DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

February 23, 2010

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- County Auditor – Dallas County Special and Escrowed Funds
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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister's Letter of Appreciation

DATES TO REMEMBER

No Dates to Remember
TO: COMMISSIONERS COURT

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

DATE: FEBRUARY 23, 2010

SUBJECT: DEPARTMENT OF STATE HEALTH SERVICES FY 2010 RYAN WHITE PART B GRANT AWARD AND CONTRACT

Background of Issue
The Dallas County Judge is the grantee and legal recipient of the Department of State Health Services (DSHS) HIV Ryan White Part B grant. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for these funds. The DSHS HIV Administrative Service Area (HASA) includes the Dallas Health Service Delivery Area (HSDA) encompassing Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Navarro, and Rockwall counties; and the Sherman-Denison HSDA encompassing Cooke, Fannin, and Grayson counties. In accordance with the provisions of the Ryan White Part B grant, the Administrative Agency is responsible for program administration, planning, and evaluation for the HASA. The FY 2010 contract between the DSHS and DCHHS, contract number 2010-034671, is a consolidated contract with administration and services funds, and has a budget period of April 1, 2010 through March 31, 2011. DCHHS will receive $3,354,115, which is a $160,000 decrease when compared with FY 2009 funding. The award of these funds to service providers will be recommended at a later date.

Fiscal Impact
Dallas County will receive $71,105 for indirect costs associated with the administration of the Ryan White Part B grant. There is no other fiscal impact to Dallas County.

Operational Impact
Dallas County Health and Human Services staff will coordinate and perform administrative activities in accordance with the responsibilities assigned by the Dallas County Commissioners Court.

Legal Impact
The Dallas County Commissioners Court must approve the contract and authorize Dallas County Health and Human Services to sign the contract on behalf of Dallas County.

Strategic Plan Compliance
Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a healthy community. The DCHHS is the designated Administrative Agency for the Department of State Health Services Ryan White Part B grant. The FY 2010 Ryan White Part B grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS.
Recommendation
It is recommended that the Dallas County Commissioners Court approve the FY 2010 Ryan White Part B contract with the Department of State Health Services (DSHS) in the amount of $3,354,115, and authorize Dallas County Health and Human Services to sign the contract with the DSHS on behalf of Dallas County.

RECOMMENDED BY: Zachary S. Thompson, Director

Attachment
C: Darryl Martin, Court Administrator
   Virginia Porter, County Auditor
Categorical Budget:

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Total reimbursements will not exceed $3,354,115.00

Financial status reports are due: 07/30/2010, 11/01/2010, 01/31/2011, 05/30/2011

The budgeted indirect cost amount is based on indirect cost rate agreement approved by a Federal cognizant agency or a state single audit-coordinating agency. A copy of the current approved rate agreement is on file at DSHS.
This contract, number 2010-034671 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and DALLAS COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $3,354,115.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 04/01/2010 and ends on 03/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-034671-001 HIV - RYAN WHITE

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.
7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

   Name: DALLAS COUNTY  
   Address: 509 MAIN ST STE 407  
             DALLAS, TX 75202-5717  
   Vendor Identification Number: 1756009056005

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

   By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

   **DEPARTMENT OF STATE HEALTH SERVICES**  
   **DALLAS COUNTY**

   **By:** __________________________  
   Signature of Authorized Official  
   __________________________  
   Date

   Adolfo M. Valadez, M.D., M.P.H.  
   Assistant Commissioner for Prevention and Preparedness Services

   **2377 N. Stemmons Freeway**  
   **Dallas, Texas 75207**  
   **512.458.7111**

   adolfo.valadez@dshs.state.tx.us

   **By:** __________________________  
   Signature  
   __________________________  
   Date

   Zachary Thompson, DCHHS Director  
   Printed Name and Title

   **2377 N. Stemmons Freeway**  
   **Dallas, Texas 75207**  
   **214-819-1870**

   zthompson@dallascounty.org

   E-mail Address for Official Correspondence
CONTRACT NO. 2010-034671
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000359691

CONTRACTOR: DALLAS COUNTY

DSHS PROGRAM: HIV - RYAN WHITE

TERM: 04/01/2010 THRU: 03/31/2011

SECTION 1. STATEMENT OF WORK:

Contractor, in its role as Administrative Agency, shall administer the designated federal and state human immunodeficiency virus (HIV) Service Delivery funds, including Housing Opportunities for Persons with AIDS (HOPWA) and State Services funds, as specified in this Renewal Program Attachment. Contractor shall also assist DSHS Program in the administration, planning, and evaluation of services within the HIV Administrative Services Area (HASA).

The purpose of this contract is to outline the contractor’s administrative responsibilities and to ensure the delivery of comprehensive outpatient health and support services to meet the identified needs of the individuals and their families with HIV disease in the approved HASA, in accordance with the Contractor’s approved Comprehensive HIV Services Plan, http://www.dshs.state.tx.us/hivstdlplanmng_profiles/service.shtml, for the HASA (referenced below).

Contractor is held to the requirements articulated in the Competitive RFP for HIV Care Administrative Agencies (RFP# HIV/RW-0196.1), dated June 16, 2006 (those requirements are hereby incorporated by reference into this Renewal Program Attachment). Contractor shall perform all activities in accordance with DSHS Program Guidance (2010-2011 Services and Administrative Agency Renewal Guidance, http://www.dshs.state.tx.us/hivstd/funding/default.shtml, dated August 24, 2009).

All activities must be performed in accordance with Contractor’s final, approved supplemental performance measures (see Exhibit A attached) and detailed budget, as approved by DSHS Program, including any letters or memos with policies or other instructions given to Contractor. All of the above-named documents are incorporated herein by reference and made a part of this Renewal Program Attachment.

Contractor shall receive written approval from DSHS before varying from applicable policies, procedures, and protocols, and shall update its documentation within 48 hours of making approved changes so that staff working on activities under this Contract knows of the change(s).

Contractor shall provide the following administrative services with designated federal and state HIV services funds, including HOPWA funds, in accordance with DSHS Program’s Administrative
Agency Core Competencies (contained in the Program Operating Procedures and Standards, found at http://www.dshs.state.tx.us/hivstd/pops/default.shtm).

Administrative Services:

- Develop and submit funding application and proposals for State Services and HOPWA by the deadlines specified by DSHS.
- Receive and disburse program funds for client services, consistent with the requirements found herein, through DSHS-approved procurement processes, such as requests for proposals, and execute contracts directly with subcontractors for these client services. Contractor shall distribute contracts to subcontractors within 30 days of the DSHS-defined contract period.
- Establish reimbursement, accounting and financial management systems and prepare routine financial data and reports, as required by DSHS;
- Implement the Comprehensive HIV Services Plan for the designated HASA;
- Provide assistance on technical issues and build the capacity of subcontractors to provide sustainable programs to increase the availability and accessibility of services that are culturally and linguistically appropriate, and assure that the care offered by providers meets current standards of care and treatment of persons with HIV; and
- Perform monitoring of subcontractors to assure compliance with the requirements found herein (e.g. programmatic and fiscal provisions) and compliance with the contracts executed between Contractor and subcontractors, with an ongoing aim to improve the quality of care and client services delivery processes. Contractor shall perform monitoring for clinical and case management services in accordance with HIV Clinical and Case Management Services Standards (http://www.dshs.state.tx.us/hivstd/clinical/case_mgt.shtm.) Contractor shall also perform monitoring in accordance with US Public Health Standards in the care and treatment of persons with HIV. (http://www.dshs.state.tx.us/hivstd/clinical/pdf/contract_reqs.pdf). The minimum licensure requirement for the Contractor staff member performing this monitoring is a Registered Nurse. Contractor shall perform monitoring of service categories in accordance with Services - Minimum Performance Standards (http://www.dshs.state.tx.us/hivstd/fieldops/PerfStands.shtm.)
- Contractor shall maintain current facility and individual licensure requirements as mandated by Texas Law and must be in good standing with the State of Texas. Contractor shall also ensure that subcontractors maintain current facility and individual licensure requirements as mandated by Texas law, and that subcontractors are in good standing with the State of Texas. Texas Department of State Health Services retains the right to deny any reimbursement for services rendered while licensure was not in good standing.
- Contractor’s staff shall attend all required continuing education courses/trainings to maintain licenses. Contractor shall ensure subcontractor’s also attend required continuing education courses/trainings. All documentation to support current status shall be maintained at the Contractor’s site location.
- Report subcontractor financial and programmatic activities to DSHS on a quarterly basis as noted in the Program Narrative Report Requirements section of the Contract.
• Contractor shall require their staff to attend training, conferences, and meetings as directed by DSHS Program.

Planning Services:
• Assess the need for services, and compare needs against available resources, within the HASA to identify service gaps and barriers ("resources" here shall include all Parts of the Ryan White Treatment Modernization Act). Assessment activities shall not duplicate efforts to assess needs within Ryan White Part A eligible metropolitan areas (EMA) or transitional grant areas (TGA), but must incorporate the results of such assessments conducted by Planning Councils into the Contractor’s reports and overall planning efforts;
• Submit a Comprehensive HIV Services Plan to DSHS for approval by April 1, 2010, to cover the time period of April 2010 through March 2011 (i.e. the term of this renewal Program Attachment). The Comprehensive HIV Services Plan shall include, but it is not limited to: service priorities, information on how best to meet identified needs; goals and objectives relating to services access; elimination of barriers; quality of services issues; as well as quantitative objectives for services delivery. The Plan shall also include strategies for addressing the needs of individuals who know they are HIV-infected but are not enrolled in HIV-related medical care, as well as the needs of women (age 25 and older), infants (under 2 years of age), children (2-12 years of age) and youth (13-24 years of age) who are living with HIV/AIDS in the HASA. The Plan shall, in addition, address issues included in the Texas Statewide Coordinated Statement of Need (http://www.dshs.state.tx.us/hivstd/planning/docs/SCSN_2008-2010.pdf) as relevant for the area.
• Consult with the following parties in the evaluation of the Comprehensive HIV Services Plan: persons living with HIV/AIDS, representatives of organizations with a history of serving people living with HIV/AIDS; and allied service providers, public health agencies, community-based organizations and all Ryan White Part grantees, if located in the HASA;
• Contractor shall implement the community input plan, as approved by DSHS, and its contents become part of this contract by reference (see http://www.dshs.state.tx.us/hivstd/planning/docs/community_inputPlans). This community input plan must include strategies for obtaining input from persons living with HIV/AIDS, affected parties, HIV service providers, other planning groups, and other allied providers. Contractor shall follow Policy 241.004 Administrative Agency Requirements for Community Input located at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm. Contractor shall hold a public forum to present the completed community input plan. The post-hearing report is due in the first quarterly report following the public forum. If there are any modifications made to the approved community input plan, it shall first be resubmitted to DSHS for review and approval.
• If an area includes a Part A EMA/TGA, the plan for use of DSHS funds within the HIV Service Delivery Area (HSDA) that includes the EMA/TGA shall reflect the priorities and strategies included in the Planning Council’s plan for the EMA/TGA. This Renewal Program Attachment requires compliance with the approved plan;
• Provide to DSHS a recommended allocation of DSHS funds available to each HSDA, prioritized by service categories with allocations reflecting the intent of Ryan White Treatment Modernization Act's mission that core medical services are funded at the extent of need before non-core services are funded. Conduct periodic examinations of utilization and expenditure data. Maintain systems in place to minimize lapsing of contract funds. Make written recommendations regarding reallocation to efficiently expend funds and provide medical services to the broadest number of clients and submit these recommendations to DSHS for review and approval; contractor shall implement as approved by DSHS. Allocations and reallocations recommendations should reflect a primary emphasis on assuring participation in HIV-related medical care for HIV-infected persons. Recommended allocations for HSDAs containing an EMA or TGA should reflect the priorities and strategies set by the Planning Council.

Evaluation Services: Collect data on the outcomes and costs of services delivered under their local Comprehensive HIV Services Plan (see http://www.dshs.state.tx.us/hivstd/planning_profiles/service.shtm), and annually examine the success of the service delivery plan in responding to identified needs; if such an evaluation is scheduled on a less frequent basis within an EMA/TGA, Contractor may elect to follow the Part A schedule for the entire HASA, pending approval of DSHS.

Management of Data Associated with Client Service Delivery: Maintain complete, accurate and timely client-level programmatic data, including adhering to the minimum requirements for maintaining the Uniform Reporting System (URS), as required by DSHS.

Quality Management Services: Maintain a documented, ongoing, quality management system, which meets DSHS requirements (found at http://www.dshs.state.tx.us/hivstd/fieldops/page2.shtm), and use it to guide and continuously improve the program. Contractor shall fully cooperate with DSHS quality management (QM) activities, in a timely manner, including, but not limited to: providing the current QM plan to DSHS by April 1, 2010, sending data; participating in studies or audits; responding to queries and complaints; participating in telephonic conferences; completing corrective action requirements, to the satisfaction of DSHS; providing DSHS and its designated contractors access to client records; documenting improvements; and updating the HIV/STD Care Services Group on the QM program’s progress in quarterly reports. The following reports shall also be submitted with the quarterly report according to when the activity took place: QM Committee meeting summaries, AA Client Satisfaction Survey results, Annual QM Program/System Summary, and Description of AA Texas Cross Part Quality Management Collaboration (TCQMC) Participation.

Contractor shall also complete the following administrative tasks as described in DSHS’ RFP HIV/RW-0196.1 for HIV Care Administrative Agencies dated, June 16, 2006:

I. Directly enter into agreements with subcontractors to provide services to clients;
II. Facilitate collaboration with other agencies and individuals with expertise in the delivery of HIV/AIDS services and knowledge of the needs of the target population;
III. Contractor shall assure that subcontractors establish formal systems for diagnosis and treatment through a Letter of Agreement with local Sexually Transmitted Disease (STD) and Tuberculosis (TB) programs; establish formal systems for linking clients to primary care to assure that all clients have a provider for non-HIV related illnesses;

IV. Contractor shall assure that subcontractors provide services that are equitably available and accessible to all HIV-infected individuals needing services and/or care within the identified service area;

V. Contractor shall assure subcontractors maintain appropriate relationships with mental health entities in the area being served that provide key points of access to the health care system for people living with HIV. These entities include, but are not limited to: emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, mental health programs, homeless shelters, migrant health centers, community health centers, health services for the homeless, family planning grantees, comprehensive hemophilia diagnostic and treatment centers, and non-profit private entities that provide comprehensive primary care services to populations at risk for HIV; STD clinics/programs, DSHS Program’s HIV prevention contractors, and other venues where HIV infection may be diagnosed, so that referrals can be made into the care system. DSHS encourages linkages with hospital discharge planners.

VI. Assure that efforts are in place to bring people who know their HIV status, but who are not receiving HIV-related medical care, into such care;

VII. Participate in URS quality assurance activities. Contractor shall maintain a URS Data Manager, as defined by DSHS Program policy, to fulfill the required duties and standards as described in Aries Data Management Core Competencies, http://www.dshs.state.tx.us/hivstd/policy/policies/241002.pdf.

Contractor shall ensure the DSHS service delivery allocation is not utilized for Contractor’s administrative expenses, unless otherwise directed by DSHS.

Contractor shall ensure client services will be provided as described below with funds designated by DSHS for the use of each subcontractor. Full definitions of eligible client services may be found at http://www.dshs.state.tx.us/hivstd/taxonomy/taxonomy.pdf.

Services provided through these funds shall be consistent with the HASA’s approved Comprehensive HIV Services Plan and are subject to availability of funds. The Comprehensive HIV Services Plan is found at: http://www.dshs.state.tx.us/hivstd/planning_profiles/service.shtm. Contractor is responsible for ensuring that these services are provided.

1. Medical Services – outpatient/ambulatory medical care; AIDS pharmaceutical assistance; early intervention services; health insurance premium and cost sharing assistance; home and community-based health services, including professional, para-professional and durable medical equipment; home health care, including specialty care; hospice services; medical case management; medical nutritional therapy; mental health/mental retardation services; oral health services; and substance abuse services – outpatient.

2. Support Services – non-medical case management; child care services; emergency financial
assistance; food bank/home-delivered meals; health education/risk reduction; housing services; legal services; linguistic services; medical transportation services; outreach services; psychosocial support services; referral for health care; rehabilitation services; respite care; substance abuse services – residential; and treatment adherence counseling.

3. Requirements Applying to Medical AND Support Services –
Contractor shall ensure that services funded by this Renewal Program Attachment includes either direct service provision by the subcontractor or by subcontractor referral for screening, diagnosis, and treatment of sexually transmitted diseases and Hepatitis A, B, and/or C, Tuberculosis (TB), mental health/mental retardation and substance abuse services, as deemed appropriate by the provider who performs the screening. Services under this category shall offer HIV/STD risk reduction services and education and partner services in conjunction with local Sexually Transmitted Disease (STD) programs. If such care is obtained through a referral, subcontractor shall ensure that such care is accessible to referred clients and subcontractor is responsible for tracking referrals for completion.

Contractor shall ensure that Health Insurance Continuation funds are available in the HASAs, to eligible individuals with HIV infection to:

1. Maintain continuity of health and dental insurance; or
2. Obtain and/or receive medical benefits under a health and dental insurance program.

HIV insurance continuation funds shall be used only for payment of insurance premiums, deductibles, co-insurance payments, copayments, and related administrative costs. HIV insurance assistance shall be provided directly to the insurance carrier, insurance administrator, or health provider, rather than to the client. Insurance premiums may be prepaid, including that part of the coverage period which extends beyond the Renewal Program Attachment term. Contractor shall ensure that the Health Insurance Assistance Policy 260.002, http://www.dshs.state.tx.us/hivstd/policies/policies.shtm, is followed and that client eligibility processes are adhered to.

Contractor shall ensure that subcontractors provide services directly to client. Any direct services contracted out by subcontractors to other subcontractors must be phased out by the end of this Renewal Program Attachment term.

Contractor shall ensure subcontractors do not use funds for in-patient hospital services, nursing home or other long-term care facilities, or to supplant or supplement existing Medicaid/Medicare services. However, funds may be used for residential hospice care provided within an in-patient setting such as a hospital or nursing home that is properly staffed and licensed for such care (as mandated by hospice regulations).

Contractor shall comply with all applicable federal and state statutes, policies, standards, guidelines and regulations including, but not limited to http://www.dshs.state.tx.us/hivstd/clinical/pdf/contract_reqs.pdf.
Contractor shall comply with the Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.

Contractor shall ensure subcontractors providing direct services adopt written protocols, standards and guidelines based on the latest medical knowledge regarding the care and treatment of persons with HIV infection, consistent with the law and policies referenced herein. The above documents are incorporated by reference and made a part of this Renewal Program Attachment.

Federal policies and guidelines listed in the above link are also available from the HIV/AIDS Treatment Information Services (ATIS) at [http://www.hivatis.org](http://www.hivatis.org); and on the DSHS HIV/STD website at [http://www.dshs.state.tx.us/hivstd/clinical/pdf/contract_reqs.pdf](http://www.dshs.state.tx.us/hivstd/clinical/pdf/contract_reqs.pdf). Contractor is responsible for maintaining access to current standards and guidelines for its staff working on activities under this Renewal Program Attachment.

Contractor shall fully cooperate with all programmatic performance monitoring activities initiated by DSHS and/or the Texas Health and Human Services Commission and/or an authorized representative of those entities.

For purposes of this Renewal Program Attachment, Contractor shall not use funds to make payments to clients of services or to purchase or improve any building or other facility.

In addition to complying with all the terms and conditions of this Renewal Program Attachment, Contractor shall not impose policies, procedures, or expenses upon Contractor’s subcontractors that are supplemental to DSHS requirements which may create: 1) barriers for services to be delivered to clients, and/or, 2) undue burden upon the administrative, fiscal, and/or programmatic structures.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of unanticipated financial shortfalls. DSHS Program will monitor Contractor’s expenditures on a quarterly basis. If expenditures are below that projected in Contractor’s total contract amount as shown in SECTION VIII. BUDGET, Contractor’s budget may be subject to a decrease for the remainder of the Renewal Program Attachment term.

Vacant positions existing after 90 days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used, in part, to assess Contractor’s effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the terms of the contract. All referenced plans, policies, procedures, and schedules must be made available on a timely basis for on-site review and must be consistent with DSHS policies.
Contractor shall expend a minimum of ninety-five (95%) of total contract budget, as show in SECTION VIII BUDGET, by the end of the contract term.

Administrative performance measures include the following:

- Contractor shall serve as the Administrative Agency for the approved HASA.

- Contractor shall distribute all service delivery funds according to the service priorities and allocations established in its approved Comprehensive HIV Services Plan (see http://www.dshs.state.tx.us/hivstd/planning_profiles/service.shtm), and make reallocations only with the advance written approval of DSHS in accordance to Reallocation Policy (at http://www.dshs.state.tx.us/hivstd/policy/policies/241006.pdf) and the reallocation form (at http://www.dshs.state.tx.us/hivstd/policy/policies/241006a.xls).

- Contractor shall provide programmatic and financial monitoring of subcontractors according to Contractor’s established internal policies, procedures, and schedules. This shall include monitoring of all direct client services, including clinical and case management services. Contractor’s policies and procedures shall be consistent with the requirements herein and with DSHS’ policy on this subject [reference link (http://www.dshs.state.tx.us/hivstd/pops/default.shtm) listed above].

- Contractor shall provide technical assistance to subcontractors according to Contractor’s established internal policies, procedures, and schedules. Contractor’s policies and procedures shall be consistent with the requirements herein and with DSHS’ policy on this subject [reference link (http://www.dshs.state.tx.us/hivstd/pops/default.shtm) listed above].

- Contractor shall manage and improve client-level program reporting data according to Contractor’s established internal policies, procedures, and schedules. Contractor’s policies and procedures shall be consistent with the requirements herein and with DSHS’ policy on this subject [reference link (http://www.dshs.state.tx.us/hivstd/pops/default.shtm) listed above].

- Contractor shall implement a quality management (QM) system according to the Contractor’s established QM Plan. Contractor’s policies and procedures shall be consistent with the requirements herein and with DSHS’ policy on this subject [reference link http://www.dshs.state.tx.us/hivstd/fieldops/Page_02/AA_review_tool.pdf].

- All services delivered through subcontractors shall meet the minimum standards for services developed by DSHS; these are found at http://www.dshs.state.tx.us/hivstd/pops/default.shtm.

Service delivery performance measures include the following:

- Clients shall be those who receive services in the following county (ies)/area: Collin, Cooke, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, Rockwall
Contractor shall provide all eligible HIV services to clients in accordance with the Comprehensive HIV Services Plan, http://www.dshs.state.tx.us/hivstd/planning_profiles/service.shtm, and the HIV Services Taxonomy, http://www.dshs.state.tx.us/hivstd/taxonomy/taxonomy.pdf. Contractor shall ensure at least 5608 identified unduplicated clients shall receive eligible services during the term of this Renewal Program Attachment (4/1/2010-03/31/2011).

• Performance measures should be reported separately for each HIV Service Delivery Area (HSDA), in the format specified by DSHS.

• Contractor shall monitor the delivery of HIV services against the Estimated Units of Service shown in Table 1 of the contractor’s most recent application for delivery of these services.

• Contractor shall ensure that no more than ten percent of the service delivery allocation provided in this Renewal Program Attachment is expended by subcontractors for administrative costs.

• Contractor shall meet any other performance measures required in the final, approved supplemental performance measures (see attached Exhibit A) to deliver these services.

• Contractor shall receive and distribute funds according to the service priorities established in the Comprehensive HIV Services Plan. Contractor shall not obligate, transfer, or expend funds from any HSDA for Contractor’s administration. Funds may be reallocated across HSDA according to the provisions of DSHS policy No. 241.006 located at http://www.dshs.state.tx.us/hivstd/policies/policies/241006.pdf.

PROGRAM EVALUATION REQUIREMENTS:

Contractor serving as the Administrative Agency shall be responsible for the program performance of its subcontractors, and shall conduct ongoing monitoring of clinical, case management, fiscal, and programmatic performance of those subcontractors.

PROGRAM REPORT REQUIREMENTS

Contractor shall utilize (and ensure that each subcontractor utilizes) a standard quarterly program format provided by DSHS. Contractor accepts responsibility and accountability for each subcontractor’s compliance and timely submission of the documentation required in the quarterly program narrative report. Contractor shall submit quarterly program reports on or before July 30, 2010, October 30, 2010, January 30, 2011, and May 30, 2011. The quarterly reporting format may be accessed at http://www.dshs.state.tx.us/hivstd/fieldops/page9.shtm. The reports shall be submitted by email to: hivstdreport.tech@dshs.state.tx.us

Contractor shall maintain subcontractor’s reports and should be accessible for inspection upon DSHS’ request.

