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<th>REPORTS/RECOMMENDATIONS/REQUESTS</th>
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<td>1) HEALTH &amp; HUMAN SERVICES</td>
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<td>5-12</td>
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<td>2) PURCHASING</td>
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<td>13-16</td>
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<td>31-34</td>
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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATE(s) TO REMEMBER

New Look Committee Meeting - Commissioners Court

Tuesday, November 9, 2004 @ 1:00pm

• Community Health & Social Services
• Justice Administration
• Law Enforcement
• Management Services
TWENTY-THIRD ANNUAL DALLAS COUNTY

COMMISSIONERS COURT

THANKSGIVING LUNCHEON

Tuesday, November 23, 2004

Administration Building, 2nd Floor

At

12:00 p.m.

Please contact Cathy Sanchez at Csanchez@dallascounty.org by Friday, November 19th to RSVP and let her know what you will be bringing to the luncheon.
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: ZACHARY THOMPSON, DIRECTOR

DATE: NOVEMBER 9, 2004

SUBJECT: THE DEPARTMENT OF STATE HEALTH SERVICES CONTRACT #7560009056 2006, ATTACHMENT #01, HANSEN’S DISEASE

BACKGROUND
The Department of State Health Services (DSHS) Contract #7560009056 2006, Attachment #01, Hansen’s Disease (HD), provides specialized public health nursing services to Hansen’s Disease patients, assist local physicians in providing quality outpatient services, coordinates outreach services, patient follow-up, case-finding, perform eye, hand, foot, and contact screens. Coordinate Hansen’s Disease nursing care program within the assigned areas and other existing health care and social agencies program that does or can provide assistance with patient follow-up and coordinates patient education. This attachment is effective January 1, 2005 and will expire on December 31, 2005.

OPERATIONAL IMPACT
Attachment #01, Hansen’s Disease of the Department of State Health Services contract continues to partially fund one (1) full-time Public Health Nurse II.

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

FISCAL IMPACT
Attachment #01, Hansen’s Disease provides $41,906 for salaries and fringe benefits, $720 for travel, $223 for supplies, $11,701 for contractual for lab testing with LabCorp, and $8,741 for indirect. A discretionary County match in the amount of $23,597 is needed to supplement the salaries and fringes provided by DSHS.

RECOMMENDATION
It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Department of State Health Services Contract #7560009056 2006, Attachment #01, Hansen’s Disease, and authorizes the County Judge to sign the contract on behalf of Dallas County.

RECOMMENDED BY: Zachary Thompson, Director

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

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

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

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.
Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

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

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

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

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

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

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

- Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than $1,000,000 in annual gross receipts.
- Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by Texas Building and Procurement Commission or another entity.
- For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:
COVER PAGE 1 - Receiving and Performing Agency Data
COVER PAGE 2 - Details of Attachment(s)
COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS – 6/2004
ATTACHMENT(S)
EXHIBITS, IF APPLICABLE

Cover Page 1
<table>
<thead>
<tr>
<th>Att/ Amd No.</th>
<th>DSHS Program ID/ DSHS Purchase Order Number</th>
<th>Term</th>
<th>Financial Assistance</th>
<th>Direct Assistance</th>
<th>Total Amount (DSHS Share)</th>
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<td>Begin: 01/01/05, End: 12/31/05</td>
<td>Source of Funds*: 93.215</td>
<td>Amount: 63,291.00</td>
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<td>Totals</td>
<td>$63,291.00</td>
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<td>$63,291.00</td>
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*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

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

PERFORMING AGENCY NAME:
DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

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

   __________________________
   (Name and Title)

Date: __________________________

RECOMMENDED:

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

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

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

Date: __________________________

DSHS Document No: 7560009056 2006
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: HANSEN'S DISEASE PROGRAM

TERM: January 01, 2005 THRU: December 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall provide specialized public health nursing services to Hansen’s Disease (HD) “Clients” (clients are defined as every person with known or suspected Hansen’s Disease and their household contacts) who live or receive services in the following approved county(ies)/area: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Henderson, Hood, Hunt, Johnson, Kaufman, McLennan, Navarro, Palo Pinto, Parker, Rockwall, Smith, Somervell, Tarrant, Travis, Wichita, Wise.

PERFORMING AGENCY shall:

1. Facilitate the operation of RECEIVING AGENCY’S Regional Hansen’s Disease Center health care delivery program to ensure that objectives are met or exceeded;
2. Assist local physicians in providing quality outpatient services;
3. Provide and coordinate outreach services, client follow-up, contact screening and case finding;
4. Perform eye, hand, and foot monitors (visual inspections);
5. Perform hand and foot screens;
6. Coordinate the HD nursing care program, within the approved service area, with other existing health care and social service agencies that can provide assistance with client follow-up and case finding;
7. Coordinate client education efforts, utilizing existing materials identifying new materials, that can be used in approved service area as well as within the community and the client’s home environment;
8. Complete a Texas Hansen’s Disease Surveillance form for each newly diagnosed HD case and forward that information to RECEIVING AGENCY Program within thirty (30) days of diagnosis;
9. Provide RECEIVING AGENCY with other reports and information, as required, to determine the effectiveness of client education, outpatient services, case finding, and/or outreach programs.

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

- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
- Communicable Diseases 25 TAC, Chapter 97; and
- RECEIVING AGENCY’S Standards of Care for Hansen’s Disease in Texas.

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

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY’S expenditures on a quarterly basis. If expenditures are below those projected in PERFORMING AGENCY’S total contract amount, 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 key outcome performance measures will be used to assess, in part, the PERFORMING AGENCY’S effectiveness in providing the services described in this contract Attachment without waiving the enforceability of any of the other terms of the contract:

- 85% of clients must be examined by a physician;
- 85% of clients must receive hand and foot screens based on results of visual inspections
- 90% of short-term therapy clients must complete HD therapy.

PERFORMING AGENCY shall submit to RECEIVING AGENCY Program the attached Quarterly Documentation of HD Related Services. Reporting periods and due dates are:

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<th>PERIOD COVERED</th>
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<td>January – March</td>
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<td>July – September</td>
<td>October 11, 2005</td>
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<td>October – December</td>
<td>January 17, 2006</td>
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In accordance with the General Provisions, Reports Article, failure to submit reports shall be cause for cancellation of the contract.

SECTION II. SPECIAL PROVISIONS:

ATTACHMENT – Page 2
General Provisions, Advance Payments Article, is not applicable to this Attachment.
SECTION III. BUDGET:

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**TOTAL DIRECT CHARGES**: $54,550.00
**INDIRECT CHARGES**: $8,741.00
**TOTAL**: $63,291.00

Total reimbursements will not exceed $63,291.00.

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

The indirect cost amount shown above is based upon an expired rate, which may be used for a six-month grace period from expiration date.
November 9, 2004

TO: The Honorable Commissioners Court

FROM: David C. Polk, Buyer


BACKGROUND/ISSUE
On November 4, 2003, the Commissioners Court authorized the award of Bid No. 2004-009-1425 “Annual Contract for the Replacement of Vehicle Glass” to Irving Auto Glass CRT, LTD. This contract provides for the replacement of vehicle glass for the various vehicles within the County fleet in accordance with the contract terms and upon mutual agreement, the contract may be extended for an additional twelve- (12) month period.

The Road & Bridge Districts and the Auto Service Center utilize this contract and as result of the vendor being in compliance with the terms of the contract, the user departments are requesting that this contract is to be extended for an additional twelve- (12) month period. The vendor has agreed to extend the contract for an additional twelve-month period, effective November 5, 2004 through November 4, 2005.

INSURANCE AND M/WBE (EE01) COMPLIANCE
County Records reflect that current insurance certificates are on file meeting the contract requirements as currently set forth for Bid No. 2004-009-1425. In addition, the awarded vendor has provided Dallas County with an updated EE01 form for the Commissioners review.

FINANCIAL IMPACT
Based upon payment records, Dallas County incurred expenditures year-to-date of approximately $15,829.66 for the purchase of items as outline in Bid No. 2004-009-1425 “Annual Contract for the Replacement of Vehicle Glass”

RECOMMENDATION
The Purchasing Department, in conjunction with user departments, recommends the extension of Bid No. 2004-009-1425 “Annual Contract for the Replacement of Vehicle Glass” to Irving Auto Glass CRT, LTD, Inc. for the period of November 5, 2004 through November 4, 2005.

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

Approved by:

[Signature]

Phillip J. Vasquez, Purchasing Director
DALLAS COUNTY
PURCHASING DEPARTMENT

October 20, 2004

Irving Auto Glass CRT, LTD.
Attention: Mr. James Lukas
P.O. Box 7797
Ft. Worth, TX 76111
Fax: 972-399-7793 Phone: 972-315-0414


Dear Mr. Lukas:

The aforementioned contract as awarded to Irving Auto Glass CRT, LTD, Service is due to expire November 4, 2004. The Purchasing Department of Dallas County is requesting that your company extend Bid No. 2004-009-1425 “Annual Contract for the Replacement of Vehicle Glass”, for an additional twelve (12) months, terms, conditions and pricing as set forth in the original bid award. Effective dates November 5, 2004 through November 4, 2005.

If it is your desire to exercise the option to extend for the current contract No. 2004-009-1425, for an additional twelve (12) months please complete the attached vendor statistical report and return via fax with this letter. We will also require and extended Worker Compensation and General Liability Insurance policy and Automobile Insurance.

This letter and it’s required attachments are due in this office, by close of business on, October 23rd, 2004.

Please fax your companies reply to 214-633-7878.

Should you have any question please contact me at 214-633-6304.

Circle below YES or NO.

[ ] YES I agree to provide all materials to Dallas County at the prices of the original bid award No. 04-009-1425

[ ] NO I do not agree to provide pricing at the original bid prices.

Signed by: [Signature]

Company Name: Auto Glass Center

Address: 1716 N. Stacy Rd.

City: IRVING State: TX Zip Code: 75061

Phone: 972-513-0414 Fax: 972-399-7793

Respectfully Submitted,

David C. Polk, Buyer
Dallas County, Purchasing Department
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**TOTAL**

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**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER** (806)792-5564  FAX (806)792-9344
Sanford Insurance Agency
6303 Indiana
P.O. Box 64790
Lubbock, TX 79464

**INSURED**
Garland Auto Glass Center, Ltd
and Auto Glass Center of Garland, Inc.
P O Box 7797
Ft. Worth, TX 76111

**DATE (MM/DD/YYYY)** 10/27/2004

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

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<td>INSURER B: Transportation Ins. Co.</td>
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<tr>
<td>INSURER C: Continental Casualty Company</td>
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<td>INSURER D: American Casualty</td>
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<td>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**CERTIFICATE HOLDER IS ADDITIONAL INSURED ON THE GL & AUTO AS PER WRITTEN CONTRACT.**

**CERTIFICATE HOLDER**

DALLAS COUNTY PURCHASING DEPT
623 RECORDS BLDG FLOOR 6
DALLAS, TX 75202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DALLAS COUNTY PURCHASING DEPT
623 RECORDS BLDG FLOOR 6
DALLAS, TX 75202

**ACORD 25 (2001/08) FAX: (214)653-7878**

**ACORD CORPORATION 1988**
November 9, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: RFP No. 2005-003-1579, Annual Contract for Psychological Screening and Counseling Services for Law Enforcement Personnel

BACKGROUND/ISSUE

On October 4, 2004, the Purchasing Department opened proposals received for RFP No. 2005-003-1579, Annual Contract for Psychological Screening and Counseling Services for Law Enforcement Personnel. Two (2) proposals were received, evaluated and scored by the evaluation committee which consisted of three (3) representatives from the Sheriff’s Department and one (1) representative from the Human Resources Department. The Dallas County MWBE Coordinator evaluated and scored the MWBE section of the proposals. The proposals were evaluated and scored based on information contained in the proposals using the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
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</thead>
<tbody>
<tr>
<td>A. Cost of Service</td>
<td>0-30</td>
</tr>
<tr>
<td>B. Program Content</td>
<td></td>
</tr>
<tr>
<td>1. Pre-employment psychological screening</td>
<td>0-25</td>
</tr>
<tr>
<td>2. Psychological health maintenance</td>
<td>0-25</td>
</tr>
<tr>
<td>3. Training/education</td>
<td>0-25</td>
</tr>
<tr>
<td>4. Criminal profile development</td>
<td>0-25</td>
</tr>
<tr>
<td>C. Operational experience in field of police psychology</td>
<td>0-30</td>
</tr>
<tr>
<td>D. MWBE</td>
<td>0-15</td>
</tr>
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</table>

The two (2) firms who responded to the RFP are S.A. Somdevilla, Ph.D. and John Lehman, Ph.D. and Associates. The scores are as follows:

<table>
<thead>
<tr>
<th>Sections A-C</th>
<th>MWBE</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td>John Lehman, Ph.D. and Associates</td>
<td>76</td>
<td>3</td>
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<tr>
<td>S.A. Somdevilla, Ph.D.</td>
<td>70.50</td>
<td>3</td>
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</table>

The highest rated firm, John Lehman, Ph.D. and Associates, is being recommended for award.
FINANCIAL IMPACT

The cost for services provided will be:
Pre-employment screening .............................................. $140 per applicant
Psychological counseling................................................. $90 per occurrence
Fitness for duty evaluations ........................................... $350 per evaluation
Training/Post deadly force trauma evaluations .............. $50 per hour

The total cost of services will depend on how many new applicants are screened, how many law enforcement personnel (and their families) are counseled and how many law enforcement personnel undertake fitness for duty, training and post deadly force trauma evaluations. The current contract with Somodevilla pays $2,200 per month regardless of how many law enforcement personnel use the services. This new contract will pay for actual services provided.

