PERSONNEL

Deliberation Regarding the Performance, Duties and Responsibilities for Position No. 7849 .......................................................... N/A

PENDING OR CONTEMPLATED LITIGATION AND ATTORNEY CLIENT INFORMATION: Tex. Gov. Code. §§551.071(1)(A) and (B)

Cedar Springs Investments LLC, et al vs. GTSI Corporation, et al Cause No. 09-16415 ................................................................. 1-21
DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

ADDENDUM

January 5, 2010

REPORTS/RECOMMENDATIONS/REQUESTS

1) COMMISSIONERS COURT ADMINISTRATION

   Fifth Amendment to Urban Land Bank Agreement with City of Dallas.........................2-5
January 5, 2010

TO: Dallas County Commissioners Court

FROM: Shannon S. Brown, Assistant Administrator

SUBJECT: Fifth Amendment to Urban Land Bank Agreement with City of Dallas

BACKGROUND
The City of Dallas established its Urban Land Bank demonstration project in July 2004 with Dallas County’s participation authorized by Court Order 2004-1093 dated June 22, 2004. The program follows requirements set forth in state law that enables local governments to target vacant lots that are five years delinquent to be foreclosed on in tax lawsuits and purchased by the Urban Land Bank. The initial term of the agreement was for two years through 2006 and has been extended annually for 2007, 2008 and 2009. The City of Dallas is now requesting that the agreement regarding the Urban Land Bank be extended through September 30, 2010 and another 300 parcels be identified for acquisition. The purpose of this briefing is to present the fifth amendment for this program.

IMPACT /OPERATIONS
Lots are identified by the City of Dallas each year and then are processed through a title company to determine ownership and the City’s legal counsel to ensure the property meets program guidelines. The goal is to have 300 properties enter the pipeline each year. All cases are filed in the Dallas County Tax Court. Once a judgment is received, the property is sold through a sale conducted by the Sheriff’s Office. The sale price includes the recovery of court costs and sale fees. Since the inception of the program, the City of Dallas has purchased a total of 518 parcels.

FINANCIAL IMPACT
The program is designed to provide full recovery for court costs and Sheriff’s Office fees associated with processing the cases and conducting the sales. The City of Dallas utilizes bond funds and grants to purchase the properties.

LEGAL
The land bank program is authorized under Local Government Code Chapter 379. This amendment extends the program through September 30, 2010. The amendment also revises the definition of “low income household” to reflect recent legislative changes and deletes a section of the contract.

STRATEGIC PLAN IMPACT
This project complies with Strategic Plan Objective 5.3 by coordinating programs and services to improve the quality of life in Dallas County.

RECOMMENDATION
It is recommended that Commissioners Court approve the fifth amendment to the Urban Land Bank Agreement with the City of Dallas through September 30, 2010.
FIFTH AMENDMENT TO
INTERLOCAL COOPERATION CONTRACT FOR
THE URBAN LAND BANK
DEMONSTRATION PROGRAM

This Fifth Amendment to the Interlocal Cooperation Contract for the Urban Land Bank Demonstration Program ("Contract") executed July 30, 2004, as amended from time to time, by and among the City of Dallas, County of Dallas, Dallas County Hospital District, Dallas Independent School District, Dallas County Schools District, and Dallas County Community College District evidences the following:

For $10.00 consideration and the mutual promises herein, the parties hereby agree:

1. The seventh recital on page 1 of the Contract is amended to read as follows:

"WHEREAS, "low income household" means a household with a gross income of not greater than 115 percent of the area median income, adjusted for household size, for the Dallas metropolitan statistical area, as determined annually by the United States Department of Housing and Urban Development; provided, however, the City's land bank must strictly adhere to and comply with the governing regulations applicable to the expenditure of any federally funded sums available to the land bank, including but not limited to CDBG funds. For any expenditure by the land bank of such funds, the definition of "low income household" provided in said regulations shall apply to, govern, and strictly limit the use of such funds; and"

2. Section 2(c) of the Contract is amended to add the following:

"The City may refer up to 300 parcels intended for acquisition by the land bank for filing of a tax lawsuit prior to March 31, 2010. Such referral of 300 parcels shall be of properties for which title work and City Attorney approval of legal descriptions have been obtained."

3. Section 2(i) of the Contract is deleted.

4. Section 4 of the Contract is amended to read as follows:

"The term of this Contract shall commence July 30, 2004 and extend until September 30, 2010. Any party hereto may terminate its participation in this Contract for any reason upon sixty (60) days written notice."

5. All other terms, provisions, conditions, and obligations of the Contract by and among the parties shall remain in full force and effect, and said Contract, as previously amended by the First Amendment to the Contract on December 7,
2005, the Second Amendment to the Contract on January 24, 2007, the Third Amendment to the Contract on November 27, 2007, the Fourth Amendment to the Contract on December 23, 2008, and this Fifth Amendment thereto shall be construed together as a single contractual agreement.

Executed this day of , 20 , by:

**City**, signing by and through its City Manager, duly authorized to execute same by City Council Resolution No. adopted on , 20 ;

**Dallas County**, signing by and through its judge, duly authorized to execute same by Commissioner’s Court Order No. on , 20 ;

**Dallas County Hospital District**, signing by and through its Executive Vice President and Chief Financial Officer, duly authorized to execute same by Dallas County Hospital District Managers’ Resolution No. on , 20 ;

**Dallas Independent School District**, signing by and through its Board President, duly authorized to execute same by Board Resolution No. on , 20 ;

**Dallas County Schools District**, signing by and through its President of the Board of Trustees, duly authorized to execute same by vote of the Board on , 20 ; and

**Dallas Community College District**, signing by and through its Chancellor, duly authorized to execute same by vote of the Board on , 20 .

**CITY OF DALLAS:**
MARY K. SUHM
City Manager

By: Assistant City Manager

**APPROVED AS TO FORM:**
THOMAS P. PERKINS, JR.
City Attorney

By: Assistant City Attorney

**DALLAS COUNTY:**

By: Judge

By: Assistant District Attorney

**DALLAS COUNTY HOSPITAL DISTRICT:**

By: Executive Vice-President and CFO

By: Legal Counsel

Fifth Amendment to Interlocal Cooperation Contract for Urban Land Bank Demonstration Program
DALLAS INDEPENDENT SCHOOL DISTRICT:

By: ____________________________
President of the Board of Trustees

APPROVED AS TO FORM:

By: ____________________________
Legal Counsel

ATTESTED:

By: ____________________________
Secretary of the Board

DALLAS COUNTY SCHOOLS DISTRICT:

By: ____________________________
President of the Board of Trustees

APPROVED AS TO FORM:

By: ____________________________
Legal Counsel

ATTESTED:

By: ____________________________
Secretary of the Board

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT:

By: ____________________________
Chancellor

APPROVED AS TO FORM:

By: ____________________________
Legal Counsel
DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