PROGRAM ATTACHMENT – Page 9
DATA REQUIREMENTS

Contractor shall assure that subcontractors submit, at a minimum, all required data elements under this contract for each client who receives services through the funded provider, regardless of source of funding. Such reporting shall be completed through the URS in accordance with all policies, guidelines and instructions provided by DSHS. In addition, all services noted as supported with DSHS funds directed through Contractor shall include information on the cost of each unit of service. This information will aid DSHS in tracking the number of persons with HIV disease receiving comprehensive outpatient health and support services, and the expenditures made for their care.

Contractor shall submit plan for improving the quality of data received through the URS. This Data Improvement Plan is due to DSHS on April 1, 2010. Once submitted, DSHS will review document and Contractor may be required to make modifications based on DSHS review. Contractor shall implement the final plan approved by DSHS, by the given deadlines. Reporting of progress and implementation of the plan is required in the quarterly report noted in Section VII, Special Provision, Compliance and Reporting.

Contractor shall facilitate the reporting of client level information, as included in the URS known as the AIDS Regional Information and Evaluation System (ARIES). These data include information about each client who receives services and is HIV positive, along with a number of encounters by each client with Contractor or its subcontractors for its services, as well as other information included in ARIES. Services should be attributed to a services contract within ARIES and all services should be entered with a reasonable estimate of cost. The information will aid DSHS in tracking the number of persons with HIV disease receiving comprehensive outpatient health and support services.

Contractor shall also require its subcontractors to have inputted data into ARIES for clients served during January 1, 2010-March 31, 2010 prior to the start of the contract. If data has not been inputted for this timeframe, contractor shall ensure this activity takes place immediately.

In addition to maintaining the URS data, Contractor shall also require its subcontractors to submit the Ryan White HIV/AIDS Program Data Report for services delivered from January 1 to December 31 2010 electronically by February 15, 2011; Contractor shall follow all instructions issued by DSHS concerning submission of this report.

Contractor shall also respond to special requests for data from DSHS by the deadlines specified.
The reports and data collection activities shall be completed to the satisfaction of DSHS for reimbursement vouchers to be processed. Failure to meet these conditions constitutes a breach of contract.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to two (2) additional one-year terms at DSHS' sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement. Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13), http://www.dshs.state.tx.us/grants/forms/b13form.doc, and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, Mail Code 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Contractor shall submit the final Financial Status Report to the Claims Processing Unit and an electronic copy to the assigned Contract Manager at Susana.garcia@dshs.state.tx.us.

SECTION VII. SPECIAL PROVISIONS:

General Provisions ARTICLE III FUNDING, Section 3.05 Program Income, is revised to include the following:

All revenues received from the delivery of contract services shall be identified and reported and shall be utilized as provided in this section.
Program Income generated under this Renewal Program Attachment shall be used for current costs, as allowable under this contract, and the income shall be budgeted and expended during the budget period in which it is realized. The receipt and expenditure of all program income shall be reported on the quarterly Financial Status Report, State of Texas Supplemental Form 269A (DSHS Form GC-4a) for the applicable reporting period. This form can be located at http://www.dshs.state.tx.us/grants/forms.shtml.

Contractor shall ensure that any service provider that charges an allowable fee to clients for services funded by this Renewal Program Attachment shall base the collection of those fees upon a sliding-fee schedule or co-payment which uses as its premise the latest Federal Poverty Guidelines, http://aspe.hhs.gov/poverty/09poverty.shtml. Persons with an annual gross family income at or below 100% of the Federal Poverty Guidelines shall not be charged for any services covered by this funding. In accordance with Title 25 Texas Administrative Code §1.91, no one shall be denied services due to their inability to pay. Please refer to the following chart for allowable charges:

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

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

Annual aggregate charges (including fees and co-payments) shall not exceed the total allowable annual charges, as described in the chart above. The term "aggregate charges" applies to the total annual charges that may be collected from a client for all services rendered through this Renewal Program Attachment.

For purposes of this Renewal Program Attachment, Contractor shall not use funds to make payments to clients of intended services or to purchase or improve (other than minor remodeling) any building or other facility.

General Provisions ARTICLE IV PAYMENT METHODS AND RESTRICTIONS, Section 4.01 Payment Methods, is amended to include the following:

In addition, Contractor shall bill third party payers for services provided under the Renewal Program Attachment, at no cost to the client, with the exception of co-payments required by third party payers. These potential payers include private insurance carriers, Medicaid, other
available federal, state, local, and private funds, etc. A Contractor who contracts for funds with DSHS is required to be, or become prior to proving services as described herein, a Medicaid provider for applicable program activities unless Contractor requests and receives a written waiver of this requirement from the DSHS HIV and STD Comprehensive Services Branch. All clients should be screened for potential Medicaid eligibility. Eligible clients must be expeditiously enrolled in Medicaid and funds may not be used to pay for any Medicaid-covered services for Medicaid enrollees. Contractor shall be able to demonstrate the capacity to actively promote successful client enrollment in Medicaid and other third party payer sources for which clients may be eligible. Contractors who cannot meet eligibility requirements to become Medicaid providers for applicable program activities must apply for a waiver. Conditions under which a waiver may be granted, and associated deadlines, are located in DSHS HIV/STD policy number 590.001, http://www.dshs.state.tx.us/hivstd/policy/policies/590001.pdf.

Contractors shall ensure the following criteria are met if subcontractor requests a one-time advance to meet immediate, appropriate need for cash disbursement:

- Submit detailed written justification and supporting documentation specifying the need for a working capital advance;
- Advance shall be requested within 30 calendar days of the start date of this Renewal Program Attachment;
- The amount of the advance shall not exceed twelve percent (12%) of this Renewal Program Attachment award amount.
- Contractor shall promptly act upon requests for one-time advances from Contractor’s subcontractors. Contractor shall reimburse subcontractors within 10 calendar days of receipt of reimbursement from DSHS on approved requests for one-time advances.
- Advance funds shall be expended during this Renewal Program Attachment term so that, after the final monthly billing, Contractor’s subcontractors shall not have advance funds on hand.

Strict adherence to the General Provisions ARTICLE VII. CONFIDENTIALITY is required due to the sensitive and highly personal nature of HIV/AIDS-related information.

Therefore, General Provisions ARTICLE VII CONFIDENTIALITY, Section 7.02 Department Access to PHI and Other Confidential Information, is revised to include the following:

DSHS shall have timely access to a client or patient record in the possession of Contractor or any subcontractor under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.
General Provisions, **ARTICLE VII CONFIDENTIALITY**, Section 7.03 **Exchange of Client-Identifying Information**, is required due to the sensitive and highly personal nature of HIV/AIDS-related information. This article is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

General Provisions **ARTICLE VIII RECORDS RETENTION**, Section 8.01 **Retention**, is hereby revised to include the following requirement:

The HIV/STD Comprehensive Services Branch Records Retention schedule can be accessed at [http://www.dshs.state.tx.us/records/HIV-STDComprehensiveSvs.pdf](http://www.dshs.state.tx.us/records/HIV-STDComprehensiveSvs.pdf).

General Provisions **ARTICLE XIII. GENERAL TERMS**, Section 13.15 **Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Renewal Program Attachment.

**SECTION VIII. BUDGET:**

Source of Funds: CFDA#: 93.917
TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature

Zachary Thompson

Print Name of Authorized Individual

2010-034671

Application or Contract Number

DALLAS COUNTY

Organization Name

Date

CSCU # EF29-12374 - Revised 08.10.07
Contractor must fulfill and execute all the obligations contained in the final, approved performance measures (Exhibit A). The table reflects the service allocations and service units and persons to be served with those funds. Columns 2 and 3 reflect the number of units to be delivered and persons to be served. Column 4 indicates the total allocation for that category; this includes service provider administrative costs. The total of all allocations equal the total for the HSDA’s RWSD allocation. Column 6 indicates the percentage of the total award that is allocated to that service category.

<table>
<thead>
<tr>
<th>SERVICE CATEGORY*</th>
<th>OBJECTIVES</th>
<th>ALLOCATION FOR HSDA</th>
<th>% OF TOTAL ALLOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units: Persons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient/Ambulatory Medical Care</td>
<td>310: 52</td>
<td>$57,763.00</td>
<td>31.88%</td>
</tr>
<tr>
<td>AIDS Pharmaceutical Assistance (local)</td>
<td>410: 49</td>
<td>$30,892.00</td>
<td>17.05%</td>
</tr>
<tr>
<td>Oral Health Care</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Early Intervention Services (Parts A and B)</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Health Insurance Premium and Cost Sharing Assistance</td>
<td>160: 27</td>
<td>$23,101.00</td>
<td>12.75%</td>
</tr>
<tr>
<td>Home Health Care</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Medical Nutrition Therapy</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Hospice Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Home and Community-Based Health Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Mental Health Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Substance Abuse Services - Outpatient</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Medical Case Management (including treatment adherence)</td>
<td>1422: 87</td>
<td>$26,254.00</td>
<td>14.49%</td>
</tr>
<tr>
<td>Case Management (non-medical)</td>
<td>1500: 90</td>
<td>$26,163.00</td>
<td>14.44%</td>
</tr>
<tr>
<td>Child Care Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Emergency Financial Assistance</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Food Bank / Home Delivered Meals</td>
<td>338: 40</td>
<td>$5,345.00</td>
<td>2.95%</td>
</tr>
</tbody>
</table>

DSHS Table 1
Revised 4-2-08
<table>
<thead>
<tr>
<th>Service</th>
<th>Number of Cases</th>
<th>Cost</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Education / Risk Reduction</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Housing Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Legal Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Linguistic Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Medical Transportation Services</td>
<td>489</td>
<td>$11,671.00</td>
<td>6.44%</td>
</tr>
<tr>
<td>Outreach Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Psychosocial Support Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Referral for Health Care / Supportive Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Rehabilitation Services</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Respite Care</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Treatment Adherence Counseling (non-medical)</td>
<td></td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$181,189.00</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

The following services may not be funded with Ryan White Part B funds:

<table>
<thead>
<tr>
<th>Service</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Buddy / Companion Services</td>
<td>0.00%</td>
</tr>
<tr>
<td>Child Welfare Services</td>
<td>0.00%</td>
</tr>
<tr>
<td>Client Advocacy</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transportation</td>
<td>0.00%</td>
</tr>
<tr>
<td>Pediatric Developmental Assessment and Early Intervention Services</td>
<td>0.00%</td>
</tr>
<tr>
<td>Permanency Planning</td>
<td>0.00%</td>
</tr>
<tr>
<td>Referrals to Clinical Research</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Direct Support Services (Attach a separate sheet detailing services to be funded)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Allocation</strong></td>
<td><strong>$181,189.00</strong></td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>SERVICE CATEGORY*</th>
<th>OBJECTIVES</th>
<th>ALLOCATION FOR HSDA</th>
<th>% OF TOTAL ALLOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units</td>
<td>Persons</td>
<td>Allocation</td>
</tr>
<tr>
<td>Outpatient/Ambulatory Medical Care</td>
<td>7208</td>
<td>1582</td>
<td>$1,565,832.00</td>
</tr>
<tr>
<td>AIDS Pharmaceutical Assistance (local)</td>
<td>2505</td>
<td>579</td>
<td>$104,210.00</td>
</tr>
<tr>
<td>Oral Health Care</td>
<td>1074</td>
<td>432</td>
<td>$125,909.00</td>
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<tr>
<td>Early Intervention Services (Parts A and B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Insurance Premium and Cost Sharing Assistance</td>
<td>1762</td>
<td>355</td>
<td></td>
</tr>
<tr>
<td>Home Health Care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Nutrition Therapy</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>Mental Health Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Substance Abuse Services - Outpatient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Case Management (including treatment adherence)</td>
<td>5136</td>
<td>1149</td>
<td>$216,189.00</td>
</tr>
<tr>
<td>Case Management (non-medical)</td>
<td>10596</td>
<td>1584</td>
<td>$326,832.00</td>
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<tr>
<td>Child Care Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Financial Assistance</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Food Bank / Home Delivered Meals</td>
<td>9986</td>
<td>1289</td>
<td>$106,621.00</td>
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</tbody>
</table>

DSHS Table 1

Revised 4-2-08
<table>
<thead>
<tr>
<th>Service</th>
<th>Subtotal</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Education / Risk Reduction</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Housing Services</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Legal Services</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Linguistic Services</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Outreach Services</td>
<td></td>
<td></td>
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<tr>
<td>Psychosocial Support Services</td>
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<td>Referral for Health Care / Supportive Services</td>
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<tr>
<td>Rehabilitation Services</td>
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<td>0.00%</td>
</tr>
<tr>
<td>Respite Care</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Treatment Adherence Counseling (non-medical)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$2,678,926.00</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

The following services may not be funded with Ryan White Part B funds

<table>
<thead>
<tr>
<th>Service</th>
<th>Subtotal</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buddy / Companion Services</td>
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<td>0.00%</td>
</tr>
<tr>
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<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Client Advocacy</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Pediatric Developmental Assessment and Early Intervention Services</td>
<td></td>
<td>0.00%</td>
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<td>Permanency Planning</td>
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<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Allocation</strong></td>
<td><strong>$2,678,926.00</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
# Fiscal Year 2010 Department of State Health Services Contract
## General Provisions
### (Core/Subrecipient)

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Fiscal Year 2010 Department of State Health Services Contract
General Provisions (Core/Subrecipient)

ARTICLE I  COMPLIANCE AND REPORTING

Section 1.01 Compliance with Statutes and Rules. Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 Compliance with Requirements of Solicitation Document. Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon the Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in the Contractor's response to the Solicitation Document shall constitute a breach of this Contract.

Section 1.03 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 Client Financial Eligibility. Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

Section 1.06 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code
Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor’s Budget, Planning and Policy Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__-14. If applicable, Contractor shall comply with the Federal awarding agency’s Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 Statutes and Standards of General Applicability. It is Contractor’s responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor agrees to comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;

b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;

c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;

d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;

e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;

f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, regarding the non-use of all tobacco products;

g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;

h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;

j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;


l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;

m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;

n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;


p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merist systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);

q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;

r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;

et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;

t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and

u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the Division Contract Management Unit assigned to the Program Attachment.

Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts. Certain sections or portions of sections of these General Provisions shall not apply to Contractors that are State agencies or units of local government; and certain additional provisions shall apply to such Contractors.

a) The following sections or portions of sections of these General Provisions shall not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;
   5) Fidelity Bond, Section 12.04;
   6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   7) Debt to State and Corporate Status, Section 3.01;
   8) Application of Payment Due, Section 3.02; and
   9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions shall apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions shall apply to interlocal contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
2) Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, shall be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 Civil Rights Policies and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor must notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval shall constitute grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.
ARTICLE II SERVICES

Section 2.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Disaster services shall be carried out in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on the primary services of the Contractor.

Section 2.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, the treatment of a minor shall be provided only if informed consent to treatment is obtained pursuant to Tex. Fam. Code, Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code, Chapter 32, federal law shall supersede state law.

Section 2.04 Telemedicine Medical Services. Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using protocol approved by the Contractor's medical director and utilizing equipment that complies with the equipment standards as required by the Department. Procedures of telemedicine service provision must include the following requirements:

a) clinical oversight by the Contractor's medical director or designated physician responsible for medical leadership;

b) contraindication considerations for telemedicine use;

c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;

d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;

e) use by credentialed licensed providers providing clinical care within the scope of their licenses;

f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;

h) quality oversight and monitoring of satisfaction of the individuals served; and

i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 Fees for Personal Health Services. Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule § 1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee shall not exceed the actual cost of providing the services. No patient may be denied a service due to inability to pay.

Section 2.06 Cost Effective Purchasing of Medications. If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 Services and Information for Persons with Limited English Proficiency. Contractor agrees to take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and the use of such a person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 Debt to State and Corporate Status. Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State’s office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor’s delinquent franchise tax is paid in full.
Section 3.02 Application of Payment Due. Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 Use of Funds. Contractor agrees that it shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 Use for Match Prohibited. Contractor agrees funds provided through this Contract shall not be used for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 Program Income. Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, the addition alternative, as provided in UGMS § 25(g)(2), for the use of program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Program income not expended in the term in which it is earned shall be refunded to DSHS. DSHS may base future funding levels, in part, upon Contractor’s proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions set forth in this Contract.

Section 3.06 Nonsupplanting. Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 Payment Methods. Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each program shall be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or

b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.
Section 4.02 Billing Submission. Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 Final Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS’s offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as, a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 Working Capital Advance. If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department’s discretion. Contractor must submit documentation to the Division Contract Management Unit assigned to the Program Attachment to justify the need for a working capital advance. The working capital advance must be liquidated as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor’s Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts.

Section 4.05 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. The final FSR must be submitted not later than sixty (60) days following the end of the applicable term.

Section 4.06 Third Party Payors. A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children’s Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill
the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the 30-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor must comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor’s performance, and all invoices and Contractor’s performance are subject to audit or review by the Department.

Section 5.02 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor’s repayment obligations.

Section 5.03 Condition Precedent to Requesting Payment. Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 Acceptance as Payment in Full. Except as permitted in the Fees for Personal Health Services section or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 Allowable Costs. For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS shall determine whether costs
submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the date(s) due. DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

<table>
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<th>Applicable Entity</th>
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<td>Non-Profit Organizations</td>
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<td>For-profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular.</td>
<td>48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</td>
<td>OMB Circular A-133 and UGMS</td>
<td>UGMS and applicable Federal awarding agency common rule</td>
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A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at [http://www.dshs.state.tx.us/contracts/links.shtm](http://www.dshs.state.tx.us/contracts/links.shtm). OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.
Section 6.02 **Independent Single or Program-Specific Audit.** If Contractor within Contractor’s fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor must have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor’s fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The HHSC Office of Inspector General (OIG) will notify the Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and Uniform Grant Management Standards (UGMS) located through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor must require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and must require the audit firm to contract with an independent audit firm to perform a second partner review of the single or program-specific audit work performed for the Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department’s Contract Oversight and Support Section, and one copy to the Texas Health and Human Services Commission (HHSC), Office of Inspector General (OIG), at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Texas Health and Human Services Commission

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If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII  CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable Rules.

Section 7.02 Department Access to PHI and Other Confidential Information. Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information. Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records. Contractor must maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS.
upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if
care or treatment is transferred to another DSHS-funded contractor.

Section 7.05  **HIV/AIDS Model Workplace Guidelines.** If providing direct client care,
services, or programs, Contractor shall implement Department’s policies based on the HIV/AIDS
(human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace
Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and
Contractor shall educate employees and clients concerning HIV and its related conditions,
including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the
Model Workplace Guidelines can be found at

**ARTICLE VIII  RECORDS RETENTION**

Section 8.01  **Retention.** Contractor shall retain records in accordance with applicable state and
federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all
other records, including financial records that are generated or collected by Contractor under the
provisions of this Contract, for a period of four (4) years after the termination of this Contract. If
services are funded through Medicaid, the federal retention period, if more than four (4) years,
shall apply. Contractor shall retain all records pertaining to this Contract that are the subject of
litigation or an audit until the litigation has ended or all questions pertaining to the audit are
resolved. Legal requirements for Contractor may extend beyond the retention schedules
established in this section. Contractor shall retain medical records in accordance with Tex.
Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and
regulations governing medical information. Contractor shall ensure that this provision
concerning records retention is included in any subcontract it awards. If Contractor ceases
business operations, it shall ensure that records relating to this Contract are securely stored and
are accessible by the Department upon Department’s request for at least four (4) years from the
date Contractor ceases business or from the date this Contract terminates, whichever is sooner.
Contractor shall provide the name and address of the party responsible for storage of records to
the Division Contract Management Unit assigned to the Program Attachment.

**ARTICLE IX  ACCESS AND INSPECTION**

Section 9.01  **Access.** In addition to any right of access arising by operation of law, Contractor,
and any of Contractor’s affiliate or subsidiary organizations or subcontractors shall permit the
Department or any of its duly authorized representatives, as well as duly authorized federal, state
or local authorities, including the Comptroller General of the United States, OIG, and the State
Auditor’s Office (SAO), unrestricted access to and the right to examine any site where business
is conducted or client services are performed, and all records (including client and patient
records, if any, and Contractor personnel records and governing body personnel records), books,
papers or documents related to this Contract; and the right to interview members of Contractor’s
governing body, staff, volunteers, participants and clients concerning the Contract, Contractor’s
business and client services. If deemed necessary by the Department or the OIG, for the purpose
of investigation or hearing, Contractor shall produce original documents related to this Contract.
Further, Contractor shall ensure that information collected, assembled or maintained by the
Contractor relative to this Contract is available to the Department for the Department to respond

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to requests that it receives under the Public Information Act. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall ensure that this provision concerning the right of access to, and examination of, sites and information related to this Contract is included in any subcontract it awards.

Section 9.02 **State Auditor’s Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. The Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. Contractor shall ensure that this provision concerning the authority to audit funds will apply to funds received indirectly by subcontractors through the Contractor, and the requirement to cooperate, is included in any subcontract it awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor’s records or during an inspection of Contractor’s site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a plan of corrective action to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X **NOTICE REQUIREMENTS**

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: HIV/STD; Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and WIC Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department’s Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childdabusereporin2. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment significant incidents involving substantial disruption of Contractor’s program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.
Section 10.03 Litigation. Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification shall include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 Action Against the Contractor. Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification shall include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If the Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or nonprofit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the Division Contract Management Unit assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 Insolvency. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of Contractor’s insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by the Contractor’s governing body.

Section 10.06 Misuse of Funds and Performance Malfeasance. Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 Criminal Activity and Disciplinary Action. Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offence related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor has engaged in any activity that would constitute a criminal offense equal to or
greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for
disciplinary action by a state or federal regulatory authority, or has been placed on community
supervision, received deferred adjudication, or been indicted for or convicted of a criminal
offense relating to involvement in any financial matter, federal or state program or felony sex
crime. Contractor shall make the reports required by this section no later than three (3) working
days from the date that the Contractor has knowledge or reason to believe such activity has taken
place. Contractor shall ensure that any person who engaged, or was alleged to have engaged, in
an activity subject to reporting under this section is prohibited from performing direct client
services or from having direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 Retaliation Prohibited. Contractor shall not retaliate against any person who
reports a violation of, or cooperates with an investigation regarding, any applicable law, rule,
regulation or standard to the Department, another state agency, or any federal, state or local law
enforcement official.

Section 10.09 Documentation. Contractor shall maintain appropriate documentation of all
notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 Certification. Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or
state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment,
declared ineligible, or excluded from participation in this transaction by any federal or
state department or agency;
c) it has not knowingly failed to pay a single substantial debt or a number of outstanding
debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of
the balance of a debt;
e) it is in good standing with all state and/or federal agencies that have a contracting or
regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an
agent or managing employee of Contractor has been convicted of a criminal offense
related to involvement in any program established under Medicare, Medicaid, or a federal
block grant;
g) neither it, nor its principals have within the three-year period preceding this Contract, has
been convicted of or had a civil judgment rendered against them for commission of fraud
or a criminal offense in connection with obtaining, attempting to obtain, or performing a
private or public (federal, state or local) transaction or contract under a private or public
transaction, violation of federal or state antitrust statutes (including those proscribing
price-fixing between competitors, allocation of customers between competitors and bid-
rigging), or commission of embezzlement, theft, forgery, bribery, falsification or
destruction of records, making false statements or false claims, tax evasion, obstruction
of justice, receiving stolen property or any other offense indicating a lack of business
integrity or business honesty that seriously and directly affects the present responsibility
of Contractor or its principals;

h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and

i) neither it, nor its principals within a three-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the Division Contract Management Unit assigned to the Program Attachment. If Contractor’s status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the Division Contract Management Unit assigned to the Program Attachment.

Section 11.02 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor agrees to maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor’s governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of the Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for the Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if the Contractor or any person who would have financial
participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 Antitrust. Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for the Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 Initiation and Completion of Work. Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of the Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions shall also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 Management and Control Systems. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its
subsequent amendments, which is available at the Department’s web site: http://www.dshs.state.tx.us/contracts. Contractor shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department’s Contractor’s Financial Procedures Manual. Those requirements shall include, at a minimum, the following:

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

b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and

c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 Insurance. Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 Fidelity Bond. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance shall provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor’s employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 Liability Coverage. For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as “director and officer liability coverage” or similar coverage for all persons in management or governing positions within Contractor’s organization or with management or governing authority over Contractor’s
organization (collectively “responsible persons”). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor must maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department’s interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 Overtime Compensation. Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 Program Site. All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 Cost Allocation Plan. Contractor shall submit a Cost Allocation Plan in the format provided in the Department’s Contractor’s Financial Procedures Manual to the Department’s Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than the 60th calendar day after the effective date of the Contract, except under the circumstance where a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor’s plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. In the event that the Cost Allocation Plan changes during the Contract term, Contractor must submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plan must comply with the guidelines provided in the Department’s Contractor’s Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts.

