<th>Annual Income with $348k Annual Subsidy ($)</th>
<th>Annual Debt Service ($)</th>
<th>DCR with $348k Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - Nominal Growth</td>
<td>I - 460 spaces</td>
<td>963,689</td>
<td>1,312,039</td>
<td>904,053</td>
<td>1.45</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>912,689</td>
<td>1,261,039</td>
<td>1,109,519</td>
<td>1.14</td>
</tr>
<tr>
<td>B - Aggressive Growth</td>
<td>I - 460 spaces</td>
<td>1,866,078</td>
<td>2,214,428</td>
<td>904,053</td>
<td>2.45</td>
</tr>
<tr>
<td></td>
<td>II - 630 spaces</td>
<td>1,906,506</td>
<td>2,254,856</td>
<td>1,109,519</td>
<td>2.03</td>
</tr>
</tbody>
</table>

The combination of the $200,000 annual subsidy and $148,350 generated from increased contract parking rates for the existing garage results in much more attractive debt coverage ratios for all scenarios. However, the annual income from the existing garage may also be under other obligations as a part of the County budget.
CONCLUSION

The Historic Plaza Parking Garage is proposed as an underground parking facility serving the Dallas County Government Complex and surrounding developments. Two garage design schemes remain in consideration—a three-level, 460-space design (Option I) and a four-level, 630-space design (Option II).

As part of the analysis to assess the financial feasibility of the garage options, two land use development scenarios were established to estimate parking demand from the study area in addition to the needs of the Dallas County facilities. Scenario A, the nominal growth scenario, assumes that only the projects in the study area that are underway or have definitive development plans are included. Scenario B, the aggressive growth scenario, assumes that in addition to the Scenario A developments, all other areas of potential development are assumed to develop to a degree commensurate with the existing uses in the area.

A parking demand analysis was conducted to find the number of vehicles that would be attracted to the garage under the two development scenarios, and a financial analysis performed on the demand results to determine the annual financing of the proposed garage.

Assuming a two-year capitalization period followed by the use of “double barrel” bonds at 4.30% interest over a 20-year finance term, a debt coverage ratio (DCR) was calculated for several scenarios. A summary of the DCR calculations for various scenarios is presented in Table 12.

Table 12. Financial Analysis Scenarios Results

<table>
<thead>
<tr>
<th>No.</th>
<th>Contract Rate</th>
<th>Transit Rate</th>
<th>DEBT COVERAGE RATIO</th>
<th>Garage Option I (460 spaces)</th>
<th>Garage Option II (630 spaces)</th>
<th>Garage Option I (460 spaces)</th>
<th>Garage Option II (630 spaces)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hourly</td>
<td>Maximum</td>
<td>Nominal Growth Scenario A</td>
<td>Aggressive Growth Scenario B</td>
<td>Nominal Growth Scenario A</td>
<td>Aggressive Growth Scenario B</td>
</tr>
<tr>
<td>1</td>
<td>$90/month</td>
<td>$2.00/20 min.</td>
<td>$8/day</td>
<td>1.07</td>
<td>0.82</td>
<td>2.06</td>
<td>1.72</td>
</tr>
<tr>
<td>2*</td>
<td>$90/month</td>
<td>$1.50/20 min.</td>
<td>$7/day</td>
<td>1.14</td>
<td>0.89</td>
<td>2.05</td>
<td>1.69</td>
</tr>
<tr>
<td>3*</td>
<td>$90/month</td>
<td>$2.00/20 min.</td>
<td>$8/day</td>
<td>1.29</td>
<td>1.00</td>
<td>2.29</td>
<td>1.90</td>
</tr>
<tr>
<td>4**</td>
<td>$90/month</td>
<td>$1.50/20 min.</td>
<td>$7/day</td>
<td>1.31</td>
<td>1.02</td>
<td>2.21</td>
<td>1.82</td>
</tr>
<tr>
<td>5**</td>
<td>$90/month</td>
<td>$2.00/20 min.</td>
<td>$8/day</td>
<td>1.45</td>
<td>1.14</td>
<td>2.45</td>
<td>2.03</td>
</tr>
</tbody>
</table>

* Includes $200,000 annual subsidy
** Subsidy and increased contract parking fees from existing garage
As shown by the tabular summary, the debt coverage ratio is highest when the revenues of the existing Dallas County garage are used to subsidize the proposed new garage. With adjustments to the contract and transient parking fee rates, the debt coverage ratio reaches an acceptable condition, even under nominal growth conditions of the surrounding area (for Garage Option I, primarily). If aggressive development growth occurs in the surrounding area and parking demand for the garage increases, debt coverage is acceptable under all conditions. NOTE: All analyses were conducted using constant dollar values and fee rates; actual revenues may be higher (or lower) given adjustments to the fee rates over time.

Other factors not considered in this analysis include the potential increase future weekend and evening parking activity. Currently, the existing Dallas County parking facility under the JFK Memorial is not aggressively promoted for this use. Also, funding participation by a third-party(ies) was not considered although opportunities may exist for such arrangements prior to construction.

END
March 16, 2004

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Schematic Design of Proposed Parking Garage

Background
Jacobs Facilities was awarded the design contract for the plaza/parking garage project by Court Order 2003-432-dated March 11, 2003. Design on the garage portion of the project is well underway. The Schematic Design Report was completed in February of 2004 and was presented to the Steering Committee on February 17, 2004.

The proposed design calls for a 581-space, 4-level garage on the Founders Plaza block. The ingress and egress will occur on Elm Street in what used to be the Records Street right-of-way in front of the Records Building. The new garage will be tied to the existing garage via a tunnel under Main Street just west of Market Street. David White, the Jacobs Facilities Project Manager, will be present to give a short overview of the proposed design.

Impact on Operations
The construction of this garage will require the excavation of the entire Founders Plaza block including the old Records Street right-of-way. This will disrupt access to the Records Building throughout the construction period. When the garage is completed, work on the redevelopment of the plaza blocks can begin. When completed the County will have nearly 1100 parking spaces in the two garages.
Financial Impact
The estimated cost of the garage portion of the project is $13,636,577. This includes design fees and contingencies, but not City abandonment and licensing fees or extended construction administration costs. Staff is negotiating a fee proposal during the construction period. The contingencies should cover the extra costs. The cost estimate is attached.

Legal
The schematic design meets the requirements set forth in the scope of work. The design is proceeding based on a plan to have a contract for the excavation work and then follow it with a contract for the construction.

M/WBE
Jacobs Facilities is using the M/WBE subcontractors identified in its bid documents as planned.

Recommendation
Staff recommends approval of the schematic design of the proposed parking garage and the approach of awarding two contracts one for excavation and then one for construction. This will help speed up the overall work. The excavation contract would start around June 1, 2004 and be completed around October 1, 2004. The garage construction will then start and it will take about forty-five weeks to complete. The estimated completion is around August 1, 2005.

Recommended by

Dan Savage, Assistant Administrator
for Operations

Attachment
### CONSTRUCTION COST ESTIMATE

<table>
<thead>
<tr>
<th>DIVISION</th>
<th>UNIT COST</th>
<th>QTY</th>
<th>TOTAL</th>
<th>COST/SF</th>
<th>COST/CAR</th>
</tr>
</thead>
<tbody>
<tr>
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**SUBTOTAL**: $9,222,085  $49.61 $16,648

**DESIGN CONTINGENCY** 2.00%  $198,442  $0.99  $333

**INSURANCE / FEES/BONDS** 1.25%  $124,026  $0.62  $208

**CONTINGENCY (CONSTRUCTION)** 3.00%  $297,663  $1.49  $499

**GENERAL CONDITIONS** 7.00%  $694,546  $3.47  $1,165

**FEE** 4.00%  $396,883  $1.98  $666

**TOTAL COSTS** 5.00%  $649,361  $3.25  $1,090

**Construction Square Footage** = 200,000

**Number of Spaces** = 596

**OTHER PROJECT COSTS**

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**TOTAL OTHER COSTS** 5.00%  $649,361  $3.25  $1,090

**OWNER CONTINGENCY** 5.00%  $649,361  $3.25  $1,090
March 16, 2004

MEMORANDUM

TO: Commissioners Court

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

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

SUBJECT: Congestion Mitigation Air Quality (CMAQ) Projects
          (1) TxDOT, Amended Contractual Agreement for ROW Acquisition
          (2) TxDOT, Amended Agreement to Contribute Funds

BACKGROUND:

On July 29, 1993, Minute Order 102542 of the Texas Transportation Commission was authorized by the Texas Department of Transportation (TxDOT) to enter into agreements and implement the Congestion Mitigation and Air Quality (CMAQ) program. On October 25, 1994, Court Order No. 94-1777 the Dallas County Commissioners Court authorized Dallas County to participate in the CMAQ program and enter into an agreement with TxDOT to administer the CMAQ program. The State/County CMAQ agreement designated Dallas County as the acquisition agency for all of the Right-of-Way acquisition, Relocation Assistance, and Utility adjustments.

The CMAQ Projects are divided into two categories: (1) Off State Highway and Arterial Street System, and (2) On State Highway and Arterial Street System. Most of the CMAQ improvements involve signalization and geometric capacity improvements at intersections. To allocate proper funding and ease of management, TxDOT decided to designate each intersection as an individual CMAQ project. On the intersections (Projects) which are Off the State Highway or Arterial Street System, TxDOT required that Dallas County execute a State/County Agreement for each intersection.

On the intersections (projects), which are On State Highway and Arterial Street System, TxDOT acquires all of the necessary Right-of-Way but Dallas County was required to execute a State/County Agreement to contribute the local share of the funds.

TxDOT has informed Dallas County that new legislation, which became effective in September, 2003 has created a need to modify the “Contractual Agreement for ROW Acquisition” and the “Agreements to Contribute Funds”. These two contracts and the required “Form” Court Order were authorized by the Commissioners Court via Court Order No. 98-441.