January 5, 2010

REPORTS/RECOMMENDATIONS/REQUESTS

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

Minister’s Letter of Appreciation

Certificate of Appreciation to Elsa Rodriguez, Dallas County Metrocare Services Board of Trustees

**DATES TO REMEMBER**

January 18, 2010 – Martin Luther King, Jr. Day
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Zachary Thompson, Director

DATE: January 5, 2010

SUBJECT: RATIONALE FOR SAME DAY BRIEFING AND COURT ORDER

Dallas County Department of Health and Human Services is requesting that the amendment to the Department of State Health Services Contract No. 2009-032925-001A, STD/HIV Prevention Training Center Part III, be considered on both the briefing and formal agenda to expedite the purchase of equipment and supplies.
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Zachary Thompson, Director
DATE: January 5, 2010
SUBJECT: AMENDMENT TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES CONTRACT 2009-032925-001A, STD/HIV PREVENTION TRAINING CENTER PART III

(Same Day Briefing and Court Order)

BACKGROUND

An amendment to the Texas Department of State Health Services (DSHS) Contract No. 2009-032925-001A, STD/HIV Prevention Training Center Part III was received from DSHS. This Attachment is being amended to add $6,700 to equipment and supplies to conduct project activities. The term of the contract is April 1, 2009 through March 31, 2010.

OPERATIONAL IMPACT

There is no operational impact to Dallas County for the contract.

FINANCIAL IMPACT

This contract amendment adds $800 to the category of equipment to purchase one (1) Dell Desktop, and $6,700 to the category of supplies to purchase office furniture. The county match remains the same for this contract.

LEGAL IMPACT

The Commissioners Court is required to approve the amendment to the contract.

STRATEGIC PLAN COMPLIANCE

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan Vision 2: Dallas County is a healthy community.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment of the Texas Department of State Health Services Contract No. 2009-032925-001A, STD/HIV Prevention Training Center Part III, and authorizes the County Judge to sign the amendment on behalf of Dallas County.

Recommended by: Zachary Thompson, Director

C:
Darryl Martin, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
DEPARTMENT OF STATE HEALTH SERVICES

Amendment

The Department of State Health Services (DSHS) and DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2009-030925 (Contract) in accordance with this Amendment No. 001A; STD/HIV Prevention Training Center Part III, effective 11/18/2009.

The purpose of this amendment is to add funds for equipment and supplies necessary to conduct project activities.

Therefore, DSHS and Contractor agree as follows:

The program attachment number is changed as follows:

PROGRAM ATTACHMENT NO. 004.001A

Section VIII. Budget is revised to add the following:

This November 2009 amendment adds $6,700 to purchase supplies and equipment, as described in the attached Equipment List.

The categorical budget and equipment list are revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: ____________________________

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: ____________________________

Name: Zachary Thompson

Title: Director

Address: 2377 N. Stemmons Frwy., Ste.600

Dallas, Texas 75207

Phone: 214/819-2101

Email: zthompson@dallascounty.org

BY: ____________________________

(signature of authorized person)

Jim Foster, County Judge
DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: STD/HIV Prevention Training Center Part III
CONTRACTOR: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

CONTRACT NO: 2009-030925

BUDGET PERIOD: 04/01/2009 THRU: 03/31/2010

CHG: 001A

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**JUSTIFICATION:**
This amendment adds $6,700 per a CDC carryforward request for equipment and supplies necessary to conduct project activities.

Financial status reports are due: 07/30/2009, 10/30/2009, 02/01/2010, 05/31/2010
EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: STD/HIV Prevention Training Center Part III
CONTRACTOR: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
CONTRACT TERM: 04/01/2009 THRU: 03/31/2010
BUDGET PERIOD: 04/01/2009 THRU: 03/31/2010
CONTRACT NO: 2009-030925 CHG: 001A

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## NEW EQUIPMENT LIST

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TO: COMMISSIONERS’ COURT
FROM: Zachary Thompson, Director
DATE: January 5, 2010
SUBJECT: AMENDMENT TO THE DALLAS COUNTY HOME LOAN COUNSELING CENTER (DCHLCC) UPCAP ADMINISTRATIVE PLAN

BACKGROUND

The Upfront Cost Assistance Program (UPCAP) was implemented in FY92 under the administration of the Home Loan Counseling Center (HLCC). The program, funded by HOME and County HFC Bond Refunding proceeds, assists first-time low income home buyers with down payment and closing costs assistance in the form of a second lien toward the purchase of a home located within eligible areas in Dallas County. New FY10 HOME funding in the amount of $400,000 is now available for the cities of Balch Springs, Cedar Hill, Cockrell Hill, Coppell, Farmers Branch, Glenn Heights, Hutchins, Lancaster, Rowlett, Sachse, Seagoville, Desoto, and Wilmer.

We are proposing changes to the UPCAP loan guidelines and policies to comply with recent HUD audit recommendations regarding program documentation and to clarify UPCAP policies. The changes are outlined herein (Exhibit A & Exhibit B).

OPERATIONAL IMPACT

Housing and Urban Development (HUD) regulation allows local housing agencies the latitude to make local adaptations to their Administrative Plans, as well as making recommendations to be included in program operations. All changes are in accordance with HUD guidelines. There is no impact to Dallas County as a result of these amended guidelines.

LEGAL IMPACT

There is no legal impact to implement these changes.

STRATEGIC PLAN COMPLIANCE

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 5: Dallas County is the destination of choice for residents and businesses. The County’s UPCAP program increases homeownership opportunities for first time home buyers by providing down payment assistance. Homeownership leads to an increased tax base and a stable work force for cities within Dallas County.

RECOMMENDATION

It is therefore recommended that the Dallas County Commissioners Court does hereby approve the amended UPCAP Administrative Plan, with the changes set forth herein.

Recommended by: Zachary Thompson, Director

C: Darryl Martin, Court Administrator
   Virginia Porter, County Auditor
   Ryan Brown, Budget Officer
   Rick Loessberg, Planning Director

2377 North Stemmons Freeway, Suite 724
Dallas, Texas 75207-2710
POLICIES AND PROCEDURES

OF THE

DALLAS COUNTY UPFRONT COST ASSISTANCE PROGRAM (UPCAP)
AND AMERICAN DREAM DOWNPAYMENT ASSISTANCE INITIATIVE
(ADDI)

INTERNAL DOCUMENT

I. INTRODUCTION:

Dallas County (hereinafter, "County") has identified as one of the major barriers to home ownership among households earning eighty percent (80%) and below the County median income is a lack of available funds for the necessary down payment and closing costs from otherwise qualified borrowers.

In an effort to remove this barrier, the County will administer two (2) programs: (1) the Upfront Cost Assistance Program (UPCAP); and (2) the American Dream Down-Payment Assistance Initiative (ADDI). These two (2) programs will be administered and operated in conjunction with the Dallas County Home Loan Counseling Center (DCHLCC).