RECOMMENDATION

It is the recommendation of the Purchasing Department and the Evaluation committee that the Commissioners Court award RFP No. 2005-003-1579, Annual Contract for Psychological Screening and Counseling Services for Law Enforcement Personnel, to John Lehman, Ph.D. and Associates as the highest rated firm.

Should the Court concur with the recommendation a Court Order will be scheduled for the next regular agenda.

RECOMMENDED FOR APPROVAL

[Signature]
Phillip J. Vasquez, Purchasing Director/sm
<table>
<thead>
<tr>
<th>CRITERIA/SCORER</th>
<th>SOMODEVILLA</th>
<th>LEHMAN</th>
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<tbody>
<tr>
<td>(Cost)</td>
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<tr>
<td>Terrell</td>
<td>20</td>
<td>30</td>
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<td>Randall</td>
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<td>30</td>
<td>20</td>
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<tr>
<td>Batie</td>
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<td>(Program)</td>
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<tr>
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<td>Randall</td>
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<td>19</td>
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<tr>
<td>Batie</td>
<td>25</td>
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<td><strong>23.50</strong></td>
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<td>(Experience)</td>
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<tr>
<td><strong>Totals</strong></td>
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**MMBE**

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<td><strong>73.50</strong></td>
<td><strong>79</strong></td>
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</table>
SCORING SHEET FOR RFP NO. 2005-003-1579

John Lehman Ph.D. + Associates

1. COST OF SERVICES (0-30)

30

2. PROGRAM CONTENT (0-25)

- Pre-employment screening

-Psychological health maintenance

_Training/Education

-Criminal profile development

25

3. OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)

25

SCORER: Bart F. Terrell
INTERNAL AFFAIRS DIVISION
1. **COST OF SERVICES (0-30)**
   
   ![Signature]
   
   Best value for the money
   Overall

2. **PROGRAM CONTENT (0-25)**
   
   - Pre-employment screening
   
   - Psychological health maintenance
   
   - Training/Education
   
   - Criminal profile development
   
   ![Signature]
   
   Clear and concise

3. **OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)**
   
   ![Signature]
   
   Very experienced
SCORING SHEET FOR RFP NO. 2005-003-1579

John Lehman

1. COST OF SERVICES (0-30)
   
   20

2. PROGRAM CONTENT (0-25)
   - Pre-employment screening
   - Psychological health maintenance
   - Training/Education
   - Criminal profile development
   
   19

3. OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)
   
   25

Jesse Herrera
SCORER
1. **COST OF SERVICES (0-30)**

   \[25\]

2. **PROGRAM CONTENT (0-25)**

   - Pre-employment screening \[5\]
   - Psychological health maintenance \[10\]
   - Training/Education \[10\]
   - Criminal profile development \[0\]

3. **OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)**

   \[15\]

---

**SCORER**

\[S. Baker\]
SCORING SHEET FOR RFP NO. 2005-003-1579

S.A. Somodevilla Ph.D.

1. COST OF SERVICES (0-30)
   
   20

2. PROGRAM CONTENT (0-25)
   
   - Pre-employment screening
     
     5
   
   - Psychological health maintenance
     
     _
   
   - Training/Education
     
     _
   
   - Criminal profile development
     
     _

3. OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)
   
   30

SCORER

Bart F. Terrell

INTERNAL AFFAIRS DIVISION
SCORING SHEET FOR RFP NO. 2005-003-1579

1. **COST OF SERVICES (0-30)**
   - 26: Cheaper on pre-employment screening. Unclear on exactly how what will be provided.

2. **PROGRAM CONTENT (0-25)**
   - Pre-employment screening: 10
   - Psychological health maintenance: Not all aspects clearly covered
   - Training/Education
   - Criminal profile development

3. **OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)**
   - 30: Very experienced

SCORER:

Signature: [Signature]

Date: [Date]
SCORING SHEET FOR RFP NO. 2005-003-1579

S.A. Somodevilla

1. **COST OF SERVICES (0-30)**
   
   30

2. **PROGRAM CONTENT (0-25)**
   - Pre-employment screening
   - Psychological health maintenance
   - Training/Education
   - Criminal profile development

3. **OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)**
   
   30

Jesse Herrera
SCORER
SCORING SHEET FOR RFP NO. 2005-003-1579

1. COST OF SERVICES (0-30)

   30

2. PROGRAM CONTENT (0-25)
   - Pre-employment screening  10
   - Psychological health maintenance  10
   - Training/Education  3
   - Criminal profile development  2

3. OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)

   25

SCORER
MEMORANDUM

DALLAS COUNTY SHERIFF’S OFFICE
Internal Affairs Division

Date: October 13, 2004

To: Tim Randall, Captain, Human Resources Division

From: Bart Terrell, Lieutenant, Internal Affairs Division

Subj: Review of Bid Proposals for Psychological Services for Law Enforcement

I have reviewed proposals from the two vendors that bid to provide psychological services for Dallas County. I have graded each according to the Scoring Sheets provided which are attached. I am providing my opinions and reasoning that determined my scoring of each below:

COST OF SERVICES (0-30)

S. A. Somodevilla, Ph.D	Score: 20
John Lehman, Ph.D	Score: 30

Reasoning: Lehman and Associates complies with all requirements regarding services to Dallas County. Lehman separates Psychological “Fitness for Duty” evaluations from standard Health Maintenance counseling. As someone who works with employees with behavioral cause issues I recognize the difference between someone who may need some counseling and someone who needs a comprehensive “Fitness for Duty” evaluation. Lehman submits an additional fee of $350.00 for this evaluation. Past experience would dictate that the need for a “fitness for duty” evaluation occurs one or two times a year. This would make the overall cost minimal for this service. Somodevilla’s fee of $50.00 for psychological health maintenance seems too low to provide proper service to fulfill the requirements of the contract. Somodevilla’s bid of $125.00 per applicant vs Lehman’s Bid of $140.00 per applicant would appear to benefit Somodevilla until one looks into his actual bid proposal. In my opinion his low bid does not equate to required service.

PROGRAM CONTENT (0-25)

S. A. Somodevilla Ph.D	Score: 5
John Lehman Ph.D	Score: 25

Reasoning: Lehman and Associates agree in writing to provide and perform all services as required by the contract. They detail the battery of psychological instruments and forms they would utilize when evaluating applicants. Somodevilla’s proposal does not comply with the requirements under Pre-employment Psychological Screening. Presently, Somodevilla has Sheriff’s personnel administer and grade the Minnesota Multi Phasic Personality Inventory (MMPI) test to applicants. Sheriff’s personnel provide the results of the test to Somodevilla for his evaluation along with the one on one
Review of Bid Proposals
Psychological Services
Page Two

Interview with the applicant. Historically, Somodevilla spends less than five minutes evaluating the applicant. The contract requires that the vendor shall provide the written assessment of the applicant based on a minimum of 4 different written tests or assessments. Somodevilla's proposal does not state that he will comply with this requirement. His only statement regarding pre-employment evaluations is that he has done "several thousand" of them. It appears that he wants to continue performing using the same procedures he has utilized in the past. I make this determination of his intent of non-compliance based on his statement of compliance regarding Psychological Health Maintenance. In the first line in the proposal is "I will adhere to the requirements stipulated in Section D-II of the proposal". He makes no such statement in regards to the pre-employment screening part of the contract and makes no details indicating want of compliance.

OPERATIONAL EXPERIENCE IN POLICE PSYCHOLOGY (0-30)

S. A. Somodevilla Ph.D Score: 30
John Lehman Ph.D. Score: 25

Reasoning: Both Bidders appear to have extensive operational experience in Police Psychology and have working experience with numerous law enforcement agencies. Lehman and Associates claim to have advanced training in Critical Incident Stress Management (CISM) which is the only debriefing protocol accepted by the State of Texas. It appears that Dr. Somodevilla has extensive experience in presentations and research regarding police psychology issues. Somodevilla also states he is trained in (CISM) and has testified in cases as an expert witness regarding police psychology.

Respectfully submitted,

Bart F. Terrell #230
Lieutenant
Internal Affairs Division
DALLAS COUNTY
PURCHASING DEPARTMENT

November 9, 2004

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Supervisor

SUBJECT: RFP – Various Insurance Policies for Dallas County, RFP #2004-092-1515

Background/Issue

On June 15, 2004, the Commissioners Court awarded the aforementioned contract to UpShaw for the period of June 15, 2004 through June 14, 2005 at a cost of $179,484.00. The contract provides various insurance coverage to multiple buildings, boiler and machinery, and electronic equipment (elections/radio) located throughout Dallas County.

In accordance with Local Government Code 262.031 (a), staff is requesting that RFP #2004-092-1515 be amended to include a $10,000,000.00 Builders Risk coverage policy for the renovation work that will be performed at the Old/Red Courthouse. As a result of cost saving measures, Dallas County intentionally omitted the builders risk policy from the renovation contract as awarded to Thomas S. Byrne, Ltd.

Financial Impact

UpShaw has agreed to provide a $10,000,000.00 builders risk coverage policy at a cost of $10,000.00 based on a $50,000.00 deductible. The term of the policy will be for an estimated 730 calendar days upon issuance.

Recommendation

In accordance with Local Government Code 262.031 (a), the Purchasing Department recommends that RFP #2004-092-1515 (as awarded to UpShaw) be amended to include a $10,000,000.00 Builders Risk policy for the renovation work being performed by Thomas S. Byrne, Ltd. at the Old Red Courthouse at a cost of $10,000.00 based on a $50,000.00 deductible.

Should the Court concur with the aforementioned recommendation, a Court Order will be placed on the next available Formal Agenda.

Recommended for Approval by:

[Signature]
Phillip J. Vasquez, Purchasing Director
November 3, 2004

TO: The Honorable Commissioners Court

FROM: Willa Roberts, Purchasing Supervisor

SUBJECT: Bid No.2004-095-1519 “Annual Contract for Law Enforcement Uniforms”

BACKGROUND/ISSUE

On July 27, 2004, CO 2004-1228, the Commissioners Court, at their regularly scheduled session, authorized Bid No. 2004-095-1519, “Annual Contract for Law Enforcement Uniforms,” item numbers 5 thru 9 and 37 thru 42 be awarded to C&G Police Supply, d.b.a. C&G Wholesale as primary contractor effective, July 27, 2004 through January 28, 2005. This contract was awarded on a six (6) month trial basis allowing Dallas County sufficient time to conduct a wear test and to evaluate response and delivery time and method.

The Sheriff’s Department, states that C&G Wholesale performance is satisfactory.

The contractor has provided Dallas County with General Liability and Automobile Insurance, but does not have Workers Compensation Insurance. This contractor does not enter onto Dallas County property, all of the work provided by C&G Wholesale, such as measurements and alterations are done at their facilities and are picked up by the officers.

FINANCIAL IMPACT:

The estimated dollar value of this contract is $136,775.00 per year.

RECOMMENDATION:

It is the recommendation of the Purchasing Department that the Workers Compensation Insurance be waived for Bid No. 2004-095-1519 “Annual Contract for the Purchase of Law Enforcement Uniforms” for the life of the contract, and that all funds currently being held by the auditors office be released for payment.

Should the Commissioners Court concur with the recommendation, a Court Order will follow on the next regular agenda.

Approved by:

[Signature]
Phillip J. Vasquez - Purchasing Director
**ACORD INSURANCE BINDER**

**PRODUCER**
Davis-Dyer-Max, Inc.
Member of the Insurers Group
P.O. Box 495429
Garland, TX 75049

**COMPANY**
Wilshire Insurance Co.

**BINDER #**
B04092714215

**DATE**
09/27/2004

**INSURED**
C & G Police Supply & C & G Wholesale
10354 Miller Road
Dallas, TX 75238

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<td><strong>EXCESS LIABILITY</strong></td>
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Binder issued pending receipt of policy from company. Subject to policy terms, conditions, limitations & applicable exclusions.