FINANCIAL IMPACT:

Dallas county Public Works Staff is responsible for determining the values on each parcel of each intersection to establish the total amount of the funding for all of the participating entities. On all of the intersections that are Off the State Highway or Arterial Street System, the Federal funding is 80% and local funding is 20%. In addition, the local entities will be required to fund direct costs incurred by

411 Elm Street, 4th Floor  Dallas, Texas  75202  (214) 653-7151
Commissioners Court
March 16, 2004
Page 2

TxDOT to review documents and to cover other costs of services not performed by Dallas County. This additional funding is estimated by multiplying the 20% local share by a factor of 5%.

On intersections, which are On the State Highway or Arterial Street System the Federal funding is 80%, State funding is 10%, and the local funding share is 10% of Right-of-Way cost.

In November 1991 Dallas County voters authorized a Transportation Improvement Bond Program with specific mobility improvement funding in the amount of $24,035,000.00 to enhance air quality in Dallas County. Most of the CMAQ intersections are in the County 1991 Bond Program. On those intersections not in the Bond Program, the local funding will be funded by the appropriate City under Interlocal agreements that are already in place.

LEGAL IMPACT:

The State and County are authorized to enter into the agreements under the Transportation Code 224.033 and 251.051. The modifications required by the State on the “Agreement to Contribute Funds” and “Contractual Agreements for ROW Acquisition” discussed above have been submitted to the Civil Section of the District Attorney’s Office for review. It is their determination that the new legislative requirements justify the need for these changes.

TxDOT will require that one of these two amended Agreements be executed for each remaining CMAQ intersection. The Agreements will be identical except for the name, location and funding associated for each particular intersection. In order to streamline the management and minimize duplication of effort the attached “Form” Court Orders are proposed.

RECOMMENDATION:

The Director of Public Works recommends that the Commissioners Court: (1) approve the TxDOT amended Contractual Agreement for Right-of-Way Acquisition, for Off State Highway and Arterial Street CMAQ projects, (2) approve the TxDOT amended Agreement to Contribute Funds, for On State Highway and Arterial Street System CMAQ projects, and (3) approve the related “Form” Court Orders authorizing execution of said TxDOT Agreements without further briefing at the time each Intersection (project) is ready for Right-of-Way acquisition.

If the Commissioners Court is in agreement, a Court Order authorizing the matters above will be placed on the next formal agenda.

APPROVED BY:

[Signature]
Donald R. Holzwarth, P.E.
Director of Public Works

Cd: SC
Selas 2004-01/brief rev txdot agree

Attachments
CONTRACTUAL AGREEMENT
for
RIGHT OF WAY ACQUISITION

STATE OF TEXAS $  
COUNTY OF TRAVIS $  

Account No. ___________________
Project No. ___________________
Row CSJ No. ___________________

This Agreement, made by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the "State," and the County of Travis, Texas, hereinafter called the "County," acting by and through its duly authorized officials, under County Commissioners Court Order No. __________ dated the ___ day of ___ 2004, authorizing the execution of this contract, attached and identified as "Exhibit A".

The additional general provisions, attached and identified as "Exhibit B – To contractual Agreement for Right of Way Acquisition," are made part of the agreement.

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) H.R. 2950, 102d Congress, established the policy to develop a National Intermodal Transportation System that is economically efficient and environmentally sound, provides the foundation for the nation to compete in the global economy, and will move people and goods in an energy efficient manner; and

WHEREAS, ISTEA establishes that the Federal share for funding Congestion Mitigation and Air Quality Improvement Projects (CMAQ) will not exceed eighty percent (80%) of the project cost; and

WHEREAS, the County has offered to participate on the following roadway over the captioned limits hereinafter called the "Project,"

Roadway Limits

WHEREAS, an Agreement between the County and the State has been executed effective November 10, 1994, and states the general terms and conditions for certain transportation projects under the CMAQ program, including this Project; and

WHEREAS, the County will participate on the Project by acquiring the necessary right of way, accomplishing utility work and other necessary items required by the State; and

NOW THEREFORE, in consideration of the foregoing premises and of the mutual benefits to be derived therefrom, it is agreed as follows:

1. Contract Period:
   This contractual agreement becomes effective upon final execution by the State and will terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

2. Right of Way Description:
   The County will prepare right of way maps, property descriptions and other data as needed to properly describe and identify the right of way required for the construction of the Project. The right of way map and property descriptions will be submitted to the State for approval prior to the County acquiring the necessary right of way. Tracings of the maps will be submitted by the County to the State for its permanent records.

3. Determination of Right of Way Values:
   The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and will submit to the State's District Office a tabulation of the recommended values, signed by the appropriate County representative. These tabulations will list the parcel number, ownership, acreage and recommended compensation. Compensation will be shown in the component parts of land and improvements acquired and any damages. Included in the itemization of the improvements will be the amounts by which the total compensation will be
reduced if the owner retains improvements. An explanation will accompany this tabulation to support the recommended values, with a copy of information or reports used in arriving at all determined values.

The State will review the documentation submitted and may base reimbursement on the values that this review has established.

4. Acquisition of Right of Way:
   A. The County will provide all right of way free and clear of all improvements and/or encroachments with title in the name of County being acceptable to the State. The County will comply with all the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the right of way. Documentation to support such compliance must be maintained and must be made available to the State for review and inspection. The County may secure, at their own cost, additional right of way as shown on the approved right of way map. The County will use standard conveyance forms in acquiring highway right of way.
   B. Donated right of way, if provided by others, pursuant and subsequent to the effective date of the Federal Letter of Authority, will be credited toward the County's contribution to the Project based on the property's fair market value. The State will review the County's appraisal and/or any documentation provided by the County to determine this fair market value. The State will apply any credits on a dollar for dollar basis.

5. Utility Adjustments, Removal and/or Relocation:
   If the required right of way encroaches upon existing utilities and the proposed highway construction requires the adjustment, removal and/or relocation of such utility facilities, the County will establish the necessity for utility work in accordance with 43 TAC, Sections 21.31-21.53. The County will be responsible for coordinating the adjustment, removal and/or relocation of the utilities with the affected utility agencies. Also, the County will cause such work to be in accordance with applicable State law, regulations, policies and procedures.

6. Condemnation, Court Costs, Costs of Special Commissioners Hearing:
   Condemnation proceedings will be initiated at a time selected by the County. The County will concurrently file condemnation proceedings and a notice of lis pendens for each case.

7. Reimbursement:
   The State will reimburse the County with federal funds for eligible costs incurred subsequent to the effective date of the Federal Letter of Approval and/or Authorization as set forth below:
   1. Reimbursement for negotiated right of way will be based on the State's predetermined established value for each parcel, or the net cost thereof, whichever is the lesser amount. In addition, the State will reimburse the County for necessary expenses, except recording fees, incurred to establish property values and to assure good title to the property acquired. Reimbursement will not exceed eighty percent (80%) of actual eligible documented costs.
   2. If the utility adjustments, removal and/or relocation are eligible for cost participation by virtue of a reimbursable right as described in 23 CFR 645.107(A)(C) then the State will reimburse the County in an amount not to exceed eighty percent (80%) of actual costs.
   3. If condemnation is necessary reimbursement by the State will be based on the final judgment, conditioned upon the State having been notified in writing before the filing of such suit and upon prompt notice being given as to all action taken therein. Court costs and costs of Special Commissioners Hearings assessed against the County in condemnation proceedings and costs incident thereto, except recording fees, will be eligible in an amount equal to eight percent (80%) of actual eligible costs, provided such costs are eligible for reimbursement under existing law.

8. Funding Responsibilities:
   A. The State will be responsible for securing the federal funding required for the development of the Project. The State will account for the County's applicable credit for any donated right of way.
   B. The County will be responsible for one hundred percent (100%) of all non-reimbursable costs, except indirect costs, associated with the Project.
   C. Upon execution of this agreement, the County will submit a check or warrant made payable to the Texas Department of Transportation in the amount of $ ______________. This amount is based on twenty percent (20%) of the estimated State review (direct) costs. These funds will be utilized by the State to review documentation and to cover costs not performed by the County.
9. **Termination:**
   A. This agreement may be terminated by mutual written agreement and consent of both parties.
   B. The termination of this agreement will extinguish all rights, duties, obligations and liabilities of the State and County under this agreement. If the potential termination of this agreement is due to the failure of the County to fulfill its contractual obligations as set forth herein, the State will notify the County that possible breach of contract has occurred. The County should make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties.

10. **Amendments:**
    Any changes in character, agreement provisions or obligations of the parties hereto will be enacted by written amendment executed by both the County and the State.

11. **Severability Clause:**
    In case one or more of the provisions contained in this agreement becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **Incorporation of Agreement Provisions:**
    This Contractual Agreement for Right of Way Acquisition incorporates all of the provisions of the Agreement between the parties dated, November 10, 1994 unless such Agreement provision conflicts with any provisions set forth in this Contractual Agreement.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed.

**County of Dallas, Texas**

By: __________________________
    County Judge

**ATTEST:**

By: __________________________
    Clerk of Commissioners Court

**EXECUTION RECOMMENDED:**

**District Engineer**

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

By: __________________________
    Contractor Service Officer

Date: __________________________
“Exhibit B”
Contractual Agreement
For
Right of Way Acquisition

Account No. ___________
Project No. ___________
ROW CSJ No. ___________

The State and the County agree to the following:

The State auditor may conduct an audit of investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Procurement and Property Management Standards. Article 34 and Article 35 of the Agreement between the parties dated November 10, 1994 and cited in Article 12 of this agreement are rescinded and replaced by the following provision: The parties to this agreement shall adhere to the procurement standards established in Title 49 CFR Sec. 18.36 and the property management standard established in Title 49 CFR Sec. 18.32.

The parties agree that the estimated budget for this Agreement is contained in Attachment A – Court Order to this agreement.