II. PURPOSE:

The purposes and objectives of the two (2) programs are to:

- Increase the home ownership population among households earning eighty percent (80%) and below the County median income who could otherwise qualify for a home loan if such persons had all of the necessary capital required for the down payment, closing costs, and fees associated with purchasing a home.

- Enable moderate to low income residents to purchase a decent, safe, and sanitary home within Dallas County.

- Provide moderate to low income families with financial assistance to pay the down payment and closing costs needed to purchase a home within eligible cities and unincorporated areas of Dallas County.

- Promote community stability in Dallas County, as most communities and neighborhoods with a higher homeowner to renter ratio appear to be stronger socially and economically.

III. PROGRAM ASSISTANCE:

After a basic set of criteria are met, and on a case-by-case basis, upfront capital requirements associated with the purchase of a home will be made available per household.

Completed applications will be processed and funds will be reserved/disbursed on a first-come, first-serve basis. When a household commitment expires and the Borrower(s) seeks to re-apply for assistance, such Borrower(s) will be placed at the bottom of any waiting list. UPCAP and ADDI assistance will be provided in the form of a 5-year second lien, interest-free loan against the property for the amount of the assistance provided a household. Each month that
the Borrower(s) continues to occupy the property as his/her/their primary residence, one sixtieth (1/60) of the loan amount will be retired. At the end of the 5-year occupancy-ownership requirement, the second lien loan will be forgiven and the lien released. However, each second lien loan is subject to a 5-year recapture provision, which makes the loan due and payable, in full, upon the sale, lease, lease with option to purchase, transfer of title, or foreclosure of the property before the expiration of the 5-year occupancy-ownership requirement. If property is sold before the 5-year affordability restriction expires, repayment of HOME assistance to recapture is limited to the net proceeds of the resale, if any, after the seller pays the first mortgage and closing costs. The recapture provision is triggered when a sale is voluntary or involuntary. If, however, the Borrower(s) fails during the 5-year affordability period to occupy the property as their primary residence, leases out the property, or passes title to another person in any manner except resale, the UPCAP loan becomes due and payable in full.

IV. ELIGIBLE BORROWER CRITERIA FOR ASSISTANCE:

- The household income requirement is eighty percent (80%) or below the County median as established by the United States Department of Housing and Urban Development (HUD).

- Borrower(s) is/are not required to be a resident of Dallas County to apply. However, priority will be given to Dallas County residents.

- No member of the Borrower(s)'s household shall own any real estate or real property that is or may be used for residential purposes.

- Borrower(s) must be a first-time homebuyer and may not have owned a home within the last three (3) years prior to making an application for assistance.

- Borrower(s) shall have and/or demonstrate a financial need to be eligible for assistance under the programs. If Borrower(s) has/have available or accessible funds to pay for both the down payment and closing expenses to purchase the home, he/she/they is/are ineligible for these programs.

- Borrower(s) must possess a valid Social Security number.

- Borrower(s) shall have adequate credit and possess the ability to obtain a mortgage loan in accordance with a financial institution’s normal underwriting criteria. No lender B or C paper loans are allowed under these programs. Nor are any adjustable rate mortgage (ARM) loans or predatory loans allowed under these programs.

- Borrower(s) requesting and/or receiving assistance under these programs must comply with and/or conform to the laws of the Internal Revenue Service (IRS) governing income tax filings. Borrower(s) must submit two (2) years of current tax returns. Tax transcripts must also be submitted if return is not prepared by an independent tax preparation service. Tax transcripts are also required if return is over six months old.

- Borrower(s) may not have available and/or accessible funds in excess of Two Thousand Five Hundred Dollars and No Cents ($2,500.00), plus one (1) month’s gross income,
after closing. Retirement funds in IRS-recognized retirement accounts are excluded. Disabled Borrowers will be evaluated on a case-by-case basis.

- Borrower(s) must be a U.S. citizen or a permanent resident or possess a current work authorization Visa. Permanent residents and individuals with a work authorization Visa must provide to County a copy of both sides of his/her/unexpired immigration documents from the United States Immigration and Naturalization Service (INS).

- Borrower(s) must successfully complete the DCHLCC’s 8.0 hour Homebuyer Seminar Series prior to closing on his/her/their home loan.

- Borrower(s) must occupy the property as his/her/their only residence.

- Borrower(s) shall not receive any cash back at closing under any circumstances.

- Borrower(s) must pay a minimum of one percent (1%) of the purchase price of his/her/their home or Nine Hundred Eighty Five Dollars and No Cents ($985.00), whichever amount is greatest toward the home purchase from his/her/their own personal funds.

- Borrower(s) must attend one (1) post-purchase counseling session.

V. PROGRAM PROCEDURES:

The UPCAP and ADDI will be administered by and located in the DCHLCC. Completed applications for UPCAP will be received and processed in the DCHLCC on a first-come, first-serve basis. Only original DCHLCC date-stamped applications will be accepted. After UPCAP or ADDI assistance has been approved and prior to closing on a home, Borrower(s) will be required to attend the DCHLCC series of three (3) home buyer education seminars. Thereafter, Borrower(s) may receive periodic post purchase counseling.

The DCHLCC will evaluate applications for the basic eligibility requirements for UPCAP and ADDI assistance. DCHLCC staff will then make an eligibility determination after Borrower(s) has/have attended an individual family pre-purchase counseling session. At the pre-purchase counseling session, detailed information about UPCAP and/or ADDI assistance and pertinent home buyer information will be provided.

Once staff has determined a Borrower’s(s’) eligibility, a Borrower(s) who is/are approved will be issued a sixty(60) day conditional commitment letter for UPCAP or ADDI assistance. Borrower(s) has/have sixty(60) days to find a home and execute a real estate contract. If this is done in the specified time period, the conditional commitment may be extended for an additional thirty(30) days to allow time for a mortgage loan approval by a lender or other financial institution and for closing/settlement. An additional extension may be granted if circumstances warrant.

A Borrower(s) who is/are determined to be ineligible for UPCAP or ADDI assistance will be issued a letter of the staff’s decision which will contain the primary reason(s) for the loan denial.

Borrower(s) will be able to call on the counseling staff for assistance and information as needed throughout the duration of the home purchase process.
When a contract has been executed on a home to be purchased by a Borrower(s) who receives UPCAP or ADDI assistance, Borrower(s) will notify the DCHLCC staff of the lender(s) with whom they have applied for mortgage financing. When mortgage financing has been secured and closing is imminent, the program staff will coordinate the closing with the appropriate title company and will request the appropriate UPCAP or ADDI assistance payment through the Dallas County Auditor. The title company will conduct loan closing/settlement functions. Lenders fees and charges may not exceed $2,000 of the UPCAP loan amount.

Client files will document that HOME assisted acquisitions do not exceed the Section 203(b) FHA maximum allowable mortgage limit and the maximum allowable per-unit subsidy limit per unit under Section 221(d)(3) for the Dallas County area.