Section 12.09 Reporting for Unit Rate and Fee-For-Service Contracts. Contractor shall submit reports concerning unit rate and fee-for-service contracts to the Department in accordance
with the requirements stated in the Department’s Contractor’s Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department’s HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor agrees to make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department’s HUB Coordinator by the 15th day of each month for the prior month’s activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into an agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contracts with subcontractors shall be in writing and include the following:

- a) name and address of all parties;
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total amount of contract;
- d) clearly defined and executable termination clause;
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s);
- f) access to inspect the work and the premises on which any work is performed, in accordance with the Access and Inspection Article in these General Provisions; and
- g) a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall monitor subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and under this Contract. Contractor shall not contract with a subcontractor, at any tier, that is debarred or suspended or excluded from or ineligible for participation in federal assistance programs.
Section 12.13 **Status of Subcontractors.** Contractor shall include in all its contracts with subcontractors, the certifications stated in the Assurances and Certifications Article of these General Provisions. Contractor shall also require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms.** Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract, and provide that the subcontractor is subject to audit by DSHS, HHSC and the SAO.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. In the event that the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. In the event of Contract termination under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the Division Contract Management Unit assigned to the Program Attachment within ten (10) business days of any change to the following: Contractor's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. A change in Contractor’s name requires an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers,
emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor is required to initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the Division Contract Management Unit assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract shall be itemized in Contractor’s equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor’s Contract Revision Request, as appropriate.

Section 12.23 **Equipment Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and submit an annual cumulative report to the Department’s Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtml. Contractor shall administer a program of maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title shall revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor’s bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title reverts to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and the Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any
other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 Property Acquisitions. Department funds may not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 Disposition of Property. Contractor shall follow the procedures in the American Hospital Association’s (AHA’s) “Estimated Useful Lives of Depreciable Hospital Assets” in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersedes or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) shall be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the Division Contract Management Unit assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor must ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 Closeout of Equipment. At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds shall be secured by the Contractor at the time of Closeout or termination of the Program Attachment and shall be disposed of according to the Department’s disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at the Contractor’s expense.

Section 12.29 Assets as Collateral Prohibited. Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 Lobbying. Contractor shall comply with Tex. Gov Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract to pay any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of
Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the Division Contract Management Unit assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the Division Contract Management Unit assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section .27 and A-21 paragraphs 17 and 24. Contractor shall include this provision in any subcontracts.

Section 13.03 Conflict of Interest. Contractor represents to the Department that it does not have nor shall it knowingly acquire any financial or other interest that would conflict in any manner with the performance of its obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor, its principal (or a member of the principal’s immediate family), or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Section 13.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to the Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to the Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. The Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of the Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

General Provisions (Core Subrecipient) 2010
Section 13.05 Intellectual Property. Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

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

b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS shall have the right to obtain and hold in its name any and all patents, copyright, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number ____ from (federal awarding agency)" or "The project described was supported by grant number ____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

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

c) If the results of the contract performance are subject to copyright law, the Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the Division Contract Management Unit assigned to the Program Attachment.
Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and the Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and shall not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason shall not release either Party from any liabilities or obligations set forth in this Contract that (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by the Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.
Section 13.15 Amendment. Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor’s Notification of Change to Certain Contract Provisions section or the Contractor’s Request for Revision to Certain Contract Provisions section of this Article. Contractor’s request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the Division Contract Management Unit assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor’s written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS shall not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS may not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 Contractor’s Notification of Change to Certain Contract Provisions. The following changes may be made to this Contract without a written amendment or the Department’s prior approval:

a) contractor’s contact person and contact information;
b) contact information for key personnel, as stated in Contractor’s response to the Solicitation Document, if any;
c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures; and
e) a change in the Contractor’s share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten (10) calendar days shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 Contractor’s Request for Revision of Certain Contract Provisions. A Contractor’s Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by the Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor’s Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget. (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer);
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract);
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
g) changes to community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor’s representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Division Contract Management Unit assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 Hold Harmless and Indemnification. Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either Party’s rights under this Contract.

Section 13.21 Electronic and Information Resources Accessibility Standards. As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the
commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

Section 13.22 Force Majeure. Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 Interim Contracts. The Parties agree that the Contract and/or any of its Program Attachments shall automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS shall notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.
ARTICLE XIV  BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor’s application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in the Contractor’s application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 General Remedies and Sanctions. The Department will monitor Contractor for both programmatic and financial compliance. The remedies set forth below are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions listed below does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If the Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the actions listed below:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert the Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. The Contractor agrees that it shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor’s authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend
this Contract, or (2) an action taken by the Department to immediately exclude a person
from participating in contract transactions for a period of time, pending completion of an
investigation and such legal or debarment proceedings as may ensue. Contractor may not
bill DSHS for services performed during suspension, and Contractor’s costs resulting
from obligations incurred by Contractor during a suspension are not allowable unless
expressly authorized by the notice of suspension;

c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in
this Contract or consistent with Contract performance expectations, 2) achieve or
maintain the proposed level of service, 3) expend funds appropriately and at a rate that
will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or
action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the
temporary withholding of a working capital advance, if applicable, or reimbursements or
payments to Contractor for proper charges or obligations incurred, pending resolution of
issues of noncompliance with conditions of this Contract or indebtedness to the United
States or to the State of Texas;
g) permanently withhold cash payments. Permanent withholding of cash payment means
that Department retains funds billed by Contractor for (1) unallowable, undocumented,
disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with
Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department’s determination that this Contract was
obtained fraudulently or upon the Department’s determination that this Contract was
illegal or invalid from this Contract’s inception and demand repayment of any funds paid
under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or
any other state bid list, and barred from participating in future contracting opportunities
with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other
imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on
accelerated monitoring for a period not to exceed six (6) months at which time items of
noncompliance must be resolved or substantial improvement shown by Contractor.
Accelerated monitoring means more frequent or more extensive monitoring will be
performed by Department than would routinely be accomplished;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted
by Contractor;
o) demand repayment from Contractor when it is verified that the Contractor has been
overpaid, e.g., because of disallowed costs, payments not supported by proper
documentation, improper billing or accounting practices, or failure to comply with
Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any officer or governing body member, if the employee, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;

r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor’s payment or repayment obligations;

s) reduce the Contract term;

t) recoup improper payments when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;

u) assess liquidated damages; or

v) impose other remedies or penalties permitted by statute.

Section 14.03 Notice of Remedies or Sanctions. Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response shall state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s).

If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department’s decision is final. Department shall provide written notice to Contractor of Department’s decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An “emergency” is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse impact on the public or client health, welfare or safety. The direct adverse impact may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the
public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 Sole Remedy. The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 Condition Precedent to Suit. Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract shall be considered a waiver of sovereign immunity to suit.

Section 15.05 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 Expiration of Contract or Program Attachment(s). Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations set forth in each Program Attachment shall end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all
Program Attachments, all or a part of this Contract may be terminated with or without cause as set forth below.

Section 16.02 Effect of Termination. Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or other entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information shall survive this Contract.

Section 16.03 Acts Not Constituting Termination. Termination does not include the Department's (1) withdrawal of funds awarded on the basis of the Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 Termination Without Cause.

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor must give the Department at least ninety (90) calendar days prior written notice and must submit a transition plan to ensure client services are not disrupted.

b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.

c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party in the event funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.

d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.
Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;

b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;

c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;

d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;

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

f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;

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

1) Contractor fails to make payments;

2) Contractor makes an assignment for the benefit of its creditors;

3) Contractor admits in writing its inability to pay its debts generally as they become due;

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

5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its entry;

6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;

8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge thereof;

9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) calendar days;

10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or

i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 Void Contracts. Department may hold this Contract void upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, suspended, or terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 Appeals Rights. Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT AND CONTRACT RECONCILIATION
Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or other entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, the Contractor agrees to immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also agrees to completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department shall have the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to the Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due. Contractor shall pay any amount due within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or the Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Section 18.06 **Contract Reconciliation.** If Contractor is required to annually reconcile multi-year contracts, Contractor, within sixty (60) calendar days after the end of each year of this Contract, shall submit to the Division Contract Management Unit assigned to the Program Attachment all financial and reconciliation reports required by Department in forms as determined by Department. Required reconciliation forms and reports may include the following: Cash Match Participation Form, In-kind Match Participation Form, Program Income Report, Equipment Inventory, Controlled Items Inventory, Contractor's Release Agreement, and Reconciliation Refund Remittance Form. Any additional forms or reports required by Department will be posted on the DSHS website prior to the reconciliation period. Unless otherwise directed by Department, all forms and reports must be submitted in hard copies, with original signatures if required, to DSHS by the due date.
Date: February 16, 2010
To: Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: Group Dental Insurance Application for Approval and Signature

Background
Each year the Executive Director of the Public Employee Benefits Cooperative (PEBC) submits for Commissioners Court approval and County Judge's signature various contracts, applications, etc., related to the administration of Dallas County benefits. The delay in receiving these contracts, applications, etc., prior to the beginning of the Plan Year is due mostly in part to the Texas Department of Insurance requirement to review and approve these documents prior to submitting to Commissioners Court. Also, contracts are further delayed due to the requirement of having to sign and return a medical benefits application for the various plans prior to receiving the contract for signature. The purpose of this briefing is to request approval and signature for the attached Group Dental Insurance Application, which is required before a contract can be finalized and submitted for signature.

Impact on Operations
Approval of this request supports the Dallas County Employee Benefits Program.

Strategic Plan Compliance
This recommendation supports Strategic Vision 1 by providing an Employee Health Benefits Program.

Financial Impact
Program cost and fees associated with this amendment are funded from the Benefits Trust.

Legal Review
The Agreement has been reviewed by legal counsel for PEBC and the Civil Section of the District Attorney's office.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the attached Group Dental Insurance Application and allow the County Judge to sign on behalf of Dallas County once submitted for Court Order.

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

Attachments
Delta Dental Insurance Company

Alpharetta, GA 30022
(770) 645-8700

Group Dental Insurance Application

Name of Applicant: Dallas County - PEBC
Fed ID/TIN#: 75-6000905

Type of Group: Local Government
Type of Industry: Public

Address: 411 Elm St
Dallas, TX 75202

Name of Contact Person: Diana Kongevick, Executive Director
Telephone: 817-695-9141
Fax No.: 817-695-9104
E-mail Address: dkongevick@pebcinfo.com

Billing Address if different: PEBC; PO Box 5888, Arlington TX 76005-5888
Contact: Diana Kongevick
Fax: 817-695-9104
E-mail: dkongevick@pebcinfo.com
Telephone #: 817-695-9141

Contract Effective Date: 1/1/2010
Length of Contract: Five Years - Expires 12/31/2014

Type of Contract: ☐ Non Retention ☐ Self Funded (“ASC”) ☐ Self Funded with Stop Loss ___% ☐ Other

Program (check one)
☐ Delta Dental Premier® (“Premier”) ☐ Dental Provider Organization (“DPO”) ☐ Other: PPO/Plus Premier ☐ Monthly Switching: ☐

Fee Basis
☐ DPO in/DPO out ☐ DPO in/MPA out ☐ Table of Allowance: #

Type of Dentist
☐ Premier ☐ Non-Delta

Diagnostic & Preventive
100% 100% 100% ☐ Seals

Major
☐ 100% ☐ 50% ☐ 50% ☐ 50% ☐ 50% ☐ Seals ☐ Endo ☐ Perio ☐ Oral Surgery

Benefit Year (check one)
☐ Calendar Year ☐ Contract Year

Deductible
$50 per Enrollee; $150 per Family or $ __________ Lifetime

Waived on D&P
☐ yes ☐ no

Annual Maximum
$1500

Orthodontics (check one)
☐ not applicable ☐ adults, children & students ☐ children and students only ☐ children only

50% 50% 50% ☐ Lifetime Ortho Max: $1750 ☐ Annual Cap: $0

Waiting Period
☐ Basic 0 months ☐ Major 6 months ☐ Orthodontic 12 months

Waiting periods are calculated for each Enrollee from the effective date reported for the Primary Enrollee. ☐ Yes ☐ No

Takeover ☐ yes ☐ no If yes, previous carrier & takeover period: Careington

*Please check applicable boxes and provide history. ☐ Deductible Takeover ☐ Maximum Takeover ☐ Orthodontic Takeover

Dual Choice
☐ yes ☐ no If yes, name of other carrier:

Employer Contribution:
☐ percentage ☑ dollar amount Employee: 0% Dependent: 0%

Monthly Rates:
☐ Two Tier: EE: $ EE & family: $
☐ Three Tier: EE: $ Two Party: $
☐ Four Tier: EE: $22.85 EE & Spouse: $42.27 EE & child(ren): $52.55 EE, Spouse & Child(ren): $78.12
☐ Other (specify type and amount): If ASC: Per primary member $2.56 per month or _______ % of claims per month

(Continued on next page)
Group Dental Application (Continued)

Applicant's Name: Dallas County - PEBC

Census 5785  # of Eligible Employees
3376  # of Employees Participating in Delta Dental's Fee-for-Service Program

Eligibility: # of Months: 0 or # of Days: 30 Hours: 0

Employee Effective Date: 1st day of the month following completion of eligibility
Date of hire

Who is eligible:

☑ All

☐ Class of employees: Must meet employer eligibility rules; Grandchildren must be child of employee's child & dependent for federal income tax purposes.

☐ Retired Employees

Children to age:

25

Students to age:

25

This program shall become effective only upon issuance of a written agreement executed by a duly authorized officer of Delta Dental. In the absence of fraud or intentional misrepresentation of material fact, the statements in this application are deemed to be representations and not warranties.

Except as otherwise limited by the Health Insurance Portability and Accountability Act and its administrative simplification regulations ("HIPAA"), Applicant shall provide Delta Dental with Protected Health Information ("PHI") for the proper implementation, administration and management of the group dental services contract for which Applicant is applying. Delta Dental agrees that the PHI will be held confidential and used or further disclosed only to administer the group dental program as described in the group dental contract or as permitted or required by law. Applicant and Delta Dental shall comply with all the applicable federal and state laws and regulations relating to administrative simplification, security and privacy of PHI, including the terms of any business associate addendum that may be required as part of the group dental contract to be executed between Applicant and Delta Dental.

Applicant understands he/she will receive an electronic version of the evidence of coverage booklet for distribution to all employees/members covered under the contract.

Executed this day of , 2010 for the Applicant at: Dallas, TX

By: Jim Foster, County Judge

Signature:

(please print - name and title)

Accepted for Delta Dental Insurance Company

This day of ___________________________ Authorization ___________________________ initials

Anthony S. Barth, President, Delta Dental Insurance Company

Agent Information

Agent Name None TIN or SS# ___________________________ State license # ___________________________

Are you appointed with Delta Dental Insurance Company? ☐ yes ☐ no

Signature ___________________________ Telephone # ___________________________

Address ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ (Street) (City) (State) (Zip) (County)
MEMORANDUM

TO: Commissioners Court

THROUGH: John Wiley Price, Commissioner, District 3

FROM: Selas Camarillo, Assistant Director – Property Division

SUBJECT: Resale of Tax Foreclosure Property to Dallas Independent School District
3714 San Jacinto Street, Dallas, Texas
Cause No. TX-07-30284, Dallas County, et al vs. R. H. Moore & Company, Inc., Et Al

BACKGROUND OF ISSUE
Pursuant to Cause No. TX-07-30284, filed in the 193rd Judicial District Court of Dallas County, the City of Dallas (the “City”), Dallas I.S.D. (“District”) and County of Dallas, collectively the “Taxing Authorities”, recovered a Final Judgment on October 2, 2008 on the real property located at 3714 San Jacinto Street, Dallas, Texas (the “Property”). Pursuant to the Judgment, the Taxing Authorities requested the Sheriff of Dallas County sell the Property in order to recover monies owed to the Taxing Authorities as a result of unpaid and delinquent ad valorem property taxes, penalties, interest, fees and costs due and owing. The Property was ordered for sale on May 5, 2009, however did not receive a sufficient bid as set by law and was struck off to the City of Dallas (pursuant to Section 34.01 of the Property Tax Code) for its own behalf as trustee for the remaining Taxing Authorities.

The District owns the adjacent property located at 3700 San Jacinto Street and is interested in purchasing the subject Property, consisting of approximately 4,950 square feet of land, for additional parking for its facility that houses its Purchasing Department. Pursuant to a 1996 agreement (Court Order 96-367) between the Taxing Authorities, tax foreclosed property may be purchased by one of the taxing entities for the lesser of the (1) judgment amount, or (2) the DCAD tax value, or (3) the appraised value determined by an independent appraiser. The District, by Resolution No. 59373 dated January 28, 2010, copy attached, agreed to purchase the Property, for the strike off amount of $49,500 (judgment amount is $53,303.01), plus closing and court costs, subject to the District receiving its pro-rata share of the sale proceeds.

The City of Dallas approved the District’s purchase at the strike off amount of $49,500 at its February 10, 2010 city council meeting. The strike off amount is $3,803.01 less than the Judgment amount of $53,303.01.

IMPACT ON OPERATIONS AND MAINTENANCE

None.

STRATEGIC PLAN COMPLIANCE

The subject request is consistent with Vision 5 (Dallas County is the destination of choice for residents and businesses) in partnering with the District allowing for the expansion of the District owned facility.
LEGAL INFORMATION

Acceptance of the District’s proposal is compliance with Section 34.05(i) of the Property Tax Code. However, Commissioners Court Order No. 2000-1423 (which supersedes Court Order No. 96-367), adopted a revised policy to provide an equitable way for Dallas County to convey its interest in a tax property to any taxing jurisdiction that identifies a public need. Staff attempted to mirror the 1996 order. The 2000 order addresses only Dallas County's interest and requires the requesting taxing jurisdiction to obtain consent from the other taxing jurisdictions for their interest. Said Order requires any taxing jurisdiction which identifies a public need for a tax foreclosure property to pay the lesser of the (1) total taxes due Dallas County, Dallas County Community College District and Parkland Hospital District in the judgment plus court costs, or (2) Dallas County’s pro rata share of the DCAD tax value, plus court costs, or (3) Dallas County’s pro rata share of the appraised value, plus court costs, prior to Dallas County conveying its interest in the Property.

FINANCIAL IMPACT/CONSIDERATIONS

The first table below summarizes the County’s policy in selling tax foreclosed property to one of the taxing jurisdictions which is a party to the judgment for a public purpose. The lesser of the three amounts as noted in (1) is $12,661.28, being the total taxes due Dallas County, Dallas County Community College District, the Parkland Hospital District and the Dallas County School Equalization Fund in the Judgment ($9,817.13) plus court costs ($2,844.15). Under County policy, the District would owe Dallas County an additional $2,300.69, after distribution of the proceeds in accordance with the Property Tax Code.

Under the District’s proposal, Dallas County would receive approximately $7,516.44 of the $9,817.13 due in delinquent taxes, plus court costs of $2,844.15. Dallas County will be writing off approximately $2,300.69 of the amount due in the judgment (not current amount that includes penalties and interest).

Summary of amounts due under Court Order 2000-1423:

<table>
<thead>
<tr>
<th>Lesser of:</th>
<th>(1) Taxes Due County, Etc in Judgment, Plus Court Costs</th>
<th>(2) % DCAD Value Plus Court Costs</th>
<th>(3) % Appraisal Plus Court Costs</th>
<th>Court Costs</th>
<th>% of Judgment Amount</th>
<th>Amount Required Under Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,661.28</td>
<td>$21,080.15</td>
<td>$22,921.95</td>
<td>$2,844.15</td>
<td>0.1842%</td>
<td>$12,661.28</td>
<td></td>
</tr>
</tbody>
</table>

Estimated distribution of proceeds based on District’s Proposal:

<table>
<thead>
<tr>
<th>Districts Puchase Price</th>
<th>Less City’s Management Fees</th>
<th>Less Court Costs</th>
<th>Balance For Distribution/ Amt Recovered Under Districts Offer</th>
<th>County’s Pro rata Amount of Taxes (0.1842%)</th>
<th>Additional Amount Requested By County For Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$49,500</td>
<td>$5,850</td>
<td>$2,844.15</td>
<td>$40,805.85</td>
<td>$7,516.44</td>
<td>$2,300.69</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,661.28 (7,516.44 + $2,844.15)</td>
</tr>
</tbody>
</table>

All calculations are estimates and may vary slightly upon confirmation by the law firm of Linebarger, Goggan, Blair & Sampson, LLP and the City of Dallas.

PERFORMANCE MEASURES IMPACT

No impact.
RECOMMENDATION

The Director of Public Works Department recommends that the Commissioners Court: (1) accept the District’s proposal to purchase the tax foreclosed Property located at 3714 San Jacinto Street, Dallas, Texas, for $49,500 plus closing and court costs, with the condition that Dallas County shall receive all the taxes due under the judgment in the amount of $9,817.13, or an additional $2,300.69, being the amount required under County policy (2000-1423), and (2) authorize the City of Dallas as Trustee to execute a Quitclaim Deed to the District on behalf of the County to effectuate the sale of the Property, which has been jointly vested in the name of the Taxing Authorities.

If the Commissioners Court is in agreement, a Court Order authorizing the matters above will be placed on the next regular agenda.

APPROVED BY:

[Signature]

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

cc: Bob Schell, Assistant District Attorney, Civil Division
    John R. Ames, Tax Assessor/Collector
    Sheila Carter, Attorney, Linebarger, Goggan, Blair & Sampson, LLP

Attachments
The Dallas Central Appraisal District does not control or guarantee the accuracy, relevancy, timeliness or completeness of this data. DCAD assumes no legal responsibilities for the information represented on this map. Users should independently verify the data on this map before making any conclusions based on this data.

RESOLUTION AUTHORIZING THE CITY OF DALLAS TO REPRESENT THE DALLAS INDEPENDENT SCHOOL DISTRICT IN THE SALE OF A TAX FORECLOSED PROPERTY LOCATED AT 3714 SAN JACINTO STREET, DALLAS, TEXAS TO THE DALLAS INDEPENDENT SCHOOL DISTRICT ($49,500/BOND FUNDS)

Justification: Per an agreement between the City of Dallas, the Dallas Independent School District, and the County of Dallas, tax foreclosed property may be purchased by one of the taxing entities for the lesser of (1) the judgment amount, (2) the current Dallas Central Appraisal District (DCAD) value, or (3) current market value as determined by an independent appraisal. The district will purchase the property located at 3714 San Jacinto Street, Dallas, TX for the judgment amount of $49,500. The property appraised for $109,000, and the DCAD value is $99,000. The property will provide parking for the district owned facility located at 3700 San Jacinto Street (Purchasing Department).

Bid/RFP Statistics and Information: Received: NA MWBEs: NA

M/WBE Information: In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at 30% of the contract amount.

Recommended Vendor(s): City of Dallas (Dallas TX)

Contract Type: Real Estate Purchase Contract

Contract Term: NA

Lowest Responsive Bidder(s): NA

Sole Source Vendor: NA

Funding Information: Bond Funds Pending

Budget Approval: NA

Project Order #: NA

Contact Information:

Name: Michael P. Brown
Title: Executive Director
Department: Facility Services Phone #: (972) 925-5085

BE IT RESOLVED BY THE DALLAS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES:
That the Board of Trustees authorizes the City of Dallas to act as trustee in the sale of a tax foreclosed property located at 3714 San Jacinto Street, Dallas, Texas to the Dallas Independent School District for the judgment amount of $49,500 plus closing and court costs, subject to the Dallas Independent School District receiving its pro-rata share of the sale proceeds.

That the Board president or designee be authorized to execute agreements pertaining to this property acquisition.

Signature required for approval as to content and certification to the best of my knowledge, that content is within scope of policy for which I am responsible and recommended action is the best value available and meets the requirements stated above.

Signature required for approval as to form.

Signature certifies that the items contained therein were reviewed and signed by the Board.

SIGNATURE REQUIRED FOR APPROVAL AS TO CONTENT SIGNATURE REQUIRED FOR APPROVAL AS TO FORM SIGNATURE CERTIFIES THAT THE ITEMS CONTAINED THEREIN WERE REVIEWED AND SIGNED BY THE BOARD.

Additional Information Sheet(s) attached: Yes No
February 23, 2010

TO: Commissioners Court

THROUGH: Linda S. Boles, Assistant Purchasing Agent

FROM: Gloria McCulloch, Purchasing Contract Supervisor

SUBJECT: Dallas County Minimum Standard Requirements for Janitorial Services

Background

Currently Dallas County has over forty (40) buildings, offices, and/or facilities that require janitorial services. The purpose of this briefing is to establish the minimum bid specification standards and requirements for all Dallas County buildings, offices, and/or facilities requiring janitorial services.

Operational Impact

The contract will provide daily janitorial services to various buildings, offices, and/or facilities throughout Dallas County. The bid specifications outline the minimum cleaning standards normally used within the janitorial service industry which include but are not limited to; frequency of services, daytime and evening cleaning tasks, standard list of janitorial materials, supplies, tools and equipments.