Funding for this project may be provided under the Transportation Equity Act for the 21st Century (TEA-21).
Agreement to Contribute Funds

THE STATE OF TEXAS

$  

COUNTY OF DALLAS

$  

County ____________________  

Project No. ____________________  

CSJ No. ____________________  

ROW Account No. ____________________

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Dallas County, Texas acting by and through its duly authorized officials under Commissioners Court Order No. __________ dated the ______ day of ________, ________, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has previously requested the County to enter into a contractual agreement and acquire right of way for a highway project on Highway No. __________ with the following project limits:

_________________________________ ; and

The additional general provisions, attached and identified as “Exhibit B - To Agreement to Contribute Funds,” are made part of the agreement.

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of ($_____), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the County’s obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the County by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

EXECUTION RECOMMENDED:

______________________________  

District Engineer

THE STATE OF TEXAS

Executed for the Executive Director under the authority of Minute Order No. 82513, for the purpose and effect of activating and carrying out the orders, established policies heretofore approved by the Texas Transportation Commission.

By: ________________________________  

Director of Right of Way

Date: ________________________________

County of Dallas, Texas

By: ________________________________  

County Judge

ATTEST:

______________________________  

Clerk of Commissioners Court

Forms/AgreeContrFund Rev 1 2004
"Exhibit B"
Agreement
to
Contribute Funds

Account No. ____________
Project No. ____________
ROW CSJ No. ____________

The State and the County agree to the following:

The State auditor may conduct an audit of investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Procurement and Property Management Standards. Article 34 and Article 35 of the Agreement between the parties dated November 10, 1994 and cited in Article 12 of this agreement are rescinded and replaced by the following provision: The parties to this agreement shall adhere to the procurement standards established in Title 49 CFR Sec. 18.36 and the property management standard established in Title 49 CFR Sec. 18.32.

The parties agree that the estimated budget for this Agreement is contained in Attachment A – Court Order to this agreement.

Funding for this project may be provided under the Transportation Equity Act for the 21st Century (TEA-21).
COURT ORDER

ORDER NO. _______________ "FORM"

DATE: _______________ Court Order Not For Execution

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the _____ day of __________________________, 2004, on motion made by ________________________________, and seconded by ________________________________, the following order was adopted:

WHEREAS, Commissioners Court Order No. 98-441 dated March 3, 1998, Ordered Adjudged and Decreed, that Dallas County will execute a “Contractual Agreement” with Texas Department of Transportation (TxDOT) for Right-of-Way Procurement on the Congestion Mitigation and Air Quality Improvement Program (CMAQ); and

WHEREAS, the Director of Public Works has reviewed the right-of-way cost estimate and concurs with the Direct cost; and

WHEREAS, the Director of Public Works recommends that the “Contractual Agreements” and the payments to TxDOT for Direct cost listed on said summary be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Dallas County, Texas that: (1) the County Judge is hereby authorized and directed to execute the “Contractual Agreements for Right-of-Way Procurement” and (2) that payments are hereby authorized in the amounts shown to be paid to Texas Department of Transportation from funds indicated.

DONE IN OPEN COURT this the _____ day of __________________________, 2004.

Margaret Keliher, County Judge
Jim Jackson, District 1
Mike Cantrell, District 2

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

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

Funds are Available to Current Budget

Assistant Auditor
### SUMMARY

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<th>ROW FILE NO.</th>
<th>FUND NO.</th>
<th>AMOUNT</th>
<th>PROJECT</th>
<th>ROW COST ESTIMATES</th>
<th>DIRECT COST</th>
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*Forms/CO Contractual Agree*
COURT ORDER

ORDER NO. ___________________ “FORM”

DATE: ______________________ Court Order Not For Execution

STATE OF TEXAS $ COUNTY OF DALLAS $

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the _____ day of __________________________, 2004, on motion made by ____________________________, and seconded by ____________________________, the following order was adopted:

WHEREAS, Commissioners Court Order No. 98-441 dated March 3, 1998, Ordered, Adjudged and Decreed, that Dallas County will execute an "Agreement to Contribute Funds" with Texas Department of Transportation (TxDOT) for Right of Way Procurement on the Congestion Mitigation and Air Quality Improvement Program (CMAQ); and

WHEREAS, the Director of Public Works has reviewed the right-of-way cost estimate and concurs with the Direct Cost; and

WHEREAS, the Director of Public Works recommends that the "Agreement to Contribute Funds" and the payments to TxDOT for the local funding listed on said summary be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Dallas County, Texas that: (1) the County Judge is hereby authorized and directed to execute the "Agreement to Contribute Funds" and (2) that payments are hereby authorized in the amounts shown, to be paid to Texas Department of Transportation from funds indicated.

DONE IN OPEN COURT this the _____ day of __________________________, 2004.

Margaret Keliher, County Judge Jim Jackson, District 1 Mike Cantrell, District 2

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

Recommended by:

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

Funds are available to the Current Budget.

Assistant Auditor
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<th>ROW COST ESTIMATES</th>
<th>DIRECT COST</th>
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*Forms/CO Agree Con Fund Rev. 3.2004*
To: Commissioners Court
From: Maria L. Hernandez, Policy Analyst
Date: March 16, 2004
Subject: Policy Revision - Home Storage of County Vehicles

BACKGROUND
In light of recent events that resulted in a loss of employee and county property, a review of the policy on the Home Storage of County Vehicles was undertaken. The proposed changes call for the county to have no liability for any damages or loss caused by a county vehicle when stored at an employee's residence. Included in this briefing are proposed revisions that establish procedures to be followed if an employee receives a citation while driving a county vehicle. The revised policy addresses the issue of liability when there is an unauthorized use and storage of a county vehicle as well as the consequences that would arise if an individual failed to abide by guidelines set forth in the policy. The policy with suggested revisions is shown as Attachment A.

OPERATIONAL IMPACT
The only operational impact foreseen is the training of employees on the new policies and procedures suggested herein.

FISCAL IMPACT
None.

LEGAL IMPACT
The District Attorney's Office approves of the suggested revisions.

RECOMMENDATION
Staff recommends that the revised Home Storage of County Vehicles policy be approved as shown in Attachment A, and incorporated into the appropriate section of the Dallas County Code.

Approved by:

J. Allen Clemson, Administrator

Attachment

411 Elm Street  Dallas, Texas 75202  Phone 214.653.7327

Fax 214.653.7057
DIVISION 3. HOME STORAGE

Sec. 90-91. Eligibility.

The commissioners court may approve home storage or remote storage of vehicles, usually for employees that are on call 24 hours a day.
(Ord. No. 2000-1342, § 7.00, 7-11-2000)

Sec. 90-92. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Home storage privileges means allowing the employee to use a county-owned vehicle to commute from home to work duty. At no time shall a county-owned vehicle be used for any personal use.

Remote storage means off-duty parking of vehicles at locations other than the base work site, usually at another county facility or governmental agency location.
(Ord. No. 2000-1342, §§ 7.01, 7.02, 7-11-2000)

Cross references: Definitions generally, § 1-2.

Sec. 90-93. Regulations.

(a) All home storage vehicle assignments must be approved by order on an individual basis by the commissioners court.

(b) No department head may make an offer of a home storage vehicle to a prospective or current employee without the prior approval of the commissioners court.

(c) All home or remote storage vehicles, with the exception of those specifically listed, shall be reassigned automatically to the general pool of each department when the incumbent who currently is assigned the vehicle terminates from his present job or position. If use of a vehicle is terminated or denied for policy violations in accordance with Sec. 90-94, the vehicle will be returned to the ASC and impounded until the violation is resolved. No vehicle shall be reassigned as a home storage or remote storage vehicle without the expressed consent of the commissioners court.

(d) The department head must justify to the commissioners court the continual assignment of the associated vehicle to their department when an incumbent terminates employment from their current job or position.

(e) With the exception of staff officers ranked captain or above, no sheriff’s department personnel may be assigned a home or remote storage vehicle without the prior approval of the commissioners court.

(f)
Sec. 90-94. Personal Liability for use of home storage.

(a) Any employee who stores a county vehicle at his place of residence, or any other location other than a County authorized storage site assumes any and all liability for any damage or loss caused directly or indirectly by such county vehicle. This specifically relates to real and personal property damage or loss of the employee.

(b) In the case that a county vehicle is stored at an employee's home in violation of Sec. 90-93, Regulations, such employee shall be personally responsible for any damage that is caused by, or to, such vehicle.

(c) If while assigned or driving a county vehicle, the employee is issued a citation, (moving violation and/or parking ticket), it is the sole responsibility of the employee to properly dispose of such citation(s). If the responsible employee fails to dispose of such citation, and this failure to act results in the booting or towing of the vehicle, it is the sole responsibility of the employee to pay any and all fines and fees owed as well as obtain the return of the vehicle.

(d) Any employee that fails to adhere to item (c) above will be prohibited from any further use of any county vehicle for any reason until such time as the employee obligations have been satisfied. If the prohibition from use of any county vehicle causes an employee not to be able to perform their job functions, that employee will have to abandon their position and will be removed from county employment.

(e) All county employees who operate county-owned vehicles are encouraged to obtain an endorsement on their personal auto insurance policy to provide for liability coverage while operating county vehicles.

*Cross reference: Sec. 90-134. Employee liability.

Sec. 90-95. Authorized Vehicles.