**NAME & ADDRESS**

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Authorized Representative
Raymon Dyer/SR

**ACORD 75-S (1/98)**

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE ©ACORD CORPORATION 1993
**ACORD INSURANCE BINDER**

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

**PRODUCER**
Davis-Dyer-Max, Inc.
a Member of the Insurers Group
P.O. Box 495429
Garland, TX 75049

**COMPANY**
Underwriters @ Lloyds

**BINDER #**
804092714218

**DATE**
09/27/2004

**CODE**

**SUB CODE**

**AGENCY CUSTOMER ID**
00002235

**INSURED**
C & G Police Supply & C & G Wholesale
10354 Miller Road
Dallas, TX 75238

See additional locations on supplemental report

**COVERAGES**

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<td>MED EXP (Any one person)</td>
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<td>PRODUCTS - COMMODITY</td>
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</tbody>
</table>

**AUTOMOBILE LIABILITY**

<table>
<thead>
<tr>
<th>TYPE OF LIABILITY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMBINED SINGLE LIMIT</td>
<td>$</td>
</tr>
<tr>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
</tr>
<tr>
<td>BODILY INJURY (Per accident)</td>
<td>$</td>
</tr>
<tr>
<td>PROPERTY DAMAGE</td>
<td>$</td>
</tr>
<tr>
<td>MEDICAL PAYMENTS</td>
<td>$</td>
</tr>
<tr>
<td>PERSONAL INJURY PROT</td>
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<tr>
<td>UNINSURED MOTORIST</td>
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**GARAGE LIABILITY**

<table>
<thead>
<tr>
<th>TYPE OF LIABILITY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTO ONLY - EA ACCIDENT</td>
<td>$</td>
</tr>
<tr>
<td>OTHER THAN AUTO ONLY: EACH ACCIDENT</td>
<td>$</td>
</tr>
<tr>
<td>AGGREGATE</td>
<td>$</td>
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**EXCESS LIABILITY**

<table>
<thead>
<tr>
<th>TYPE OF LIABILITY</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>EACH OCCURRENCE</td>
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<tr>
<td>AGGREGATE</td>
<td>$</td>
</tr>
<tr>
<td>SELF INSURED RETENTION</td>
<td>$</td>
</tr>
<tr>
<td>WC STATUTORY LIMITS</td>
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<tr>
<td>EL EACH ACCIDENT</td>
<td>$</td>
</tr>
<tr>
<td>EL DISEASE - EA EMPLOYEE</td>
<td>$</td>
</tr>
<tr>
<td>EL DISEASE - POLICY LIMIT</td>
<td>$</td>
</tr>
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</table>

**NAME & ADDRESS**

MORTGAGEE
LOAN PAYEE
ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE
Raymon Dyer/SR

**NOTE:** IMPORTANT STATE INFORMATION ON REVERSE SIDE

©ACORD CORPORATION 1993

p.3 2143436030 5c6 Wholesal 06c 28 04 10:33 a
2003 CHEV SUBURBAN
Coverages

A LIABILITY
BODILY INJURY LIABILITY
PROPERTY DAMAGE LIABILITY
PERSONAL INJURY PROTECTION
UNINSURED AND UNDERINSURED MOTORISTS - BODILY INJURY
PROPERTY DAMAGE

DAMAGE TO YOUR AUTO
OTHER THAN COLLISION
(COMPREHENSIVE)
AUTOMOBILE THEFT PREVENTION AUTHORITY FEE

VEHICLE ENDORSEMENTS 530A
COS FAYEE-GMAC

1995 CHEV SUBURBAN
Coverages

A LIABILITY
BODILY INJURY LIABILITY
PROPERTY DAMAGE LIABILITY
PERSONAL INJURY PROTECTION
UNINSURED AND UNDERINSURED MOTORISTS - BODILY INJURY
PROPERTY DAMAGE

AUTOMOBILE THEFT PREVENTION AUTHORITY FEE

VEHICLE CLASSIFICATIONS

Premium Is Based On:

GENERAL CLASS. PASSenger
APPLIED DISCOUNT: MULTI CAR
AGED 50 - 64
LONG TERM
HOME & CAR

SPECIAL RATING: UTILITY VEHICLE
RATING SYMBOLS 014-014 00
November 3, 2004

TO: The Honorable Commissioners Court
FROM: Willa Roberts, Purchasing Supervisor
SUBJECT: The award to a Single Bidder, Bid Number: 2005-010-1586 “Annual Contract for the Purchase of Mattress Refurbishing Material and Supplies”

BACKGROUND/ISSUE

Dallas County Commissioners Court, authorized Bid Number 2005-010-1586 “Annual Contract for the Purchase of Mattress Refurbishing Material and Supplies,” to be opened on October 18, 2004.

There was only one bid received from Chemtick Coated Fabrics, for item number one (1). Chemtick Coated Fabrics is the current contractor and their bid prices did not increase.

There were three items listed on Bid No. 2005-010-1586 as follows:
- Item one. Mattress Ticking Fabric
- Item two. Inner Lining
- Item three. Cotton Batting

Chemtick Coated Fabrics bid item number one (1) only, there were no bids received for items two & three. Items two and three will be scheduled for immediate rebid.

Several companies were contacted regarding their interest in responding to a rebid.

The following companies replied:

- FiberCo, Inc.
- Fred Clark Felt

Stated they would like to bid items 2 and 3

FINANCIAL IMPACT:
The combined estimated dollar amount for items two and three, based upon the prior year expenditure is $25,638.30.

RECOMMENDATION:
The Purchasing Department in conjunction with the Sheriff’s Department recommends that Bid No. 2005-010-1586 “Annual Contract for the Purchase of Mattress Refurbishing Material and Supplies,” item number one (1) only be awarded to Chemtick Coated Fabrics the single bidder, for an estimated amount of $40,875.00.

Should the Commissioners Court concur with the recommendation, Bid No. 2005-010-1586, “Annual Contract for the Purchase of Mattress Refurbishing Material and Supplies,” item number one (1) only will be recommended for an award to Chemtick Coated Fabrics for the estimated amount of $40,875.00 and will be scheduled for an award on the next court agenda.

Approved by:

Philip J. Vasquez, Purchasing Director

cc: Capt. Daberko
<table>
<thead>
<tr>
<th>MALE</th>
<th>WHITE</th>
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<th>NATIVE AMER.</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official/Manager</td>
<td>2</td>
<td></td>
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<tr>
<td>Professionals</td>
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<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Office/Clerical</td>
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<td>Operatives (Semi Skilled)</td>
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<table>
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<tbody>
<tr>
<td>Official/Manager</td>
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<tr>
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CHECK ONE:  
- Minority-Owned Firm Certification #  
- Women-Owned Firm Certification #  
- Non-Minority Owned Firm

Issued by: NCTRCA  
Signature/Date:  
Typed Name and Title: Richard Cohen - VP
November 3, 2004

TO: The Honorable Commissioners Court

FR: Robbie Placino, Senior Buyer

SUBJECT: Extension for Annual Contract for Rubber Stamps

BACKGROUND/ISSUE

On October 21, 2003, the Commissioners Court awarded Bid# 2004-004-1420, "Annual Contract for Rubber Stamps" to Worsham Corporation dba Arrow Rubber Stamps. The contract provides for a term of one-year period with the option to extend for four additional twelve month periods based on the original price, terms and conditions of the contract. Worsham Corporation dba Arrow Rubber Stamps, Inc. has agreed to extend the contract for the first additional twelve month period as provided in the original contract price, terms and conditions.

FINANCIAL IMPACT

The estimated annual cost based on last year’s usage is $19,605.59.

RECOMMENDATION

The Purchasing Department recommends the extension of Bid #2004-004-1420, "Annual Contract for Rubber Stamps" as awarded to Worsham Corporation dba Arrow Rubber Stamps for an additional twelve month period beginning October 21, 2004 through October 20, 2005.

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

RECOMMENDED FOR APPROVAL:

[Signature]
Phillip J. Vasquez, Purchasing Director
November 9, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Cancel Bid No. 2002-081-1101, Annual Contract for Random Drug and Alcohol Testing Services

BACKGROUND/ISSUE

On February 10, 2004 the Commissioners Court extended the aforementioned contract as awarded to MedAlert Industrial Health for the period of March 21, 2004 through March 20, 2005. This contract provides for the following categories of testing for drugs and alcohol: random, DOT pre-employment, reasonable suspicion, post accident and promotion/demotion. For random testing, MedAlert randomly selects county employees for testing; then MedAlert goes on site to collect the specimen samples to be tested. For all other categories of testing, county employees go to a MedAlert facility to provide specimen samples. During the past six months, MedAlert’s performance has decreased to a level that the Human Resources Department is requesting that the contract be cancelled. Specifically, MedAlert can no longer produce a random list of employees and drug screens have been mis-routed which could potentially expose confidential information. On August 24, 2004, the Human Services Department sent a letter to MedAlert requesting that these problems be immediately corrected within thirty (30) days or there would be a recommendation to cancel the contract. As of this date, there has been no corrective action taken by MedAlert.

Human Services has identified another vendor (Concentra) who can provide all the categories of drug testing except random. The cost for these tests are the same MedAlert charged except for a $3 increase for alcohol testing. If the contract is canceled, Concentra would be issued a purchase order to cover about two months while a new bid is solicited and awarded. During this two-month period, there would be no random drug testing provided by a vendor.

FINANCIAL IMPACT

The financial impact for canceling this contract is minimal. It is estimated that the county could experience an increase in cost of about $100-$200 over a two month period.

RECOMMENDATION

The Purchasing Department, in conjunction with the Human Services Department, recommends that the Commissioners Court cancel Bid No. 2002-081-1101, Annual Contract for Random Drug and Alcohol Testing Services, with MedAlert Industrial Health effective November 16,
2004 and prohibit MedAlert Industrial Health from participating in Dallas County Bid/Contract opportunities for thirteen (13) months from November 16, 2004 through December 15, 2005; and authorize the Purchasing Department to advertise and solicit a new bid and issue a purchase order to Concentra until such time that a new contract can be solicited and awarded.

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

RECOMMENDED FOR APPROVAL

[Signature]

Phillip J. Vasquez, Purchasing Director/sm
August 24, 2004

Dr. Joseph Osei
MedAlert Industrial Health
6450 Brentwood Stair Rd.
Fort Worth, Texas 76112

RE: Bid No. 2002-81-1101

Dear Dr. Osei:

As you discussed with the County Risk Manager, Jim Gresham, the turmoil surrounding the situation with your company is causing serious concern in our office. Drug screens are being misrouted, potentially exposing confidential information to others who do not have a need to know the information. Random drug tests have to wait while someone figures out how to pull a random list of our employees from your computer. Our entire program is on hold while your corporate battle continues. What was once a well run, responsive organization is now confused and non-responsive.

Per the specifications in the referenced bid, if the situation cannot be rectified in the next 30 days, Dallas County will have no choice but to cancel the contract and rebid. MedAlert would then be excluded from the competition for a period of one year.

I urge you to bring your company together with all due speed. We have enjoyed our relationship for the last several years and would like for it to continue.

Sincerely,

Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service
November 9, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Hiring a Temporary Database Software Analyst as a Professional Service

BACKGROUND/ISSUE

The District Clerk has a requirement to hire a temporary database software analyst to replace another employee who will be pulled from their regular duties to assist in the implementation of the Civil Courts project. This position was briefed in Commissioners Court on September 14, 2004. This individual needs to be hired as soon as possible, so this brief is requesting that the hiring be done as a professional service. The District Clerk has identified a certified minority firm, Force V Technologies, who can provide qualified resumes of individuals for the District Clerk to consider. It is believed that this approach will provide the best talent to assist the District Clerk.

FINANCIAL IMPACT

Funding of $28,102 was approved and allocated for this position out of the Major Technology Fund.

RECOMMENDATION

The Purchasing Department, in conjunction with the District Clerk, recommends that Force V Technologies be issued a purchase order for professional services to provide a database software analyst for the District Clerk in an amount not to exceed $28,102.

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

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director/sm

509 Main Street, Suite 623

6th Floor Records Building  

Dallas, Texas 75202-4616  

Office (214) 653-7431
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: November 3, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: Dependent Care Spending Account Limit for Highly Compensated Employees

Background
The administrator of the County’s Flexible Spending Account plan, FlexBen Corporation, performed non-discrimination testing of the County’s plan during the third quarter of Plan Year 2004. Non-discrimination testing, as required by Section 125 of the Internal Revenue Code, is designed to ensure that highly compensated employees ($90,000+) do not receive a higher level of benefits by tax advantages offered through the use of a cafeteria plan. All tests performed initially passed, with the exception of the Dependent Care 55% Average Benefits Test.