VI. GRIEVANCE PROCEDURES:

An Applicant(s) determined to be ineligible for a loan will be issued a letter of the staff’s decision which will contain the reason(s) for the loan denial. An Applicant(s) may make a written appeal to the DCHLCC within thirty (30) days of receipt of the loan denial. A hearing will be set for the Applicant(s) to set forth his/her/their appeal. The hearing panel will consist of the DCHLCC Housing Officer, the DCHLCC Counselor making the denial, and the Community Development Block Grant (CDBG) Administrator. The Applicant(s) will be notified in writing within fifteen (15) days of the decision of the hearing panel. An Applicant(s) who is/are dissatisfied with the panel’s determination after his/her/their appeal may submit a written request for review of that determination to the HUD Field Office.

VII. WAITING LIST:

All applications will be processed on a first-come, first-serve basis. Once the allocated program funds are committed, Applicant(s) will be placed on a waiting list in the order of the date and time received in the DCHLCC. Once funds become available, applications will be processed in the order they were received. If there are no funds available at the time of an application, Applicants will be notified in writing of the process to be followed.

VIII. DWELLINGS:

Dwellings must be as follows:

- Single family detached.
- Single family attached (townhouses, condominiums, and Planned Unit Developments).
- Only lender approved insurable properties are eligible for purchase.
- New construction properties are eligible for purchase provided that the foundation of the property is completed prior to a real estate contract being entered into to purchase the property. However, custom-built, new construction properties are ineligible for purchase.
- The purchase price of the property must not exceed a maximum of Nintey-Eight Thousand Five Hundred Dollars and No Cents ($98,500.00).
• Properties to be purchased must be vacant or owner-occupied. Contracts on properties that are tenant-occupied or occupied by tenants sixty (60) days prior to an executed real estate sales contract will not be accepted.

• The property to be purchased shall be the sole residence of the Borrower(s) and located in an unincorporated area of Dallas County or an otherwise eligible city in Dallas County.

• The Seller of the property to be purchased must be eligible to participate in federal programs for homebuyer assistance.

• Investment income property purchases are ineligible for assistance.

• No property constructed prior to January 1, 1978 is eligible.

• HUD foreclosures are not eligible.

• Properties must appraise at one hundred percent (100%) of the purchase price.

• The purchase price of the property shall conform to Federal Housing Authority (FHA), Veterans Administration (VA), or other conventional appraisal standards, whichever is applicable, prior to closing. The maximum purchase price shall not exceed Ninety-Eight Thousand Five Hundred Dollars and No Cents ($98,500.00).

• Properties must meet the municipal and federal standards established in any applicable housing, environmental, building, zoning, plumbing, electrical codes or regulations at the time of closing/settlement on the property. Properties must pass the City of Dallas Housing Department Minimum Housing Standards (MHS) Dallas County Affordable Homeownership Property Standards Programs standards prior to closing.

IX. LEAD-BASED PAINT HAZARD REDUCTION:

Properties constructed before January 1, 1978 must meet the new HUD lead-based paint regulations. To meet this requirement, a MHS inspector will complete a visual assessment for deteriorated paint on all houses built before 1978. All surfaces with deteriorated paint must be stabilized in accordance with federal lead-based paint requirements. Exceptions to these rules are properties purchased by people with disabilities and elderly persons who have no children 6 years of age or younger residing in the property to be purchased.

Definitions:

"Deteriorated paint" is defined as paint that is:

• Cracking;
• Sealing;
• Peeling;
• Chipping; or
• Loose

"De Minimus" is defined as areas of deteriorated paint less than:
• 20 square feet on exterior surfaces;
• 2 square feet in any one (1) interior room or space; or
• ten percent (10%) of the total surface area on an interior or exterior type of component with a small surface area like windowsills, baseboards, and trim.

Lead Paint Inspection Process:

At the time of the initial inspection, the MHS inspector will assess all painted surfaces on all structures (house, detached garage, shed, fence, etc.) to determine if there are any areas of deteriorated paint and to what extent the required MHS repairs will disturb any painted surfaces. If the areas of deteriorated paint and areas that will be disturbed by the required MHS repairs do not exceed the de minimus standard, as defined by HUD, the repairs can be completed within the normal process. MHS required repairs must include stabilization and repair of all surfaces with deteriorated paint.

If the areas of deteriorated paint and paint that will be disturbed by the required MHS repairs exceed the de minimus standard, the seller, at seller’s expense, shall pay for the cost of all lead repairs, risk assessments, and clearance testing. The seller shall hire a HUD-approved and licensed lead paint inspector to conduct lead testing and risk assessment on the entire unit. If the tests conclude that the paint is not lead-based, as defined by HUD, the repairs can be completed under the normal approved process. If the tests conclude that the paint is lead-based and hazardous, the seller must complete all MHS repairs and address all hazardous conditions noted in the risk assessment using safe work practices. Upon completion of the work, the seller must hire a certified technician to complete a clearance test for the entire unit. Once the unit has been cleared, the MHS inspector will complete the final MHS inspection. It is the seller’s responsibility to provide all required notifications to the occupant(s), buyer(s), etc.

X. PROGRAM DEFINITIONS:

Eligible Assistance:

Borrower(s) earning eighty percent (80%) or less of the HUD area median income by family size may be eligible to obtain a second-lien assistance loan of up to Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to help defray the cost of the home purchase. Assistance can be used for the down payment, closing costs, pre-paids, and buy-down of loan amount.

The second-lien assistance funds will be paid at the real estate closing. No out-of-pocket expenses paid by the Borrower(s) will be reimbursed to the Borrower(s).

First-Time Home Buyer:

A first-time home buyer is a Borrower(s) who has/have no ownership interests in any residence at any time during the three (3) year period ending on the date of his/her/their application for assistance. First priority will be given to Borrower(s) applying to the Program who have never owned a home. However, a Borrower(s) who has/have divorced during the three (3) year period pursuant to a formal settlement under which the Borrower(s) does/do not receive an ownership interest in any residence that has been jointly owned, and who has/have no other current ownership in residential property, is eligible. Ownership of a mobile home is considered real property and the Borrower(s) is/are therefore considered to be a home owner for purposes of
these programs. Exceptions include a single parent or displaced homemaker, or a family or individual whose residence is not in compliance with local building codes and cannot be brought into compliance for less than the cost of building a permanent structure.

**Borrower(s)/Household(s)/Family(ies):**
A single person or two or more adult persons related by marriage or birth, or unrelated co-borrowers.

**Household/Family Size:**
All persons who will be residing with the Borrower(s) on a permanent basis will be included or considered as a part of the household/family size for purposes of these programs. Unborn children will not be included or considered as a part of the household/family size for purposes of these programs. Foster children, foster adults, live-in aides, and children of live-in aides are not considered as family members for the purpose of determining household size and income eligibility. Their income shall not be included when calculating annual income. A child who is subject to a shared custody arrangement in which the child resides with the household at least 50 percent of the time can be counted in the household.