The following divisions, positions and specified number of vehicles are authorized continual home or remote storage privilege when incumbents in these position change:

<table>
<thead>
<tr>
<th>TABLE INSET:</th>
<th>Position Title</th>
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<tbody>
<tr>
<td>Department</td>
<td>Position Title</td>
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<td>Constables</td>
<td>All deputies</td>
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<td>No. 2010</td>
<td>Public works</td>
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<tr>
<td>No. 1022</td>
<td>Facilities</td>
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<td>No. 1026</td>
<td>Security</td>
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<td>No. 3340</td>
<td>Fire marshal</td>
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<td>No. 3311</td>
<td>Crime lab</td>
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<td>No. 3312</td>
<td>Medical examiner</td>
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<td>No. 3130</td>
<td>Warrant execution</td>
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<tr>
<td>No. 3131</td>
<td>Fugitive</td>
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<tr>
<td>No. 3132</td>
<td>Civil section</td>
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<td>No. 3134</td>
<td>Criminal investigation</td>
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<td></td>
<td>All authorized site inspectors</td>
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<td>Maintenance manager</td>
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<td>Maintenance supervisors</td>
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<td>Contracts Coordinators</td>
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<td></td>
<td>Chief of security</td>
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<td>Fire marshal</td>
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<td></td>
<td>Assistant fire marshals</td>
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<td>Chief of physical evidence</td>
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<td>Intoxilizer supervisor</td>
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<td></td>
<td>Field agent (vehicle on rotation basis)</td>
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<tr>
<td></td>
<td>All deputies with daily warrant execution responsibility</td>
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<tr>
<td></td>
<td>(remote storage only) 17 vehicles</td>
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<tr>
<td></td>
<td>All deputies (home storage) 10 vehicles</td>
</tr>
<tr>
<td></td>
<td>All deputies (remote storage only) 6 vehicles</td>
</tr>
<tr>
<td></td>
<td>All investigators (remote storage only) 8 vehicles</td>
</tr>
</tbody>
</table>
March 9, 2004

To: Commissioners Court

Through: Ryan Brown, Budget Officer

From: Shawn Balusek, Budget and Policy Analyst

Subject: Transportation of Mental Illness Patients MOU

BACKGROUND:
During FY2003, Dallas County began holding medication and recommitment hearings for patients at the Terrell State Hospital in the Dallas County Mental Illness Court rather than having the hearings at Kaufman County. This change was done in order to realize $40,000 in savings. For this, Dallas County determined the most efficient and effective way of transporting the patients from Terrell State Hospital to the Mental Illness Court was by contracting with Value Options to provide the transportation services.

The purpose of this briefing is to present Commissioners Court with an amendment to the Value Options MOU that outlines the transportation agreement.

IMPACT/OPERATIONS:
Since June 2003, Judge Loving’s court has absorbed recommitment and medication cases that were held in Kaufman County. The additional cases are held on Tuesdays and Thursdays following the regularly scheduled Mental Illness Court docket.

For patients housed at the Terrell State Hospital that are having their initial commitment hearing on Tuesday and/or Thursday at the Mental Illness Court, North Texas Transportation Service is utilized for transportation and paid for by Value Options. The attached amendment is to have the same transportation service vendor transport recommitment and medication hearing cases to and from Terrell State Hospital/Mental Illness Court. Having medication cases heard on the same day as the patient’s initial commitment hearing reduces the need for additional transportation as the patient would only need to be transported round-trip one time. Furthermore, a small portion of the patients enter a no contest plea and are not required to be transported to and from Terrell State Hospital/Mental Illness Court.
FINANCIAL IMPACT:
North Texas Transportation Services, the transportation vendor utilized by Value Options is providing the patient transportation service for $100 per patient each way, or $200 round trip. Based on the fact that some patients will have their commitment and medication hearings on the same court date; additional transportation services will be limited and costs will be kept to a minimum.

To calculate the financial impact of the additional transportation, it is projected that of the 480 additional annual cases to be heard by Judge Loving, 50% or 240 will have their medication hearing on the same day as their initial commitment hearing, thus they will not require additional transportation. In addition, it is projected that an estimated 80 patients will enter a no contest plea which will not require them to be transported to the Mental Illness Court. Therefore, it is anticipated that the County would be required to transport 160 patients to and from Terrell State Hospital/Mental Illness Court each year at a $200 round trip cost for a total annual cost of $32,000. In comparison, in FY2003 Kaufmann County hearing costs were $155,000. If the initiative would have been implemented for the entire fiscal year, the County would have realized a $123,000 annual savings. For FY2004, the estimated savings is anticipated to be

RECOMMENDATION:
The Office of Budget and Evaluation recommends that Dallas County execute the amendment to the MOU with Value Options to have North Texas Transportation Services provide transportation services for patients at Terrell State Hospital to and from medication and recommitment hearings at the Mental Illness Court in Dallas.
THE STATE OF TEXAS

THE COUNTY OF DALLAS

AMENDMENT #1 TO 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 FOR THE TRANSPORTATION OF MENTAL ILLNESS PATIENTS

This Amendment #1 to the 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 (hereinafter, the “2004 DANSÁ Contract”), effective October 1, 2003, by and between ValueOptions of Texas, Inc. (hereinafter, “ValueOptions”), the Dallas Area NorthSTAR Authority (hereinafter, “DANSá”), the Texas Department of Mental Health and Mental Retardation (hereinafter, “TDMHMR”), and Dallas County (hereinafter, “County”) is made part of the 2004 DANSá Contract as if fully included in the text thereof. All provisions of the 2004 DANSá Contract and any written amendment thereto, not inconsistent herewith, shall remain in full force and effect. In the event of a conflict between the terms of the 2004 DANSá Contract, as amended, and the terms of this Amendment #1, the terms of this Amendment #1 shall have effect.

1. PURPOSE

The purpose of this Amendment #1 is to describe County’s specific expectations relative to the delivery of transportation services for mental illness patients traveling to and from Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County and the Mental Illness Court, located at Green Oaks Hospital, 7920 Cloudus Fields Drive, Dallas, Texas 75251 in Dallas County, and to describe County’s payment for such services.

2. PARTIES

The parties to this Amendment #1 are County and ValueOptions, one of the various participants chosen to deliver and/or manage behavioral health services pursuant to the 2004 DANSá Contract. ValueOptions and/or County may be referred to in this Amendment #1 individually as “Party” and collectively as “Parties.” ValueOptions may also be referred to in this Amendment #1 as “Contractor.”

3. DEFINITIONS

(a) “Department” means the Texas Department of Mental Health and Mental Retardation (“TDMHMR”).

(b) “Driver” means an individual providing transportation services for Contractor under this Amendment #1.

(c) “Mental illness” means an illness, disease, or condition that: (i) substantially impairs a person’s thought, perception of reality, emotional process, or judgment or; (ii) grossly impairs behavior as demonstrated by recent disturbed behavior.

(d) “Mental health services” includes all services concerned with research, prevention, and detection of mental disorders and disabilities, and all services necessary to treat, care for,
control, supervise, and rehabilitate persons who have a mental disorder or disability, including persons whose mental disorders or disabilities result from alcoholism or drug addiction.

(e) "Mental health facility" means: (i) an inpatient or outpatient mental health facility operated by the Department, a federal agency, a political subdivision, or any person; a community center or a facility operated by a community center; or that identifiable part of a hospital in which diagnosis, treatment, and care for persons with mental illness is provided.

(f) "Inpatient mental health facility" means a mental health facility that can provide 24-hour residential and psychiatric services and that is: (i) a facility operated by the Department; (ii) a private mental hospital licensed by the Texas Department of Health; (iii) a community center; (iv) a facility operated by a community center or other entity the Department designates to provide mental health services; (v) an identifiable part of a hospital in which diagnosis, treatment, and care for persons with mental illness is provided and that is licensed by the Texas Department of Health; or (vi) a hospital operated by a federal agency.

(g) "Mental hospital" means a hospital: (i) operated primarily to provide inpatient care and treatment for persons with mental illness; or (ii) operated by a federal agency that is equipped to provide inpatient care and treatment for persons with mental illness.

(h) "State mental hospital" means a mental hospital operated by the Department or an inpatient mental health facility that is included in Section 532.001(b) of the Texas Health & Safety Code.

(i) A "patient" means an individual who is receiving voluntary or involuntary mental health services.

(j) A "mental illness patient" means an individual who is receiving voluntary or involuntary mental health services, a committed patient or a patient detained under Section 573.022 or 574.023 of the Texas Health & Safety Code.

(k) "Mental Illness Court" means the statutory or constitutional county court that has the jurisdiction of a probate court in mental illness matters, including, but not limited to, proceedings for court-ordered mental health services, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County.

(l) "Terrell State Hospital" means a state mental hospital located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County.

(m) "Transportation services" means the transportation of mental illness patients to and from Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County and the Mental Illness Court, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County.

(n) "Return transportation services" or "return trip" means the transportation of mental illness patients from the Mental Illness Court, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County to Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County, upon request by County.

4. SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor agrees that the following transportation services are to be included within the overall scope of treatment options available for residents of Dallas County. Contractor agrees to provide the following services:

(a) Provide transportation services for mental illness patients traveling from Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County to the Mental Illness Court, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County.
(b) Upon approval by County, provide return transportation services for mental illness patients from the Mental Illness Court, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County to Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County.

(c) Upon request by County, provide transportation services for mental illness patients during normal business hours, as well as non-business hours, subject to the existence of emergency circumstances.

(d) Upon request by County, provide transportation services for mental illness patients up to 300 miles from patient's location, subject to the existence of emergency circumstances.

(e) Transport mental illness patients in accordance with Section 574.045 of the Texas Health & Safety Code.

(f) Verify that appropriate medical personnel is necessary to accompany drivers transporting mental illness patients if there is reasonable cause to believe that the patient will require medical assistance or the administration of medication during the transportation.

(g) Provide a female attendant during the transportation of a female mental illness patient, unless the patient is accompanied by her father, husband or adult brother or son.

(h) When providing return transportation services, obtain a written statement from the facility administrator of Terrell State Hospital acknowledging delivery and acceptance of each mental illness patient and any personal property belonging to the patient.

(i) Provide for the transportation of mental illness patients within a reasonable amount of time and without undue delay.

(j) In an effort to ensure proper transportation of each mental illness patient and the prevention of unnecessary trips and expense, obtain all necessary legal documents (e.g., if a patient is under an order of protective custody (OPC), obtain the signed OPC, application for OPC order, and physician's certificate from the sending facility) if required to transport a patient from one facility to another facility.

(k) Communicate closely with personnel and/or staff at each facility to arrange a pick-up time for each patient and to ensure transport is made as comfortable as possible for the patient.

(l) Ensure that all cancellations for transportation services are approved by the Dallas County Mental Illness Administrative Assistant or Court Coordinator. In the event of uncertainty regarding a reservation for transportation services requested by County, promptly notify the Dallas County Mental Illness Administrative Assistant or Court Coordinator to confirm.