PEBC and its benefits consultant, Towers Perrin, recommended a lower-risk solution to correct the failed test. Their recommendation, as it was last year, is to reduce the annual maximum Dependent Care Spending Account by $250.00 for each highly compensated employee ($90,000+ annually). This will result in a maximum allowable contribution of $4,750.00 annually for the six (6) affected employees.

Impact on Operations
This action will help ensure compliance with all applicable federal statutes.

Financial Impact
There is no financial impact to the County. The six affected employees will contribute $250.00 less annually or $9.62 less biweekly to their Dependent Care Spending Accounts.

Recommendation
The Human Resources/Civil Service Department recommends the Commissioners Court approve reducing the amount that highly compensated employees ($90,000+ annually) may contribute to their Dependent Care Spending Accounts by $250.00, for an annual maximum of $4,750.00.

Recommended by: [Signature]
Mattye Mauldin-Taylor, Ph.D.
November 2, 2004

To: Commissioners Court

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

Subject: Rationale for Briefing and Court Order on Same Day

Presenting the Briefing and Court Order on the same day for approval of Medical Benefits Stop Loss Insurance for the County’s self-insured Medical Program will allow processing of the application for the 2005 policy to proceed and assure that the policy is in place prior to January 1, 2005.
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: November 3, 2004
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: Medical Benefit Stop Loss Insurance

Background
The renewal for stoploss insurance for Dallas County’s self-insured medical benefits is due January 1, 2005. Currently, the County has a specific deductible of $300,000 per claim with an aggregate deductible of $155,000. Maintaining the specific deductible amount at $300,000 per claim and increasing the aggregate deductible to $163,000 for Plan Year 2005 would increase the premium an estimated 4.6% or $19,900, for a total premium of $448,857, as shown in Option 1 of the Attachment.

Elected higher specific deductibles, as shown in Options 2 and 3, can negate any premium increase. However, higher deductibles may expose the County to greater expense if claims exceed those levels. The County’s five-year history of premium and stop loss reimbursement is shown in the following chart.

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>2000</th>
<th>2001</th>
<th>2002</th>
<th>2003</th>
<th>2004</th>
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<td>$242,613</td>
<td>$359,409</td>
<td>$338,404</td>
<td>$532,219</td>
<td>$428,957 (est.)</td>
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<tr>
<td>Stop Loss Receipt</td>
<td>$167,206</td>
<td>$628,767</td>
<td>$18,924</td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

This year’s claims experience suggests one claim may exceed our current deductible and we do not expect that this year’s stop loss receipts will exceed any premium savings. Therefore, Human Resources recommends Option 1 for Plan Year 2005.

Impact on Operations
There is no anticipated impact on operations.

Financial Impact
All options have been discussed with the Office of Budget and Evaluation, with Option 1 recommended as the best opportunity to limit the County’s financial loss exposure. The estimated $448,857 premium for Option 1 in the Attachment is budgeted in, and will be paid from, the Benefit Trust.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the renewal of the stop loss insurance for the County’s self-insured Medical Benefits Program, with a $300,000 deductible per claim and a specific aggregate deductible of $163,000, and authorize the County Judge to sign the renewal application on behalf of the County.

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

Attachment
501 Main Street
Records Building
Dallas, Texas

Equal Opportunity Employer
214.653.7638

Q:\Briefings\2005\PEBC\2005 Stoploss Renewal - American Fidelity 110904.doc
<table>
<thead>
<tr>
<th>Dallas County - AGGREGATING SPECIFIC DEDUCTIBLE</th>
<th>Option 3 2005-2006 Deducible</th>
<th>2006-2007 Deducible</th>
<th>Change to Deducible</th>
<th>2004%</th>
<th>2005%</th>
<th>2006%</th>
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<tbody>
<tr>
<td>Current Deducible</td>
<td>$300,000</td>
<td>$275,000</td>
<td>$235,000</td>
<td>-9.6%</td>
<td>-10.4%</td>
<td>-11.4%</td>
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<tr>
<td>Eligibility Census 80/104</td>
<td>3254</td>
<td>3254</td>
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<td>3254</td>
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<tr>
<td>Specific Deducible</td>
<td>$200,000</td>
<td>$180,000</td>
<td>$160,000</td>
<td>10.0%</td>
<td>9.0%</td>
<td>8.0%</td>
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<td>Composite Specific Rate</td>
<td>$8.00</td>
<td>$7.14</td>
<td>$6.28</td>
<td>10.0%</td>
<td>9.0%</td>
<td>8.0%</td>
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<tr>
<td>Aggregate Specific Deducible</td>
<td>$155,000</td>
<td>$149,000</td>
<td>$143,000</td>
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<td>3.9%</td>
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<tr>
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<td>$407,479</td>
<td>$371,223</td>
<td>$334,574</td>
<td>-6.6%</td>
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<td>-5.2%</td>
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<td>Specific Lifetime Maximum (per person)</td>
<td>$1,675,000</td>
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<td>$1,525,000</td>
<td>4.3%</td>
<td>4.0%</td>
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<td>$1,700,000</td>
<td>$1,700,000</td>
<td>$1,700,000</td>
<td>-10.0%</td>
<td>-10.0%</td>
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<td>Aggregate Composite Factor</td>
<td>$747,61</td>
<td>$747,61</td>
<td>$747,61</td>
<td>-10.0%</td>
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<tr>
<td>Aggregate Rate Per EE</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>-10.0%</td>
<td>-10.0%</td>
<td>-10.0%</td>
</tr>
<tr>
<td>Minimum Attachment Point at 80/1</td>
<td>$29,082,087</td>
<td>$28,491,015</td>
<td>$27,905,657</td>
<td>-1.5%</td>
<td>-1.0%</td>
<td>-0.5%</td>
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<tr>
<td>Eligency Premium Reimbursement</td>
<td>$1,000,000</td>
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<td>$1,000,000</td>
<td>-10.0%</td>
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<tr>
<td>Premium Medium</td>
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<td>$41,378</td>
<td>$39,670</td>
<td>-4.0%</td>
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<td>Total Specific Aggregate Premium</td>
<td>$429,957</td>
<td>$417,545</td>
<td>$405,131</td>
<td>-3.2%</td>
<td>-3.0%</td>
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<tr>
<td>Total Premium Monthly</td>
<td>$337,746</td>
<td>$325,405</td>
<td>$313,061</td>
<td>-3.2%</td>
<td>-3.0%</td>
<td>-2.8%</td>
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</tbody>
</table>

All coverage basis is 12/15, rates and quote subject to claims activity thru 11/30.

**Minimum Attachment Point is 12 x the aggregate monthly factor x # of covered units based on effective date actual enrollment, (2005 adjusted for CSCD)**
November 3, 2004

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Texas Statewide Automated Victim Notification System (SAVNS)

Background of Issue
In August of last year, the County moved from the State Automated Victim Notification Pilot Study system to the Texas Statewide Automated Victim Notification System (SAVNS). This is a system which notifies victims of changes in offender status and associated court events.

The County moved from the pilot system to the new system without incident and the new system has functioned without significant problems. Participation in the system must be renewed on an annual basis. Staff received the renewal documents from the Attorney General the last week of October and from Appriss, the system provider, on November 2, 2004.

Impact on Operations
This year, as last year, two separate agreements are required. The first is a service agreement with Appriss for renewal of the maintenance agreement. The second is a grant contract with the State for reimbursement of funds. Copies of both are attached. Actions required of the County as specified in paragraph 3.3 of the grant contract will be performed by the Director of Communications & Central Services.

Financial Impact
Full funding for the system is provided through the Office of the Attorney General, Victim Services Division. The County will pay the system provider and be reimbursed by the State. Renewal costs are $124,022. Funds are available in department 1023.

Legal Consideration
Copies of the Service Agreement and Grant Contract were reviewed and approved last year by the Civil section of the District Attorney’s Office. Copies of this year’s renewal documents were provided for review and comment.

Recommendation
Continue participation in the Texas Statewide Automated Victim Notification System.

CT/sh

509 Main Street  •  Suite 608  •  Dallas, Texas 75202
October 12, 2004

The Honorable Margaret Keliher
Dallas County Judge
411 Elm Street, Suite 250
Dallas, Texas 75202

Dear Judge Keliher:

On behalf of the Attorney General we are pleased that Dallas County is continuing its participation in this worthwhile statewide program. Texas VINE provides an invaluable safety net for crime victims and an important communication tool for criminal justice professionals.

Enclosed you will find the following documents:

☐ Texas VINE Maintenance Contract (3 copies) - You must sign all three grant contracts.

☐ A copy of the R-01 from Appriss

All three maintenance contracts must be signed and returned to us in a complete package. Upon approval, an executed copy of the contract will be returned to you along with instructions on the proper billing process. The R-01 is sent for your files.

Thank you for your on-going support of Texas VINE. If you have any questions, please contact Dr. Gary Walker at 512-936-1236 or by e-mail at gary.walker@oag.state.tx.us.

Sincerely,

Herman Millholland, Director
Crime Victim Services Division

Enclosures (4)
MAINTENANCE CONTRACT

THIS GRANT CONTRACT, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into as of the 1st day of September, 2004 by and between Dallas County hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

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

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to reimburse COUNTY for certain cost incurred in the participation in a statewide crime victim notification service.

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for services delivered to COUNTY by the vendor certified by the OAG to provide such standard statewide services. The certification and the certification process is documented in that certain document dated November 22, 2002, as subsequently renewed, entitled: Vendor Certification for the Statewide Automated Victim Notification Service (SAVNS). This document is hereinafter referred to as the 'Certification' is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas (hereinafter 'Certified Vendor').

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for the COUNTY to be eligible for cost reimbursement by the OAG.

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 Services Contract. COUNTY will execute or amend, as appropriate, a services contract with the Certified Vendor to provide services consistent with the Certification
document. The COUNTY services contract will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the Scope of Services section herein. For the convenience of COUNTY, a template services contract may be made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services contract to protect the interest of the COUNTY and to assure that the services will be delivered according the Certification document.

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan.

2.3 Maintenance Plan. COUNTY will prepare and maintain a maintenance plan that at a minimum is designed to:

1. make available offender information that is timely, accurate and relevant to support the victim notification services;
2. verify the Certified Vendor’s performance according to the COUNTY services contract;
3. satisfactorily discharge such COUNTY obligations as described in the COUNTY services contract.
4. identify and commit of staff resources and equipment necessary to maintain the Services as further described herein;

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor’s performances.

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) the COUNTY Deliverables. The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis. The Statewide Deliverables may be modified from time to time by the OAG upon the recommendation of the Statewide Stakeholders Committee. The Statewide Deliverables include:
S-01 Service Specification
S-02 Questionnaire Template
S-03 Statewide Implementation Plan
S-04 Stakeholder Communication Plan
S-05 Call Center Infrastructure
S-06 County Implementation Plan Template
S-07 Web Sites(s)
S-08 Statewide Promotions Package
S-09 Internal Test Guide
S-10 Statewide Implementation Status Reports
S-11 Service Level Standards
S-12 Service Performance Reports
V-01 Vendor Certification

The Statewide Deliverables are incorporated herein by reference.

3.2 COUNTY Deliverables. The COUNTY deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY deliverables include:

C-02 County Implementation Plan
C-03 County Infrastructure
C-04 Application Interface
C-05 Customer Verification Plan
C-06 County Support Document
C-07 County Promotions Package
C-08 Production Notice
C-09 County Web Access

County will implement these deliverables through the COUNTY services contract. After these deliverables are completed and approved by COUNTY, these COUNTY Deliverable are incorporated herein by reference.

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11 Service Level Standards and the COUNTY services contract. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. In addition to the requirements in the COUNTY services contract to inspect, monitor and verify the performances required of the Certified Vendor.

The COUNTY will:

1. Each month, inspect, monitor and verify the performances required within Section 4 of the Appriss Service Agreement and Sections 2 and 3 of the OAG
Grant Contract.

2. Register for, verify, record and file at least eight information and notification events each month. At least three of those events must be notifications and all must include court information if available.

3. Verify that the County input data (the jail and court data elements used by the Appriss system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

4. Establish a County VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.

5. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.

6. The County Judge may delegate the responsibility for assuring these activities are accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

7. Allow on-site monitoring visits to be conducted by OAG staff or it's authorized representative.

3.4 XML Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including but not limited to an XML extract) as requested by the OAG.