**Dependent(s):**
Borrower(s) must provide supporting documentation for minors residing in the household whom he/she/they claim as dependent(s), or who are under his/her/their guardianship or otherwise under his/her/their custody. Supporting documentation may include legal documents such as birth certificates, Social Security card, custodial agreement, etc. Adults 18 years of age or older will be included or considered as dependents upon sufficient supporting documentation.

**Household Income Calculation:**
Income will be determined using the IRS Form 1040 Adjusted Gross Income definition methodology under HOME rules. All adults residing in the household must submit a current and previous year(s) tax return if employed. The IRS Form 4506 “Request for Copy of Tax Return” must be completed and signed by borrower(s). The tax return must not be more than six (6) months old. A copy of an IRS transcript must also be submitted. Household income will be calculated and verified by written documentation from employer, Social Security or SSI eligibility letters, and any other third-party source of income listed by the borrower(s).
On a case by case basis, certain waivers may be granted if borrower(s) cannot produce a tax return, including signing a statement of acknowledgement of the statement of facts and consequences for falsifying compliance. Special circumstances could include incarceration or extended hospitalization for examples. In all cases, however, staff will seek IRS documentation and confirmation of non-filing.
A “snapshot” of the household’s current income is used to project future income. Income shall consist of:
1. Income is calculated from all wages, salaries, tips, etc.
2. Taxable interest.
3. Dividend income.
4. Taxable refunds, credits or offsets of state and local income taxes.
5. Alimony received.
7. Capital gain (or loss).
8. Other gains (or loss).
9. Taxable amount of individual retirement account (IRA) distributions.
10. Taxable amount of pensions and annuity payments.
11. Rental real estate, royalties, partnerships, S corporations, trust, etc.
12. Farm income (or loss).
15. Other income (includes prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit).

Exclusions:

1. Child support
2. Money or property that was inherited, willed or given as a gift
3. Life insurance proceeds received as a result of someone’s death.

Once the gross income figure is obtained, applicable deductions must be subtracted to arrive at the household’s adjusted gross income. The deductions are:

1. IRA deductions.
2. Medical savings account deductions.
3. Moving expenses.
4. One-half of self-employment taxes.
5. Self-employed health insurance deductions.
6. KEOGH and self-employed SEP and SIMPLE plans.
7. Penalties on early withdrawal of savings.
8. Paid alimony.

To determine if a household may take any of these deductions and in what amount, the IRS Form 1040 instructions will be followed. All claims must be supported by documentation.

Calculating Additional Income

If Hourly:
1. Take the Year to Date (YTD)* total gross income from employers verification and divide by the number of weeks worked – this will equal average weekly income.
2. Multiply the average weekly income by 50 52 weeks – this will equal YTD Projected Income.
3. Take hourly pay and multiply by 80 hours – this will equal ** Vacation Income.
4. Total YTD Projected Income and Vacation Income – this will equal Total Anticipated Income.

If Monthly:
1. YTD total gross income divided by the number of months worked x 12 months to get projected annual gross income.

If Weekly or bi-weekly or twice monthly:
1. Take YTD total gross income divided by the number of pay periods x 12 to get projected annual gross income.

* Year to Date (YTD) includes all wages, bonus, tips, special pay, etc.
** Vacation Income — assume 2 weeks vacation.

**Self-Employment Income:**

Borrower(s) must provide the last three (3) (2) years IRS tax returns. These must be copies of original returns submitted to the IRS with all accompanying documents. Also must submit three (3) Profit & Loss Statements and a current Year-To-Date P&L. All must be certified by an accountant on accountant’s letterhead and notarized. Income will be calculated for the next twelve (12) months based on the YTD taxable income. Tax transcripts are required on all three two (2) years of returns.

**XI. RELOCATION:**

- The prospective Borrower(s) does/do not have the power of eminent domain, and will not purchase the property if negotiations fail to result in an amicable agreement.

- The prospective purchase of a property under these programs is a transaction between the person(s) receiving the home buyer assistance (i.e., Borrower(s)), and the seller of the real property to be purchased. Therefore, any such transaction is not subject to a governmental agency’s power of eminent domain, and a governmental agency will not be a party to the transaction, except as the provider of assistance to the prospective home buyer and administrator of these programs.

- The owner/seller of real property to a prospective home buyer receiving down payment assistance under these programs is ineligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

- The seller’s fair market value of a property to be purchased will be determined by the tax evaluation of the Dallas County Central Appraisal District (DCCAD).

12/17/09
THE HOME LOAN COUNSELING CENTER PROPOSES THE FOLLOWING CHANGES TO THE UPCAP ADMINISTRATIVE PLAN:

III. PROGRAM ASSISTANCE

PAGE 1 & 2, revises repayment of UPCAP assistance per HUD HOME new guidelines.

IV. ELIGIBLE BORROWER CRITERIA FOR ASSISTANCE:

PAGE 2, deletion of tax transcripts requirement for tax returns over 6 months old.

PAGE 3, addition of requirement that new home owners must attend a post-purchase counseling session.

V. PROGRAM PROCEDURES

PAGE 3, addition of extra time extension to allow for mortgage closing.

PAGE 4, addition of HUD required documentation for property purchase.

VIII. DWELLINGS

PAGE 5, addition of new condition disallowing purchase of homes built prior to January 1, 1978.
Addition of disallowing HUD foreclosures for purchase.
Change inspection/repair guidelines from City of Dallas MHS to Dallas County Affordable Homeownership Property Standards.

IX. LEAD-BASED PAINT HAZARD REDUCTIONS

PAGE 5 & 6, Deleted.

X. PROGRAM DEFINITIONS

PAGE 8, change/clarification made to income calculations.
Changed self-employed income tax returns required from three (3) to two (2) years.

Addition of new Dallas County Affordable Homeownership Programs Minimum Property Standards. (Exhibit B)

12/17/09

2377 North Stemmons Freeway, Suite 724
Office 214-819-6060
1. **Condition of Foundation** - The foundation must be performing its intended function. The foundation must be capable of supporting the building and keeping ground water out of the crawlspace or basement under normal rainfall conditions.

- All crawlspace must be accessible – inspectors must enter all accessible crawlspace.
- Crawlspace access must be provided when none present.
- If the foundation is not functioning as intended, it must be assessed by a licensed structural engineer and all repairs must be completed as required by the engineer. Completion of repairs must be documented by a final report by the engineer.
- Minor components may be repaired without an engineering assessment (i.e. deteriorated sill plates, missing shims or damaged sub-floor).
- The soil around the house must be graded to ensure proper drainage of excess storm water away from the structure to ensure that conditions do not negatively affect performance of the foundation.
- The crawlspace must be equipped with cross ventilation of not less than \( \frac{1}{2} \) square foot for each 25 linear foot of wall in each basement, cellar or crawlspace.
- Foundation ventilation screens must be in good repair and capable of preventing rodent infestation.
- Every foundation, exterior wall, roof, soffit, fascia and all component parts shall be weather-tight, rodent-proof and insect-proof.