(m) Follow and/or administer any special diets or other medical precautions recommended by the patient's physician.

(n) Provide mental illness patients with reasonable opportunities to get food and water and to use the bathroom.

(o) Escort each mental illness patient to and from each facility safely.

(p) Do not use or apply physical restraints to mental illness patients unless necessary to protect the health and safety of the patient or a person traveling with the patient. If a physician or driver determines that physical restraint is necessary, that person shall document the reasons for that determination and the duration for which the restraints are needed. The driver shall deliver such document to each facility at the time the patient is delivered to be included in the patient's clinical record.
(q) Comply with Title VII of the Texas Transportation Code as such laws relate to the services provided hereunder.

(r) Provide at least one (1) fifteen passenger vehicle, or its equivalent, for transporting mental illness patients.

(s) Provide one (1) primary driver and at least one (1) substitute driver, both of whom: (i) hold current Texas Operator's licenses; (ii) have no convictions for driving while intoxicated; (iii) have received citations for no more than two (2) moving violations within the past three (3) years; and (iv) have no immediate family member working for Contractor. Immediate family members in this instance are Husband, Wife, Child, Step-Child, Brother, Sister, Nephew, Niece, Step-Brother, Step-Sister, Parent, Step-Parent, Cousin, Grandparent, Grandchild, Uncle, Aunt, Parent-in-Law, Child-in-Law, Brother-in-Law, or Sister-in-Law.

(t) Provide one (1) primary driver and at least one (1) substitute driver when transporting a patient under an order of protective custody (OPC), a suicidal patient, an extremely agitated patient, a patient suffering from alcoholism or severe intoxication, or a patient suffering from withdrawal of chemical dependency.

(u) Provide County with a copy of a valid Texas Driver's License for each driver (or a valid Texas Commercial Driver's License for each driver if required to provide transportation services to the public).

(v) Provide County with proof and/or verification of registration with the City of Dallas to provide transportation services to the public.

(w) Ensure that drivers:

1. To the satisfaction of County, pass an annual basic physical examination, which includes at least a blood pressure, hearing, vision, and drug test before transporting mental illness patients. Verification of the examination must be in the form of a written statement signed by a health care professional and kept on file by the Contractor. A copy of the physical must be forwarded to County within thirty (30) working days of such examination.

2. Who have not been residents of Texas three (3) years prior to employment, obtain a driving record check from the state(s) of previous residence and submit it to Contractor before transporting mental illness patients.

3. To the satisfaction of County, complete a background check, including a criminal background check, before transporting mental illness patients.

4. Pass a road test in the vehicle he/she will be driving before transporting mental illness patients. Results of the road test are to be kept on file by Contractor and a copy forwarded to the County within thirty (30) working days of such road test. See Driver Evaluation, attached hereto as Exhibit A and incorporated herein by reference.

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

i. An orientation before transporting mental illness patients and semi-annual briefings thereafter covering topics such as the transportation program, report forms, vehicle operation, vehicle maintenance, and the geographic area in which the drivers will operate the vehicle. See Driver Orientation, attached hereto as Exhibit B and incorporated herein by reference.

ii. Training before transporting mental illness patients on the use of any special equipment installed on vehicles, such as wheelchair lifts, oxygen equipment, etc.

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

iv. Completion within one (1) year of beginning employment of an approved course in passenger assistance techniques and annual completion of a class covering passenger assistance.

v. Completion within six (6) months of beginning employment and every two (2) years thereafter of approved courses in CPR and first aid and annual completion of a class covering CPR and first aid.

(x) Maintain permanent records, including training certificates, for all drivers to verify that training has been completed and forward copies of such to County, as they become available, in accordance with the requirements herein.

(y) Conduct semi-annual driver evaluations, which shall include observation of driver on-the-job performance. Written documentation of driver evaluations will be maintained by Contractor and submitted to County upon completion within thirty (30) working days of such evaluation. See Driver Evaluation, attached hereto as Exhibit A and incorporated herein by reference.

(z) Maintain and service all vehicles used to transport mental illness patients on a periodic and timely basis as follows:

1. Perform informal weekly checks for operational readiness utilizing the Weekly Operational Checklist, attached hereto as Exhibit C and incorporated herein by reference.

2. Maintain complete maintenance records for each vehicle utilizing the Vehicle Maintenance Log, attached hereto as Exhibit D and incorporated herein by reference.

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

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

5. Ensure that all vehicles are adequately heated in cold weather and adequately ventilated in warm weather.

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

   i. First aid kit;

   ii. Annually certified and approved fire extinguisher;

   iii. Triangular reflective warning devices or flares;

   iv. Operating flashlight;

   v. Working seat belts for front seat passengers;

   vi. Accessory boarding devices, including step and grab bar;

   vii. Dual side mirrors with convex mirror attachment;

   viii. Back up lens;

   ix. Working spare tire and jack; and
5. COUNTY RESPONSIBILITIES

(a) Provide payment to Contractor within thirty (30) days of receipt of all properly prepared and submitted invoices and required documentation.

(b) Provide necessary forms and instructions to Contractor for record keeping and reports.

(c) Conduct quarterly monitoring visits that will consist of the following:

1. Review Contractor's files for:
   
i. A copy of the Texas Driver's License (or Texas Commercial Driver's License if required to perform the services hereunder) for each driver;
   
ii. Documentation of physical examination results;
   
iii. Documentation of all repairs and preventive maintenance to vehicles;
   
iv. Documentation of driver evaluation(s);
   
v. Documentation of training received, copies of training certificates, etc.; and
   
vi. Compliance with Texas Health & Safety Code and Texas Transportation Code as such laws relate to the services provided hereunder.

3. Inspection of vehicle condition for:
   
i. Required safety equipment; and
   
ii. Need for repairs.

4. On-the-job observation of driver performance for:
   
i. Maintenance of required reports, including van mileage, weekly trip logs, and weekly operational checklist; and
   
ii. Attitude of the driver toward passengers and ability to exercise proper judgement to ensure passenger safety.

6. TERMS AND CONDITIONS OF PAYMENT FOR SERVICE

County agrees to compensate Contractor for approved project budget expenses incurred, subject to the following limitations:

(a) County agrees to compensate Contractor in the amount of One Hundred and 00/100 Dollars ($100.00) per one-way trip from Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County to the Mental Illness Court, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County. In the event County fails to cancel a reservation for transportation services and a driver arrives at Terrell State Hospital to provide the requested transportation services, Contractor shall be compensated in the amount of One Hundred and 00/100 Dollars ($100.00) as if the transportation service had been provided.

(b) When providing return transportation services upon request and/or approval by County, County agrees to compensate Contractor in the amount of One Hundred and 00/100 Dollars ($100.00) per return trip from the Mental Illness Court, located at Green Oaks Hospital, 7920 Clodus Fields Drive, Dallas, Texas 75251 in Dallas County to Terrell State Hospital, located at 1200 E. Brin, Terrell, Texas 75160 in Kaufman County.
(c) County will only be obligated to pay those funds as specified and expended in accordance with this Section (as set forth in parts (a) and (b) above).

(d) Contractor shall submit Request for Payment forms, in addition to any and all invoices to substantiate the charges, to the Mental Illness Court Administrative Assistant or Court Coordinator by the third day of the month following the month for which service has been provided. See Request for Payment, attached hereto as Exhibit E and incorporated herein by reference. After verification of the charges and invoices submitted, the Mental Illness Court Administrative Assistant or Court Coordinator will forward such Request for Payment forms and additional required documentation to County for payment. Any and all Request for Payment forms shall include required documentation for which payment is requested to substantiate the charges.

(e) Contractor shall submit Weekly Trips Logs each Monday. See Weekly Trips Log, attached hereto as Exhibit F and incorporated herein by reference.

(f) Contractor shall complete and submit, on a timely basis, as deemed necessary by County, any additional forms or reports relating to the provision of services under this Amendment #1.

(g) County will make payment to Contractor upon receipt of verified and proper billing in accordance with Texas Government Code, Chapter 2251.

(h) Contractor agrees to submit complete, fully documented and accurate itemized billings, which will include dates of service and charges per one-way trip or return trip.

(i) County will make payment to Contractor within thirty (30) days of receipt of a Request for Payment form. Contractor shall submit to County, on or before the 3rd day of each month, Request for Payment forms, in addition to any and all invoices to substantiate the charges. See Request for Payment, attached hereto as Exhibit E and incorporated herein by reference.

(j) Contractor agrees to submit no more than one billing per month.

(k) All payments made to Contractor under this Amendment #1 shall be solely for transportation services of mental illness patients.

(l) If payments to Contractor at a later date are determined by County to be unallowable or unverifiable, County may, at its discretion, either deduct those payments from future payments or require Contractor to reimburse County for those payments.

7. REPORTING AND ACCOUNTABILITY

(a) Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames.

(b) Contractor agrees that all information, data and supporting documentation that relates to the services provided hereunder shall remain the property of County.

(c) Contractor agrees to maintain accounting records as may be necessary to substantiate payment for services under this Amendment #1 and make such records available for inspection and audit as directed by County.

(d) Contractor's records, books and other documents reasonably related to this Amendment #1 shall be kept and maintained in standard accounting form. Such records, books and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books and documents, in whatever form, at their discretion, upon reasonable notice to Contractor. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Amendment #1, records of service, records of requests for payments, copies
of invoices, or other items necessary or convenient to transmit and communicate the information
needed or convenient for full and unrestricted audit of the Contractor's records, books and
documents.

(e) The Dallas County Auditor, its assigns, or any other governmental entity approved by County
shall have the unrestricted right to audit all data or documents related to this Amendment #1.
Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable
time. Should County determine it reasonably necessary, Contractor shall make all of its records,
books and documents reasonably related to this Amendment #1 available to authorized County
personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes
or to substantiate the provisions of services under this Amendment #1.

(f) All records, books and documents reasonably related to this Amendment #1 shall be maintained
and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or
expiration of this Amendment #1. If any litigation, claim or audit involving these documents
and/or records begins before the specified period expires, Contractor must keep the records and
documents for not less than four (4) years and ninety (90) days and until all litigation, claims or
audit findings are resolved.