The revised bid specification requirements set the new maximum cleaning production rate for evening/night time crew at 3,500 square feet per hour. This represents an increase of 25% or 700 square feet per hour over the prior specification requirement. All evening/night time services will be performed between the hours of 6:00 pm – 12 midnight (six hour timeframe), five (5) days per week. The staffing ratio will be based on maximum production rate for square feet per hour and current federal minimum wage rates.

There are many factors that effect cleaning production rates such as; building type, facility layout, age, employee training, age of equipment and tools being utilized to service the location. Newer equipment and tools may allow employees to clean more square feet because of technology and speed versus older equipment and tools. Therefore, determining an exact production may differ from bidder to bidder based on these factors. Purchasing conducted a random survey from some of the firms that have submitted prior proposals and/or have current janitorial contracts regarding the maximum square foot cleaning requirement, the firms agreed with the 3,500 square foot per hour maximum requirement was acceptable and fair.

The new standards will be the basis of all janitorial services solicitations for future evening/night time cleaning and will only be adjusted under special circumstances due to specialty cleaning requirements and limited access (i.e. daytime cleaning).

In addition, in order to better serve the end-users/department, staff is recommending the establishment of an internal janitorial email site to allow departments to submit written documentation regarding problems, complaints, or deficiencies at their locations. The email folder will be utilized by the Facilities Management Inspectors as a quick means to investigate and notify contractors of janitorial issues that need cured. In addition, Purchasing requests having proxy access to monitor the number of complaints for contract compliance purposes.
Legal Impact

NA

Strategic Plan Compliance

The recommendations included in this briefing are consistent with Dallas County Strategic Plan, Vision 2.

Recommendation

The Purchasing Department, with the concurrence of Facilities Management, recommends Commissioners Court approve the maximum cleaning production rate of 3,500 square feet per hour and the revised specification standards and requirements for all future janitorial services solicitations as summarized in Attachment A.
SUMMARY OF CHANGES/ADDITIONS (ATTACHMENT "A")

1. New Insurance Language (i.e. Lapse Clause and Fidelity Bond/Employee Dishonesty Policy)
3. New: Cleaning of Escalators and cleaning of all glass partition(s) on each floor.
4. New: Restroom Cleaning Requirements updated which includes the contractor furnished and installing granulated urinal blocks screens in all urinal.
5. Clearly defines background check requirements.
7. Clearly defines uniforms and badge requirements.
8. Clearly defines what types of chemical that must be used on the Terrazzo Floor Surfaces.
9. Clearly outlines the mandatory chemicals, equipment, and tools that must be furnished by the Contractor that is standard to the janitorial industry.
10. Deduction based on fixed amount per cleaning task in lieu %.
11. Tables for Schedule of Required Cleaning Task were updated to distinguish what tasks were to be performed by Daytime Personnel and Task to be performed by Evening/Night Crew and Frequency of Task.
12. Maximum production cleaning rate per square feet.
13. County's option to view cost and determine if a Performance bond is required.
INTENT

Dallas County is soliciting bids from qualified bidders to provide Janitorial Services as outlined in this document. Bids submitted in response to this solicitation must comply with all the instructions, procedures, provisions, and requirements contained herein.

1. PRE-BID CONFERENCE

A pre-bid conference will be held on ________________, 2010, __:00 am/pm., at the ______________________, Dallas, Texas. The pre-bid conference will be conducted for the purpose of explaining the County’s bid process, the general/technical requirements, and to provide and initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidder’s perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications (addendum) will be official.

Pre-Bid Conference attendance is voluntary, however it is strongly recommended that all bidders attend. If you have questions regarding the conference, contact Gloria McCulloch at 214.653.7433 or e-mail gwebb@dallascounty.org.

2. SUBMISSION OF QUESTIONS

The deadline for submission of written questions regarding this bid will be ________________, 2010, 5:00 p.m., CST. The official responses to all written communication will be issued in written addendum or posted as general information to all documented participants holding copies of the bid.

E-mail or fax all questions to gwebb@dallascounty.org or 214.653.7449. Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this solicitation will be made available “exclusively” through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: http://www.dallascounty.org/department/purchasing/currentbids.html or go to the applicable Bid # and click on the associated addendum or general information hyperlink.

Download Instruction for bids, solicitations, addendums, and general information documents:

1. Go to: http://www.dallascounty.org
2. Navigate to the far right hand column that reads: What are you searching for?
3. From the pull down menu labeled “Dallas County Departments” select Purchasing
4. You are now at the Purchasing Department website
5. Navigate to the far left hand column in click on “Bidding Opportunities”
6. You can now download any bids, addendums, and general information documentation available on the website by click on the corresponding hyperlink.
3. GENERAL REQUIREMENTS

3.1 Contractor shall furnish all labor, personnel, service, supervision, administration, management, reports, forms, documentation, insurance, material, supplies, chemicals, tools, equipment, paid all benefits, overhead, taxes, fees, fuel surcharges, shipping, transportation, freight, and all other incidentals necessary to provide the highest quality of janitorial services.

3.2 Dallas County does not guarantee any quantities (square footage) to be serviced or purchased under this contract. The quantities (square footage) indicated in the bid are based on prior year data and may not reflect the actual quantity required during the duration of the contract. Contractor will notify Dallas County immediately if square footage is questionable. All notification must be in writing, signed and dated by an authorized representative of the awarded Contractor.

3.3 Prior to submitting a bid it is highly recommended that all bidders visit each location site and examine all documents relating to this project to ascertain the nature of the work and the character of the job site. The bidders shall become familiar with the contractual requirements, limitations, various aspects of the work, physical conditions, and surroundings of the job site. Contractor shall include in their bid a sum sufficient to cover the cost of doing the work under the existing site conditions and contract requirements. By submitting a bid the Contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the job site, contractual requirements, limitations and the various aspects of this project. Dallas County will not consider any claims for compensation whatsoever on account of the Contractor's failure to fully investigate and examine the project requirements and job site conditions as required above.

3.4 The apparent silence of this specification and any supplement thereto as to details, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor performance will be evaluated in terms of the cleaning results achieved.

3.5 Experience and Qualifications: Contractor shall have a minimum of three (3) years consecutive experience providing janitorial services for facilities of comparable usage and size (XXXX sq. ft or larger – one building/facility and/or entire complex at the same physical address location “not numerous addresses that make up cumulative/combined totals of XXXX sq. ft”) within the past four (4) years. The listing must include:

3.5.1 Membership in any professional cleaning and/or certifying organization.

3.5.2 Training and professional certification of key individuals who will be involved in the Dallas County contract.

3.5.3 Names, addresses, and phone numbers of at least five (5) or more individuals (Janitorial Services Clients and/or Commercial Accounts) who can verify and substantiate the qualifications and experience requirements for services completed within the past 24 months.

3.5.4 At least two (2) of the references must be less than six (6) months old, showing that the bidder has recently performed this type and scope of work in facilities of similar size (XXXX sq. ft or larger), type, amount, and geographical dispersion.

3.5.5 The services performed must include the total square footage of each facility, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.

3.5.6 Contractor must complete Dallas County customer reference form included with this solicitation.
3.6 Contractor's Organization: Each bidder shall demonstrate its ability to organize and manage janitorial projects at multiple sites.

3.6.1 Contractor shall graphically illustrate the position of the Account Executive and the Project/Site Manager for this contract in the overall corporate organization. The bidder shall include a current resume of the Account Executive, Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.

3.6.2 The Account Executive and the Project/Site Manager shall be accessible to the Dallas County Project Coordinator(s) twenty-four (24) hours per day, seven (7) days per week. Contractor must show how it intends to provide this accessibility and the required coverage. Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Project/Site Manager is out sick, on vacation, terminated, or otherwise unavailable, the Dallas County Project Coordinator or Building Inspector must be notified immediately (within 24 hours) of who on site is in charge of operations.

3.7 All labor force and supervision will be employees of the Contractor. Contractor will pay all benefits, insurance, salaries, wages, expenses, and related federal taxes, social security taxes, state and local taxes, unemployment taxes, and other similar taxes which apply to such employees.

Any overtime resulting from the failure of the Contractor's employee to report to work or any other conditions caused by the Contractor shall be the responsibility of the Contractor.

3.8 Minimum Wage: Contractor agrees to pay not less than the current Federal minimum wage rates established by law for all hours worked. In the event the Federal minimum wage rates are increased, the Contractor may, at the time of renewal/extension of the contract, submit a request for increases by providing justifiable documentation addressing the wage rate increases and a list of employee name(s), job title(s), job description(s), employment date(s), and current pay rate(s) of the staff assigned to this contract that are affected by the rate increase.

Failure to submit this information at the time of renewal or extension constitutes successful bidder's acknowledgement and understanding that revised Federal minimum wage rate or law will not impact its bid prices throughout the term of contract and waiver of any contractual price increase request(s).

The County reserves the right to request any information to support all contractual price increase(s) determinations. Upon submission the Purchasing Department will review and forward the request to the Dallas County Commissioners Court for formal approval or rejection. However, Dallas County reserves the right to reject the request and re-solicit proposals if deemed in the best interest of the County.

3.9 Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151. Acceptance evidence shall consist of a birth certificate or appropriate naturalization documentation papers. These documents shall be made available to Dallas County, upon request within one (1) business day of notification.

3.10 All evening services performed under this contract shall be completed between the hours of 6:00 p.m. and 12 a.m., Sunday through Thursday (within six (6) hours) unless specified otherwise. Cleaning services will not be required on days which are declared County Holidays. Contractor shall not perform vacuuming or make any loud noises near rooms or offices until they are vacated.

Dallas County observes the following Holidays:

- New Year's Day
- Martin Luther King Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Holiday (Thursday & Friday)
- Christmas Holidays (Two (2) consecutive days)
3.11 Contractor Personnel

3.11.1 Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its personnel, employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements.

There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the County by virtue of this contract. No provision of this Contract shall be for the benefit of any other party than the County and Contractor.

3.11.2 Employees/Personnel: Contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable them to properly, adequately, safely and economically operate, maintain, and account for the facility. The Contractor shall provide in writing, the exact/actual total number of employees and/or hours required to adequately clean the facilities and meet Dallas County standards. Failure by the Contractor to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor.

County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees are not employees of the County and have no recourse from the County.

3.11.3 Personnel/Employee Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable.

The County may require dismissal from work any Contractor employee for misconduct, incompetent, disrespectful, intemperate, dishonest, or otherwise objectionable or neglectful in the proper performance of his hers duties and any employee who is identified as a potential threat to the facility and its population.

3.11.4 Contractor shall provide brief information about the records kept on employees before, during, and after employment, in the following format: Method of recruiting new employees; Results of background check performed by the company and criteria for determination of hiring based on information revealed by background check.

3.11.5 Background Check: Contractor at its own expense will be responsible for performing and/or securing all background check on personnel engaged in performance of work/service under this contract. The background check documentation shall include the but not be limited to following information:

3.11.5.1 Criminal History, Convictions or Deferred Adjudication: Report criminal history per location (i.e.; county, state and/or federal, as requested) for all names under which the applicant has worked and for all areas of residency per the employment application for the last seven (7) years. Conduct criminal history check for areas of residency not provided by applicant as evidenced by the social security number trace, if applicable. Criminal history reports shall include: 1) Case Number and charge, 2) Offense, arrest, file and disposition dates, 3) Disposition and sentence

3.11.5.2 Employment Verification Report: The report shall verify applicant's current and previous employers and work experience for the most recent seven (7) year work history for all names which the applicant has worked. The report shall include, but not be limited to the following: i) Dates of employment, ii) Job Titles/Positions held, iii) Performance, iv) Eligibility for rehire, iv) Reasons for Termination

3.11.5.3 Trace Reports (Social Security Number Verification): Verify that the SSN reported by the applicant is valid. The social security number verification report shall also provide the current or prior address information not listed by the applicant as well as any aliases over the past seven (7) years.

3.11.5.4 The personnel background check must be completed prior to start working on any Dallas County property.
3.11.5.5 The results of the personnel background checks must be submitted to the Project Coordinator or other designated Dallas County staff members prior to start of work/service under this contract.

3.11.6 Safety Training and Education: Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to handle or to use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Contractor will maintain MSDS at each location. Contractor will ensure that employees are trained on the building evacuation plan.

3.11.7 Incident Reporting: All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Dallas County Project Coordinator or Building Inspector by telephone within twenty-four (24) hours of the occurrence.

3.11.8 Protection: Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor.

3.11.9 On-Site Janitorial Personnel (Day and Evening Crews): Contractor will ensure that all work required by this contract is satisfactorily supervised, either by project manager, supervisor, foreman, or a combination of these alternatives. Contractor shall provide a project manager, supervisor and/or foreman who shall be present and on-site at all times during Contract operations. Said project manager, supervisor and/or foreman shall be responsible for both the quality of the work and the conduct of the employees. Said Project Manager, supervisor and/or foreman shall be able to communicate effectively in both written and oral English. The project manager, supervisor and/or foreman shall be available and reachable either by phone or pager at all times while contract work is in progress to receive notices, reports, or requests from either the County or the designated County Representative. Project Manager, supervisor and/or foreman associated with this contract will provide Dallas County designated representative their name and contact information (i.e. telephone and/or pager number). If proper supervision is not available, due to unforeseen acts or circumstances beyond Contractor's control, the assigned back-up employee(s) must be fully conversant in English.

3.12 Contractor Employee Rules and Other Responsibilities: Contractor agrees to be responsible for and shall provide supervision of all personnel and employees working under this contract. Whenever any personnel or employee is working there shall be a designated supervisor directing his/her work. The Contractor shall ascertain that all employees abide by the following rules:

3.12.1 All personnel/employees shall be minimum age of sixteen (16).

3.12.2 All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

3.12.3 Be physically able to perform their assigned work.

3.12.4 Be of good integrity and character.

3.12.5 Shall not disturb any papers, boxes, or materials, on desks, open drawers or cabinets except that are trash receptacles, or designated areas for trash or unless material is properly identified as trash.

3.12.6 Shall not open drawers or file cabinets.

3.12.7 Shall not use any County telephone except emergency cases. No food or beverages consumed at unauthorized areas.

3.12.8 Shall not use any County equipment, computers, copy machine, fax machines, or other electronic communication devices.
3.12.9 No visitors are permitted within the perimeter of the building under contract.

3.12.10 No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of un-prescribed legal drugs is permitted on County property.

3.12.11 Identification (ID) Badges: Contractor shall furnish and supply each contracted personnel with County approved photo ID badge before start working in any County Facility. The photo ID badge shall be worn on the upper shirt pocket area of the uniform and be clearly visible at all times when working in County facilities. The photo ID badge must indicate employee name and company name.

Dallas County will also issue Contractor’s employees authorization badges that reflect what building and floors the respective employee is authorized to perform services on within the facility. These badges shall be issued to award Contractor for distribution to their employees. Employees will not be authorized in County building without the respective badge.

Should a badge become lost, stolen, etc., the Contractor will notify the Dallas County Project Coordinator or Building Inspector immediately for a replacement badge. The cost of replacement is ten dollars ($10.00) per badge which will be charged and deducted from Contractor monthly service invoice(s). All County issued badges must be returned upon termination or at end of contract period. Failure to return badges within five (5) business days upon termination of contract will result in a deduction of ten dollar ($10.00) for each outstanding badge to be deducted from the awarded Contractor final invoice.

3.12.12 Uniforms: Contractor shall furnish and supply each contracted employee with a distinct uniform consisting of one dedicated color which clearly indicates company name and/or logo. Uniforms must be clean, free of dirt and odors, neat in appearance (no holes/tears) and all employees and/or personnel shall wear uniforms at all times during the performance of work under this contract. Unacceptable uniform items shall include but not be limited to:

- Light blue button down shirts that conflicts with Dallas County Maintenance staff uniforms
- T-shirts
- Sagging/baggy pants below the waistline
- Shorts
- Skirts
- Open toed or heeled shoes
- Sunglasses (unless prescription)
- Hats (unless working outside of buildings)

3.12.13 Building Security

3.12.13.1 Personnel/Employees Security Log: Each employee must sign in and out with security in facilities where guards are in place. Dallas County Security Officer may inspect bags at any time. No employee is allowed to sign-in or out for other person on the log-sheet. Failure to sign-in and out on a daily basis may result in none payment of services for that day.

3.12.13.2 Keys: Dallas County will issue such keys as necessary for access to the work area. Contractor shall assume full responsibility for theft, loss or broken of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated.

Contractor will not be allowed replace and/or duplicate any of Dallas County keys on their own. Any and all request for replacement keys must be made and authorized by the Dallas County Building Inspectors or Project Coordinator. In the event the loss/broken key(s) require lock replacement, the cost of replacing locks will also be charged to the awarded contracted vendor.
All keys must be returned within three (3) business days upon termination or at end of contract period. Failure to return the keys within the time period designated will result in a deduction of fifty dollars ($50.00) per day for each outstanding issued key by Dallas County and/or the actual cost for replacing building locks and keys plus Dallas County personnel labor cost. All deductions associated with this requirement and/or service will be made from the awarded Contractor final invoice.

3.12.13.3 Facility Security: Contractor shall keep all doors and gates locked while working in the building. At “no time/any time” doors at any building being serviced under this contract should be left un-locked or propped open to allow entry later. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the designated buildings and designated parking area. At no time shall the Contractor or its personnel or employees enter other areas of the facility not specifically included in this Contract for janitorial services. The Contractor shall check all windows, gates and doors for proper closure and locking, turn-off all lights on all floors except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility. All exterior doors must remain locked after 5:00 p.m.

In case of any problems, please call Dallas County Security Office at 214.653.6776 or 214.653.6750.

3.12.13.4 Security/Alarm System: The work area may be protected by limited access security/alarm systems. An initial access code number will be issued to the Contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of Contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the Contractor. Furthermore, any alarms originating from the Contractor’s operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

3.13 On-Site Daytime Janitorial Personnel (When Required)

Duties of the on-site Daytime Janitorial Personnel shall include, but are not limited to:

3.13.1 Daytime Janitorial Personnel will be required to work-up to eight (8) per day, excluding lunch, Monday through Friday between the hours of 7:30 a.m. to 4:30 p.m. at the designated property location as scheduled and/or assigned by Dallas County Project Coordinator or Building Inspector.

3.13.2 All on-site Daytime Janitorial Personnel must sign-in/log-in and sign-out/log-out daily at the appropriate security station or designated area as stated by the Project Coordinator. Failure to sign-in/log-in and sign-out/log-out will result in non-payment. Dallas County will only pay for actual verifiable hours worked based on the sign-in and sign-out logs. Deductions will apply in the event of absenteeism at the hourly rate.

3.13.3 Daytime Janitorial Personnel will also be responsible for all morning and daytime janitorial services as outlined in cleaning task schedule. These services shall be provided five (5) days a week, Monday through Friday. Services shall include but not be limited to: cleaning of all restrooms, lobby/waiting areas, break rooms, removing all trash from all un-occupied rooms or as indicated in the Required Cleaning Task Tables in the Cleanable Section of this contract.

3.13.4 Continually maintaining cleanliness of and restocking restrooms.

3.13.5 Respond to emergencies and other janitorial service duties as assigned.

3.13.6 Attend all day time inspection meeting and coordinate all instructions and requirements to Contractor’s Representative and evening cleaning crew.

3.13.7 Empty outside waste receptacles, police trash around building entrances and to the curb of the premises, collect and remove trash from the building and cigarette urns, with special attention to conference rooms, lobby/reception areas, glass doors, etc., and responding to emergency cleanups.
3.14 Pager/Communication Devices: Contractor shall furnish and provide daytime personnel with a pager or other type of communication device including batteries while on Dallas County properties for easy access and provide the Dallas County Project Coordinator with all pager or telephone numbers upon award.

If at any time Dallas County is required to supply communication device, the rental charge is ten dollars ($10.00) per day which will be charged and deducted form the Contractor monthly service invoice(s). In addition, if Dallas County should have to furnish and supply batteries (not including mobile phone or PDA) to Contractor staff, Dallas County will charged and deducted at rate of five dollars ($5.00) each from the Contractor monthly service invoice(s).

3.15 Training Plan: Contractor shall include a comprehensive training plan which includes at a minimum:

3.15.1 Specific training each employee involved in this contract (including supervisory and management personnel) has already received.

3.15.2 Specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.

3.15.3 Include details of when and where such training is to be accomplished. Dallas County reserves the right to observe any such training.

3.15.4 Description of how the effectiveness of the training is to be measured

3.16 Key Control and Security Plan: Contractor must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees.

3.17 Pilferage of Items and Vandalism Plan: Contractor must indicate how they plan to make sure that items are not broken, abused or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. The cost of replacing any items stolen or broken by Contractor's employees will be charged to the Contractor.

3.18 Contingency Plan: Contractor must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled or other problems arise.

3.19 Transition Plan: Contractor must submit a ten (10) day transition plan outlining the operational steps that will be necessary for the start-up of the account.

3.20 Quality Control Plan: Contractor must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by a Dallas County Project Coordinator or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

3.20.1 Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the Dallas County Project Coordinator and/or Inspectors to maintain the building at the standard required.

3.20.2 The method(s) for correcting deviations from standards.

3.20.3 Contractor must include in the plan a suitable method for inspecting and recording infrequently performed services.

3.20.4 The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.

3.20.5 This plan should include a suitable way to inform the Dallas County representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).

3.20.6 Contractor must develop a checklist acceptable to Dallas County to record the inspections. Include a sample
checklist as part of this bid. All checklists must be given to the Dallas County Project Coordinator and/or Building Inspector at the daily, weekly, monthly and/or quarterly meetings with Contractor representative.

3.20.7 Contractor must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled or other problems arise.

3.20.8 Contractor agrees to complete the Quality Certification form included in this package, certify that the building(s) meet the quality standards set forth by Dallas County, and include a form per building with the monthly billing. Each building will be certified each month. The certification will be conducted on the last week of each month.

3.21 Deficiency Reporting and Non-Performance

3.21.1 If a cleaning-related deficiency is noted by the County, the Dallas County Project Coordinator or Building Inspector for the affected facility will notify the Contractor's Representative immediately by telephone and followed up in writing via fax or e-mail (the written document is hereafter referred to as a "Deficiency Notice"). The Dallas County Project Coordinator or Building Inspector will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct deficiency as stated in 3.21.2.

3.21.1.1 The Contractor's Representative shall provide a written response to Dallas County Project Coordinator or Building Inspector no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Contractor's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the Dallas County Project Coordinator or Building Inspector and the Contractor's Representative to ensure that they have been completely resolved. Contractor's written and signed response will be made a part of the file.

3.21.2 Daily services found to be substandard, deficient, incomplete manner, defective, or not accomplished as scheduled will be reported to the Contractor for immediate corrective action. The Contractor shall be provided 1.5 hours or as agreed upon timeframe by Dallas County in writing from the time of notification to rectify the problem. If the problem is not corrected within the established time limit liquidated damages will be calculated based on the criteria stated in 3.21.9.

3.21.3 When a deficiency in a "periodic service" has not been corrected within the time period stipulated by the Dallas County Project Coordinator or Building Inspector, the Contractor must, within one working day, correct the deficiency. Dallas County Project Coordinator or Building Inspector will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Contractor receives that information promptly.

3.21.3.1 If deemed an acceptable corrective action and/or time frame by the Dallas County Project Coordinator or Building Inspector, the Contractor shall submit a report when the corrective action has been completed.

3.21.3.2 If Dallas County Project Coordinator or Building Inspector determines this response is unacceptable, the Dallas County Project Coordinator or Building Inspector shall notify the County's Purchasing Department in writing. The Purchasing Department shall follow the steps in this bid document relating to non-performance.

3.21.4 The Contractor will be allowed to redo a service upon notification. However, Dallas County reserves the right to consider any required repeat service as a failure to perform.

3.21.5 If a deficiency is not properly addressed within the correction period given, Dallas County will withhold a portion of the payment.

3.21.6 If deficiency or the same problem recurs, Dallas County will deduct without further notice.

3.21.7 Contractor will be notified in writing of the intent by Dallas County to invoke a penalty. Contractor has two (2) business days to respond in writing to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract.
3.21.8 Repetitive nonconformity in any one area or consistent overall non-conformity to workmanship and standards set forth in bid requirements will result in the cancellation of the contract and/or punitive action as deemed necessary by the County.

3.21.9 Liquidated Damages for Non-Performance of Services

Contractor shall agree and understand that any assessments of liquidated damages shall be within the discretion of Dallas County and shall be in addition to, not in lieu of, the rights of Dallas County to pursue other appropriate remedies. The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of Dallas County and Public Safety. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances and shall not be construed as a penalty. Contractor shall also agree and understand that such liquidated damages shall be deducted from the contractor’s monthly invoices pursuant to the contract.

3.21.9.1 For each task required herein that is not performed by the Contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and/or by Dallas County Project Coordinator or Building Inspector, the Contractor shall pay liquidated damages in the amount specified below for “each day” after the task was required to be performed until it is performed, corrected, and approved by Dallas County Project Coordinator or Building Inspector.