2. **Condition of Roof and Gutters** - The roof, gutters and downspouts must be in good repair and capable of performing their intended functions.

- All safely accessible roofs must be assessed from roof level.
- All active roof leakage or imminent leakage must be repaired.
- Missing or damaged shingles or roof components (turbines, vents, flashing, etc.) must be repaired.
- Hail damaged roofs that cannot be repaired or roofs at the end of their useful life must be replaced.
- The roof structure must be sound and capable of supporting the roof.
- All rainwater shall be so drained and conveyed from every roof so as not to cause dampness and/or damage to walls, ceilings or floors of any habitable rooms, bathroom, laundry room or any other type of room therein. If present, all rainwater draining devices such as gutters and downspouts shall be kept in a state of good repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.
- Absence of gutters is not cause to fail the item unless their absence results in significant erosion that may negatively affect the performance of the foundation.
Roof repairs will conform to the IRC adopted by the State of Texas

3. **Condition of Exterior Surfaces** – Exterior walls and surfaces must be sound, weather-tight and in good repair.

- All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coatings, i.e., stain, in accordance with acceptable standards. The exception to painting shall be all types of exterior materials acceptable to weathering without deterioration, i.e., siding.
- All exterior surfaces must be sound with no significant deterioration.
- All openings, cracks or separations in exterior walls and surfaces subject to water penetration must be sealed.
- All exterior surfaces that are subject to decay must be covered with a sound coat of paint.

4. **Condition of Chimney** – The chimney must be sound and free from hazardous conditions.

- The firebox and chimney must be clean with no excessive buildup of creosote.
- The fireplace must be equipped with a functional damper.
- Damaged or unsafe fireplaces must be repaired (i.e. lintels, openings in fireboxes, damaged spark arrestor screens, etc.).
- Chimneys must be equipped with metal caps when crowns are deteriorated or there is evidence of water penetration into the chimney structure.
- Chimney cleaning and significant repairs must be completed by an experienced chimney sweep.

5. **Condition of Stairs, Rails, Porches and Walkways** – The exterior stairs, rails, porches and walkways must be sound and free from hazards, and properly secured.

- All existing rails and stairs must be in good condition and relatively safe. Damaged stairway and rail components must be repaired (i.e. treads, risers, loose rails, balusters etc.).
- Stairs with 4 or more consecutive steps must have a handrail.
- Stairs, porches and balconies greater than 30 inches high must be equipped with guardrails.
- Unique locations that pose a danger of tripping or falling must be equipped with handrails.
- All new installations of handrails must be installed to meet current city specific building codes.
- Stairs, porches and walkways must be free of conditions that would reasonably pose a tripping hazard. For example, walkways with changes in elevation at a crack or joint may be considered unsafe if the change in elevation is greater than one inch in height. Separations or cracks in concrete walkways may be considered unsafe if separations are one inch or greater in width. Spalling or rough concrete is not considered inherently unsafe unless surface is pitted or damaged greater than one inch in depth. Inspectors must use good judgment when identifying hazardous walkway conditions.
- Perimeter and entry sidewalks must be free of trip and patch hazards.
6. **Security** – All windows and doors that are accessible from the outside must be lockable to reduce the risk of burglary or other unlawful entry into the dwelling.

- Accessible doors and windows are those that have sills less than 6 feet off the ground.
- All accessible doors and jambs must be sound and equipped with locks capable of securing the doors.
- At least one exterior door must be equipped with a thumb turn or “no knowledge” lockset.
- All accessible windows must be equipped with locks that are capable of securing the window.
- All burglar bar installations must meet city specific building codes including “no knowledge” locksets at bedroom windows and exterior doors. When two or more means of egress are required, not more than one-half of the exits or exit access doorways shall be equipped with horizontal sliding or vertical security grills.

7. **Smoke Alarms** – There should be a working smoke alarm in each bedroom, each hall adjacent to the bedrooms, and at each floor of the property.

- Smoke detectors must be installed in appropriate locations (i.e. on the ceiling above doors or on walls within 12 inches of the ceiling).
- All smoke detectors must be UL approved smoke detectors or battery operated smoke detectors, properly installed in all bedrooms and in areas adjacent to bedrooms.

8. **Wall Condition (including doors)** – Walls must be sound and in good repair.

- All walls must be structurally sound.
- All exterior surfaces must be sound with no significant deterioration.
- All openings, cracks or separations in exterior walls and surfaces must be sealed to prevent water penetration.
- All exterior surfaces that are subject to decay must be covered with a sound coat of paint.

**Exterior Walls**

- All exterior surfaces that are subject to decay must be covered by a sound coat of paint.
- Every exterior door must have adequate weather stripping.
- Property must have at least one 36” exterior door.
- All exterior doors to the outside or to a common public hall shall be solid core and be equipped with adequate security locks.

**Interior Walls**

- Walls must be free of openings that allow air infiltration from the exterior, attic or crawlspace.
- Walls must be free of holes with the exception of small holes such as nail or hanger holes.
- Interior wall finish must be in reasonably good condition.
- Walls must be cleanable and not excessively soiled.
Doors
- All doors must be in good condition and functioning properly.
- Toilet rooms must be equipped with doors capable of latching.
- All exterior doors in structures without air conditioning must be equipped with screens.

9. **Floor Condition** – Floors must be structurally sound and in good repair.

- Floors must be reasonably level and structurally sound.
- Finish flooring must be in reasonably good repair with no significant damage.
- Carpet should not be excessively soiled, loose or have strong odors.
- Floors must be free of trip hazards – floors with appropriately installed transitions between flooring materials is not considered a trip hazard.
- Floors must be level within accepted industry standards.
- Raw concrete floors are not acceptable – all uncovered concrete floors must be finished.
- The floor or sub-floor of each bathroom, shower room or toilet room must be constructed of a moisture resistant material or be covered with a moisture resistant finish or flooring material to prevent deterioration.

10. **Ceiling Condition (including insulation)** – Ceilings must be sound and in good repair.

- Ceilings must be free of openings that allow air infiltration from the exterior, attic or crawlspace.
- All attic areas above living space must be insulated with at least an R-30 rating of insulation.
- Knob and tube wiring must be removed and the structure rewired to meet city specific electrical codes prior to installation of insulation.

11. **Window Condition** – Windows must be in good repair.

- Windows must be weather-tight and free of broken panes.
- There must be at least one unobstructed operable window per bedroom for emergency egress purposes.
- All windows in structures without air conditioning must be operational and be equipped with screens.
- Thermal pane windows with damaged seals must be replaced if fogging is excessive and obscures view through the window.
- Windows in hazardous conditions must be equipped with tempered glass or an approved protection device per city specific building codes.