8. CONFIDENTIALITY

(a) Contractor shall not disclose privileged or confidential communications or information acquired in
the course of the performance of the services under this Amendment #1, unless authorized by law.
Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services
performed for County under this Amendment #1.

(b) Open Records Act. The parties acknowledge and agree that County is subject, as a matter of law, to
TEX. GOVT CODE ANN. § 552 (Vernon 1994 & Supp. 2004), also known as the "Texas Public
Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the
parties agree that in the event that any provision of this Amendment #1, or other documents related to
this Amendment #1, including, but not limited to, any exhibit, attachment, amendment, addendum, or
other incorporated document, is in conflict with the Public Information Act, such provision shall be of
no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County
Commissioners Court, County Judge, Elected County Officials, County Department Heads and
County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of
the Attorney General of the State of Texas in regard to the application of the Public Information Act to
any software, hardware, firmware, any part thereof, or other equipment or item, data or information,
or any other thing or item furnished to or in the possession or knowledge of County. It is further
acknowledged and agreed that the County Requestors have the right and obligation by law to rely on
the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the
County Requestors from any and all liability or obligation of any type, kind or nature regarding any
disclosure of any software, hardware, firmware, any part thereof, or other equipment or item, data
or information, or any other thing or item furnished by Contractor or in the possession or knowledge of
the County that is determined by County or in reliance on any advice, decision or opinion of the Texas
Attorney General to be available to the public or any persons.

(c) Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information
Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish,
sell, exchange, disclose, or provide to others or use any information, documents or data, provided to
or disclosed to the other party, or any information related to this Amendment #1, including, but not
limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any
purposes other than performing each party's obligations under this Amendment #1.

9. INDEMNIFICATION

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED
OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES
(HEREINAFTER "INDEMNITIES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS
SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY
OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES AND ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUB(CONTRACTOR; OR (2) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, LICENSEES, INVITEES OR ASSIGNS; OR (3) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, LICENSEES, INVITEES OR ASSIGNS IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (4) CAUSED BY ANY IMPROVEMENTS LOCATED IN OR ON COUNTY PROPERTY BEING OUT OF REPAIR OR BY PHYSICAL DEFECT, OR BY GAS, WATER, STEAM, ELECTRICITY, OR OIL LEAKING, ESCAPING OR FLOWING INTO COUNTY PROPERTY; OR (5) ARISING OUT OF THE FAILURE OR CESSION OF ANY SERVICE PROVIDED BY COUNTY, IF ANY.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY’S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR Sought TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AMENDMENT #1 BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AMENDMENT #1, INCLUDING LACK OF KNOWLEDGE AND/OR MISINTERPRETATION OF STATUTES APPLICABLE TO THE SERVICES PROVIDED HEREUNDER; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON THE PROPERTY OF CONTRACTOR OR ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; AND (6) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AMENDMENT #1 OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS HEREIN. THIS INDEMNITY SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY) AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR’S SERVICES BY THE COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES, LICENSEES OR ASSIGNS FOR THE COMPETENCY OR QUALITY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. THE CONTRACTOR
SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AMENDMENT #1 OR ANY DETERMINATION THAT THIS AMENDMENT #1 OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

10. INSURANCE

Within ten (10) days after the effective date of this Amendment #1, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to the commencement of any services provided for hereunder. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions of this Amendment #1, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of this Amendment #1 and each renewal period, if any.

1. The following minimum insurance coverage is required:

   a) Commercial General Liability Insurance. Commercial general liability insurance coverage shall carry limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors.

      This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

   b) Commercial Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (car), Contractor shall furnish to the County a certificate showing commercial auto liability insurance coverage in an amount no less than Five Hundred Thousand and 00/100 Dollars ($500,000.00), covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services provided under this Amendment #1 for bodily injury and property damage. County shall be made an additional named insured under the terms of these policies of insurance.

      This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

   c) Professional Liability. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering medical assistance to patients and shall secure, pay for and maintain in full force and effect during the term of this Amendment #1 sufficient professional liability insurance in a minimum amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) single limit with certificates of insurance evidencing such coverage to be provided to the County. Such certificates of insurance shall specifically name the County as a loss payee.

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

   a) Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.

   b) Provide for forty-five (45) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.

d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

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

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

g) Each applicable policy of insurance shall contain a waiver of subrogation and Contractor agrees to waive subrogation against County for injuries, including death, property damage or any other loss.

3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amounts, and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Amendment #1.

5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.

6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Amendment #1 for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Amendment #1, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with the County within ten (10) days of execution and/or renewal of this Amendment #1 and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage.

7. All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

8. All insurance required to be carried by Contractor and/or subcontractors under this Amendment #1 shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

9. If Contractor and/or its subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Amendment #1 or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Amendment #1, obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any
amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.

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

11. Minimum insurance is a condition precedent to any work performed under this Amendment #1 and for the entire term of this Amendment #1, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:

A. to order Contractor to stop performing the services provided hereunder which shall not constitute a Suspension of Work;

B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

C. to, at its sole discretion, declare a material breach of this Amendment #1, which, at County’s discretion, may result in:
   1. termination of this Amendment #1;
   2. demand on any bond, as applicable;
   3. the right of the County to complete this Amendment #1 by contracting with another contractor. Contractor will be fully liable for the difference between the original Contact price and the actual price paid, which amount is payable to County by Contractor on demand; or
   4. any combination of the above.

D. to any combination of the above.

12. Contractor shall advise County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor’s services under this Amendment #1.

13. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the quality and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.

14. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the services covered under this Amendment #1.

15. Contractor shall provide that all provisions of this Amendment #1 concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

16. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Amendment #1.

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

18. Standard of Care: Services provided by Contractor under this Amendment #1 will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar agreements.

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

20. The provisions of this Section shall survive termination or expiration of this Amendment #1 or any determination that this Amendment #1 or any portion hereof is void, voidable, invalid or unenforceable.

11. EXPENSES

Contractor shall be responsible for all costs, including, but not limited to, fuel, repairs, maintenance and any other out-of-pocket expenses related to the fulfillment of the requirements of this Amendment #1.

12. NON-PERFORMANCE

Contractor's non-performance of the specifications of this Amendment #1 or non-compliance with the terms of this Amendment #1 shall be a basis for termination of this Amendment #1 by the County. Termination in whole or in part by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Amendment #1, by giving thirty (30) days written notice to Contractor with the understanding that all services being performed under this Amendment #1 shall cease upon the date specified in such notice. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the services performed under this Amendment #1. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Amendment #1 under any other provisions herein.

13. TERMINATION

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Amendment #1, terminate this Amendment #1, in whole or in part, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Amendment #1 shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Amendment #1 for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Amendment #1 on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Amendment #1 as herein above provided, any and all documents and information in Contractor's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Amendment #1, for any reason, subject County to liability.

a) Without Cause: This Amendment #1 may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.

b) With Cause: County reserves the right to terminate this Amendment #1 immediately, in whole or in part, at its sole discretion, for the following reasons:

   (1) Lack of, or reduction in, funding or resources in accordance with Section 27 (Fiscal Funding Clause);
(2) Non-performance by Contractor as described in Section 12 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Amendment #1;

(3) Contractor's improper, misuse or inept performance of services under this Amendment #1;

(4) Contractor's failure to comply with the terms and provisions of this Amendment #1;

(5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

(6) Contractor's failure to perform the services required by this Amendment #1 within the time specified herein or any extension thereof;

(7) In County's sole discretion, if termination is necessary to protect the health and safety of patients;

(8) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 21 (Assignment).

(9) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

(10) Contractor's inability to perform under this Amendment #1 due to judicial order, injunction or any other court proceeding.

14. NOTICE

Any notice to be given under this Amendment #1 shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or registered mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:  
Margaret Keilher  
Dallas County Judge  
Administration Building  
411 Elm Street, 2nd Floor  
Dallas, Texas 75202

TO CONTRACTOR:  
Jack Szczepanowski  
Compliance Director  
ValueOptions of Texas, Inc.  
1199 South Beltline Rd., Suite 100  
Coppell, Texas 75019

15. SEVERABILITY

If any provision of this Amendment #1 is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Amendment #1. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. SOVEREIGN IMMUNITY

This Amendment #1 is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Amendment #1 is in any way intended to constitute a waiver of any immunities from
suit or from liability that the County has by operation of law. Nothing in this Amendment #1 is intended to benefit any third party beneficiary.

17. COMPLIANCE WITH LAWS

In providing services required by this Amendment #1, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE

The validity and interpretation of this Amendment #1, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Amendment #1 is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Amendment #1 is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Amendment #1.

19. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Amendment #1 shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Amendment #1 which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Amendment #1 and shall be effective on the date designated by said law.

20. THIRD PARTIES

The obligations of each party to this Amendment #1 shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Amendment #1 or have any right to enforce any obligation created or established under this Amendment #1.

21. ASSIGNMENT

Contractor may not assign its rights and duties under this Amendment #1 without the prior written consent of County and approval of the Dallas County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

22. CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Amendment #1. If an ambiguity exists in this Amendment #1, this Amendment #1 shall not be construed against the party who drafted the Amendment #1 and such party shall not be responsible for the language used.

23. ENTIRE AGREEMENT

This Amendment #1, including its attachments, exhibits, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Amendment #1 may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Amendment #1, expressly or by incorporation.
24. BINDING EFFECT

This Amendment #1 and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

25. REMEDIES/WAIVER OF BREACH

Pursuit of any remedy provided in this Amendment #1 shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Amendment #1 shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Amendment #1 or violation thereof must be by a written instrument.

26. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Amendment #1 are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.

27. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Amendment #1 is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Amendment #1 and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Amendment #1 as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Amendment #1 or failure to budget or authorize funding for this Amendment #1 during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Amendment #1 as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Amendment #1 by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

28. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Amendment #1 may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Amendment #1 shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Amendment #1.