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the 'Scope of Work'. As a condition of reimbursement, County agrees to faithfully, timely and in a good and workman like manner implement and maintain the services in compliance with the Scope of Work.
4. REIMBURSEMENT

4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, for reimbursement of all expenses, if any, as set forth in this Agreement, and all liability arising out of any act or omission shall not exceed ONE HUNDRED TWENTY-FOUR THOUSAND TWENTY-TWO AND NO/100 ($124,022) DOLLARS. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties acknowledge, stipulate and agree that funding for this Agreement is subject to the actual receipt and availability of grant funds appropriated to the Office of the Attorney General and such funds are sufficient to satisfy all of OAG’s duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further understand, acknowledge, stipulate and agree that the grant funds, if any, received from the Office of the Attorney General are limited by the term of each state biennium and by specific appropriation authority to the Office of the Attorney General for the subject matter of this Agreement.

4.2 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that: (1) reimbursement from grant funds is not an entitlement or right; and (2) it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless the COUNTY strictly complies with all terms, conditions, and provisions of this Agreement. COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract.

4.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitations in Section 4.1, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable UGMS cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state pass-through funds from the Crime Victims Compensation Fund. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:
<table>
<thead>
<tr>
<th>Cost Principles</th>
<th>Administrative Requirements</th>
<th>Audit Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>OMB A-87 as modified by UGMS</td>
<td>OMB A-102 as modified by UGMS</td>
<td>OMB A-133 as modified by UGMS</td>
</tr>
<tr>
<td>Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783</td>
<td>Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783</td>
<td>Texas State Single Audit Circular</td>
</tr>
</tbody>
</table>

Copies of these documents referenced above will be provided to the COUNTY by OAG upon request and these documents are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If the COUNTY expends $500,000 or more in state financial assistance during its fiscal year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If the COUNTY is expending less than $500,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

In procuring any audit services required by this contract and/or by law, the COUNTY
shall comply with applicable procurement statutes, as well as any requirements found in UGMS regarding such procurement.

The COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

a. thirty (30) days after the issuance of the audit report;

b. within nine (9) months after the end of the audited fiscal year for those COUNTY whose fiscal year begins on or after October 1.

The COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and or the OAG.

4.4 Reimbursement; COUNTY Service Contract. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Service Contract.

4.5 Advance Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG may provide limited, advance funding to COUNTY, if the COUNTY justifies in writing that advance funding is required for implementation.

The OAG may provide advance funding to COUNTY in an amount equal to the annual maintenance cost no sooner than thirty (30) calendar days prior to the annual maintenance cost becoming due and payable under the COUNTY Service Contract.

The COUNTY must submit an invoice to the OAG specifically requesting an advance funding, the amount of the payment and the invoice must state the date annual maintenance cost is due and payable. The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY needs to receive the funding.

5. Invoice for Reimbursable Cost

5.1 Form of Invoice. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.
Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement in regards to the Crime Victim Services Division, Victim Notification Services Grants.

The invoices must be submitted to:

Attn.: Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

5.2 Timing of Invoice. The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

5.3 Direct Deposit. The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller’s Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller’s Office, payment will be remitted by direct deposit, and the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

5.4 Excess Payments; Refund; Setoff. Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of request any funds the COUNTY claims and receives from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

6. AGREEMENT TERM

6.1 Initial Term. This term of this Agreement shall commence on the final approval,
execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate upon the occurrence of the later of: (1) August 31, 2005; or (2) the last day of the term for which maintenance was funded under this Agreement (for example, if the COUNTY claims reimbursement for a maintenance term of one year, the term will end on the last day of the maintenance term). No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

6.2 Renewal Term. Subject to the availability of future grant funds for this Agreement, this Agreement may be renewed for an additional period(s) to coincide with the term of future appropriations for the purposes of this Agreement. Such renewal shall be by a written amendment and executed with the same formalities as this Agreement.

7. TERMINATION

7.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

7.2 Termination for Cause. In the event that COUNTY fails to perform its obligations according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OAG may, upon written notice of default to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

7.3 Rights Upon Termination or Expiration. Upon termination of the Agreement, all work product, Deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

8. Intellectual Property. The COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, the COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is
hereby reserved to the OAG, or state government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement.

The COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state grant, if applicable. At least three (3) copies of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided to the OAG free of charge.

9. AUDIT RIGHTS; RECORDS RETENTION

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Agreement. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement.

9.2 Records Retention. COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

9.4 Access. COUNTY shall grant access to all paper and electronic records, books,
documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement.

9.5 Location. Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

9.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

10. Independent Contractor Status and General Liability Provision. COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG. All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.
11. **Publicity.** COUNTY not shall use the other OAG's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without consent from the OAG for each such use or release.

12. **Amendment.** This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized personnel of the Parties for that express purpose. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. Any attempted amendment or modification of this Agreement that does not comply with this Section will be deemed void.

13. **Non-waiver.** The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

14. **Partial Invalidity.** If any term or provision of this Agreement, or of any document incorporated herein by reference is found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. ** Entire Agreement.** This Agreement reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

18. **Governing Law; Venue.** This Agreement is made and entered into in the State of Texas, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.
Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

19. **Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.

---

**Office of the Attorney General of Texas**

DALLAS COUNTY

__________________________

County Judge: Printed Name

__________________________

Attorney General or his designee

County Judge Signature

Date:

Date:
October 28, 2004

Chris Thompson  
Dallas County  
509 Main Street, Ste. 68  
Dallas, TX 75202

Dear Chris Thompson:

This letter is to walk you through the renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period ended as of August 30, 2004. We are continuing your service while you process the necessary items for renewal.

Recently your County Judge should have received (or will be receiving shortly) your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2005. In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-01 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date. This document is for your information.
- **Service Agreement Renewal.** This agreement is between Appriss and Dallas. The cost of the renewal should agree with Exhibit R-01. Please sign this document and return to Appriss.
- **Invoice for Texas VINE Automated Victim Notification Services.** This invoice should be paid at your earliest convenience. Please Note: OAG policy is to execute Maintenance Renewal document before cutting Appriss, Inc. a Check. The amount due will not exceed the amount on the Service Agreement Renewal or the Exhibit R-01. Please understand your service period ended as of August 30, 2004, so we are asking that you please expedite this process.

If you have any questions or need additional information, please contact Chris Jones, Customer Account Representative at 800/816-0491 ext. 3856.

Sincerely,

Appriss Inc.

Colleen G. Heslin  
Sales Administrator

Enc.

**Provider of the VINE Service**
Exhibit R-01 Maintenance Renewal
Automated Victim Notification Services
Dallas County

Category ¹: Pilot - Mega

Subject to the terms and conditions included in the Agreement, this Exhibit R-01 Schedule of Payments shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2005.

<table>
<thead>
<tr>
<th>Standard Amount²</th>
<th>Discount Rate³</th>
<th>Discount Amount</th>
<th>Total Annual</th>
<th># Months to 8/31/05</th>
<th>Total Renewal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$155,028</td>
<td>20%</td>
<td>$31,006</td>
<td>$124,022</td>
<td>12</td>
<td>$124,022</td>
</tr>
</tbody>
</table>

Services After Termination. Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

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¹ based on the size category of the county listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

² based on the size category of the county and the related price listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

³ based on the number of counties participating as defined in Service Price: IV. Discounts for Annual Service of the Vendor Certification

---

Exhibit R-01 Maintenance Renewal
Service Agreement Renewal Notice

DATE: October 25, 2004
CUSTOMER NAME: State of Texas
                Office of the Attorney General
LOCATION: 509 Main Street, Ste. 68
            Dallas, TX 75202
CONTRACT NUMBER: 04-03456
PROJECT TYPE: Dallas County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: August 30, 2003
SERVICE AGREEMENT RENEWAL DATE: August 30, 2004
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 30, 2005
PROJECT PRICING: $124,022

______________  ______________________
Signature       Date                      Signature       Date

Tom Seigle
Vice-President of Government Sales

Title  
Name
Exhibit R-01 Maintenance Renewal
Automated Victim Notification Services
Dallas County
September 1, 2004 to August 31, 2005

Category ¹: Pilot - Mega

Subject to the terms and conditions included in the Agreement, this Exhibit R-01 Schedule of Payments shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount.

Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2005.

<table>
<thead>
<tr>
<th>Standard Amount²</th>
<th>Discount Rate³</th>
<th>Discount Amount</th>
<th>Total Annual</th>
<th># Months to 8/31/05</th>
<th>Total Renewal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$155,028</td>
<td>20%</td>
<td>$31,006</td>
<td>$124,022</td>
<td>12</td>
<td>$124,022</td>
</tr>
</tbody>
</table>

Services After Termination.

Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

¹ based on the size category of the county listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

² based on the size category of the county and the related price listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

³ based on the number of counties participating as defined in Service Price: IV. Discounts for Annual Service of the Vendor Certification

Exhibit R-01 Maintenance Renewal
# Appriss INTELLIGENT COMMUNICATION SOLUTIONS

Invoice No. 1056 - 04 - 110  
Date 10/22/2004

Dallas County  
Attention: Virginia Porter  
509 Main Street, Suite #407  
Dallas, TX 75202

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas VINE Automated Victim Notification Services</td>
<td></td>
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<tr>
<td>Vine Maintenance Fee through August 31, 2005</td>
<td>$124,022.00</td>
</tr>
</tbody>
</table>

Total Due $124,022.00

ALL INVOICES ARE DUE UPON RECEIPT. PLEASE REMIT PAYMENTS TO:  
APPRISS, INC.  
PO BOX 632539  
CINCINNATI, OH 45263-2539
November 2, 2004

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Shawn Balusek
Budget and Policy Analyst

Subject: Parkland Health and Hospital Contract Briefings

BACKGROUND
The contracts listed on Attachment A have been submitted to Commissioners Court by Parkland Health and Hospital for review and approval. The contracts have been reviewed and approved by the Parkland Board of Managers and have been reviewed by the Dallas County Office of Budget and Evaluation. Detailed information regarding each contract can be located in the Information section of the Commissioners Court agenda.

OPERATIONAL IMPACT
None.

FINANCIAL IMPACT
None

RECOMMENDATION
The Office of Budget and Evaluation recommends that Commissioners Court approve the Parkland Health and Hospital Contract’s that were submitted and listed on Attachment A.
Parkland Health and Hospital Contract Briefings
11/09/2004

ROUTINE

<table>
<thead>
<tr>
<th>Service or Product</th>
<th>Vendor</th>
<th>Contract Term</th>
<th>Contract Amount</th>
<th>Revenue/Expense Capital</th>
<th>Budget Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Coverage Services</td>
<td>CIGNA</td>
<td>3 Years</td>
<td>2,125,200</td>
<td>Expense</td>
<td>Budgeted</td>
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<tr>
<td>Lease of Space at 3310 Live Oak</td>
<td>ODC Research, Inc.</td>
<td>3 Years</td>
<td>$65,824 per year</td>
<td>Revenue</td>
<td>Unbudgeted</td>
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The Office of Budget and Evaluation recommends that the above listed contracts be approved by Commissioners Court.

Additional information regarding the above listed contracts can be obtained on Information Item # 2b
November 3, 2004

TO: Commissioners Court
FROM: Ryan Brown
Budget Officer

SUBJECT: “New Look Initiative” Reorganization of the Office of Budget and Evaluation

BACKGROUND
The Office of Budget and Evaluation would like to present to Commissioners Court a new look initiative to reorganize the Office of Budget and Evaluation. The purpose of this briefing is to describe the reorganization including detailing the savings and request Commissioners Court approval.

OPERATIONAL IMPACT
Budget and Policy Analyst I
The Office of Budget and Evaluation has two entry level Budget and Policy Analyst I, grade D positions along with four midlevel Budget and Policy Analyst II, grade G positions. After a careful review of these positions it was determined that the Office of Budget and Evaluation can effectively and efficiently operate with the deletion of the two entry level Budget and Policy Analyst I positions and the addition of a midlevel Budget and Policy Analyst II position. The midlevel Budget and Policy Analyst II position will be able to take on the majority of the responsibilities of the two entry level Budget and Policy Analysts with the remaining responsibilities being added to existing staff and the extra help position being requested. The two deletions and the addition will have a net reoccurring savings of $40,000.

Executive Secretary
The Executive Secretary authorized for the Office of Budget and Evaluation retired in January 2004. Since that time the position has been left vacant in order to evaluate the continued need for the position. The Office of Budget and Evaluation with the cooperation of other departments has been able to effectively receive clerical support (processing requisitions and distributing in-house mail) as needed. As a result, the Office of Budget and Evaluation recommends that the Executive Secretary position be deleted. This deletion will have a reoccurring savings of $41,000.
Extra Help Funds
The Office of Budget and Evaluation requests Commissioners Court approval for $20,000 in extra help funds to hire a part-time intern/clerical at the entry level of the grade A salary schedule (13.36 per hour for 1,390 hours). This extra help position will be responsible for doing certain tasks that are currently being done by Budget and Policy Analysts but can be performed by a part-time employee. The tasks include producing large copying jobs, sending information to social security related to individuals being held in the Dallas County detention facilities (Dallas County received over $75,000 in FY2005) and assisting with other projects as needed.