12. **Paint Condition** – All interior and exterior painted surfaces must be covered by a sound coat of paint.

- All exterior surfaces subject to decay must be covered by a sound coat of waterproof lead free coat of exterior paint.
- Interior wall finishes must be in reasonably good condition.
- Interior walls must be cleanable and not excessively soiled.
13. Electrical Outlets and Service Required –

- Temporary wiring or extension cords shall not be used as permanent wiring.
- Every habitable room shall have at least 1 ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type electric convenience outlet controlled by a remote switch.
- Every bathroom, laundry room, furnace room and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch, and at least one wall type grounded electric convenience outlet. Wall type convenience outlets used in bathrooms and kitchens shall be the GFCI type.
- Every kitchen shall be wired to meet the requirements of the N.E.C., based on the size and layout of each individual kitchen. GFCI’s should also encompass the countertop.
- All heavy duty appliances (i.e., window air conditioners, freezers, refrigerators, electric stoves, washers, electric dryers, microwaves, etc.) shall be supplied with their own proper outlet(s) on separate circuits, as applicable.
- Receptacle convenience outlets installed on the exterior of the structure or on open porches, breezeways, garages, utility rooms, etc., shall be of the GFCI type.
- A wall switch shall control all wall and/or ceiling type light fixtures, except that porcelain type fixtures such as those used in attics may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.
- All electric lighting fixtures installed on the exterior shall be of the type approved for exterior use.
- All broken and/or missing switch plates and/or receptacle plates shall be replaced.
- All outlets and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the city specific electrical code and/or the N.E.C., as applicable.
- If a unit does not have a central air-conditioning system and central air will not be installed, at a minimum, a properly grounded outlet shall be installed under one window in each habitable room to allow the occupant(s) to install window air conditioning units.
- All electrical panel boxes shall be properly labeled.
- The minimum electrical service for each dwelling and/or dwelling unit shall be 150 amps, (in one bedroom units, 100 amps is acceptable) or as adjusted and approved, in writing by the city specific electrical code. 100 amp service is acceptable if home has all gas appliances.
- Antiquated or unsafe wiring and fixtures must be replaced (i.e. exposed wiring less than seven feet high, ungrounded three pronged outlets, reversed polarity outlets, open splices, open junction boxes, improperly installed junction boxes, missing knock out covers, incorrectly sized breakers or wires, knob and tube wiring, service cables without appropriate clearances.

14. Adequacy and Safety of Heating Equipment – The structure must be equipped with a heating system that operates safely and correctly and is capable of heating living areas either directly or indirectly to 70 degrees Fahrenheit at a distance of 3 feet above the floor when the outside temperature is at or below 0 degrees F from November 16 through March 15. Every supplied central heating system shall comply with all of the following requirements.
• The central heating unit shall be safe and in good working condition.
• Every accessible heat duct shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
• Every accessible seal between any of the sections of a hot air furnace shall be air-tight so noxious gasses and fumes will not escape into the heat ducts (for new construction, unit shall have central heat and air).
• All fuel burning heat systems shall be inspected to determine if the unit is safe, free from carbon-monoxide leakage and capable of supplying heat as required above.
• All systems must have the proper sized of return air openings.
• All gas fueled heating systems must be vented to the exterior of the house.
• Obsolete and/or unsafe wall, floor or freestanding heaters must be removed or permanently disconnected.
• Energy supply lines and valves must be installed correctly and constructed of appropriate materials – no copper gas lines.
• Every central heating unit, water heater, and cooking appliance shall be located and installed in such a manner so as to afford protection against involvement of egress facilities or egress routes in the event of uncontrolled fires in the structure(s).
• No fuel burning furnace shall be located in any sleeping room or bathroom unless provided with adequate ducting for air supply from the exterior, and, the combustion chamber for such heating unit shall be sealed from the room in an airtight manner. Gas water heaters are prohibited in bathrooms, and bedroom closets.
• Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate temperature and pressure limit controls.
• Every gaseous or liquid fuel-burning heating unit and water heater shall be equipped with electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the event of failure of the ignition device. All such heating units with plenum shall have a limit control to prevent overheating.

15. Ventilation and Adequacy of Cooling – Property must have adequate ventilation and cooling by means of operable windows or a working cooling system.

• The property must be equipped with a properly functioning HVAC system or window unit capable of maintaining an inside temperature that is 15 degrees lower than the outside temperature or 85 degrees Fahrenheit, whichever is warmer, in all living areas.
• OR All windows and exterior doors must function correctly and be equipped with screens that are in good repair and capable of keeping out insects.
• If HVAC systems or system components are to be installed at time of closing to prevent theft or vandalism, installation must be documented in the real estate contract.

16. Kitchen – Every dwelling unit shall have a kitchen equipped with the following:

• Kitchen Sink: It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order.
• If a stove is present: It shall be properly connected to the source of power (gas or electric), maintained in working order, and capable of supplying the service for which it is intended. Stove should have an anti-tip device.
• Light and Ventilation Requirements for Kitchens: Every kitchen and other similar
rooms (i.e. laundry room) shall have a window area of not less than 4 square feet unless there is a working ventilation system.

- A kitchen may pass without a window area, provided, there is a mechanical means of ventilation which is maintained in working order per city specific building codes.
- Every kitchen floor surface shall be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

17. Bathrooms –

- There must be a working, permanently installed lavatory with hot and cold running water.
- There must be one bathroom with a working tub or shower with hot and cold running water.
- Tub, shower, commode and lavatory shall be properly connected to both hot and cold running water lines, under pressure, and shall be maintained in working order.
- Tub and shower surrounds must be in good repair, water resistant and capable of preventing water penetration into the structure.
- Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance.
- There must be a working toilet at the property for exclusive private use of the occupant.
- All toilets must be in good repair and function correctly without stoppage or leakage.
- Every bathroom floor surface shall be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

18. Sewer Connection – The waste water system must be connected to the city specific sewer system or a septic system and must meet that city’s building codes.

- All septic systems must be inspected/assessed by a qualified professional (certified septic inspector) to document correct installation and operation of system with repairs completed as recommended by certified septic inspector.
- All sewer systems must have drain caps.

19. Water Heater – The water heater must function correctly and be located, equipped, and installed in a safe manner according to city specific building codes.

- Water heaters must be equipped with proper venting, drain lines, supply lines and TPR equipment.
- Energy supply lines and control valves must be installed correctly using appropriate materials.
- Hot water storage associated with water heating facilities shall not be less than 30 gallons.
- No water heaters shall be allowed in bathrooms or bedroom closets.
- All water heaters installed in the attic must be properly vented and sealed and shall be equipped with a pressure relief valve and drip pan with a drain to exterior.
- The County’s Department and/or the applicable local building inspection department may adjust the above required capacities upwards or downwards based on the type
and recovery time of the water heater being installed,

- Proper ventilation and duct work is required to provide air flow and remove gasses from areas of water heaters.