29. INDEPENDENT CONTRACTOR

Contractor, including its subcontractors, employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its subcontractors, agents or employees in conjunction with the performance of services performed under this Amendment #1.

30. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors for delivery of the designated services
outlined in this Amendment #1 without prior written consent of the County. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will solely be responsible to County for the performance of this Amendment #1. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

31. ASSURANCES

(a) In providing services required by this Amendment #1, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Amendment #1.

(b) Contractor assures that it will not transfer or assign its interest in this Amendment #1 without written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Amendment #1. County approval to transfer or assign Contractor's interest in this Amendment #1 to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Dallas County Commissioners Court.

(c) Contractor shall operate within the laws and regulations governing transportation under the Texas Transportation Code and Texas Health & Safety Code as such laws relate to the services provided hereunder.

(d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Amendment #1.

(e) Contractor, by acceptance of the funds provided under this Amendment #1, agrees and ensures that it is duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Amendment #1.

(f) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(g) Contractor shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Amendment #1, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish the County satisfactory proof of compliance therewith.

(h) Contractor assures that no funds under this Amendment #1 will be used to employ or compensate any recipient of services under this Amendment #1.

(i) Contractor agrees to adhere to confidentiality requirements, as applicable, for services provided for County under this Amendment #1.

(j) Contractor assures that it will not use any information, documents or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Amendment #1 for its own proprietary interests.

(k) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under
Chapter 171 of the Tax Code, Contractor, by executing this Amendment #1, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation’s franchise tax status shall constitute grounds for termination of this Amendment #1 at the sole option of the County.

(l) The parties understand and agree that this Amendment #1 is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. The applicable parties, as defined by the HIPAA, agree to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations.

(m) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Amendment #1 by any Federal or State department or agency.

(n) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Amendment #1, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Amendment #1.

(o) The person or persons signing and executing this Amendment #1 on behalf of Contractor, or representing themselves as signing and executing this Amendment #1 on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Amendment #1 on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth. Contractor shall furnish to County a corporate resolution authorizing signatory authority.

(p) Failure to comply with any of these assurances or any other requirements specified within this Amendment #1 will put Contractor in default and/or breach of this Amendment #1 and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

32. PROMPT PAYMENT ACT

Contractor agrees that a temporary delay in making payments due to the County’s accounting and disbursement procedures shall not place the County in default of this Amendment #1 and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

33. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination and/or expiration of this Amendment #1, the County shall immediately have the right to audit any and all records of Contractor relating to this Amendment #1. Moreover, upon termination and/or expiration date of this Amendment #1, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; and (iii) Final accounting of all income from the contract. This provision shall survive contract termination.

34. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Amendment #1 in full.
EXECUTED this the ________ day of ________________, 2004.

DALLAS COUNTY:

BY: Margaret Keliher
    Dallas County Judge

CONTRACTOR:

BY: Conway McDanald, MD, Vice President
    ValueOptions of Texas, Inc.

RECOMMENDED:

BY: Ryan Brown, Budget Officer
    Dallas County Office of Budget and Evaluation

APPROVED AS TO FORM*:

BY: Bob Schell, Chief
    Dallas County District Attorney's Office, Civil Section

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
DALLAS COUNTY TRANSPORTATION SERVICES PROGRAM
FOR MENTAL ILLNESS PATIENTS
EXHIBIT A - DRIVER EVALUATION

<table>
<thead>
<tr>
<th>Driver Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DL# &amp; Type</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driving Speed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quick Stop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lane Change</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use of Lanes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observation of Traffic Signals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observation of Traffic Signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relationship to Passengers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use of Weekly Operational Checklist</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>
Exhibit B
New Driver Orientation

<table>
<thead>
<tr>
<th>Initial</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Review Transportation Service Standards</td>
</tr>
<tr>
<td></td>
<td>Inspect Vehicle Equipments</td>
</tr>
<tr>
<td></td>
<td>Review County Van Check-out Procedure</td>
</tr>
<tr>
<td></td>
<td>Review Accident Reporting Procedure</td>
</tr>
<tr>
<td></td>
<td>Review Inclement Weather Policy</td>
</tr>
<tr>
<td></td>
<td>Review Passenger Assistance Guidelines</td>
</tr>
<tr>
<td></td>
<td>Review CPR/First Aid Guidelines</td>
</tr>
</tbody>
</table>

Manager/Supervisor: ____________________________ Date: ________________
### NEXT SCHEDULED MAINTENANCE MILEAGE AND DATE:

<table>
<thead>
<tr>
<th></th>
<th>O.K.</th>
<th>NEEDS ATTENTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEFORE VEHICLE START-UP:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Engine oil level</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engine coolant level</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Battery level (if applicable)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Brake fluid level</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Windshield and mirrors clean</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Outside of vehicle clean</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Inside of vehicle clean and free of litter</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Proper operation of all doors and windows</td>
<td>*</td>
</tr>
<tr>
<td>9</td>
<td>Proper operation of mirrors</td>
<td>*</td>
</tr>
<tr>
<td>10</td>
<td>Emergency brake working</td>
<td>*</td>
</tr>
<tr>
<td>11</td>
<td>Tires (no excessive or irregular wear)</td>
<td>*</td>
</tr>
<tr>
<td>12*+</td>
<td>Fire extinguisher (month inspected: (    /    ) )</td>
<td>*</td>
</tr>
<tr>
<td>13+</td>
<td>First Aid Kit</td>
<td>*</td>
</tr>
<tr>
<td>14+</td>
<td>Flashlight (working)</td>
<td>*</td>
</tr>
<tr>
<td>15+</td>
<td>Reflecting device or flares</td>
<td>*</td>
</tr>
<tr>
<td>16+</td>
<td>Proof of insurance (expiration date: (    /    /    ) )</td>
<td>*</td>
</tr>
<tr>
<td></td>
<td><strong>AFTER VEHICLE START-UP:</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Fuel level</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Oil pressure gauge or light</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ammeter gauge or light</td>
<td></td>
</tr>
<tr>
<td>4*</td>
<td>Brakes</td>
<td></td>
</tr>
<tr>
<td>5*</td>
<td>Windshield wipers</td>
<td></td>
</tr>
<tr>
<td>6*</td>
<td>Horn</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Heater/Air Conditioner (depending on season)</td>
<td></td>
</tr>
<tr>
<td>8*</td>
<td>Head lights, tail lights, blinkers, license plate light</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Transmission fluid level (after warm-up)</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** All asterisked (*) items are safety-related. No patients shall be transported in the vehicle until these items are known to be in good working order. All [+] items must be available upon request during monitoring.

**COMMENTS:**

**CHECKLIST COMPLETED BY:**

DALLAS COUNTY TRANSPORTATION SERVICES PROGRAM
FOR MENTAL ILLNESS PATIENTS
EXHIBIT D - VEHICLE MAINTENANCE LOG

Transportation Provider("Contractor")

Vehicle License Plate No.

Date in shop: ___________ Date out of shop: ___________ Vehicle mileage: ___________

Reason for service: ________________________________________________

_____________________________________________________________

Repairs/service performed: _______________________________________

_____________________________________________________________

Repair service provider: _________________________________________

Date in shop: ___________ Date out of shop: ___________ Vehicle mileage: ___________

Reason for service: ______________________________________________

_____________________________________________________________

Repairs/service performed: _______________________________________ 

_____________________________________________________________

Repair service provider: _________________________________________
DALLAS COUNTY TRANSPORTATION SERVICES PROGRAM
FOR MENTAL ILLNESS PATIENTS
EXHIBIT E - REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>PAY TO</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>MONTH</td>
<td>YEAR</td>
</tr>
<tr>
<td>NAME OF COMPANY</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL TRIPS PROVIDED FOR THE MONTH (including return trips) ___

<table>
<thead>
<tr>
<th>NUMBER OF ONE-WAY TRIPS:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X  $100.00</td>
</tr>
<tr>
<td>Subtotal:</td>
<td></td>
</tr>
<tr>
<td>NUMBER OF RETURN TRIPS (Pre-approval by County required):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X  $100.00</td>
</tr>
<tr>
<td>Subtotal:</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PAYMENT AMOUNT REQUESTED: $  

The person signing below certifies that all payments requested are allowable under Amendment #1 to the 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 between Dallas County and ValueOptions of Texas, Inc. (“Contractor”) and are verifiable through documentation attached and maintained at the address listed above. Contractor has agreed to reimburse Dallas County for any payments received which audit by Dallas County determines are unallowable or unsatisfactorily documented.

Signature ________________ Date ________________
<table>
<thead>
<tr>
<th>Day</th>
<th>Name of Patient (Last, First)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUNDAY</td>
<td></td>
</tr>
<tr>
<td>MONDAY</td>
<td></td>
</tr>
<tr>
<td>TUESDAY</td>
<td></td>
</tr>
<tr>
<td>WEDNESDAY</td>
<td></td>
</tr>
<tr>
<td>THURSDAY</td>
<td></td>
</tr>
<tr>
<td>FRIDAY</td>
<td></td>
</tr>
<tr>
<td>SATURDAY</td>
<td></td>
</tr>
</tbody>
</table>
March 16, 2004

MISCELLANEOUS

1) **OFFICE OF BUDGET & EVALUATION** - requests approval for Judge Seider to continue utilizing temporary clerks in his court in lieu of filling all of the authorized staffing positions. The FY2004 authorized staffing for Precinct 3-3 is nine clerks. Currently, Justice of the Peace, Precinct 3-3 has one vacancy and Judge Seider has been utilizing a temporary clerk instead of filling the position. The transfer of funds results in no cost to Dallas County. The Office of Budget and Evaluation requests approval to transfer the funds from the Salary and Fringe category (salary assistant) to the Operating Expenses category (professional fees) to cover the temporary clerk. Recommended by the Office of Budget and Evaluation.

2) **HEALTH & HUMAN SERVICES** - requests approval for the County Treasurer, Lisa Hembry to release payroll for the Center for Disease Control and Prevention (STD/HIV Prevention Training Center) Continuation Grant, for the months of April and May 2004.