Example: On the “SUMMARY OF REQUIRED CLEANING TASKS CHART”. The awarded Contractor is required to complete a total of 49 daily tasks for each building, floor, office, room, etc. covered under the bid requirements. If the contractor only completed 33 of 49 daily tasks regardless of the building, floor, office, room, etc. the Contractor would be docked $80.00 based on the chart below.

<table>
<thead>
<tr>
<th>Task Requirement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Task Requirement</td>
<td>$5.00 per task</td>
</tr>
<tr>
<td>Weekly Task Requirement</td>
<td>$10.00 per task</td>
</tr>
<tr>
<td>Monthly Task Requirement</td>
<td>$20.00 per task</td>
</tr>
<tr>
<td>Quarterly Task Requirement</td>
<td>$50.00 per task</td>
</tr>
</tbody>
</table>

3.21.9.2 If daytime janitorial personnel fail to show for all or part of a scheduled assignment, a deduction will be made at the hourly rate. Replacement personnel shall be available to replace sick, absent or vacationing employees. They are required to meet the same standards as outlined for regularly scheduled employees.

3.21.9.3 Charge backs for non-performance - Corrective Actions by County or its’ Designated Representative. If, under the provisions of this Contract, Contractor is notified by Dallas County Project Coordinator or Building Inspector to correct defective or nonconforming work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, Dallas County Project Coordinator or Building Inspector may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and charge back the Contractor for the costs incurred. Furthermore, if Dallas County Project Coordinator or Building Inspector agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete work, Dallas County Project Coordinator or Building Inspector may, upon written notice, perform such work by the most expeditious means available and charge back Contractor for the costs incurred. The cost of charge back work shall include: (1) incurred labor costs including all payroll additives; (2) incurred net delivered material costs; (3) incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action; (4) equipment and tool rentals at prevailing rates in the Jobsite area; and a factor of thirty-five percent (35%) applied to the total of items 1 through 4 mentioned above for overhead, supervision and administrative costs.
3.22 Financial Statement: In order for the County to complete its financial review of each bidder the following documentation is requested:

3.22.1 Audited financial statement (or if un-audited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant) for the last two (2) years (20XX and 20XX or 20XX and 20XX statements), including income statements, balance sheets, and any changes in financial position.

3.22.2 The latest quarterly financial report and a description of any material changes in financial position.

3.22.3 Most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report

NOTE: The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated.

Financial documentation is requested to assist the Department in determining whether the respondent has the financial capability of performing the contract to be issued pursuant to this solicitation. The respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

3.23 Invoicing: Two (2) invoices are required. Invoices shall be sent to addresses below to expedite payment:

3.23.1 Dallas County Facilities Management Department
   Attn: Project Coordinator
   600 Commerce Street, 9th Floor
   Dallas, Texas 75202
   214.653.6722

   Dallas County Auditor’s Office
   Attn: Account Payable
   509 Main Street, 4th Floor, Room 407
   Dallas, Texas 75202
   214.653.6473

3.23.2 Invoice(s) submitted must include the following information:

3.23.2.1 Purchase order number

3.23.2.2 Month of service

3.23.2.2 Bid number

3.23.2.3 Unique invoice number for each month of service

3.23.2.4 Building name and location

3.23.2.5 Cleanable square footage per building

3.23.2.6 Cost per square footage per building

3.23.2.7 Daytime Janitorial Personnel/employee hourly rate & number of hours worked.
3.23.3 Invoices may be returned unpaid to the Contractor when one of the following conditions exists:

3.23.3.1 Invoice does not contain all the required information and formatted as requested by Dallas County.

3.23.3.2 Price on the invoice does not correspond to the bid price.

3.23.3.3 The responsibility for providing an acceptable invoice rests with the Contractor.

3.23.4 Contractor invoices are to be submitted in arrears on a monthly basis after all services has been completed. Payment will be made monthly, in arrears. Dallas County's goal of paying all valid invoices with the proper documentation, verification of services performed in accordance with bid specifications and with valid insurance within thirty (30) days.

If at any time, additional work outside of normal monthly invoicing is required, these items should be put on a separate invoice.

4. TECHNICAL REQUIREMENTS

The following is a general description of the services, materials, equipment, and utilities, as well as the standards the County expects from the successful bidder. Bidders must show that they are capable of delivering services equal to or better than these minimum service levels. While the County has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, BOMA and JCAHO standards will prevail.

4.1 The specification requirements define the minimum level of service and frequency deemed acceptable to Dallas County. It is intended that the Contractor will schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely surface cleaning. Specifically, thoroughly dusting of all areas as described in the scope of work, floor shall be thoroughly swept, mopped (with a clean mop head), waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, glass entrance doors and windows shall be cleaned to where all film, smudges and streaks are removed and the restroom facilities are cleaned and polished to approach the sanitary levels of a hospital.

4.2 General Definitions: The parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth, elsewhere in this Contract.

4.2.1 County: Dallas County, wherein the work is being performed.

4.2.2 Project Coordinator: Designated representative in charge of coordinating all aspects of services covered under this contract including payment, inspection, deficiencies, and performance issues.

4.2.3 Daily/Nightly: Shall include the period of normal workweek.

4.2.4 Weekly: Shall be per calendar week.

4.2.5 Monthly: Shall be per calendar month regardless of the number of days in that month. All work to be performed on a monthly basis shall be performed during the first full week of that month.

4.2.6 Quarterly: Shall be every three (3) months. All work to be performed on a quarterly basis shall be performed during the second full week of the first month of that quarter. The first quarter shall commence upon the effective date of the Contract and all subsequent quarters shall commence on three (3) month intervals thereafter.

4.2.7 Annual: Shall be once (1) per year. All work to be performed on an annual basis shall be performed during the fourth full week of the first month of the year. The first annual period shall commence upon the effective date of the contract and all subsequent annual periods shall commence on one (1) year intervals thereafter.
4.3 Contractor shall perform the services as outlined in the general and technical requirements throughout the entire properties, including entrance, lobby, sidewalks, corridors including stairways, freight areas, loading dock.

4.4 Evening/Night Crew Maximum Cleaning Production Rate: **3,500 sq. feet per hour.** Contractor personnel shall not exceed the maximum cleaning production rate of 3,500 square feet per hour. Staffing ratio for each building and/or facility identified within the bid document shall be based on the maximum of 3,500 per square feet per hour within a six (6) hour service window to complete the janitorial tasks stated herein.

4.5 Any cleanable or serviceable areas which are added or deleted due to remodeling, expansion and/or closure at any of Dallas County properties will be done so at the same rate per square foot stated on the bid proposal sheet. In addition, if on-site daytime janitorial personnel is added or deleted during the duration of this contract cost will be at the same hourly rate stated in the bid proposal sheet.

4.6 Perform all tasks described in accordance with cleaning task table schedule and specification requirements.

4.7 Material, Supplies, Equipment and Utilities

4.7.1 Furnished by Dallas County

4.7.1.1 Dallas County will only furnish the following items to the awarded Contractor to maintain building/facilities covered under this contract: toilet paper, toilet seat covers, paper towels, bar soap, and liquid hand soap for dispensers.

4.7.1.2 Contractor is responsible for the pick-up and delivery of all County furnished material and supply products from the Dallas County Maintenance Supply Room located at 113 Commerce Street at Justice Center - Basement Area, Dallas, Texas.

Once the products are picked up by your personnel, employees or staff all products shall be delivered to a designated storage area in each building being serviced under this contract within three (3) hours of pick-up along the signed copy of the storekeeper for janitorial supplies receipt that list of all items picked up (no partial delivery will be accepted). Therefore, if you picked up seven (7) cartons of toilet paper on Wednesday for Building XYZ all seven cartons of toilet paper must be delivered to the designated storage area in the building within three (3) hours on the same day.

4.7.1.3 Contractor is required to maintain a product inventory list of the material and supply items furnished by Dallas County. The product inventory list will indicate: a) description of the item(s); b) quantities furnished by Dallas County; and c) building location(s) of disbursement. The product inventory list of all disbursements along with signed copies of the storekeeper for janitorial supplies receipt shall be furnished to Dallas County on weekly basis or as determined by Dallas County.

4.7.1.4 Electrical power at existing outlets for the Contractor to operate equipment necessary in the conduct of its work.

4.7.1.5 Water as necessary.

4.7.1.6 Space within the building commensurate with the Contractor's personnel complement and operational requirements, storage space, and janitor's closets, where available. All storage area shall be kept clean and hazard free, by the Contractor.
4.7.2 Furnished by Contractor

4.7.2.1 Contractor shall furnish at its expense all equipment, tools, chemicals, materials and supplies required to perform the work and services. This shall include but not be limited to the following product items:

- Mandatory Chemicals
- Sanitizers
- Furniture Polishes and Waxes
- Germicides
- Graffiti Remover
- All Purpose Cleansers
- Air Freshener (including batteries where applicable)
- Gum Remover
- Glass Cleaners
- Carpet Cleaners
- Tile Cleaners
- Fabric Cleaners
- Deodorizers
- Deodorant blocks
- Urinal blocks and screens
- Spray Buff
- Top Coat Sealers
- Penetrating Sealers
- Hard Floor Cleaner
- Hard Floor Finishes
- Hard Floor Strippers
- Sanitary Napkins/Tampons (optional)

Once the supplies/materials are installed, they become the property of Dallas County.

4.7.2.2 Contractor shall stock each restroom, break room and other areas with sufficient supplies to last until the next service. Contractor shall provide additional stock in a custodial closet for emergency purposes. Contractor shall post and maintain a log to monitor supply usage.

4.7.2.3 Contractor shall notify the Project Coordinator, Building Inspector or designee when any of the dispensers are damaged and need repair.

4.7.2.4 Contractor should not leave additional supplies on counters, toilet backs or on the floor.

4.7.2.5 At “no” time shall the Contractor use any Dallas County products such as hand soap as chemical cleaner and/or paper towels used to wipe mirrors, commodes, glass, counter tops, etc..

4.7.2.6 Sanitary Dispenser Supply: Dallas County will provide dispensers for the feminine hygiene product which are to be furnished by the awarded Contractor. All monies collected by the Contractor, from the sales of the products become the property of the Contractor. Dallas County shall not be held liable for theft of the products/monies stolen from these machines.

4.7.2.7 Commercial Grade Equipment and Tools: Contractor shall furnish at its expense all equipment and tools in good working order required to perform the work and services covered under this contract. The equipment and tools shall include but not limited to:

4.7.2.7.1 Equipment: Wet and dry vacuum, hand/portable vacuum with attachments, HEPA floor vacuum cleaners, hand/portable vacuum with attachments, janitorial carts, ladders, floor scrubber machines and buffer/polisher machines.

4.7.2.7.2 Tools: Brooms, all mops types (with clean mop heads), mop presses, dustless sweeping tools, buckets, sponges, squeegees, trash collecting receptacles, toilet bowl top (Johnny mop), push brooms, floor dust mop, hand scrub and window brushes, window squeegee,
towel rags, mop buckets w/wringer, dust pans, wall and hand dusters (no feather duster should be utilized), gallon buckets, putty knife, wet floor caution signs

4.7.2.7.3 Contractor shall a detail equipment inventory list with bid submission. The equipment inventory list must state the exact quantity amount of the equipment, equipment description and model number that will be utilized under this contract.

4.7.2.8 Quality of Cleaning Materials/Supplies/Equipment: All cleaning supplies, materials, and tools used in the performance of this Contract shall be of good commercial quality, suitable for the purpose intended, be in good working order and shall provide results necessary to provide the high standards of cleanliness required under this Contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The use of caustic or acid based cleansers will not be approved.

The County shall have the right to prohibit the use of any process, material, supply or tool which may damage County property or which may be a risk to employees, the public, or others using County facilities.

Contractor shall not use any material which the contracting officer's representative determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.

Any material being used which is not achieving desired results will be replaced with a more effective product. All defective materials/supplies and equipment shall be removed, replaced or repaired immediately.

4.7.2.9 No later than five (5) days prior to the contract start date, the Contractor shall submit a final list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The Dallas County Project Coordinator or Building Inspector must approve the Contractor’s listing of supplies and materials prior to their use.

4.7.2.10 Contractor shall post copies in a note book of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers. All copies of MSDS data sheet must also be furnished to the Dallas County Project Coordinator or Building Inspector.

4.8 Custodial Closets: Contractor shall keep all tools, equipment, and supplies left on the job site in the janitor's storage closet and not in any other part of the building. The janitor's closet shall be kept in a neat and orderly manner at all times and shall become part of the regular inspection.

Any and all flammable liquids shall be kept off premises. Rags and other flammable solids shall be kept in state approved containers. All containers shall be properly labeled as to contents. If any toxic material must be stored, it shall be appropriately labeled with name and proper antidotes. All buckets, wringers, mop sinks, and other tools and equipment shall be kept clean and free of objectionable odors. The floor/wall sink, whether porcelain or stainless steel is to be kept clean, and polished at all times.

4.9 Restroom Cleaning

4.9.1 Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.

4.9.2 Restroom cleaning shall include: sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, commodes, urinals, shelves, washbasins, doors, stall partition, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal and bactericidal cleansers.
Commodores and Urinals shall not have any spots, rust or stains on the top and bottom of seat-inside and outside of bowl, including under the lid, on the tank, and the pipes shall be free of rust, spots or stains. Trough shall be free of debris. In addition, cleaning solution shall be flushed through the urinal trap to reduce the accumulation of scale. Contractor to provide and install granulated urinal blocks and screens in all urinals. Apply necessary sanitation and disinfectant antiseptic preparations.

Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible.

4.9.3 Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper and seat covers. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, trash cans, or broken fixtures.

4.9.4 Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

4.10 Floors

4.10.1 Sweeping: Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture, or behind doors.

When sweeping resilient tile, terrazzo or sealed concrete floors, treated dust mops shall be used and the sweeping operation shall be performed in a manner that no dust is raised. Straw brooms or push brooms may be used for sweeping exterior surfaces.

4.10.2 Damp Mopping: Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

4.10.3 Spot Mopping: Spot mopping shall include the removal of stains caused by spillage to small areas of floor surface and when windows or doors have been left open and rain, snow or sleet has blown in, or other substances tracked in.

4.10.4 Scrubbing and Re-coating Floors: Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.

4.10.5 Stripping Floors: Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs, or marks.

4.10.6 Floor Finishing: Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.

An approved polymer floor finish shall be used on asphalt, rubber, vinyl, linoleum and other resilient floor covering.

All wood surface floors shall be cleaned/finished in accordance with the manufacturer recommendations and instruction for each type of flooring (e.g. parquet, oak, etc.).
Hard surface floors such as brick, marble, ceramic, concrete, etc., an approved penetrating water base sealer shall be used. No harsh cleaners and sealers should be used on these floor surfaces. Only material that are neutral with a PH Factor between 7 and 10 should be used when scrubbing or mopping floors. Avoid all purpose cleaners or soap containing water soluble, inorganic, or crystallizing salts, harmful alkali or acids.

Terrazzo Floor Surfaces: Buildings that floor surface consist of Marble-resin tile. Cleaning is vital to the life of this product and must be carried out using neutral detergents diluted in frequently changed, clean water. Contractor shall only use approved floor finish disinfectant/detergent and chemicals designed for terrazzo flooring such Hillyard Re-Juv-Nal HBV, Hillyard Vindicator + and Hillyard Hil-pheneand non-yellow acrylic polymer top coat sealer and penetrating sealer.

Contractor agrees to provide and maintain a monthly floor maintenance schedule that includes all the buildings identified in this bid. The schedule should reflect tasks such as spray buffing, polishing, stripping & waxing plus scheduled (required) quarterly tasks. This floor schedule will be included in the monthly billing packet due to Dallas County.

4.10.7 Spray Buffing: A buffing machine shall be used with a synthetic spray buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desire uniform luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or solution used. Spray buffing solution shall not be applied to floors closer than six inches to baseboards or non-moveable fixtures, as the buffing brushes will carry enough solution to protect the six inch wide area.

4.10.8 Burnishing: Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.

Moveable fixtures, furniture, equipment, and entrance mats shall be moved during finishing and/or buffing operations and then replaced.

4.10.9 Vacuuming: Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.

4.10.10 Spot Cleaning of Carpet: Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.

4.10.11 Stripping and Refinishing Hardwood/Laminate Floors: Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer’s instruction. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

4.10.12 Cleaning and Sealing Cement Floors: As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

4.11 General Cleaning

4.11.1 Spot Cleaning and Damp Wiping of Surfaces: Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
4.11.2 Low Dusting: Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.

4.11.3 High Dusting: Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, grills, and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces. *(This activity may require ladder and a safety plan both to be furnished by Contractor).*

4.11.4 Cleaning and Polishing Wood Surfaces: Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.

Millwork (wood veneers and solid hardwoods with catalyzed finishes) in courtrooms will be maintained with the required care (polish or cream). All wood surfaces shall be cleaned/finished in accordance with the manufacturer recommendations and instruction as needed.

The following products and chemicals should never be used on millwork: Ammonia or products such as Windex which contain ammonia, silicone wood cleaners, wax products, abrasive cleaners or abrasive pads and petroleum cleaners.

4.11.5 Cleaning Drinking Fountains: The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Wipe down all surfaces with a disinfectant.

4.11.6 Metal Cleaning and Polishing: Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.

4.11.7 Glass Cleaning: Clean all interior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

4.11.8 Window Cleaning: All entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.

4.11.9 Cleaning and Dusting Venetian Blinds and Mini-Blinds: Clean all Venetian blinds. Blinds must be free of dirt, dust and grime.

4.12 Trash/Waste Removal

4.12.1 Trash Removal: Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and move to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All trash disposals must be handled by using a brute trash container or similar type trash container with liner. Trash or trash bags shall not be dragged across any floor surface. Contractor is responsible for the cleaning of all floor surfaces and spills associated without utilizing the proper trash container. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
4.12.2 Recycling Program: The successful Contractor will work with Dallas County to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin, separating recyclable items from normal trash and emptying recycling bins when required by the Dallas County Project Coordinator or Building Inspector.

Disposable/recyclable products will be placed in special containers by County employees and disposed of by janitorial contractors in an orderly and consistent manner so that selected paper products etc. can be recycled. The janitorial personnel are responsible for collecting all paper contained in the designated containers located at each desk. The janitorial personnel will deposit the paper in the "collection bins". This service will be performed daily.

Cardboard boxes shall be flattened by the Contractor and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

4.13 Exterior Cleaning

4.13.1 Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.

4.13.2 Emptying and Cleaning Ashtrays and Urns: Empty and clean all ashtrays and urns in entryways, lobbies and corridors. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

4.14 Break Room Cleaning

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops, sinks including drain, table tops, chairs, exterior of refrigerator, microwave oven, vending machines, and cupboards. All floors must be free from grease, dirt and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Vacuum carpet and/or dust and mop floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers.

4.15 Special Areas

4.15.1 Elevator/Escalator Cleaning: Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and sweeping and mopping floors, stripping floors and buffing as required. All elevators/escalators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above. Contractor will be required to clean all glass partition(s) on each floor where escalators are located.

4.15.2 Cleaning Storage Space and Mop Closets: All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.

4.15.3 Auditorium, Court and Conference Rooms: Will be cleaned daily, in addition to the general cleaning requirements particular attention must be paid to cleaning under non-moving benches, seating, landing, steps, dais, platforms, podium, etc... A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, platform, podium, steps and/or landing. Seating pads on benches and chairs must be lifted up, any debris removed.
4.15.4 Asbestos (Safety Requirements): The County of Dallas has established policies for administering, governing and implementing procedures for a city-wide asbestos program. The purpose of this policy is to identify and control potential hazardous exposure to asbestos fibers that may be contained in/on surfaces that are currently cleaned or serviced by custodial contractors.

No contract employee shall knowingly undertake any cleaning work and/or remove/dispose of any material(s) that may be considered to be of an asbestos nature. A County Representative will notify the Contractor of all County projects (renovation, etc.) that may impose upon the Contractors cleaning tasks/schedule.

4.16 Fire Protection and Prevention

Contractor shall comply with all fire protection measures prescribed in the City Fire Code. All sweeping compounds, dust cloths, mop treating materials, and floor treatment materials (exclusive of waxes) shall be products which are free of spontaneous heating tendency. Listing of these products as free of this tendency by qualified nationally recognized testing organizations shall be considered as meeting these requirements. All products stored on County property must be labeled with Hazardous Warning Data labels as required by the Federal and State of Texas Waste Regulations. All electrical appliances, cords and extension cords shall bear the UL approved tags.

4.16.1 Contractor shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition, such as, but not limited to steam pipes and high wattage lamps and etc. The Contractor shall not store contaminated buckets, mops, cloths, and brushes that may be subject to spontaneous combustion.

4.16.2 Contractor is responsible for posting Material Safety Data sheets (MSDS) accessible to employees, and provides copies of all MSDS to the Contracts Manager.

4.16.3 Contractor shall store used wiping cloths and treated dust mops in covered metal containers. Employees shall be required to collect contents of ashtrays in metal containers separate from regular collection containers.

4.17 Waste Management

In effort to meet new mandated state regulations relative to waste paper management, the County of Dallas has implemented a County-wide waste paper management plan geared to meeting these requirements.
<table>
<thead>
<tr>
<th>Lobbies, Corridors, &amp; Misc. Public Spaces</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
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</thead>
<tbody>
<tr>
<td>1. Sweeping</td>
<td>1. Regular dusting</td>
<td>1. Floor finishing including top scrubbing</td>
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<tr>
<td>2. Spot mopping</td>
<td>2. Polishing metal</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>5. Wipe down vending machines and telephone area</td>
<td>5. Vacuuming of carpet</td>
<td>1. Floor finishing including stripping</td>
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<tr>
<td>6. Remove trash from receptacles and change liners</td>
<td>6. Spot cleaning</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>7. Refill of soap and paper towel dispensers</td>
<td>7. Spot cleaning carpet</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>8. Vacuum of carpet</td>
<td>8. Polishing metal</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>9. Clean directory, glass, walls, entrance doors &amp; windows, seating areas, and drinking fountains</td>
<td>9. Clean baseboards &amp; window sills</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>11. Dust window sills and frames</td>
<td>11. Spot cleaning</td>
<td>2. Clean cloth walls</td>
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<thead>
<tr>
<th>Offices &amp; Private Workstations</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
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<tbody>
<tr>
<td>1. Sweeping</td>
<td>1. Regular dusting</td>
<td>1. Floor finishing including top scrubbing</td>
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<tr>
<td>2. Spot mopping</td>
<td>2. Polishing metal</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>5. Dust window sills and frames</td>
<td>5. Vacuuming of carpet</td>
<td>1. Floor finishing including stripping</td>
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<tr>
<td>7. Vacuuming of Carpets in traffic areas</td>
<td>7. Spot cleaning of carpet</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>8. General cleaning</td>
<td>8. Spot cleaning of carpet</td>
<td>2. Clean cloth walls</td>
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<table>
<thead>
<tr>
<th>Courtrooms &amp; Jury Rooms</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
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</thead>
<tbody>
<tr>
<td>1. Sweeping</td>
<td>1. Regular dusting including fixtures and vents</td>
<td>1. Floor finishing including top scrubbing</td>
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<tr>
<td>2. Spot mopping</td>
<td>2. Polishing metal</td>
<td>2. High dusting</td>
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<tr>
<td>3. Spray buffing</td>
<td>3. Clean baseboards</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>4. Spot cleaning of carpets, etc.</td>
<td>4. Polish paneling in courtrooms, jury box, &amp; judges bench</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>5. Remove trash from receptacles and change liners</td>
<td>5. Spot mopping</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>6. Vacuum of carpet</td>
<td>6. High dusting surfaces between 70 &amp; 144&quot; high</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>7. Dust window sills and frames</td>
<td>7. High dusting</td>
<td>2. Clean cloth walls</td>
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<tr>
<td>8. Clean Courtroom doors, benches, chairs, podiums, platforms, seating areas, and windows</td>
<td>8. High dusting</td>
<td>2. Clean cloth walls</td>
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<table>
<thead>
<tr>
<th>Restrooms and Janitorial Storage Closets</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clean, sanitize, disinfect and deodorize: urinals, commodes, miscellaneous restroom and entry fixtures, basins, floors, etc.</td>
<td>1. Clean all walls</td>
<td>1. Machine scrub restroom floors</td>
<td></td>
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<tr>
<td>2. Clean partitions, doors, receptacles, and walls</td>
<td>2. Clean all baseboards</td>
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<tr>
<td>3. Remove trash from receptacles and change liners</td>
<td>3. Dust all surfaces up to 70&quot; high, all light fixtures &amp; vents, and window sills</td>
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<tr>
<td>4. Refill of soap and paper towel dispensers &amp; wipe outside down</td>
<td>4. Dust and clean lamps and light fixtures</td>
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<tr>
<td>5. Dust window sills and frames</td>
<td>5. Spot mopping</td>
<td>1. High dusting</td>
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<td>7. Clean and polish all mirrors, countertops, walls, etc.</td>
<td>7. Spot mopping</td>
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<tr>
<th>Elevators</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
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<tbody>
<tr>
<td>1. Sweeping</td>
<td>1. Clean carpet (part of normal cleaning, not additional service)</td>
<td>1. High dusting</td>
<td></td>
<td></td>
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<tr>
<td>2. Spot mopping</td>
<td>2. Floor finishing including stripping</td>
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<tr>
<td>3. Spray buffing</td>
<td>3. Dust and clean lamps and light fixtures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Clean elevators exterior including call buttons</td>
<td>4. Clean handrails</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. General cleaning: polish all brass &amp; stainless steel</td>
<td>5. Spot clean walls up to 70&quot; remove cobwebs as needed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. wipe down walls as needed</td>
<td>7. Spot mopping</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stairwells Including from first step down, or up to next level</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Policing interior (on the stairs) and exterior (around the stairs), collect and remove trash and other debris</td>
<td>1. Sweeping</td>
<td>1. High dusting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Dust window sills and frames</td>
<td>2. Vacuum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Spot mop as needed</td>
<td>3. Dust &amp; wet mopping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Collect, remove and disposing of trash from outside perimeter</td>
<td>4. Clean handrails</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Spot clean walls up to 70&quot; remove cobwebs as needed</td>
<td>5. Spot mopping</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outside Perimeter</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Policing trash around building entrances</td>
<td>1. Sweeping</td>
<td>1. High dusting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Collecting, removing and disposing of trash from outside perimeter</td>
<td>2. Vacuum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Remove refuse from sand urns</td>
<td>3. Dust &amp; wet mopping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Clean interior/exterior trash receptacles and change liners</td>
<td>4. Clean handrails</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total tasks | 49 | 25 | 12 | 6 |
SCHEDULE OF REQUIRED CLEANING TASK