FINANCIAL IMPACT
The proposed reorganization of the Office of Budget and Evaluation will result in a reoccurring cost savings of $60,000. The deletion of the two Budget and Policy Analyst I positions and the Executive Secretary will result in Salary savings of $135,000. The addition of the requested Budget and Policy Analyst II position and extra help ($20,000) will cost $75,000.

RECOMMENDATION
The Office of Budget and Evaluation recommends that Commissioners Court approve the reorganization of the Office of Budget and Evaluation with the reoccurring $60,000 savings being allocated to the “New Look Compensation Pool”.
TO: Commissioners Court

THROUGH: Ryan Brown  
Budget Officer

FROM: Shannon Brown  
Assistant Budget Officer

SUBJECT: Update on New Look Initiative for the Juvenile Department

Background

As a part of the FY2005 budget process, the Juvenile Department proposed an ambitious reorganization plan as a part of the County's "New Look" initiative. This plan included changes to nine (9) of the department's functional areas, a net reduction of eleven (11) positions, and an estimated annual savings of $628,000. Over the past three months, the department has been working to implement these changes. On October 25, 2004, the Juvenile Board was updated on the status of the plan. The purpose of this briefing is to update the progress of these changes and re-evaluate the potential annual savings from the implemented changes.

Operational Impact

The department's plan was to make changes in nine (9) functional areas: placement services, community programs, victim services, deferred prosecution, district consolidation, institutional services, special needs, administration, and pre-adjudication. In general, the changes necessary to implement the proposed revised programs are completed or underway. There are two areas that have experienced problems and will not be implemented as originally briefed.
Placement Services
The intent of the "New Look" initiative in this area was to dissolve the unit, shift some placement functions to the district probation officers and outsource matching and monitoring services. Youth for Tomorrow (YFT) is a non-profit agency that performs similar services for Child Protective Services and the Bexar County Juvenile Department. The net savings from these changes was estimated to be $337,200.

During contract negotiations, YFT raised concerns regarding Dallas County’s standard indemnification language and insurance requirements. YFT maintains that their contracts with the State and Bexar County include very basic indemnification language and only that the organization carry general liability insurance. YFT is not willing to enter into a contract with Dallas County's additional language. The Civil Division of the District Attorney’s Office has reviewed this issue and does not recommend revising Dallas County’s language for this purpose.

Without this contract in place, the department has requested to maintain two (2) probation officer positions scheduled to be deleted. The consolidation of two units (Placement and Aftercare) will be implemented and the remaining four (4) position will be deleted. The department is moving forward with an internal process to perform utilization reviews to reduce placement costs by $103,200 annually, as briefed in the original plan. The annual cost of the two positions is $96,968. The estimated cost of the contract with YFT was $61,600, bringing the net impact of this change to $35,368.

District Consolidation
The original proposal called for the consolidation of Districts 2 (central Dallas, Oak Lawn, Uptown) and 9 (Irving). The property owner for the District 9 space has been notified and the lease was terminated effective October 31, 2004. All staff have been reassigned to other locations. Rent was paid for the month of October 2004 ($5,400) and this expense was included in the department’s FY2005 budget. In addition, the lease required the remaining tenant finish out costs be paid upon termination ($11,500). This cost was not accounted for in the FY2005 budget and will need to be transferred to the department.

Administration
All new positions have been reviewed and classified by Civil Service and are ready to be filled. The department is in the process of posting and hiring for these positions. Two (2) manager positions have been extended through December 31, 2004 since these positions were not covered by the Juvenile Department’s approved reduction in force policy. The department is committed to maintaining sufficient salary lag to cover the additional costs of these positions.
Financial Impact

These changes to the department’s original proposal result in a decrease in the estimated savings of $46,900 ($35,400 from Placement Services and $11,500 for tenant finish out payments). A copy of the revised total for the “New Look” pool is provided as Attachment A.

Recommendation

The Office of Budget and Evaluation recommends the acceptance of the revised estimate of $581,100 as the Juvenile Department’s contribution to the “New Look” initiative and recommends the retention of two (2) Juvenile Probation Officer positions in the placement services function.
### Approved New Look Initiatives

<table>
<thead>
<tr>
<th>Department</th>
<th>Initiative</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services</td>
<td>Reorganization Savings</td>
<td>191,000</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Uniforms/Laundry</td>
<td>53,500</td>
</tr>
<tr>
<td>Juvenile Department</td>
<td>Reorganization Savings</td>
<td>628,000</td>
</tr>
<tr>
<td>County Clerk</td>
<td>IT/Recording Manager</td>
<td>55,500</td>
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<td>Tax Office</td>
<td>Lock Box</td>
<td>170,000</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Housing Refund Bonds</td>
<td>100,000</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Mosquito testing for cities</td>
<td>15,000</td>
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<tr>
<td>Public Works*</td>
<td>Recover cost of salary increases</td>
<td>154,000</td>
</tr>
<tr>
<td>Sheriff</td>
<td>Cook/Chill Reorganization</td>
<td>64,700</td>
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<tr>
<td>Staff</td>
<td>Library Contribution</td>
<td>24,450</td>
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Utilized for FY2005 raises $1,302,150

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<tr>
<th>Department</th>
<th>Initiative</th>
<th>Amount</th>
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</thead>
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<tr>
<td>Tax Office</td>
<td>Delete positions</td>
<td>65,000</td>
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<tr>
<td>R&amp;B Districts</td>
<td>Reoccuring Contribution</td>
<td>400,000</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Additional Reorganization Savings</td>
<td>20,000</td>
</tr>
<tr>
<td>Juvenile Department</td>
<td>Reorganization adjustment</td>
<td>-46,900</td>
</tr>
</tbody>
</table>

Available for additional raises $438,100

*Public Works amount not included in total. Salary costs to be charged to appropriate projects.*
November 3, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
            Budget Officer

FROM: Shannon Brown
            Assistant Budget Officer

SUBJECT: Juvenile Detention Center Expansion Staffing

Background

The expansion of detention facilities at the Henry Wade Juvenile Justice Center is complete and youth began living in the new facility on October 9, 2004. Previously, this “overflow” population was housed at the Harry Hines facility through a contract with CSC. This facility has now been vacated and all youth are being served at the Henry Wade location.

The Texas Juvenile Probation Commission requires certain staff to youth ratios in detention facilities. The department is requesting twenty (20) positions to meet the appropriate staffing standards and to serve this population. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

The new facility will house two separate programs. The post-adjudication Dallas Youth Academy (now referred to as START) will serve 50 youth with a staff of 34. This program and positions were approved as a part of the FY2005 budget process at an estimated annual cost of $1,592,000, or a per diem cost of $87.23. The previous program operated by CSC only had a capacity of 44 beds at a per diem cost of $94.49 for an annual cost of $1,517,500. The department agreed to reduce the funding for the overflow population to offset this additional cost of $74,500. This reduction was incorporated in the FY2005 adopted budget. This program will operate in the older part of the Henry Wade facility.
The department has prepared a staffing plan for the pre-adjudication program at the facility that will accommodate an average daily population of 252 (previous capacity was 224 at Henry Wade and 28 at Harry Hines). This population will be served in the 192 newly built beds, the 40 beds in the honors dorm area of the old building, and two (2) 10 bed pods in the old building. The proposed staffing plan includes the addition of an Assistant Superintendent position, one supervisor, 10 direct care staff, and 8 support staff.

Current TJPC standards allow for an 1:12 ratio for direct supervision and an 1:8 ratio for facility wide supervision during the day. The configuration of the new facility brings some greater efficiency to meet these staffing requirements due to the use of 12 bed pods. As shown in Attachment A, a total of 116 juvenile detention officer positions are needed to properly staff the facility at the budgeted average daily population of 252. The current direct care staffing level is 106 full-time positions. An additional ten (10) requested positions will meet the requirements of the staffing standards.

The department is requesting the addition of an assistant superintendent position as a part of this expanded program. The START program has a similar position. All shift managers will report to this position. The department has included the deletion of an existing manager position that is not currently assigned a shift to offset this cost.

The department is requesting four (4) admission coordinator positions. These positions perform a variety of duties within the detention center including central control, intake functions, monitoring the visitation area and transporting youth within the facility to clinic visits and court appearances. Currently, the department has 25 admissions coordinator positions. These additional positions will primarily be utilized on the operational shifts to assist in transporting youth throughout the facility. The new facility space is approximately 90,000 ft². The distance from the residential units to the visitation area and court area is significant and will require additional time and staff.

The department is also requesting four (4) additional positions to provide janitorial laundary/food services. As mentioned above, the new facility space is approximately 90,000 ft². The youth are responsible for maintaining the residential areas. However, the hallways, office space, and educational space are maintained by County staff. The department currently has eight (8) employees performing these duties in the existing facility.
Financial Impact

The table below details the estimated annual cost of the additional staff to operate in the new facility space and with the expanded capacity in the pre-adjudicated program.

| Table I |
|-----------------|-----------------|-----------------|-----------------|
| **Additions**   | **Salary**      | **Benefits**    | **Total**       |
| Asst. Super.    | I 1 49,925      | 13,563          | 63,488          |
| Supervisor      | EE 1 33,300     | 10,878          | 44,178          |
| JDO             | BB 4 27,768     | 9,985           | 151,012         |
| JDO             | AA 6 26,291     | 9,746           | 216,222         |
| Admission Coord.| 7 4 24,752      | 9,498           | 137,000         |
| Support Service | 4 2 19,718      | 8,684           | 56,804          |
| Support Service | 3 2 18,678      | 8,516           | 54,388          |
| **Total**       |                 |                 | **$723,092**    |

| **Deletions**   | **Salary**      | **Benefits**    | **Total**       |
| Unit Manager    | G 1 47,970      | 13,247          | (61,217)        |
| **Net Cost**    |                 |                 | **$661,875**    |
| **Funding Available** |       |                 | **$830,000**    |
| **Net Savings** |                 |                 | **($168,125)**  |

Recommendation

The Office of Budget and Evaluation recommends the addition of twenty (20) positions at the Juvenile Detention Center to provide adequate staffing for a projected average daily pre-adjudication population of 252 in the newly expanded facility. Funding for this level of staffing is available within the department’s budget through the cancellation of the contract for detention overflow services with CSC and the Harry Hines facility. These positions will be reviewed for appropriate classification by Human Resources/Civil Service Department and presented to the Civil Service Commission for approval. In addition, the Office of Budget and Evaluation recommends the deletion of one (1) unit manager position as a component of this plan.
<table>
<thead>
<tr>
<th>Unit</th>
<th>Residents per unit</th>
<th>Operational Shifts per unit</th>
<th>3 shifts</th>
<th>11.7 Shift per unit</th>
<th>Total</th>
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<tbody>
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<td>A5</td>
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</tr>
<tr>
<td>E5</td>
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<tr>
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<td>3</td>
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<td>G5</td>
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<td>Total Residents/Staff</td>
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Ratios

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<th>Residents per unit</th>
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Ratios

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<tr>
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</table>

Ratios

<table>
<thead>
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<th>Residents per unit</th>
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<th>Total</th>
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<td>B1</td>
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<td>Night 1:</td>
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Date: November 9, 2004
To: Commissioners Court
From: Maria L. Bazan, Policy Analyst
Subject: Policy Revision – Leave of Absence – Comments Received

BACKGROUND OF ISSUE
On September 14, 2004, the Commissioners Court was briefed on a recommendation made by the Human Resources/Civil Service Department (HR/Civil Service) to circulate the proposed Leave of Absence policy for a 30-day comment period. The revisions were approved for a 30-day comment period and Attachment A shows the policy as it was distributed. Comments received are shown below. Attachment B is a memorandum from the Director of HR/Civil Service with additional changes the department wishes to include. Attachment C shows the amended policy, which includes the additional recommendations made by the Department. The proposed policy is designed to allow the county to meet its critical business functions while assisting employees who encounter special circumstances that require them to be away from the job for an extended period of time.

COMMENTS

Comment from District Clerk:
I have reviewed the draft copy of the Proposed Leave of Absence Policy. The District Clerk’s office agrees with the proposed changes to the policy.

Comment from Veteran’s Services:
Concur with proposed Leave of Absence policy

OPERATIONAL IMPACT
Adoption of this policy will provide employees and managers the guidance necessary to handle situations in which special circumstances require an employee to be absent from their job for an extended period of time.