3) **FACILITIES MANAGEMENT** - requests authorization to amend the service contract with Alexander’s Executive Office Cleaning due to the relocation of CSCD staff from 414 South R. L. Thornton. The amendment entails the elimination of one-day porter and a reduction of 14,390 square feet of janitorial services with savings of $2,170.13 per month effective March 8, 2004.

4) **DATA SERVICES** - requests approval to add two Cisco 4006 switches to our existing Network Hardware Maintenance contract with SBC. These devices are core switches in the HHS and Frank Crowley Buildings. Outages can impact computer access to hundreds of users, so quick turn-around on repairs is important. Also, replacing just one component on these switches can cost several thousands of dollars. The pro-rated cost for FY2004 is $1,954.16. Half of the cost is to come from the Elections Department (account 6520); the other half will be from the IT Maintenance Account (00120.1090.6520). Starting in FY2005, the annual cost for these two additional items will be $3,350 and will be included in the Data Services Maintenance Budget. Recommended by the MIS Director.
5) **COUNTY CLERK** - requests a correction to the estimate to renovate space on the 2nd floor of the Record’s Building. The original estimate was $6,260. Facilities Management has revised the estimate to $9,935 for an increase of $3,675. This change in estimate is the result of over looking some of the original work requirements and is not a change in scope of the project. Funding is available from the Permanent Improvement Fund, Minor Building Renovations. Recommended by the Office of Budget & Evaluation.

**TRAVEL REQUESTS**

6) **CONSTABLE, PRECINCT 2** - requests approval for Deputy Danny Mason to attend Specialized Training in Waco, Texas on March 24-25, 2004 in a County vehicle with gas credit cards. Any expense other than the vehicle will be paid out of our training budget line item.


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

   a) Captain T. J. Randall and Sr. Sergeant M. Perry to attend the TECLOSE Quarterly Meeting in Conroe, Texas on March 25-26, 2004 in a County vehicle with gas credit cards and no other expense to Dallas County.

   b) Senior Sergeant Steven W. Jones to attend the Mandated Texas Automobile Theft Prevention Authority Board Meeting in Houston, Texas on April 4-5, 2004 in a Task Force Vehicle with gas credit cards: $165 is available in Grant Fund, NTATTF Department, Conference Training Account, FY Budget 2004, (00466.05600.02460.2004).

   c) Sergeant Stephen Smith and Detective Tom Reilly to attend and instruct at the Texas Automobile Theft Prevention Authority State Conference in Houston, Texas on April 4-7, 2004 in a Task Force Vehicle with gas credit cards and no other expense to Dallas County.
9) **PUBLIC WORKS DEPARTMENT** - requests approval for:


b) Selas Camarillo to attend the 2004 TSPS Spring Symposium in College Station, Texas on April 1-2, 2004: $495.50 is available in General Fund, Public Works Department, Conference & Staff Development Account, FY Budget 2004, (00120.2010.2050.2004).


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

a) Jamie Fitchko to attend the Freddie Mac “Dispel The Myths” Campaign Marketing Conference in Washington, D.C. on March 22-23, 2004 **at no cost to Dallas County**.

b) Walter Weiss to attend the Technical Assistance TACT, HRSA New Costing Tool, Exchanging Information of Unit Cost in Baltimore, MD on March 22-25, 2004: $1,341.40 is available in Grant Fund, Title II Department, Conference Travel Account, FY Budget 2003, (00466.65609.04210.2003).

c) Regenia Hawkins, Leslie Anderson, Linda Cobb, Kesete Yohannes, Cynthia Hoard, Joetta Black, Vanessa Jones, Narcissa Bluitt, Clenda Thomas, Maurice Jones, Susan Herrera, Lisa White, Michael Suberu, Carmen Friday, Patti Scali, Debra Triplett, Terri Burk, Manuel Migoni, David Green, Brent Dickerson, Margaret Jackson, and Luetricia Gaston to attend the Section 8 HUD-50058 Training in Fort Worth, Texas on March 22-26, 2004 in a County vehicle with gas credit cards and no other expense to Dallas County.

e) David Buhner and Karine Lancaster to attend the Texas Association of Local Health Officials Meeting in Austin, Texas on June 3, 2004: $566.40 is available in Grant Fund, OPHP Bioterrorism Department, Conference Training Account, FY Budget 2004, (00466.08723.02460.2004).

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

*Travel Request submitted for approval after travel had occurred:*

11) **JUSTICE OF THE PEACE, PRECINCT 5 PLACE 1** - requests approval for Judge Luis Sepulveda to attend the TJTC Training Seminar in San Antonio, Texas on February 29, 2004 through March 3, 2004: $512.52 is available in General Fund, Justice of the Peace, Precinct 5 Place 1 Department, DDA Account, FY Budget 2004, (00120.4851.02230.2004).

**MISCELLANEOUS EQUIPMENT**

1) **DEPARTMENT:** 1050 County Treasurer  
**ITEM:** 1 - Wooden credenza  
**ESTIMATED COST:** $0 - Surplus  
**FUNDING SOURCE:** N/A  
**EXPENDITURE SOURCE:** N/A  
**PROPOSED ACTION:** The County Treasurer is requesting the transfer of a wooden credenza from surplus. This furniture would be utilized in an employee common area in lieu of built-in shelves. Recommended by the Office of Budget and Evaluation.

2) **DEPARTMENT:** 3312 Institute of Forensic Sciences - Office of the Medical Examiner  
**ITEMS:** 2 - Mortuary Cots ($1,600 ea.)  
**ESTIMATED COST:** $3,200  
**FUNDING SOURCE:** Reserves and Contingency, Furniture and Equipment
EXPENDITURE SOURCE: 00120.3312.02090.2004 (General Fund, Institute of Forensic Sciences - Office of the Medical Examiner, Property less than $5,000, FY2004)

PROPOSED ACTION: Dr. Barnard of the Institute of Forensic Sciences is requesting permission to replace two mortuary cots. Recommended by Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

Sheriff Personnel D-0401032 requests to install a data-line cable on the 1st floor of the Kays facility to relocate existing workstation. Installation: $41.50; no recurring cost. Recommended.

J. P. Court Precinct 2-2 D-0104031 requests to install a data-line cable in office to relocate existing location. Installation: $66.00; no recurring cost. Recommended.

J. P. Court Precinct 4-1 D-0401030 requests to install two coaxial cables to relocate network printers in office due to renovation. Installation: $99.00; no recurring cost. Recommended.

Constable Precinct 5 D-0402006 requests to install two data-line cables on the 2nd floor of the SDGC to provide access to network. Installation: $112.02; no recurring cost. Recommended.

J. P. Court Precinct 5-1 D-0401029 requests to install a data-line cable on the 1st floor of the SDGC to provide new employee access to network. Installation: $33.00; no recurring cost. Recommended.

J. P. Court Precinct 1-1 M-0309053 requests to install three multi-line phones and on external ringer to allow better handling of incoming call traffic. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

Juvenile District 9 M-0411036 requests to relocate three phone lines on the 1st floor room 105 due to new employees and relocations. Equipment: $357.00; Installation: $36.00, labor covered by contract; no recurring cost.
Juvenile Cliff House M-0411019 requests to relocate extensions 5100, 5101 and 5102 on the 2nd floor to new location due to changes in department. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

Constable Precinct 2 M-0411029 & D-0411007 requests to install two multi-line phones and a data-line cable for a network printer in new office. Equipment: $160.00; Installation: $36.00, labor covered by contract; no recurring cost.

Truancy Court SDGC — 0310043 requests to install a multi-line phone in the Bookkeepers area room 182 for calls regarding fines. Equipment: $0.00; Installation: $36.00, labor covered by contract; no recurring cost.

Sheriff Release M-0401035 requests to relocate multi-line phone to 2nd floor of B building room B2007 due to office relocation. Installation: $132.00; no recurring cost. Recommended.

193rd Civil District Court - requests:
M-0401032 to install a single-line to be used with a fax on the 4th floor of the GACB room 445. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

M-0401033 to install a single-line to be used with a fax on the 4th floor of the GACB room 442. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

Treasurer M-0401030 requests to upgrade two single-line phones to multi-line sets on the 3rd floor of the Records building room 303 to allow additional lines to be answer from these work stations. Equipment: $76.00; Installation: $0.00, labor covered by contract; no recurring cost.

Criminal Court # 4 D-0401019 requests to install a data-line cable on the 3rd floor of the FCCB room C4 to relocate existing work station. Installation: $66.00; no recurring cost. Recommended.

Road & Bridge 3 M-0401047 requests to add extension 6683 to extension 6663 to allow Secretary to answer calls. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

HHS Bio-Terrorism - requests:
M-0401073 to install a single-line for a conference speaker phone on the 5th floor room 515. Installation: $41.50; no recurring cost. Recommended.
M-0401074 to install a single-line for a conference speaker phone on the 5th floor room 520. Installation: $41.50; no recurring cost. Recommended.

M-0401075 to install a single-line for a conference speaker phone on the 5th floor room 532. Installation: $41.50; no recurring cost. Recommended.

IT Services M-0401046 requests to relocate extension 6889 to new location on the 5th floor of the Records building. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost Recommended.

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

Pager

Public Defender M-0412010 requests to provide two new digital pagers and one replacement pager for new Attorneys. Installation: $30.00; monthly recurring cost: $8.25; Recommended.

Facilities Management M-0412015 requests to replace digital pager that was lost while performing job. Installation: $30.00; no recurring cost. Recommended.

Constable Precinct 5 M-0412044 requests three alpha-numeric pagers for three new Deputy positions. Monthly recurring cost: $13.95; Recommended.

Health & Human Services M-0403012 requests to provide three digital pagers for staff that need to be available for communications. Monthly recurring cost: $8.25; Recommended.

OSEM M-0309018 requests to upgrade a digital pager to an alpha-numeric pager to allow messaging and group calls. Monthly recurring cost: $4.95; Recommended.

Pagers are funded by the requesting department unless otherwise indicated