<table>
<thead>
<tr>
<th>Table A – General Cleaning Services to be Performed (Required for all areas being serviced under this contract)</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Empty waste baskets and other trash receptacles, taking contents to designated area.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>2. Clean waste receptacles and replace liners.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>3. Remove refuse from sand urns and clean outside of containers.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4. Deposit all trash and boxes in designated dumpsters or other area designated for that purpose outside building.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>5. All trash or garbage from receptacles shall be bagged in heavy duty plastic bags furnished by Contractor. Bags shall be of sufficient strength to prevent breakage and spillage. Liner shall be furnished by the Contractor for all waste receptacles at least three (3) times per week.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Damp wipe all telephones, vending machines and related equipment using antiseptic treated cloths.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Clean all janitorial closets.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>8. Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, fountains, threshold plates, brass, windows, partitions, and light switches) up to 70&quot; high.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>9. Clean exterior and interior glass doors and frames and other interior glass, plastic and frames.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>10. Remove fingerprints from around doors and light switches.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>11. Power vacuum all carpeted areas including edges, corners, rugs and all floor covering.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>12. Sweep and dust mop all uncarpeted areas.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>13. Clean, sanitize and disinfect all water fountains.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>14. Spot clean walls, doors and trim.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
**SCHEDULE OF REQUIRED CLEANING TASK**

<table>
<thead>
<tr>
<th>Table A – General Cleaning Services to be Performed (Required for all areas being serviced under this contract)</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Clean and polish all brass and stainless steel (i.e. railing, elevators, door knobs, plumbing fixtures, kick plates, e-directory, etc.)</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>16. Clean and polish door knobs</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>17. Elevators – doors, floors, interior</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>18. Dust office furniture and damp wipe or polish all desktops, computer centers, and bookcases where papers are cleared.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>19. Dust window sills, frames and all other surfaces up to 70” high.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>20. General high dust partitions and other vertical surfaces, remove cobwebs.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>21. Dust all surfaces between 70” and 144” high.</td>
<td>Monthly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>22. Remove dirt and streaks from all surfaces between 70” and 144” high.</td>
<td>Monthly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23. Dust Venetian blinds.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>24. Dust all light fixtures and vents under 70”-Weekly above 70”-Monthly</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>25. Remove stain from cloth walls</td>
<td>Quarterly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>26. Wipe down vending machines</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>27. Moves recycle paper in wheeled containers and recycle boxes to designated area (and return empty containers or boxes to normal locations).</td>
<td>As Necessary</td>
<td>As needed</td>
<td>X</td>
</tr>
</tbody>
</table>
## SCHEDULE OF REQUIRED CLEANING TASK

### Table B - Lavatory and Restroom Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Empty waste baskets and other trash receptacles, taking contents to designated area.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>2. Clean waste receptacles and replace liners.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>3. Completely clean areas immediately around toilets and urinals. Clean, disinfect &amp; deodorize all fixtures using high phenol coefficient germicidal cleaner (including showers).</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Clean, sanitize and disinfect urinals inside and out.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Clean, sanitize and disinfect commodes inside and out (includes removing any rust and stain).</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Clean and polish all mirrors and countertops.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>7. Clean, sanitize and disinfect wash basins (washrooms and clinic areas, etc.) inside and out.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>8. Clean, sanitize and disinfect miscellaneous restroom and toilet fixtures (towel dispensers, soap dispenser, sanitary dispenser).</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Clean, sanitize and disinfect restroom and toilet floors.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>10. Clean, sanitize and disinfect restroom wash basin wall area and toilet wall area.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11. Damp clean or polish and refill all dispensers (soap, towels, toilet, etc...).</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>12. Clean all stall partitions, doors and walls.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>13. Clean all baseboards.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### Table C - Stairwell Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Policing</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>1. Vacuum or sweep stairwells, stairs and landings.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2. Remove all debris.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Spot clean walls within 70&quot;, remove cobwebs.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Damp mop all tile.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Clean all handrails.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Dust and remove all dirt from surfaces between 70&quot; and 144&quot; high</td>
<td>Monthly</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### Table D - Floor Care Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Vacuum all carpeted areas including edges, corners, rugs and all floor matting.</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>2.</strong> Sweep and/or dust mop all non-carpeted areas.</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>3.</strong> Mop spillages in all non-carpeted areas.</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>4.</strong> Spot Mopping.</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>5.</strong> Buff floors.</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>6.</strong> Detail vacuuming under desk and behind furniture (where possible).</td>
<td>Weekly</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>7.</strong> Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance.</td>
<td>Monthly</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>8.</strong> Scrub and re-coat all floors.</td>
<td>Monthly</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>9.</strong> Strip and refinish all hard flooring.</td>
<td>Quarterly</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>10.</strong> Spot Cleaning of Carpet</td>
<td>Weekly</td>
<td>As needed</td>
</tr>
</tbody>
</table>

### Table E - Window Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Clean all entrance glass doors and windows, interior and exterior surfaces.</td>
<td>Daily</td>
<td>X</td>
</tr>
<tr>
<td><strong>2.</strong> Clean all interior window sills and surfaces up to 70&quot;.</td>
<td>Weekly</td>
<td>X</td>
</tr>
</tbody>
</table>

### Table F - Exterior Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Empty all trash receptacles.</td>
<td>Daily</td>
<td>X</td>
</tr>
<tr>
<td><strong>2.</strong> Clean interior and exterior of trash receptacles and change liners.</td>
<td>Daily</td>
<td>As needed</td>
</tr>
<tr>
<td><strong>3.</strong> Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas.</td>
<td>Daily</td>
<td>X</td>
</tr>
</tbody>
</table>
## SCHEDULE OF REQUIRED CLEANING TASK

### Table G - Break Room Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Clean sinks, countertops, dispensing machines, and plumbing fixtures with suitable chemicals.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. Sweep/dust mop all non-carpeted areas; mop spillages.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Vacuum and spot clean all carpeted areas.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Refill all soap and paper towel dispensers.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Dust all light fixtures and vents.</td>
<td>Monthly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>8. Spot Cleaning of Carpet</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### Table H - Lobby, Corridors, Elevators, and Escalators Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Empty all trash receptacles.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2. Clean interior and exterior of trash receptacles and change liners.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>3. Clean all entrance glass doors and windows, interior and exterior surfaces.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4. Sweep/dust mop all non-carpeted areas; mop spillages.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>5. Clean all directory glass areas.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>6. Vacuum and spot clean all carpeted areas.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>7. Clean, sanitize and disinfect all water fountains.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>8. Clean and remove all finger prints from wall areas.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>9. Clean wall areas around elevator call buttons.</td>
<td>Daily</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>10. Clean baseboard and door jambs.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11. Dust all light fixtures and vents.</td>
<td>Monthly/Weekly</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
Table 1 - Auditorium, Court and Conference Rooms Cleaning Services to be Performed (This is an additional to requirement set forth in Table A)

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency of Service</th>
<th>Daytime Personnel Task</th>
<th>Evening/Night Crew Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Empty all trash receptacles.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>2. Clean interior and exterior of trash receptacles and change liners when needed.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>3. Clean all entrance glass doors and windows, interior and exterior surfaces.</td>
<td>Daily</td>
<td>As needed</td>
<td>X</td>
</tr>
<tr>
<td>4. Sweep/dust mop all non-carpeted areas; mop spillages.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Clean under all non-moving benches, seating areas, platforms, landing, steps, and podiums. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches, platform, podium, steps and/or landing.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Vacuum and spot clean all carpeted areas.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Clean and remove all finger prints from wall areas.</td>
<td>Daily</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>8. Clean baseboard and door jambs.</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Dust all light fixtures and vents.</td>
<td>Monthly</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>10. Polish woodwork/millwork of walls, Judges bench, Jury box</td>
<td>Weekly</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

5. PROJECT COORDINATOR

The designated project coordinator for this contract is:
Ella Daniels, Facilities Management
214.653.6776

The Project Coordinator or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the bid is formally approved and awarded by the Dallas County Commissioners Court. Contractor will work under the direction of the Project Coordinator or the designated County representative throughout the duration of the contract.

5.1 The Project Coordinator responsibilities include, but are not limited to:

5.1.2 Monitoring the Contractor’s progress and performance as well as ensuring services conform to established specification requirements.

5.1.3 Approve and authorize payments for completed services in accordance to general and technical specification requirements.

5.1.4 Meet with the Contractor as needed to review progress, discuss problems, and consider necessary action.

5.1.5 Identifying a breach of contract by assessing the difference between contract performance and nonperformance and notifying Purchasing staff of deficiencies.
The bidders hereby certify that they have read, understand, and agree that acceptance by Dallas County of the bidder's offer by the issuance of an award court order, purchase order, or a written formal contract will create a binding contract. Bidder, further agree to fully comply with all terms and conditions as set forth in the Dallas County bid specifications and other documentary forms herewith made a part of this specific contract.

Mail/Deliver Sealed Bid to: Dallas County Purchasing Department 509 Main Street, 6th Floor, Room 623, Records Bldg., Dallas, Texas 75202

NOTE: Dallas County does not guarantee any quantities (cleanable square footage) to be serviced or purchased under this contract. The quantities (cleanable square footage) indicated in the bid are based on prior year data and may not reflect the actual quantity required during the duration of the contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Quantities</th>
<th>Unit Cost</th>
<th>Extension Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost of Janitorial Services</strong>  per the terms and conditions set forth in the bid solicitation this includes the general and technical requirements and cleaning schedule matrix.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Location: TBD  XXXXXX square feet  $_______/sq. ft.  $________/mo.

Specify the exact/actual number of employees to be assigned to each evening/night crew to perform janitorial services in the area stated above: _________ (Please use whole number only and please do not use ranges (i.e. 1-2, 3-4, 19-20, etc.). If your firm chose to use ranges the smaller of the range number will be used for Dallas County calculation for staffing ratio.

Note to All Bidders: Any cleanable or serviceable areas which are added to or deleted due to remodeling, expansion and/or building closure at any of Dallas County properties will be done so at the same rate per square foot throughout the duration of the contract. The extension price will be multiplied by the number twelve (12) to calculate the annual cost for janitorial services.

2. Cost for On-Site Daytime Janitorial Personnel, as per bid specifications for the listed location (s): TBD  XXXX hours  $_______/hour  $________

Note to All Bidders: The extension price will be divided by the number twelve (12) to calculate the monthly cost for all on-site daytime janitorial personnel. Also, Dallas County will only pay for services rendered. Deductions will apply in the event of absenteeism at the hourly rate. All on-site Daytime Janitorial Personnel must sign-in/login and sign-out/logout daily.

3. Optional Services (As Requested by Dallas County Project Coordinator or Designee)

Specify cost for Additional Service Hour: This line is for special scheduled events and emergency-type services, such as responding to a roof leak during periods when there is no company staff on-site (i.e., early morning or late evening hours or weekends). Services provided in such circumstances must be requested by the Project Coordinator or designee, and will be charged to the contingency line in the contract: $________________/per hour

4. Specify Cost for Performance Bond (if any), please refer to insurance requirements for details  $________________/Flat Rate
Specify any additional comments/cost/etc. included with your bid proposal, if applicable:

Any deviations to the Dallas County bid specifications may result in rejection of the Bidders Proposal if found unacceptable by Dallas County.

Specify Prompt/Early Payment Discount Terms (if any): ______ % ______ Days. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office. The award of this bid will not be based on prompt/early payment discounts.

Checklist: Documents to be submitted with bid proposal response - all must be titled for identification:

- Organizational chart. The organization chart must clearly diagram/show the structure of your company/firm organization and the relationships and relative ranks of its parts and positions/jobs.
- Names and telephone number of the Account Manager/Executive, Site/Project Manager, Building Quality Control Manager/Inspector and Billing Manager/Coordinator.
- Company/Firm internal policies and procedures to include brief information about the records kept on employees before, during, and after employment, and how background checks are performed.
- Sample copy of company/firm Inspection Checklist.
- Sample copy of company/firm Service Deficiency Report/Log and Resolution Form.
- Sample copy of Floor Maintenance Schedule and Maintenance Report for monthly and quarterly services.
- Customer References and Experience (See Section 3.5 for detail requirements – must complete Dallas County reference forms).
- Training Plan (See Section 3.14 for detail requirements).
- Key Control and Security Plan (See Section 3.15 for detail requirements).
- Pilferage & Vandalism Plan (See Section 3.16 for detail requirements).
- Contingency Plan (See Section 3.17 for detail requirements to include employees replacements).
- Transition Plan (See Section 3.18 for detail requirements).
- Quality Control Plan (See Section 3.19 for detail requirements).
- Current/Latest Year Financial Statement (See Section 3.21 for detail requirements).
- Equipment Inventory List (See Section 4.7.2.7 for detail requirement which includes a listing of all the equipment that will be utilized under this contract to include equipment quantity amount).
- MWBE Forms.
- Dallas County Insurance Affidavit or a current copy of the ACORD Certificate of Liability Insurance Form that indicate the coverage and level amounts.
- List of employee name(s), job title(s), job description(s), employment date(s), and current pay rate(s) of the staff who will be assigned to this contract (may be furnished upon notice of award or with bid if so desired).

Please answer the questions listed below:

Company Legal Name: ____________________________________________

Company Legal Status (corporation, partnership, sole proprietor, etc.): ____________________________________________

Is your firm a sole proprietorship doing business under a different name: Yes ________ No ________

If yes, please indicate sole proprietor’s name and the name you are doing business under: __________________________

What is your company primary type of business: ____________________________________________

Length of time the company has been in business: (must be verifiable): ____________________________

Length of time the company has been in janitorial/custodian service business (must be verifiable)? ____________________________

What is total number of janitorial service employees your company/firm has on staff: _____________

Specify the name and telephone number of the account representative who will be handling this account: ____________________________
Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the awarded Contractor agree that all terms, conditions, specifications, and pricing would apply to that entity?
Yes______  No______

Note: All purchases by Governmental Entities other than Dallas County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Dallas County will not be responsible for other Governmental Entity’s debt.

Does your firm/company have the required insurance coverage stated under SECTION 3 - INSURANCE REQUIREMENTS and agree to comply with these requirements during the duration of this contract?
Yes______  No______

If No, will your firm be able to acquire the required coverage within ten (10) days upon notification of contract award?
Yes______  No______

NOTE: Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker’s compensation/self insured employee coverage requirements and adequate liability limitations. SEE Page 3, Paragraph 3.

Information on Provision of Health Insurance Coverage for Employees
Dallas County may consider the provision of health insurance coverage for employees in the bid evaluation process (see page X, paragraph X). Please complete the information below to assist in this evaluation.

a) Does your company provide health insurance coverage to its employees?
Yes______  No______

b) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?
Yes______  No______

c) If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description? (See Attachment A)
Yes______  No______

d) If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County’s health insurance coverage and share in the cost?
Yes______  No______

In the event Dallas County elects to give a preference to a bidder, who provides comparable health insurance, that bidder and any subcontractors will be required to provide additional documentation of the declared health insurance coverage.

For statistical purposes:
Please indicate to Dallas County whether the principal company owner is a: (Please check one)

[ ] Dallas County Tax Payer
[ ] Other County Tax Payer

Please indicate the manner in which you were notified of this solicitation:

[ ] Daily Commercial Record
[ ] Dallas County Website
[ ] Letter from Dallas County Purchasing Department
[ ] Other: specify: ________________________________

Thank you.
IN THE EVENT THAT THE ACCOUNT REPRESENTATIVE/CONTACT PERSON INFORMATION IS
CHANGED DURING THE COMMENCEMENT OF THIS CONTRACT, IT IS YOUR COMPANY/FIRM
RESPONSIBILITY TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT OF
ANY CHANGES. PLEASE MAKE REFERENCE TO THE BID NUMBER.
CUSTOMER REFERENCES

"All bidders must complete the Dallas County customer reference form provided in this solicitation"

FIRM SUBMITTING BID

1. COMPANY NAME: ____________________________
   CONTACT PERSON: ____________________________
   TELEPHONE: ____________________________
   SERVICE SITE ADDRESS: ____________________________
   (i.e.: one building/facility or entire complex at the same physical address location)
   SPECIFY TYPE OF COMPLEX: ____________________________
   (i.e.: office building, warehouse, park, etc.)
   TOTAL SQ. FT. CLEANED AT THIS SITE: ____________________________
   CONTRACT/SERVICE EFFECTIVE DATE: ____________________________
   (Length of contract – start and end date)

2. COMPANY NAME: ____________________________
   CONTACT PERSON: ____________________________
   TELEPHONE: ____________________________
   SERVICE SITE ADDRESS: ____________________________
   (i.e.: one building/facility or entire complex at the same physical address location)
   SPECIFY TYPE OF COMPLEX: ____________________________
   (i.e.: office building, warehouse, park, etc.)
   TOTAL SQ. FT. CLEANED AT THIS SITE: ____________________________
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3. COMPANY NAME: ____________________________
   CONTACT PERSON: ____________________________
   TELEPHONE: ____________________________
   SERVICE SITE ADDRESS: ____________________________
   (i.e.: one building/facility or entire complex at the same physical address location)
   SPECIFY TYPE OF COMPLEX: ____________________________
   (i.e.: office building, warehouse, park, etc.)
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   (Length of contract – start and end date)
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**FIRM SUBMITTING BID**

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CUSTOMER REFERENCES

“All bidders must complete the Dallas County customer reference form provided in this solicitation.”

FIRM SUBMITTING BID

7. COMPANY NAME:
   (______________________________)

   CONTACT PERSON:
   (______________________________)

   TELEPHONE:
   (______________________________)

   SERVICE SITE ADDRESS:
   (i.e.: one building/facility or entire complex at the same physical address location)

   SPECIFY TYPE OF COMPLEX:
   (i.e.: office building, warehouse, park, etc.)

   TOTAL SQ. FT. CLEANED AT THIS SITE:
   (______________________________)

   CONTRACT/SERVICE EFFECTIVE DATE:
   (Length of contract – start and end date)

8. COMPANY NAME:
   (______________________________)

   CONTACT PERSON:
   (______________________________)

   TELEPHONE:
   (______________________________)

   SERVICE SITE ADDRESS:
   (i.e.: one building/facility or entire complex at the same physical address location)

   SPECIFY TYPE OF COMPLEX:
   (i.e.: office building, warehouse, park, etc.)

   TOTAL SQ. FT. CLEANED AT THIS SITE:
   (______________________________)

   CONTRACT/SERVICE EFFECTIVE DATE:
   (Length of contract – start and end date)

9. COMPANY NAME:
   (______________________________)

   CONTACT PERSON:
   (______________________________)

   TELEPHONE:
   (______________________________)

   SERVICE SITE ADDRESS:
   (i.e.: one building/facility or entire complex at the same physical address location)

   SPECIFY TYPE OF COMPLEX:
   (i.e.: office building, warehouse, park, etc.)

   TOTAL SQ. FT. CLEANED AT THIS SITE:
   (______________________________)

   CONTRACT/SERVICE EFFECTIVE DATE:
   (Length of contract – start and end date)
Date: February 23, 2010
To: Commissioners Court
Through: Rodney Christian, Interim Chief Information Officer
From: Wayne Henderson
Subject: High-Speed Switching for Virtual Server Environment

BACKGROUND

On August 29, 2006, the Commissioners Court approved the purchase of hardware and software to build an initial Virtual Machine (VM) server environment. VM environments provide an opportunity for organizations to run multiple ‘virtual machines’ on one server, ultimately reducing the number of physical servers required.

The initial project consisting of two Dell servers and virtualization software was implemented and several applications successfully loaded onto the hardware.

We now have a virtual server farm consisting of twenty-two physical Dell servers, with each physical server supporting up to ten virtual servers. Due to the unique architectural challenges presented by this technology, the fiber cabling and switches that these servers are connected to need to be upgraded. The current switches can be re-purposed in other network data closets.

The Office of Information Technology requests approval to purchase new network fiber cabling, switching hardware and connectors to accommodate the expanding VM server environment.

PROPOSAL

It is proposed that eight high-speed network switches, including fiberoptic cabling and connectors, be purchased. This equipment will be used for the production VM environment.

This equipment will provide up to ten times the current bandwidth for the virtual server environment, and will position Dallas County for future expansion. This equipment is available through DIR-SDD-243
OPERATIONAL IMPACT

Users will not see a direct impact.

Implementing these changes will provide greatly increased throughput capacity for the virtual servers, as well as enhanced management capabilities.

FISCAL IMPACT

The estimated cost for the additional cabling, hardware and connectors is $66,000.00. Please see attached document for details.

FUNDING:

Funding for additional equipment to upgrade the VM environment is available from the Major Technology Fund, Hardware Refresh (195.0.2093.0.0.92055).

STRATEGIC PLAN ALIGNMENT:

The approval, purchase and implementation of the requested hardware, cabling and connectors is consistent with Strategy 1.4 of the County’s strategic plan: Improve the Customer Experience by implementing Standards of Operation, Innovation and Technology.

RECOMMENDATION:

The Office of Information Technology recommends that Commissioners Court approve the proposed purchase of additional cabling, networking hardware, and connectors.

Reviewed By: Rodney Christian, Interim CIO
### Pricing - Nexus 5020's and 2K

**Date:** January 14, 2010  
**Valid For:** 30 Days  
**To:** Wayne Henderson  
**Warranty:** 90 Days  
**Shipping & Tax:** Not Included  
**Total:** $65,287.60

#### Nexus 5020 LAB Bundle

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#### Nexus 5000 and 2000 Bundle (1) 5020 plus (6) 2148Ts

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<td>Catalyst 4948-10GE I/O Cables, 5512I-C15-US</td>
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<td>44%</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>CAB-5512I-C15-US</td>
<td>Catalyst 4948-10GE I/O Cables, 5512I-C15-US</td>
<td>-</td>
<td>44%</td>
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</tr>
<tr>
<td>2</td>
<td>CAB-5512I-C15-US</td>
<td>Catalyst 4948-10GE I/O Cables, 5512I-C15-US</td>
<td>-</td>
<td>44%</td>
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<tr>
<td>2</td>
<td>CAB-5512I-C15-US</td>
<td>Catalyst 4948-10GE I/O Cables, 5512I-C15-US</td>
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<tr>
<td>2</td>
<td>CAB-5512I-C15-US</td>
<td>Catalyst 4948-10GE I/O Cables, 5512I-C15-US</td>
<td>-</td>
<td>44%</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Credit

- $1,678.00

#### Items

- $1,678.00
MEMORANDUM

Date: February 23, 2010
To: Commissioners Court
From: Ron Stretcher, Director of Criminal Justice
Rodney Christian, Assistant Chief IT Operations
Darryl Martin, County Administrator
Through: Darryl Martin, County Administrator
Re: IT Services Status Report

BACKGROUND

There have been significant changes in the staffing and governance structure for Dallas County IT Services in the past few weeks. Three key management staff are no longer with Dallas County: Chief Information Officer (CIO), Assistant Chief - IT Applications and Assistant Chief - Project Management. Commissioners Court ended the IT Steering Committee, which had served as the County’s governance vehicle for IT projects. Darryl Martin has recently lead a review of proposals from IT consultants to provide support during this transition period. The purpose of this briefing is to provide Commissioners Court with a status report on IT Services activities.