RECOMMENDATION
Staff recommends that the revisions to Subdivision VII, Leave of Absence Policy, Section 82-471 through Section 82-477 be approved as shown in Attachment C and incorporated into the appropriate section of the Dallas County Code.

Recommended by:

J. Allen Clemson, Administrator
411 Elm Street, Dallas, Texas 75202
Phone 214.653.7327
Fax 214.653.7057
Subdivision VII. Certain Leave Without Pay* Leave of Absence

*Federal law reference—Family and Medical Leave Act, 29 USC 2601 et seq.

Sec. 82-471. Administrative discretion - guidelines.

In special circumstances, if an employee has exhausted all sick, annual, and compensatory leave, a position may be held open for an employee during an absence by applying to the department head for leave without pay. Leave without pay is generally discouraged because it deprives a department of needed services. However, a reasonable request for such leave will be carefully considered. If leave without pay is granted to category D employees, it will not extend beyond the funding source. [Incorporated into other sections of the policy].

(a) **Definition:** A leave of absence is an officially approved temporary suspension of employment designed to allow the county to meet its critical business functions while assisting employees who encounter special circumstances that necessitate an extended period of time away from the job. It is generally discouraged because it deprives a department of needed staffing. However, a reasonable request for such leave will be carefully considered.

(b) **Guidelines.** In requesting and/or processing a leave of absence, the following guidelines shall apply:

1. An authorized leave without pay of absence is a matter of administrative discretion and no employee may demand that such leave be granted, except as provided in section 82-472(2);

2. Such leave shall not exceed 90 days, excluding Family and Medical (FMLA) and Military Leave, and can only be granted every 24 months from the date the last leave was granted;

3. A position may be held open for an employee during such leave; an absence by applying to the department head for leave without pay. However, if the position is eliminated due to a reduction in force or other significant business reasons, Dallas County cannot guarantee reinstatement at the end of the leave period;

4. A leave of absence must be taken after FMLA (if applicable);

5. Such leave may be paid or unpaid, depending on the employee’s leave accrual balances, workers’ compensation and 52e status, etc. For more details on utilization of leave, see Section 82-475;

6. It must be continuous, unless otherwise approved by the elected official/department head;

7. Such leave must be requested by the employee in compliance with the
procedures outlined in Section 82-476 and approved by the elected official or department head and commissioners court (via a court order). Unless these criteria are met, an absence from work is not a leave of absence and may subject the employee to the application of other county policies, e.g., time and attendance, disciplinary action, etc.

(9) Only paid time covered under family and medical leave shall count as time worked for purposes of merit increases, promotional increases, etc. [moved to another section] A leave of absence, paid or unpaid, as well as any and all unpaid time, will not be counted as time worked for purposes of merit increases, step increases, promotional increases, etc. Once family and medical leave has been exhausted, all other time (paid or unpaid) taken during the applicable 12-month period will not be counted as time worked for these purposes. These provisions also apply to employees who are on workers' compensation and/or 52e. However, if the county makes salary/benefit modifications to all employees or to employees in the injured or absent employee's specific job category, then the employee may be impacted by these changes, if he meets all specified requirements are met.

(10) If an employee does not return to work as scheduled on or before the end of the 90 day leave period and does not request and receive approval from his elected official/department head and Commissioners Court to extend the leave, the employee shall be terminated.


Sec. 82-472. Employee Eligibility.

(a) An employee's eligibility to request a leave of absence is based on the following:

(1) Only full-time regular, non-grant funded employees are eligible to request a leave of absence up to 90 days;

(2) No employees in their first six months of regular, full-time employment with the county are not eligible to take a leave without pay of absence. However, the employee's elected official/department head, at their discretion, may submit a request for an exception to policy to Commissioners Court for approval or [should there be some flexibility for an elected official/department to grant the employee up to two weeks or some short period of time without having to formally request an exception from the court]. These employees may take FMLA and Military Leave if they meet the eligibility requirements outlined in applicable county policies;
(3) Grant funded employees also are not eligible to take a leave of absence. However, the employee's elected official/department head, at their discretion, may request an exception to policy to Commissioners Court for approval or [should there be some flexibility for an elected official/department to grant the employee up to two weeks or some short period of time without having to formally request an exception from the court.] If such leave is extended, it may not exceed 90 days or the end of the grant funding, whichever comes first. Grant employees are eligible to take FMLA and Military Leave if they meet the eligibility requirements outlined in applicable county policies. Employees in the Sheriff's Department should also consult their departmental General Orders.

B. Temporary and part-time employees are not eligible to take a leave of absence. These employees, however, may take FMLA and Military Leave if they meet the eligibility requirements as outlined in applicable county policies.

Sec. 82-472 3. Reasons for granting.

An employee may be granted a leave of absence without pay for the following reasons:

(1) For the recovery from an illness or disability not believed to be of a permanent or disqualifying nature, after the exhaustion of family and medical leave, vacation leave or salary continuation benefits with an on-the-job injury;

(2) When return to work would threaten the health of others;

(3) When the service to be performed would contribute to the public welfare;

(4) To provide necessary care for a family member as defined in the county's sick leave policy who is ill or incapacitated; or

(5) To participate in a training program or obtain educational achievement that will increase job ability or qualify an employee for advancement within the county.

(Admin: Policy Manual; § B(3.32))

Sec. 82-474. Requests; authorization. An employee requesting a leave of absence shall:

(1) If planned, notify the supervisor and submit a request for such leave as soon as he knows of the need for the leave or within 48 hours. If there is an emergency, the employee shall notify the supervisor on the next working day or follow the notification rules of his department. (Under certain circumstances, such as #2 above, the department has the right to initiate a leave of absence for an employee when in its sole judgment, such a leave is appropriate). Such request must state when the leave without pay of absence is expected to begin and end and certain—provide a brief explanation of the need for such leave.
Failure to properly notify may result in disciplinary action, up to and including termination.

(2) No leave without-pay of absence is authorized until a court order has been submitted to and approved by commissioners court for approval. All requests for leave without-pay of absence for more than six weeks must be in writing and presented to the appropriate elected official/department head. Each request must state when the leave without-pay is expected to begin and end and contain a brief explanation of need for leave. If an employee's request for a leave of absence is approved, the employee will be placed on leave effective the first day of the absence.

(3) Failure of the department to process a court order may result in the employee not being paid timely due to the Auditor's inability to pay employee's, even with accrual balances, for extended periods of absence away from the job without a court order approved by Commissioners Court.

(4) When a leave of without-pay of absence for more than six weeks is requested, the department head must respond in writing whether the leave request is granted or denied and the reason(s), with specificity, why the leave is granted or denied. A copy of every request for leave without-pay of absence for more than six weeks and the department head's response to such request is to be submitted to the director of human resources/civil service. The HR/civil service department shall maintain a separate record system containing all such requests and responses and to review such records annually to ensure that leave without-pay of absences for more than six weeks are being granted and denied as fairly and consistently throughout the county as possible and in compliance with applicable law. (Admin. Policy Manual, § B(3.33))

Sec. 82-475- Processing requests—Utilization of Leave.

(a) When an employee is placed on a leave of absence, appropriate accrued balance(s) must be utilized during the leave. The time runs concurrently. For example, the employee is out due to his or a qualifying dependent's illness (see sick leave policy), then the employee may utilize sick, holiday, and vacation leave. However, if the employee takes a leave of absence to attend college, the employee may only utilize vacation accruals. Compensatory time is not counted as part of a leave of absence. If an employee qualifies for a leave of absence, the employee should utilize all compensatory time prior to being placed on a leave of absence.

(b) If accrual balances remain at the end of the leave of absence, the employee will be compensated for the leave according to applicable county policies.

Sec. 82-475-6. Processing requests.

Requests to commissioners court for a leave of absence without-pay up to 90 days six weeks, based on section 82-4723, will be received and processed as routine county business. If a request is made by the department for a leave of absence without-pay in excess of 90 six weeks days, or for reasons outside of policy, these requests must be forwarded to the HR/civil service department for briefing to Commissioners Court for approval. Leave of absence without-pay for longer than six months, 90 days, excluding FMLA and Military Leave, is considered excessive. Unless Commissioners Court approves the extension or exception, the employee shall be
terminated if he does not return to work.

(Admin. Policy Manual, § B(3.34))

Sec. 82–476. Return to Work after Leave of Absence. When returning to work after a leave of absence, the following guidelines shall apply:

(1) If an employee is injured on the job, and
   (a) the employee is unable to perform the essential functions of his position with or without accommodations; and
   (b) the employee is able to perform "light duty assignments"; then
   (c) "light duty assignments" may be provided for up to 90 days; however,
   (d) at the end of the 90 days, if the employee is still not able to perform the essential functions of his position with or without accommodations, the employee will be terminated, unless the elected official/department requests an extension of the leave from Commissioners Court and it is approved.

(2) If the injury or illness is not an on-the-job injury/illness; and
   (a) the employee is not able to perform the essential functions of his position with or without accommodations; and
   (b) the employee has requested an extension of the leave ("light duty assignments are only available to employees injured on the job"); and
   (c) the elected official/department head chooses not to request an extension of the leave, or if requested, Commissioners Court does not approve an extension of the Leave of Absence, the employee will be terminated.

(3) All decisions to terminate at the end of a leave of absence when an employee is unable to return to work and perform the essential functions of his position should be reviewed with the HR/civil service director for compliance with the American with Disabilities Act (ADA).

(4) While an employee is on a leave of absence, the employee:
   (a) cannot work another job unless such action is approved by the elected official/department head either immediately before or during the leave;
   (b) is subject the same code of conduct and can be terminated for violation of the codes or departmental policies;
   (c) must work cooperatively with the department;
   (d) must provide all required documentation; and
   (e) must return to county employment within 48 hours should the circumstances change for which they were granted the leave of absence.

(5) Employees who are unable to return to work and perform the essential functions of their positions with or without accommodations are encouraged to contact the county's HR/Civil Service Department to apply for other positions within their department or the county and the county's long-term disability insurance program.
November 3, 2004

To: Maria Hernandez
   Policy Analyst

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

Subject: Response to the Leave of Absence Policy

We are recommending the following changes to the Leave of Absence Policy that was previously circulated:

1. Under Section 82-471(b) 5, we included compensatory time as one of the leave balances that an employee must use during a leave of absence;

2. We suggest changing the language in 82-474 (5) to only require the departments to send leave of absence requests to the HR/Civil Service Department if the request is being denied;

3. Under the same policy section, we added a #6 to state the Auditor’s Office will monitor all leave time and notify HR of the possibility of non-compliance. HR will work with the department to resolve the issue. If HR is unable to do so, it will brief commissioners court for resolution.

4. Under 82-477 (1) a clause was added requiring an employee to obtain a medical release from the county’s Employee Health Center if they are on leave for their own illness or injury for 45 days or more.

5. It is suggested that we reduce the number of days an employee injured on the job may return and perform “light duty” assignment from 90 days to 45 days. If the elected official or department head wants to extend beyond the 45 days, a request must be submitted to HR to brief Commissioners Court for approval.

Also, will you please review Section 82-474 for possible repetition in #3 and 4. If you have questions, please feel free to give me a call at (214) 653-6044.
Subdivision VII. Leave of Absence*

*Federal law reference--Family and Medical Leave Act, 29 USC 2601 et seq.

Sec. 82-471. Administrative discretion - guidelines.

(a) Definition: A leave of absence is an officially approved temporary suspension of employment designed to allow the county to meet its critical business functions while assisting employees who encounter special circumstances that necessitate an extended period of time away from the job. It is generally discouraged because it deprives a department of needed staffing. However, a reasonable request for such leave will be carefully considered.

(b) Guidelines. In requesting and/or processing a leave of absence, the following guidelines shall apply:

1. An authorized leave of absence is a matter of administrative discretion and no employee may demand that such leave be granted.

2. Such leave shall not exceed 90 days, excluding Family and Medical (FMLA) and Military Leave, and can only be granted every 24 months from the date the last leave was granted, without approval for an extension from Commissioners Court.

3. A position will be held open for an employee during such leave; however, if the position is eliminated due to a reduction in force or other significant business reasons, Dallas County cannot guarantee reinstatement at the end of the leave period.

4. A leave of absence must be taken after FMLA (if applicable).

5. Such leave may be paid or unpaid, depending on the employee's leave accrual balances, compensatory time balance, workers' compensation and 52e status, etc. For more details on utilization of leave, see Section 82-475.

6. It must be continuous, unless otherwise approved by the elected official/department head.

7. Such leave must be requested by the employee in compliance with the procedures outlined in Section 82-476 and approved by the elected official or department head and commissioners court (via a court order). Unless these criteria are met, an absence from work is not a leave of absence and may subject the employee to the application of other county policies, e.g., time and attendance, disciplinary action, etc.