OPERATIONAL IMPACT

Staffing
Rodney Christian is serving as acting CIO and is managing IT Services. Ron Stretcher, director of criminal justice, is providing support in the area of project management and liaison with other departments. Both coordinate all IT Services issues directly with Darryl Martin, county administrator. The project management staff are rotating to facilitate the weekly project status meetings and to provide written project updates. The Assistant Chief – Project Management position has been posted and interviews conducted. An offer has been made to an internal candidate pending completion of the standard County HR process. The vacant Assistant Chief – IT Applications is currently covered by Ellease Francis from the applications staff. This position has not yet been posted. Both the Assistant Chief – IT Applications and CIO positions will be held vacant pending input from the IT Services consultant.

Three line staff positions are vacant. The Quality Assurance Manager position was vacated in January and will be held open for the 90 day hiring freeze timeframe. There are two System Analyst positions that have been approved for support of the computer-assisted dispatch (CAD) system. These two positions are posted and will be filled in the near future.
Operations
All IT Services operations continue during this transition. Ongoing maintenance, planned upgrades and responses to problems have proceeded without interruption. Key activities of the IT operations group during the past few weeks are:

1. Installed, configured and implemented Quest Archive Manager for Exchange Email System
2. Installed and configured new production, test and development environments for OnBase project
3. Installed, configured and implemented DMZ storage for VMWare
4. Designed and built a new 2008 SQL environment by re-deploying existing hardware and software licenses
5. Designed and built security/forest/directory services for Jury Services application and worked with ABODA Administrator to upgrade his systems
6. Installed and configured new production, test and development environments for OnBase project
7. Upgraded Blackberry Enterprise Server to version 5.0
8. Completed installation and configuration of the new Tandberg equipment for the next phase of video arraignment
9. Completed installation and configuration of wireless network system at the new Forensics Building
10. Worked with OSEM to setup and configure mobile disaster network system
11. Installed Nexus 7000 Core Switches

Major Projects
There are multiple projects underway. All key stakeholders for these projects have been consulted to ensure that the projects are progressing and that all critical issues are being addressed. While there are risks to be mitigated within the project plans, the key projects are all progressing appropriately. A summary of the major projects and assigned project managers follows:

- **Countywide Imaging (Mary McPhaul):** This project is central to the District Clerk and County Clerk's goal to operate all courts in a paper-less environment. Upgrades to the hardware, Oracle database and OnBase application have been completed. Public access to Court documents is now available to the Public Defenders and selected private attorneys. Future project phases will make imaging available to the Sheriff's Department, Southwest Institute of Forensic Science, Health and Human Services, Human Resources and the Auditor's office.

- **NCO Collections (Lisa Green):** The purpose of the NCO Collections Phase II Project is to send delinquent cases from the Civil and Family District Court to NCO Financial Services in an attempt to collect outstanding debt for Dallas County. There are approximately 5,000 cases that will require extraction and validation prior to sending to NCO for collections. The project schedule details an extraction of 1,000 records every two weeks. This will give Civil and Family District Courts and Auditing time to validate the case data. IT Applications has completed extracting the first 1,000 cases. Staff of the Civil and Family District Courts and Auditing is validating this initial extract, with transmission to NCO scheduled for 2-19-2010.
Mainframe Replacement (Lisa Green): The Mainframe Replacement Project has completed a cost analysis to evaluate viable options for migrating all remaining applications from the mainframe. The cost analysis is in review by the Budget Office. T3 Technologies has sent their statement of work, which is currently in review by the District Attorney’s Office. T3 has proposed a complete alternative to the mainframe, including software, hardware, migration services and one year of maintenance and support. The project is targeting March 2, 2010 to present the cost analysis briefing to Commissioner’s Court.

Laboratory Information Management System – LIMS (Bill Brown): This project will provide the Southwest Institute of Forensic Sciences (SWIFS) with a robust automated system to manage all department operations. The LIMS project is tied closely with completion of the new SWIFS facility, currently targeted for April 1, 2010. A second potential risk for the project is the need for the software vendor, Justice Trax, to resolve identified “bugs” in the software. The bugs are resolved in monthly software releases and are scheduled for all to be resolved by mid-March 2010.

Microsoft Migration (Alan Pham): This purpose of this project is to migrate Dallas County’s Novell Directory Services to Microsoft Active Directory and Novell GroupWise to Microsoft Exchange (Outlook). This project allows IT Services to centralize management of the County’s desktop and server environments. The migration to Microsoft Active Directory (instead of Novell) and Outlook e-mail are complete. IT Services is finalizing the configuration of the Archive Management tool in Outlook which will allow for full implementation of the County’s e-mail retention policy. This project is scheduled to be completed by March 1, 2010.

Juvenile Case Management System – JCMS (Brett Taylor): Dallas County is a partner in this project with the Conference of Urban Counties, Texas Juvenile Probation Commission (TJPC), Tarrant County and Bexar County. The JCMS replaces the current JIS and the State’s CASEWORKER system with an updated, integrated application that will be implemented state-wide. Dallas County has partnered with TJPC to be the beta test site for replacing CASEWORKER with the JCMS. Data mapping between CASEWORKER and JCMS has begun. The process is currently being refined to bolster the data integrity within the JCMS. The migration of CASEWORKER data into the JCMS is also underway but will hinge on the refinement of the mapping deliverables. This is a critical phase of the project. The integrity of the data must be accurate in order for the implementation to be successful. There are three potential high impact risks that must be mitigated on this project: 1.) accurate mapping of CASEWORKER data into JCMS; 2.) upgrading individual user computers to Internet Explorer 7 or higher; and 3.) increasing the pace at which programming for JCMS is completed, tested and implemented. All project staff are actively working to mitigate these potential risks and meet the target date of Mid-May, 2010 to complete work on the JCMS.

AIS – Incident Module Countywide Rollout (Bill Brown): This “mega-project” is complex with multiple steps. The Indico RMS (records management system) has been implemented and is in use by the Sheriff’s Department and all five Constable Precincts. Staff of the Sheriff’s Department and Constables is filing all criminal cases electronically through the Dallas County Incident Module (DCIM) into AIS. A work group from the DA, Sheriff’s Department and IT Services meets twice weekly to process case filings electronically and resolve any problems. Sypherlink is currently developing standard interfaces from the multiple RMS systems used by police departments in Dallas County to DCIM. This project was expanded to include implementation of the Indico accident reporting module and the new accident report format implemented by the Department of Public safety. The new accident report is
currently in use and the ability for citizens to purchase accident reports on-line has been implemented.

- **Automated Traffic Citation Management System (Alan Pham):** A contract is currently under negotiation with a new vendor selected through a competitive RFP process. Commissioners Court will be briefed on the vendor selection once District Attorney review of the contract is complete, projected for a February 23, 2010 briefing to Commissioners Court. This project has not been funded.

- **JP Courts System Implementation (Mary McPhaul):** This project will replace the mainframe with a new Court management system for the Justice of the Peace Courts. Original plans were to implement the Odyssey JP Court package, but concerns with this system were raised by Judge Cercone and Judge Seider. Staff is now developing an RFP for a new system. The RFP is scheduled to go to the Judges for their review by February 19, 2010. Once the RFP requirements are approved by the Judges, the RFP will be submitted to Purchasing for release. This project has not been funded.

- **Biometrics (Mary McPhaul):** This project will provide staff of the Sheriff’s Department and Constable with a comprehensive biometrics system to ensure the accurate and timely identification of defendants at arrest and jail book-in. The biometrics project includes a $100,000 grant to upgrade the current AFIX software and hardware. The primary deliverable for this project is an RFP to be issued for a comprehensive biometrics solution. A key risk for this project is the use of the $100,000 grant. Staff is working to mitigate this risk. The biometrics project has not been funded other than the initial grant.

- **Countywide Receipting (Troy Jones):** This project allows for the accurate receipting of all payments for Dallas County from any collection point within the County. Phase 1 has been implemented for the Treasurer and the Auditor’s offices. The implemented system is a point of sale (POS) system from “The Active Network” (TAN). Phase 2 of this project will expand the system to Health and Human Services and the Sheriff’s Department.

- **Daptiv PPM Solution (Shani Johnson):** This project is a key first step to improving the management of projects within IT Services and communication with key stakeholders for individual projects. Daptiv PPM Solution offers Dallas County Program Management staff the ability to easily create, publish and export ad-hoc reports using browser-based tools, as well as offers project sponsors customized executive and/or user dashboards to gain maximum visibility into project execution. Project stakeholders will be able to track their respective Dallas County IT Services projects on real-time basis. This tool also allows for improved tracking of staff resources and time spent on specific projects.

- **Jury Services (Ty Keller):** This project consists of two phases: 1A. implementation of a new jury system that is not on the mainframe; and 1B) implementation of a new IVR (Interactive Voice Response) system. Phase 1A of the project consists of not only deploying a new application, but also required re-engineering many of the processes used in Jury Services’ daily activities. The initial phase also provided for changes to the jury wheel imposed by the Secretary of State (SOS) and complying with House Bill 1204 with regards to partial jury donations. The project is currently in production for both the base application on daily Jury Services activities and the “ejuror” function which allows potential jurors to check in ahead of time to streamline the check-in process. The base system, although functional, has one last set of updates required for deployment. This update will allow the courts to take advantage of the automated seating chart process, developed by Judge Lowy, as well as
differing methods to address JP courts. Project Management and IT are currently working on completing changes to the database required to support the new release and functionality, as well as updating the new Jury Wheel received from the SOS. This will be the 1st update or reconstitution of the Jury Wheel since the conversion to the new system.

IT Consultant
Dallas County received proposals from seven firms to provide IT consulting services during this transition period. Staff have reviewed the proposals and interviewed five of the seven firms. One firm declined the interview offer and one interview is pending. The general deliverables for the engagement with the selected consultant will be: provide an interim CIO and assist in finding a permanent CIO; conduct a review of staffing in IT Services and recommend changes where needed; review existing IT strategic planning documents, review the organization of the project management office, and recommend a new IT governance structure.

Strategic Planning
There is a general consensus among internal and external stakeholders that the strategic plan developed by E-Gov did not meet expectations and did not provide the expected road map to improving the County's overall IT operations. Staff has developed an internal strategic plan that addresses the concerns of the E-Gov document. A review of this staff-developed plan will be a key component of the engagement with the consultant.

IT Governance
With the ending of the IT Steering Committee, staff have focused on a more project-oriented process to track and manage key IT projects. There are regular update meetings with the stakeholders of all key projects. IT staff and County administrative staff are interfacing with department heads and elected officials as needed to address specific project issues. At this time, staff make no recommendations for a new IT governance process. This issue will be a key deliverable for the IT Services consultant.

LEGAL IMPACT
There is no legal impact as this is an informational briefing to Commissioners Court with no action recommended at this time.

FINANCIAL IMPACT
The majority of funding for IT Services staffing and projects comes from the Major Technology Fund (MTF). The Justice Assistance Grant (JAG) has provided significant funding for the JCMS and AIS/DCIM projects over the past few years. Current year budgets for MTF and JAG are attached.

IT Services staff are coordinating with the Office of Budget and Evaluation and the Auditor's Office to review the allocation of MTF funds to specific projects. The MTF budget includes anticipated revenue for FY 2010 and unexpended funds from prior years. Some of the listed projects will not require the funds that are currently allocated and some ongoing projects were closed out during the year-end reconciliation process. As of now, there is just over $3 million in unallocated MTF funds. There will be a future briefing to Commissioners Court on the movement of MTF funds within the projects that are listed and allocating funding to ongoing projects that currently have no funding allocation.
February 23, 2010

TO: Dallas County Commissioners Court

FROM: Shannon S. Brown, Assistant Administrator

SUBJECT: Purchase of Property for Grand Prairie Subcourthouse

(COURT ORDER ON FORMAL AGENDA)

Background
Dallas County and the City of Grand Prairie entered into an agreement for the County to purchase land from the City for a new subcourthouse through Court Order 2008-958 and amended by Court Order 2009-1059. The agreement included a provision that the City acquire the property, remove all buildings from the property, abate the property and provide Dallas County with a clean site with appropriate utilities and zoning. The demolition work is complete and the attached deed has been prepared to convey the property to Dallas County. With this conveyance, Dallas County can now initiate payment to the City. The purpose of this briefing is to update the Court on this project and give notice of the next steps.

Operational Impact
The executed agreement requires the City of Grand Prairie to provide Dallas County with a clean building site with appropriate utilities and zoning. Dallas County's requirements are to solicit qualifications for a design/build project within thirty (30) days of having the site presented and to submit payment to the City within sixty (60) days. The County has already begun the solicitation process in anticipation of the site being presented and received responses to a statement of qualifications on February 18, 2010. The evaluation committee will review these responses and submit a recommendation to Commissioners Court on the most qualified firm. After the firm is selected, staff will negotiate a contract to submit for final Court approval.

With this facility, Dallas County will consolidate citizen services currently provided in several locations, including leased space. The facility will include a Tax Office, Constable Office, Justice of the Peace Court, Truancy Court, and Juvenile Probation Office. Additional future consolidation of services at the location will be considered once construction is complete.

Financial Impact
Dallas County has budgeted $6.5 million in the MCIP Fund for this project, including the $560,000 necessary to purchase the land from the City of Grand Prairie. This payment has been submitted to the County Auditor's Office. The final cost for the design and construction of the facility will be negotiated with the firm selected through the qualifications process.

Legal Impact
The purchase agreement was approved through Court Orders 2008-958 and 2009-1059. The attached deed was reviewed and approved by the District Attorney's Office, Civil Division.

411 Elm Street, 3rd Floor, Dallas, Texas 75202
sbrown@dallascounty.org 214-653-7650
Strategic Plan Compliance
This project supports Objective 5.3 of the Dallas County Strategic Plan by improving the appearance and effectiveness of County facilities.

Recommendation
Staff recommends approval of the attached Special Warranty Deed for the conveyance of property located at [enter description] as authorized by Court Orders 2008-958 and 2009-1059 to be used for the construction of a new Grand Prairie Subcourthouse. It is also recommended that payment in the amount of $560,000 be paid to the City of Grand Prairie in accordance with the agreement terms with funding available from the MCIP Fund (Project 70153).
CITY OF GRAND PRAIRIE
SPECIAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF DALLAS

That the City of Grand Prairie, Texas, a municipal corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, sell and convey to the County of Dallas, a political subdivision of the State of Texas, hereinafter referred to as "Grantee", its successors and assigns, all of Grantor's right, title and interest in and to that certain tract or parcel of land, described as follows, to-wit:

Being all that certain lot or tract known as Lot 1R, Block B, R. L. Hights Addition Revised an Addition to the City of Grand Prairie, Dallas County, Texas, according to the plat thereof recorded as Instrument No. 200900326594 in the Real Property Records of Dallas County, Texas.

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.

This conveyance is made and accepted subject to all, if any, restrictions, easements, covenants and conditions of record in the Real Property Records of Dallas County, Texas, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

TO HAVE AND TO HOLD the premises herein described and conveyed, together with all and singular rights, appurtenances and hereditaments thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Executed this ___ day of ______________, 2010.

ATTEST:

CITY OF GRAND PRAIRIE, TEXAS

By: __________________________
    Deputy City Manager

City Secretary
STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ of ____________, 2010 by Tom Cox, Deputy City Manager of the City of Grand Prairie, Texas, a municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
Notary's Name (Printed): ______________________
My commission expires: ______________________
DALLAS COUNTY
COMMISSIONERS COURT

To: Commissioners Court
From: Darryl Martin
Date: February 17, 2010
Subject: Minimum Job Qualifications for Dallas County Constables – All Titles

BACKGROUND

Dallas County Commissioners Court requested a review of all of the Deputy job titles in Dallas County Constable offices and the minimum qualifications for each job title. Human Resources has provided the information in the attached table. To summarize, Deputy I, II and III are required to have TCLEOSE Certification and varying degrees of education and/or experience. A Deputy Constable I (Recruit) can have either TCLEOSE Certification, one (1) year law enforcement experience or thirty (30) college hours from an accredited college or university. A Deputy Constable IV is an appointed position and minimum qualifications for appointment are a High School Diploma/GED and TCLEOSE Certification.

Deputy I's and Recruits are required to pass a polygraph, psychological and physical exam and an extensive background investigation according to the Job Description. Applicants whose hire date is more than 180 days from their last appointment must pass a criminal history check, physical and psychological exam and drug test.

Dallas County does a preliminary Employment Background Verification that includes a Social Security check, employment history, motor vehicle record, criminal history, educational history and professional, technical certifications. Each of the Constable offices verified that a more extensive background investigation is conducted for new hires.

According to the attached chart, there are 220 Deputies in all of the Constable Precinct offices:

<table>
<thead>
<tr>
<th>Title</th>
<th>Number</th>
</tr>
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<tbody>
<tr>
<td>Deputy I</td>
<td>200</td>
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<tr>
<td>Deputy II</td>
<td>9</td>
</tr>
<tr>
<td>Deputy III</td>
<td>5</td>
</tr>
<tr>
<td>Deputy IV</td>
<td>5</td>
</tr>
</tbody>
</table>

STRATEGIC PLAN COMPLIANCE

This briefing conforms with Dallas County Strategic Plan, Vision 3; Dallas County is safe, secure and prepared.

RECOMMENDATION

The information contained in this briefing has been provided by request of Commissioners Court for discussion. Further direction from the Court on changes and/or modifications to the above will be reviewed by Human Resources/Civil Service.
### JOB QUALIFICATIONS - CONSTABLE TITLES - ALL PRECINCTS

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Minimum Qualifications</th>
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</thead>
<tbody>
<tr>
<td>Deputy Constable I - grade 66 (Deputy)</td>
<td>TCLEOSE Certification AND one of the following:</td>
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<tr>
<td></td>
<td>Thirty (30) college hours from an accredited college or university with grade C or better</td>
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<td></td>
<td>AND one (1) year law enforcement experience.</td>
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<tr>
<td></td>
<td>Fifteen (15) college hours from an accredited college or university with a grade C or better</td>
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<tr>
<td></td>
<td>AND two (2) years law enforcement experience.</td>
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<tr>
<td></td>
<td>Three (3) years law enforcement experience.</td>
</tr>
<tr>
<td>Deputy Constable I (Recruit) - grade 66</td>
<td>A candidate may be considered for a Deputy Constable Recruit at a lower salary with only ONE of the following qualifications:</td>
</tr>
<tr>
<td></td>
<td>Certified Law Enforcement Officer Certificate (TCLEOSE).</td>
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<td></td>
<td>One (1) year law enforcement experience.</td>
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<tr>
<td></td>
<td>Thirty (30) college hours from an accredited college or university with a grade C or better</td>
</tr>
<tr>
<td>Deputy Constable II - grade 67 (Sergeant)</td>
<td>TCLEOSE Certification AND Two (2) years continuous work experience as a law enforcement officer.</td>
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</table>
### JOB QUALIFICATIONS - CONSTABLE TITLES - ALL PRECINCTS

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Minimum Qualifications</th>
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</thead>
<tbody>
<tr>
<td>Deputy Constable III - grade 68</td>
<td>TCLEOSE Certification AND one of the following:</td>
</tr>
<tr>
<td>(Senior Sergeant)</td>
<td>At least 45 hours of college credit AND served three (3) years continuous work experience as a law enforcement officer.</td>
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<tr>
<td>Deputy Constable IV - grade 69</td>
<td>APPOINTED POSITION</td>
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<tr>
<td>(Lieutenant)</td>
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<tr>
<td></td>
<td>HIGH SCHOOL DIPLOMA/GED AND TCLEOSE CERTIFICATION</td>
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<tr>
<td>Organization</td>
<td>Job Name</td>
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<td>CONSTABLE 1-1</td>
<td>DEPUTY CONSTABLE I</td>
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<td>CON Constable II</td>
<td>DEPUTY CONSTABLE II</td>
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<td>CON Constable III</td>
<td>DEPUTY CONSTABLE III</td>
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<td>CON Constable IV</td>
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<td>CONSTABLE 2-0</td>
<td>DEPUTY CONSTABLE I</td>
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<tr>
<td>CON Constable II</td>
<td>DEPUTY CONSTABLE II</td>
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<tr>
<td>CON Constable III</td>
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<tr>
<td>CON Constable IV</td>
<td>DEPUTY CONSTABLE IV</td>
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<td>CONSTABLE 2-0 Total</td>
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<td>CONSTABLE 3-0</td>
<td>DEPUTY CONSTABLE I</td>
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<td>CON Constable II</td>
<td>DEPUTY CONSTABLE II</td>
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<td>CON Constable III</td>
<td>DEPUTY CONSTABLE III</td>
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<td>CON Constable IV</td>
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<td>CONSTABLE 3-0 Total</td>
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<td>CONSTABLE 4-0</td>
<td>DEPUTY CONSTABLE I</td>
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<td>CON Constable II</td>
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<td>CON Constable III</td>
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<td>CON Constable IV</td>
<td>DEPUTY CONSTABLE IV</td>
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<td>CONSTABLE 4-0 Total</td>
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<tr>
<td>CONSTABLE 5-0</td>
<td>DEPUTY CONSTABLE I</td>
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<tr>
<td>CON Constable II</td>
<td>DEPUTY CONSTABLE II</td>
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<tr>
<td>CON Constable III</td>
<td>DEPUTY CONSTABLE III</td>
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<tr>
<td>CON Constable IV</td>
<td>DEPUTY CONSTABLE IV</td>
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<tr>
<td>OFFICE SUPPORT</td>
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<tr>
<td>CONSTABLE 5-0 Total</td>
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</table>
To: Commissioners Court  
From: Darryl Martin  
Date: February 23, 2010  
Subject: Civil Service status of Deputy Constables

BACKGROUND

On August 19, 2003, Commissioners Court passed Court Order 2003-1467, revising Dallas County code and excluding Deputy Constables from the Civil Service System. The pertinent part of Section 86-1.1 of Dallas County Code reads:

"Category A employee includes, but is not limited to administrative secretary, executive secretary administrative assistant, deputy constables, chief deputy or first assistant of the county judge, county commissioners and elected officials. These job titles and others designated by the commissioners court do not fall under the jurisdiction of the civil service system. Additionally, category A classified employees are excluded from coverage afforded in employment procedures relating to job posting, reduction-in-force, double-fill, reinstatement, reemployment, dismissals, right of appeal, and grievance system procedures of this code."

All deputies hired before August 19, 2003 are still Civil Service protected. On September 18, 2007 a Memorandum from the District Attorney’s office with a list of all deputies hired before August 19, 2003 was sent to all five (5) Constables. In addition, Constables were informed in this Memo that these Deputies were covered under Civil Service rules and procedures. Currently 44% of the Deputies in all Constable Precincts still have Civil Service Protection.

STRATEGIC PLAN COMPLIANCE

This briefing conforms with Dallas County Strategic Plan, Vision 3; Dallas County is safe, secure and prepared.

RECOMMENDATION

The information contained in this briefing has been provided by request of Commissioners Court for discussion. Further direction from the Court on changes and/or modifications to the above will be reviewed by Human Resources/Civil Service.
February 16, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Office of Budget and Evaluation Staff

SUBJECT: Hiring Freeze Exceptions

The following departments have requested exceptions to the hiring freeze. Additional documentation is available for further reference.

**Health & Human Services – Recommended**
The Health & Human Services is requesting hiring freeze exception in order to fill a recently vacant Phlebotomist Grade 5 position #4323 – STD Clinic due to the resignation of the incumbent. The position is Parkland funded through the Community Health budget.

**Facilities Management – Recommended**
The Facilities Management department requests authorization for a hiring freeze exception to fill two positions: Lead A/C Technician Grade AM position #6188 and a Building Mechanic Grade 9 position #1092. These positions were vacated due to internal promotions, which left the department in need of additional help with ongoing preventive maintenance management for present and upcoming seasonal weather changes. Filling these positions will result in a cost of $7,372 per month including benefits to the General Fund.

**Auditors Office - Recommended**
The Auditors Office requests a hiring freeze exception in order to fill a recently vacant Secretary Grade 8 position #990 due to the resignation of the incumbent. Filing the position will result in an estimated total cost of $9,569 to the General Fund.

**Security and Emergency Management – Recommended**
The Office of Security and Emergency Management requests an exception to the hiring freeze in order to fill an Assistant Fire Marshal, Grade 68 position #1468. This position is responsible for life safety inspections on County buildings which are currently behind because of the vacancy. Filling the position will result in a cost of $5,822 per month including benefits.
**District Clerk - Recommended**
The District Clerk is requesting a hiring freeze exemption in order to fill the Investment Analyst, Grade F position (Pos. #3565). This position monitors the millions of dollars in the Trust accounts in the registry and is charged with finding the best rates and investing funds for the accounts. Filling the Investment Analyst, Grade F position will result in a cost of $5,399 per month including benefits.
February 23, 2010

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Office

FROM: Cori Thomason
Budget & Policy Analyst

SUBJECT: Transfer of Sheriff's Deputy Positions

BACKGROUND
The Sheriff's Office has submitted a request to transfer two (2) Deputy positions from the Warrant Execution Division to the Criminal Investigation Division to perform operations focused on juvenile offenders. The purpose of this briefing is to provide a recommendation by the Office of Budget and Evaluation.

IMPACT ON OPERATIONS
Currently, the Sheriff's Office conducts law enforcement operations focused on juvenile offenders from both the Warrant Execution and Criminal Investigation Divisions. In an effort to more efficiently manage resources, the Sheriff's Office is combining juvenile apprehension and investigation responsibilities and directing them to the Criminal Investigation Division. In addition, these positions will perform duties related to the Tobacco Enforcement Grant.

FINANCIAL IMPACT/CONSIDERATIONS
There is no financial impact to the County as both positions are included in the FY2010 Budget.

RECOMMENDATION
The Office of Budget and Evaluation recommends the Commissioners Court approve transferring two (2) Deputy positions (position numbers 2587 and 2588) from the Warrant Execution Division to the Criminal Investigations Division.
February 23, 2010

MISCELLANEOUS

1) **PURCHASING** – requests approval:

   a) to waive the Umbrella/Excess and Pollution liability insurance requirement as outlined in RFP No. 2009-071-4358, Request for Proposals for Residential Mechanical Services, as awarded to Alaniz Complete Service LLC for the period of October 19, 2009 through November 30, 2009. Staff has received an Affidavit from the vendor stating that no claims occurred during the lapse period. The vendor has since provided insurance as required.

   b) to waive the General Liability insurance requirement as outlined in Bid No. 2010-007-4703, Annual Contract for the Purchase of Paper for Office Use, as awarded to Berndt Business Forms, for the period of December 01, 2009 through January 05, 2010. Staff has received an Affidavit from the vendor stating that no claims occurred during the lapse period. The vendor has since provided all the insurance as required.

2) **PUBLIC WORKS** – requests approval to pay the Regional Storm Water Management Program FY2010 cost share amount of $2,268 for Dallas County’s participation in the program. Funding is available in 196.2010.2080.0000. Recommended by the Office of Budget and Evaluation.

3) **FACILITIES MANAGEMENT** – used “Pick-up PO” #52584 to purchase a portable heater used by technicians working on an electrical panel repair. The Frank Crowley Parking garage experienced a power panel failure during the last extreme cold period. Technicians were required to make the repair exposed to outside temperatures. The unit has been placed in County inventory. The cost for the item was $228.83. Funding is available in Unallocated Reserves. Recommended by the Office of Budget and Evaluation.

4) **HUMAN RESOURCES/CIVIL SERVICE** – requests approval for 3 employees to attend the Urban League of Greater Dallas 2010 annual luncheon meeting. The event will be held on February 26, 2010 at 11:45 a.m. in the Khmer Pavilion Ballroom at the Hilton Anatole Hotel in Dallas, Texas. The total cost is $150 which will be paid out of the Human Resources DDA line item 120.1040.2230.0000. Recommended by the Office of Budget and Evaluation.
5) **TAX ASSESSOR/COLLECTOR** – requests approval to allow Human Resources/Civil Services to review a proposed change of title for a Senior Secretary Grade 8 position to a Clerk IV Grade 8 position as part of their reorganization. There is no additional cost to the County for changing the title of the position. Recommended by the Office of Budget and Evaluation.

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**TRAVEL REQUESTS**

6) **INSTITUTE OF FORENSIC SCIENCES** – requests approval for Vicki Hall to attend the 2010 Spring Training Education for Forensic Professionals Program in Fort Worth, Texas on March 8-13, 2010, at no cost to Dallas County.

7) **DISTRICT ATTORNEY** – requests approval for:

   a) Debra Mitchell-Ibe and Heidi Pyron to attend the Texas Association Against Sexual Assault Conference in South Padre Island, Texas on March 2-4, 2010: $1,100 is available in Grant Fund, Regional Training Grant Department, Business Travel Account, FY Budget 2010, (00466.1342911-10-6001.4010.2010).

   b) Juliana Martinez, Erin Hendricks, Thad LaBarre and Shanika Davis to attend the Annual Texas Association Against Sexual Assault Conference in South Padre Island, Texas on February 28, 2010 through March 4, 2010: $4,245 ($1,225 registration fee) is available in Grant Fund, Grants to Encourage Arrest Department, Business Travel Account, FY Budget 2007, (00466.6200.4010.2007).

8) **HEALTH & HUMAN SERVICES** – requests approval for:

   a) Aurelio Rodriguez to attend the Part B Planners Network Meeting in Houston, Texas on March 3-5, 2010: $830 is available in Grant Fund, Part A Department, Conference Travel Account, FY Budget 2009, (00466.65600.04210.2009).

   b) Janina Daniels to attend the National STD Prevention Conference in Atlanta, Georgia on March 8-11, 2010: $1,793.40 is available in Grant Fund, STD Prevention Training III Department, Conference Training Account, FY Budget 2010, (00466.08709.02460.2010) and $290 (registration fee) is available in Grant Fund, STD Prevention Training III Department, Registration Fee Account, FY Budget 2010, (00466.08709.02462.2010).
c) Darshon Brown to attend the National STD Prevention Conference in Atlanta, Georgia on March 8-11, 2010: $1,193.40 is available in Grant Fund, STD Prevention Training III Department, Conference Training Account, FY Budget 2010, (00466.08709.02460.2010) and $290 (registration fee) is available in Grant Fund, STD Prevention Training III Department, Registration Fee Account, FY Budget 2010, (00466.08709.02462.2010).

d) Ruby McGilbra to attend the National STD Prevention Conference in Atlanta, Georgia on March 8-11, 2010: $1,523.40 is available in Grant Fund, STD Prevention Training III Department, Conference Training Account, FY Budget 2010, (00466.08709.02460.2010) and $290 (registration fee) is available in Grant Fund, STD Prevention Training III Department, Registration Fee Account, FY Budget 2010, (00466.08709.02462.2010).

e) Sonya Hughes to attend the National STD Prevention Conference in Atlanta, Georgia on March 8-11, 2010: $1,543.40 is available in Grant Fund, STD Prevention Training III Department, Conference Training Account, FY Budget 2010, (00466.08709.02460.2010) and $290 (registration fee) is available in Grant Fund, STD Prevention Training III Department, Registration Fee Account, FY Budget 2010, (00466.08709.02462.2010).

f) Morgan Kohut to attend the Complimentary Spring Workshop of the 2010 Texas Mosquito Control Association in Waxahachie, Texas on March 10-11, 2010, in a County vehicle with gas credit cards and no other cost to Dallas County.

g) Wendy Chung, MD to attend the Fifth Decennial International Conference on Healthcare Associated Infections 2010 Conference in Atlanta, Georgia on March 18-22, 2010, at no cost to Dallas County.

h) David Deloney to attend Daylong Animal Cruelty Investigation Class in Arlington, Texas on March 25, 2010, in a County vehicle with gas credit cards and no other expense to Dallas County.

i) Derrick Bradshaw, Anthony Cummings, Wendell Perkins and Simon Adom to attend the Section 8 Housing Quality Standard Training in Arlington, Texas on May 18-20, 2010: $2,960 ($1,980 registration fee) is available in Grant Fund, Section 8 Department, Training Fee Account, FY Budget 2010, (00467.08001.2460.2010).
EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

Travel Request with reimbursements going over Dallas County Policy maximum reimbursement schedule:

9) PROBATE COURT NO. 1 (Judge John B. Peyton) – requests approval to attend the National College of Probate Judges 2010 Spring Conference in Portland, Oregon on May 11-16, 2010: $2,161.77 ($350 registration fee) is available in Escrow Fund, Probate Court No. 1, Education Fund Account, FY Budget 2010, (00532.4701.21667.2010).

10) PROBATE COURT NO. 2 (Judge Michael E. Miller) – requests approval to attend the National College of Probate Judges 2010 Spring Conference in Portland, Oregon on May 11-15, 2010: $1,970.12 ($350 registration fee) is available in Escrow Fund, Probate Court No. 3, Education Fund Account, FY Budget 2010, (00532.4703.21667.2010).

Travel Requests submitted for approval after travel had occurred:

11) CLEAN AIR TASK FORCE – requests approval for Lt. Kitchens to inspect a vehicle to be purchased by Task Force in Austin, Texas on February 18, 2010, in as County vehicle with gas credit cards and no other expense to Dallas County.

12) HEALTH & HUMAN SERVICES – requests approval for Michael Whitfield, Sr. to attend the Air Conditioning/Refrigeration Course with EPA Testing in Irving, Texas on February 22, 2010 through March 6, 2010: $2,060 (course fee and testing fee) is available in Grant Fund, CEAP Department, Training Fee Account, FY Budget 2010, (00466.08301.02460.2010).

MISCELLANEOUS EQUIPMENT

(1) DEPARTMENT: Office of Information Technology
ITEMS: 1 – Standard Dell Notebook Computer w/Dock and Monitor
1 – Microsoft Office Standard Software
ESTIMATED COST: $2,100
FUNDING SOURCE: 195.0.02093.0.0.92055 (Hardware Refresh)

02/23/2010
The Office of Information Technology requests Commissioner’s Court approval to purchase a Dell Notebook Computer with Docking Station, Monitor and MS Office software for use by the Commissioners Court Attorney. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

Office of Information Technology

5 – Standard Dell PCs
$4,875

195.0.02093.0.0.92055 (Hardware Refresh)

The Office of Information Technology requests Commissioner’s Court approval to purchase five Dell PCs. The computers will be used to upgrade the computers for Commissioner’s Court recording and used for testing the latest version of Windows, Office and Internet Explorer. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

Office of Information Technology

60 – Surge Protectors for Desktop Deployment
$900

195.0.02093.0.0.92055 (Hardware Refresh)

The Office of Information Technology requests Commissioner’s Court approval to purchase sixty surge protectors used for deploying replacement PCs. Due to a mistake in the ordering process, the surge protectors were omitted from a large order. The surge protectors are needed to complete the deployment of the computers. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

Health & Human Services – TB Elimination

1 – Paper ream dispenser
$83

Within Budget
EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010)

PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the TB Elimination Grant #8701 which was court ordered on September 8, 2009 and assigned court order number 2009 – 1638. Recommended by the Office of Budget and Evaluation.

DEPARTMENT: Health & Human Services – TB Elimination
ITEM: 1 – HP DeskJet 6940 printer color ink-jet
ESTIMATED COST: $90
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02093.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010)

PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the TB Elimination Grant #8701 which was court ordered on September 8, 2009 and assigned court order number 2009 – 1638. Recommended by the Office of Budget and Evaluation.

DEPARTMENT: Health & Human Services – OPHP Bioterrorism
ITEMS: 1 – Safeco Compartment Cart
2 – Equipment and Luggage Cart w/tote
1 – Storage Cabinet
1 – Literature Display Rack

ESTIMATED COST: $1,100
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010)

PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the OPHP Bioterrorism Grant #8723 which was court ordered on July 21, 2009 and assigned court order number 2009 – 1328. Recommended by the Office of Budget and Evaluation.
(7) DEPARTMENT: Health & Human Services – OPHP Bioterrorism
ITEMS: 3 – Plastic Deck Platform Truck
5 – Pelican Case
3 – Steel Freestanding Shelving
ESTIMATED COST: $5,075
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010)
PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed items for the OPHP Bioterrorism Grant #8725 which was court ordered on July 21, 2009 and assigned court order number 2009 – 1329. Recommended by the Office of Budget and Evaluation.

(8) DEPARTMENT: Health & Human Services – OPHP Bioterrorism
ITEM: 1 – DuraLabel PRO 300 Thermal Transfer Printer
ESTIMATED COST: $500
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02093.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010)
PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the OPHP Bioterrorism Grant #8725 which was court ordered on July 21, 2009 and assigned court order number 2009 – 1329. Recommended by the Office of Budget and Evaluation.

(9) DEPARTMENT: Health & Human Services – Older Adult Services Program
ITEMS: 1 – Fax Machine
2 – File Cabinet
1 – Round Table
ESTIMATED COST: $1,525
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010)

02/23/2010
The Health & Human Services Department is requesting authorization to purchase the above listed item for the Older Adult Services Grant #8400 which was court ordered on July 21, 2009 and assigned court order number 2009 – 1331. Recommended by the Office of Budget and Evaluation.

(10) DEPARTMENT: 4504 County Court at Law #4
ITEMS: Chairs ($282 ea)
ESTIMATED COST: $564
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: 120.4504.2230.0000 (General Fund, CCL #4, DDA – Spendable Balance, FY2010)

County Court at Law #4 requests authorization to purchase chairs from the DDA line item. Recommended by the Office of Budget and Evaluation.

(11) DEPARTMENT: 3311 Crime Lab
ITEMS: Robotic DNA processing workstations ($187,000 ea), Freezers ($11,000 ea), Computer Workstations ($6,000 ea)
ESTIMATED COST: $414,000
FUNDING SOURCE: Grant Fund
EXPENDITURE SOURCE: 466.0.0.2009.0.0.3400.0 (Grant Fund, Crime Lab, FY2010)

The Crime Lab requests authorization to purchase equipment under the DNA Backlog Reduction grant. Recommended by the Office of Budget and Evaluation.

(12) DEPARTMENT: 4620 County Criminal Courts Manager
ITEMS: Easel, Wood desk, Seal, Benches
ESTIMATED COST: $0
FUNDING SOURCE: Surplus
EXPENDITURE SOURCE: Surplus

The County Criminal Courts Manager requests authorization to transfer office furniture from county surplus. Recommended by the Office of Budget and Evaluation.

02/23/2010
| DEPARTMENT: | 4470 Criminal District Courts Manager |
| ITEMS: | 4 – Chairs  
1 – 2-drawer file cabinet  
1 – Brown chair  
2 – Coat racks |
| ESTIMATED COST: | $0 |
| FUNDING SOURCE: | Surplus |
| EXPENDITURE SOURCE: | Surplus |
| PROPOSED ACTION: | The Criminal District Courts Manager requests authorization to transfer office furniture from county surplus. Recommended by the Office of Budget and Evaluation. |

| DEPARTMENT: | Information Technology Services |
| ITEMS: | 1 – 12-inch ladder rack, miscellaneous hardware and installation |
| ESTIMATED COST: | $432.56 |
| FUNDING SOURCE: | 195.02093.2003.0.92055 (Technology Equipment) |
| PROPOSED ACTION: | This item is a re-brief from January 12, 2010 to approve a change in funding projects from 92014 to 92055. The purchase of a 1 – 12-inch ladder rack, miscellaneous hardware and installation will facilitate the cabling path for the new data center Cisco switches. Recommended by the Office of Information Technology. |

| DEPARTMENT: | 3123 Sheriff – Intelligence |
| ITEMS: | 10 – Metal knockdown targets ($432 ea) |
| ESTIMATED COST: | $4,320 |
| FUNDING SOURCE: | Reserves and Contingency, Furniture and Equipment  
120.3123.2090.0000 (General Fund, Sheriff – Intelligence, Property Less Than $5,000, FY2010) |
| EXPENDITURE SOURCE: |  
| PROPOSED ACTION: | Sheriff – Intelligence requests authorization to purchase metal knockdown targets. Re-brief to correct dollar amounts. Recommended by the Office of Budget and Evaluation. |

| DEPARTMENT: | Sheriff – Bike Unit |
| ITEMS: | 6 – Safety lights and installation ($534 ea) |
| ESTIMATED COST: | $3,200 |

02/23/2010
<table>
<thead>
<tr>
<th>FUNDING SOURCE:</th>
<th>Federal Forfeiture</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>532.0.2090.0.0.91002 (Federal Forfeiture, Sheriff, Property Less Than $5,000, FY2010)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>Sheriff - Bike Unit requests authorization to purchase safety lights and installation for 6 bikes. Recommended by the Office of Budget and Evaluation.</td>
</tr>
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### Item 17:

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>Sheriff - Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td>1- Antiglare/anti-radiation filter</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$80</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>120.3110.2160.0000 (General Fund, Sheriff - Executive, Office Supplies, FY2010)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>Sheriff - Executive requests authorization to purchase an antiglare filter for the Chiefs' Administrative Assistant for confidentiality reasons. Recommended by the Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>

### Item 18:

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td>1- Sky walker stilts</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$1 (additional)</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>120.1022.2730.0000 (General Fund, Facilities Management, Small Tools, FY2010)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The above item was approved for $314.45. The current price is $315.45. Facilities Management requests approval for the difference. Recommended by the Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>

### Item 19:

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td>2- 32 Gallon Plastic Liner Band, #F1017 ($68)</td>
</tr>
<tr>
<td></td>
<td>2 - Flat top cover 32 Gallon Receptacle #F1023 ($244)</td>
</tr>
<tr>
<td></td>
<td>2 - Expanded Metal Trash Receptacle 32 Gallon ($434)</td>
</tr>
<tr>
<td></td>
<td>Freight &amp; Shipping ($137)</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$883</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
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</tbody>
</table>

02/23/2010
<table>
<thead>
<tr>
<th>EXPENDITURE SOURCE:</th>
<th>126.00000.15310.0000.0000 (General Fund, Facilities Management, Janitorial Inventory, FY2010)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSED ACTION:</td>
<td>Facilities Management requests approval to purchase outside trash receptacles to be utilized throughout the County at County facilities. Recommended by the Office of Budget and Evaluation.</td>
</tr>
</tbody>
</table>

| (20) DEPARTMENT:     | 1022 Facilities Management |
| ITEMS:              | 24- Phosphorescent Exit Signs ($20.79 each) |
| ESTIMATED COST:     | $499 |
| FUNDING SOURCE:     | Wilmer Escrow |
| EXPENDITURE SOURCE: | 120.1022,2640.0000 (General Fund, Facilities Management, Maintenance Labor Equipment on Building, FY2010) |
| PROPOSED ACTION:    | Facilities Management requests approval to purchase the listed exit signs that are OSHA, NFPA & Mil-L-3891A compliant (14” x 10”) to be installed at the Adult Probation Office located on Cockrell Hill. Recommended by the Office of Budget and Evaluation. |

| (21) DEPARTMENT:     | 1022 Facilities Management |
| ITEMS:              | 10- A/C & Heating Units |
| ESTIMATED COST:     | $6,220 |
| FUNDING SOURCE:     | Wilmer Escrow |
| EXPENDITURE SOURCE: | 120.5340.2670.0000 (General Fund, Facilities Management, Maintenance, FY2010) |
| PROPOSED ACTION:    | Facilities Management requests approval to purchase 10 through the wall A/C & Heating units to replace rusted out units at the Wilmer Drug Rehab Unit. Recommended by the Office of Budget and Evaluation. |

| (22) DEPARTMENT:     | 1022 Facilities Management |
| ITEMS:              | 5 – Manifold & Hose 2v Brass Body |
|                     | 1 – Refrigeration Recovery Unit Appion G5 |
|                     | 2 – Vacuum Pump 6 CFM ½ HP |
|                     | 2 – Charging Scale |
| ESTIMATED COST:     | $2,029 |
| FUNDING SOURCE:     | Within Budget |

02/23/2010
| DEPARTMENT: | 1022 Facilities Management |
| ITEMS: | |
| ESTIMATED COST: | $175 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 120.1022.2730.0000 (General Fund, Facilities Management, Small Tools, FY2010) |
| PROPOSED ACTION: | Facilities Management requests approval to purchase replacement items stolen from RL121. Theft report is on file. Recommended by the Office of Budget and Evaluation. |

| DEPARTMENT: | 1022 Facilities Management |
| ITEMS: | 1 - Nylon Fish Tape 100, 1 - Steel Fish Tape 125', 1 - Flex-o-twist fish |
| EXPENDITURE SOURCE: | 120.1022.2730.0000 (General Fund, Facilities Management, Small Tools, FY2010) |
| PROPOSED ACTION: | Facilities Management requests approval to purchase the listed items for general maintenance. Recommended by the Office of Budget and Evaluation. |

| DEPARTMENT: | 1022 Facilities Management |
| ITEMS: | 12 - 23 Gallon Square Containers, 12 - Swing Top Covers |
| ESTIMATED COST: | $1,284 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 120.1022.2670.0000 (General Fund, Facilities Management, Maintenance, FY2010) |
| PROPOSED ACTION: | Facilities Management requests approval to purchase the listed items for trash containers in County offices. Recommended by the Office of Budget and Evaluation. |

| DEPARTMENT: | 1022 Facilities Management |
| ITEMS: | 8 - Contractor High Air Flow Wet/Dry Vacuum |
| ESTIMATED COST: | $1,600 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 120.1022.2670.0000 (General Fund, Facilities Management, Maintenance, FY2010) |

02/23/2010
PROPOSED ACTION: Facilities Management requests approval to purchase the listed items to replace broken/damaged units. Recommended by the Office of Budget and Evaluation.

(26) DEPARTMENT: Facilities Management
ITEMS:
- 4 – Fiberglass Step Ladders – 4 ft
- 4 – Fiberglass Step Ladders – 8 ft
- 2 – Fiberglass Step Ladders – 6 ft
ESTIMATED COST: $2,272
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.1022.2670.0000 (General Fund, Facilities Management, Maintenance, FY2010)

PROPOSED ACTION: Facilities Management requests approval to purchase the listed items for use for general maintenance. Recommended by the Office of Budget and Evaluation.

(27) DEPARTMENT: Facilities Management
ITEMS: Modifications to Courtroom Bench
ESTIMATED COST: $978
FUNDING SOURCE: Escrow Funds, District Clerk Records Management Preservation Funds
EXPENDITURE SOURCE: 532.46541 (District Clerk Records Management Preservation Funds)

PROPOSED ACTION: Facilities Management requests approval to proceed with requested modifications to the courtroom bench in the 101st Civil Court per agreement with the District Clerk. Recommended by the Office of Budget and Evaluation.

(28) DEPARTMENT: Communications and Central Services
ITEMS: 3- Mobile computer docking stations ($320 ea.)
ESTIMATED COST: $960
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 0120.1023.2630.2007 (General Fund, Communications and Central Services, Radio Parts and Supplies, FY2010)
PROPOSED ACTION: Communications and Central Services requests authorization to purchase mobile computer docking stations to replace existing ones that are no longer operational. Recommended by the Office of Budget and Evaluation.

(29) DEPARTMENT: Communications and Central Services
ITEMS: 6 - Bank chargers ($366 ea.)
ESTIMATED COST: $2,196
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 0120.1023.2630.2007 (General Fund, Communications and Central Services, Radio Parts and Supplies, FY2010)

PROPOSED ACTION: Communications and Central Services requests authorization to purchase portable radio bank chargers for use countywide. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS

County Criminal Court #10 - D-1002003 - requests installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

Constable Precinct #4 - M-1002025 - requests a multi-line basic phone (instrument only). Equipment $76.00; Installation $0.00; Recurring Cost $0.00 - Recommended

District Attorney - M-1002020 - requests to issue an H41 headset. Equipment $49.00; Installation $0.00; Recurring Cost $0.00 - Recommended

District Clerk - requests:
M-1002021 - installation of a voice line with single line phone. Equipment $43.00; Installation $115.00; Recurring Cost $0.00 - Recommended

M-1002022 - installation of a voice line with single line phone. Equipment $43.00; Installation $115.00; Recurring Cost $0.00 - Recommended

Juvenile - Education - requests:
M-1002024 - installation of a voice line and single line phone. Equipment $43.00; Installation $115.00; Recurring Cost $0.00 - Recommended

02/23/2010
D-1002004 - installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - **Recommended**

**Juvenile - Substance Abuse** - M-1002026 - requests a multi-line basic phone (instrument only) needed for case managers cubicle. Equipment $76.00; Installation $0.00; Recurring Cost $0.00 - **Recommended**

**Sheriff - D-1002002** - requests installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - **Recommended**

**Sheriff - George Allen Jail** – requests:
M-1002027 - installation of a voice line with basic multi-line phone. Equipment $76.00; Installation $115.00; Recurring Cost $0.00 - **Recommended**

M-1002028 - installation of a voice line with basic multi-line phone. Equipment $76.00; Installation $115.00; Recurring Cost $0.00 - **Recommended**

- Funding for the above requests are available from countywide department 1023, line item 7210 telecom equipment and department 1023, line item 6250 cable contract, if otherwise it will be stated in brief.

- Projects are funded by requesting department, if otherwise it will be stated in brief.

- Cell Phone funding is provided by the requesting department and is stated.

- Pagers are funded from department 1023, line item 7214.

02/23/2010