8. A leave of absence, paid or unpaid, as well as any and all unpaid time, will not be counted as time worked for purposes of merit increases, step increases, promotional increases, etc. This provision also applies to employees who are on workers' compensation and/or 52e. However, if the county makes salary/benefit modifications to all employees or to employees in the injured or absent employee's specific job category, then the employee may be impacted by these changes, if all specified requirements are met.

9. If an employee does not return to work as scheduled on or before the end of the 90 day leave of absence period and does not request and receive approval from his elected official/department head and Commissioners Court to extend the leave, the employee shall be terminated.
Sec. 82-472. Employee Eligibility.

An employee's eligibility to request a leave of absence is based on the following criteria:

(1) Only full-time regular, non-grant funded employees are eligible to request a leave of absence up to 90 days; however;

(2) Elected Officials/Department Heads with employees in their first six months of regular, full-time employment, grant funded employees and temporary/part-time employees may request an exception from Commissioners Court should they desire to allow such employees to take a leave of absence; and

(3) Under no circumstances shall the leave of absence exceed 90 days or until the end of the grant funding, whichever comes first. These employees may take FMLA and Military Leave if they meet the eligibility requirements outlined in applicable county policies.

(4) Employees in the Sheriff's Department should consult their departmental General Orders.

Sec. 82-473. Reasons for granting.

An employee may be granted a leave of absence for the following reasons:

(1) For the recovery from an illness or disability not believed to be of a permanent or disqualifying nature, after the exhaustion of family and medical leave.

(2) When return to work would threaten the health of others;

(3) When the service to be performed would contribute to the public welfare;

(4) To provide necessary care for a family member as defined in the county's sick leave policy who is ill or incapacitated; or

(5) To participate in a training program or obtain educational achievement that will increase job ability or qualify an employee for advancement within the county.

Sec. 82-474. Requests; authorization.

An employee requesting a leave of absence shall:

(1) If planned, notify the supervisor and submit a request for such leave as soon as he knows of the need for the leave or within 48 hours after learning of the need for the leave. If there is an emergency, the employee shall notify the supervisor on the next working day or follow the notification rules of his department. (Under certain circumstances, such as No. 2 in Section 82-473, the elected official/department head has the right to initiate a leave of absence for an employee when in its sole judgment, such a leave is appropriate). Such request must state when the leave of absence is expected to begin and end and provide a brief explanation of the need for such leave. Failure to properly notify may result in disciplinary action, up to and including termination.
(2) No leave of absence is authorized until a court order has been submitted to and approved by commissioners court. All requests for leave of absence must be in writing and presented to the appropriate elected official/department head. Each request must state when the leave is expected to begin and end and contain a brief explanation of need for leave. If an employee's request for a leave of absence is approved by the department and commissioners court, the employee will be placed on leave effective the first day of the absence.

(3) Due to the inability of the Auditor's Office to pay employees without a court order for extended periods of time away from the job, (even those with accrual balances), a department's failure to process a court order may result in the employees not being paid timely;

(4) When a leave of absence is requested, the elected official/department head should respond in writing to the employee indicating whether the leave request is granted or denied. If a leave request is denied by the elected official/department head, a copy of the request and the proposed response to the employee indicating why the leave request is being denied must be forwarded to the director of Human Resources/Civil service for review to ensure compliance and the consistency with the county's policies and procedures.

(5) The Payroll Division of the Auditor's Office will monitor all leave time and notify the Human Resources/Civil Service Department of possible non-compliance with policy. The Human Resources/Civil Service Department will work with the department to resolve any non-compliance issues; however, if it is unable to do so, commissioners court will be briefed for final resolution.

Sec. 82-475. Utilization of Leave.

(a) When an employee is placed on a leave of absence, appropriate accrued balance(s) and compensatory time must be utilized during the leave and the time runs concurrently. For example, if the employee is out due to his, or a qualifying dependent's, illness (see sick leave policy), then the employee may utilize sick, holiday, and vacation leave. However, if the employee takes a leave of absence to attend college, the employee may only utilize vacation accruals. Compensatory time is counted as part of a leave of absence.

(b) If accrual balances remain at the end of the leave of absence, and an employee is terminated, the employee will be compensated for the leave according to applicable county policies.

Sec. 82-476. Processing Requests.

Requests to commissioners court for a leave of absence up to 90 days, based on section 82-473, will be received and processed by the Human Resources/Civil Service Department as routine county business. If a request is made by the department for a leave of absence in excess of 90 days or for reasons outside of policy, these requests must be forwarded to the Human Resources/Civil Service Department for briefing to Commissioners Court for approval. Unless Commissioners Court approves the extension or exception, the employee shall be terminated if he does not return to work at the end of the previously authorized leave.
Sec. 82-477. Return to Work after Leave of Absence.

When returning to work after a leave of absence, the following guidelines shall apply:

(1) If an employee has been absent from work more than 45 days due to an illness or injury, then the employee must receive medical clearance from the county's Employee Health Center:

(2) If an employee is injured on the job, and at the end of the leave:
   (a) the employee is unable to perform the essential functions of his position with or without accommodations; however,
   (b) the employee is able to perform "light duty assignments"; then
   (c) at the discretion of the elected official/department head, "light duty assignments" may be provided for up to 45 days; however,
   (d) at the end of the 45 days, if the employee is still not able to perform the essential functions of his position with or without accommodations, the employee will be terminated, unless the elected official/department requests and receive approval for an extension of the leave from Commissioners Court.

(3) If the injury or illness is not an on-the-job injury/illness; and
   (a) the employee is not able to perform the essential functions of his position with or without accommodations; and
   (b) the employee has requested an extension of the leave ("light duty assignments are only available to employees injured on the job"); and
   (c) the elected official/department head chooses not to request an extension of the leave, or if requested, Commissioners Court does not approve an extension of the Leave of Absence, the employee will be terminated.

(4) All decisions to terminate at the end of a leave of absence when an employee is unable to return to work and perform the essential functions of his position must be reviewed by the Human Resources/Civil Service director for compliance with the American with Disabilities Act (ADA).

(5) While an employee is on a leave of absence, the employee:
   (a) cannot work another job unless such action is approved by the elected official/department head either immediately before or during the leave;
   (b) is subject to the same code of conduct and can be terminated for violation of the codes or departmental policies;
   (c) must work cooperatively with the department;
   (d) must provide all required documentation; and
   (e) must return to county employment within 48 hours or 2 working days should the circumstances for which they were granted the leave of absence change.

(6) Employees who are unable to return to work and perform the essential functions of their positions with or without accommodations are encouraged to contact their departmental hr representative or the county's HR/Civil Service Department to apply for other positions within their department or the county and/or the county's long-term disability insurance program.
November 9, 2004

MISCELLANEOUS

1) OFFICE OF BUDGET & EVALUATION - requests approval to increase the budget allocation of 00304.0.07910.2005 (Parking Garage Fund, Transfer to the General Fund, FY2005) by $2,638.69. The additional revenue in this fund came from interest earned during the year. This fund will be closed out when all of the revenue has been transferred to the general fund. Therefore, the budget allocation increase is to facilitate the total transfer of funds. The Parking Garage revenue is considered as special funds revenue to the County; therefore, the statutes (LGC 111.0432) allow the budget to be increased during the budget cycle when additional revenue is received. Recommended by the Office of Budget and Evaluation.

TRAVEL REQUESTS

2) COUNTY AUDITOR - requests approval for:

a) Kelbert McGee to attend the HOPWA 101 Training in Fort Worth, Texas on November 15-16, 2004: $71.25 is available in Grant Fund, County Auditor Department, Mileage Reimbursement Account, FY Budget 2004, (00466.1070.1080.2004).

b) Byron A. Jackson to attend the Cost Principles: OMB Circulars A-21, A-22, A-87, and FAR 31:2 Training in Fort Worth, Texas on November 17-18, 2004: $630 (Registration Fee) is available in Grant Fund, County Auditor Department, Conference Travel Account, FY Budget 2004, (00466.1070.4210.2004).

3) COUNTY CLERK - requests approval for Phillip Thomas to attend the Investment Conference in Houston, Texas on November 17-20, 2004: $440 is available in General Fund, County Clerk Department, Business Travel Account, FY Budget 2005, (00120.4031.04010.2005).
4) **HEALTH & HUMAN SERVICES** - requests approval for:


b) Mitos Llauder to attend the Cost Principles-OMB Circulars A-122, A-87, and FAR 31.2 in Fort Worth, Texas on November 17-18, 2004: $740 ($630 is registration) is available in Grant Fund, Title I-RW Department, Conference & Staff Development, FY Budget 2004, (00466.65502.02050.2004).

c) Ruby McGilbra to attend the 14th Texas HIV/STD Conference in Austin, Texas on December 12-17, 2004: $685 ($125 is registration fee) is available in Grant Fund, STD/Trg/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

d) Alma Armendarez, Carolyn Washington, and LaShonda Worthey to attend and participate in the 14th Texas HIV/STD Conference in Austin, Texas on December 12-17, 2004: $3,308.10 ($350 is registration fee) is available in Grant Fund, STD/HIV Prevention Training Department, Conference Training Account, FY Budget 2004, (00466.08709.02460.2004).

e) Mary McLaud to attend the 14th Texas HIV/STD Conference in Austin, TX on December 13-17, 2004: $926 ($125 is registration fee) is available in Grant Fund; STD Trg/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

f) Bruna Reynolds to attend the 14th Texas HIV/STD Conference in Austin, Texas on December 13-17, 2004: $926 ($125 is registration fee) is available in Grant Fund; STD Trg/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

g) Lynne Davis to attend the 14th Texas HIV/STD Conference in Austin, Texas on December 13-17, 2004: $971 ($125 is registration fee) is available in Grant Fund, STD Trg/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

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

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<td>00105.2510.02090.2005 (Road and Bridge Fund, Road and Bridge District #1, Property less than $5,000, FY2005)</td>
<td>Road and Bridge District #1 requests authorization to purchase replacement items as these items were stolen during FY2004. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>2</td>
<td>00128.0220</td>
<td>CSCD Post Trial Release Contract</td>
<td>$100</td>
<td>Within Budget</td>
<td>00128.0220.07214.2005 (Adult Probation Funds, Work Release Department, Pagers, FY2005)</td>
<td>The Community Supervision and Corrections Department (CSCD) requests to pay for three Pagers, used by the Post Trial Release staff, which were incorrectly charged to another CSCD department in the past. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>3</td>
<td>1210</td>
<td>Elections Department</td>
<td>$600</td>
<td>Elections Escrow Surplus Account</td>
<td>Elections Escrow Surplus Account</td>
<td>The Elections Department requests to replace a Printer/Fax/Scanner/Copier machine that is broken and cannot be repaired. Recommended by the IT Services.</td>
</tr>
<tr>
<td>4</td>
<td>4175</td>
<td>Civil District Masters</td>
<td>$525</td>
<td>Reserves and Contingency, Furniture and Equipment</td>
<td>00120.4175.02090.2005 (General Fund, Civil District Masters, Property less than $5,000, FY2005)</td>
<td>1- Low Volume Fax Machine</td>
</tr>
</tbody>
</table>
PROPOSED ACTION: The Civil District Masters office is requesting funding to purchase one low-volume fax machine. The previous machine was stolen from one of the Judge's Offices while the position was vacant. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUESTS

**Tax Office** - requests:
D-0410002 to install a data-line cable in the conference area to provide access to network. Equipment: $58.75; labor covered by contract; no monthly service increase. **Recommended.**

M-0409055 to relocate a phone line to the mail room on the ground floor of the Records building due to changes in the office. Equipment: $41.00; labor covered by contract; no monthly service increase. **Recommended.**

**CSCD P-0408001** requests to install eleven phone lines in various locations throughout the office on the 9th floor of the FCCB. Installation: $456.50; no monthly service increase. **Recommended.**

**Juvenile D-0408024** requests to install a data-line cable on the 2nd floor room A257 of the HWJJC for a new Probation Officer position. Installation: $55.00; no monthly service increase. **Recommended.**

**County Clerk M-0408050** requests to relocate single-line 7741 from one side of the office to the other due to changes in office. Installation: $33.00; no monthly service increase. **Recommended.**

**Constable Precinct 3 D-0401017** requests to install a data-line cable on the 2nd floor room 230 to relocate an existing printer. Equipment: $58.75; labor covered by contract; no monthly service increase. **Recommended.**

**IT Services D-0310010** requests to install four coaxial cables in the constables office located at 823 N. Galloway to replace a SBC line. Installation: $320.00; no monthly service increase. **Recommended.**
**Sheriff M-0409052** requests to replace an existing single-line phone with a multi-line phone to allow additional lines in the department to be answered. Equipment: $38.00; labor covered by contract; no monthly service increase. **Recommended.**

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