20. Approvable Water Supply – The water supply system must be connected to the city specific potable water system.

- Potable water must be free of excessive odor and particulates.
- Every sink, lavatory basin and bathtub/shower shall be maintained in working condition and be properly connected to an approved water and sewer system.

21. Plumbing Condition – The plumbing system must function correctly and be free of leaks and visible corrosion that may indicate imminent leakage or failure of a component.

- Unobstructed vents must be provided to facilitate proper drainage of all plumbing facilities including but not limited to sinks, toilets, washing machines etc.
- Dishwasher, if present, should be properly connected to garbage disposal or sink drain if no disposal present.
- Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code and shall be in safe, sanitary working condition, free from leaks, defects and obstructions.

22. Access and Exits to Property – The structure must have required exits.

- All exits and entrance to property shall be unobstructed and in a state of good repair.
- Each unit must have at least one exterior door equipped with a thumb turn or “no knowledge” lockset.
- Each room used for sleeping must have at least one window that operates correctly to function as a fire exit.
- All burglar bars must meet city specific building codes including “no knowledge” locksets at bedroom windows and exterior doors.
- Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured with an adequate amount of putty/glazing. Said putty/glazing shall not be cracked, broken or missing.
- Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.
- Every exterior and interior door, when closed, shall fit well within its frame. Exterior doors must have weather-stripping.
- Every exterior and interior door, door hinge and door latch and/or lock shall be maintained in good working condition.

23. Evidence of Infestation – The structure must be free of infestation by rodents, vermin or other pests.

- Infestations must be treated by a licensed pest control company.

24. Garbage and Debris – The property must be free from accumulation of garbage or debris inside or outside.
25. **Interior Stairs and Common Halls** – Interior stairs and common halls must be free from safety hazards to the occupant.

26. **Other Interior Hazards** – The interior of the unit must be free from hazardous conditions, even conditions not specifically specified in the County standards.

- Stoves that remain in the property must operate safely and correctly including installation of an anti-tip device.
- Dishwashers present have to operate, drain properly and must be free of leakage, clean and reasonably sanitary.

27. **Fences** – Present fences shall be in a state of good repair or shall be removed.

28. **Screens Required** – Every window opening to outdoor space, which is used or intended to be used for ventilation, shall be supplied with screens covering all the window areas required for ventilation. The material used for all such screens shall be free of holes and shall be properly installed, maintained and repaired to prevent the entrance of flies, mosquitoes or other insects.

29. **Site and Neighborhood Conditions** – The site and immediate neighborhood must be free from conditions which would seriously and continuously endanger the health or safety of the occupants.

- The site must be free of items that may be reasonably considered hazardous. For example: holes, poles, stumps, dead trees, open valve boxes, unsafe protrusions, unsteady exterior components.
- Swimming pools must be completely fenced with a 4 foot or higher fence and all gates and doors entering the pool area must have self closing and latching mechanisms.
- The main drain of any swimming pools must be visible.
- State required and regulated Vortex covers must be present on all drains.
BACKGROUND

The Department of State Health Services (DSHS) Document #2010-034523-001 (Hansen’s Disease), provides specialized public health nursing services to Hansen’s Disease (HD) patients, assist local physicians in providing quality outpatient services, provide and coordinate outreach services, patient follow-up, case-finding, perform eye, hand, foot, and contact screens. Coordinate the HD nursing care program within the assigned areas and other existing health care and social agencies program that do or can provide assistance with patient following-up and coordinate patient education. This attachment is effective January 1, 2010 and will expire on December 31, 2010.

OPERATIONAL IMPACT

This contract continues to partially fund one (1) full-time Public Health Nurse II.

LEGAL IMPACT

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

FISCAL IMPACT

This contract provides $49,579 for salaries and fringe benefits, $880 for travel, $2,514 for supplies, $8,675 for contractual which includes lab testing with LabCorp, physician services with the University of Texas Southwestern, and interpretation services, $100 for other, and $9,829 for indirect. A discretionary County match in the amount of $28,252 is needed to supplement the salaries and fringe benefits.

STRATEGIC PLAN COMPLIANCE

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a health community.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approves the Department of State Health Services Document #2010-034523-001, Hansen’s Disease, and authorizes the County Judge to sign the contract on behalf of Dallas County.

Recommended by: Zachary Thompson, Director

cc: Darryl Martin, Court Administrator
    Virginia Porter, County Auditor
    Ryan Brown, Budget Officer

2377 N. Stemmons Freeway
Suite 644 - LB 12
Dallas, Texas 75207-2710

Office (214) 819-2100
FAX (214) 819-2107
This contract, number 2010-034523 (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 HEALTH AND HUMAN SERVICES DEPARTMENT (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 $71,577.00, 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 01/01/2010 and ends on 12/31/2010. 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:

      2010-034523-001 Hansens Health & Human Services Department

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and (NA)
   e. Contractor’s response(s) to the Solicitation Document(s). (NA)
   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: 17560009056005

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  
By: ____________________________  
Signature of Authorized Official  
______________________________  
Date  
Bob Burnette, C.P.M., CTPM  
Director, Client Services Contracting Unit  
1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756  
(512) 458-7470  
Bob.Burnette@dshs.state.tx.us

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
By: ____________________________  
Signature  
______________________________  
Date  
Zachary Thompson, Director  
Printed Name and Title  
2377 N. Stemmons Freeway, ste. 600  
Address  
Dallas, Texas 75207  
City, State, Zip  
214/819-2101  
Telephone Number  
zthompson@dallascounty.org  
E-mail Address for Official Correspondence  
BY: ____________________________  
(signature of person authorized to sign)  
Jim Foster, County Judge
CONTRACT NO. 2010-034523  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO. 0000358272  

CONTRACTOR: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  

SERVICE: Hansens Disease Program Services  

TERM: 01/01/2010 THRU: 12/31/2010  

SECTION I. STATEMENT OF WORK:  

Contractor shall coordinate Hansen's disease (HD) services and case-manage clients who are suspected to have, or are diagnosed with, Hansen's disease. Clients are defined as persons with known or suspected Hansen's disease and their household contacts who live in the following counties:  

Contractor shall perform the following activities in accordance with DSHS Hansen's Disease Program requirements and the current A Manual for the Care of Hansen's Disease in the United States, National Hansen's Disease Program, Rev. 3/2009 (document provided to Contractor by the effective date of this contract).  

1. Early Identification of Persons with HD  
   a. Accept reports and referral of persons who are suspected to have, or are diagnosed with, HD from any source, including (but not limited to) private and public physicians, laboratories, hospitals, and health care clinics;  
   b. Collect client's medical history and health insurance information and arrange complete HD services for all patients through the HD service site or, if the patient prefers, with a private physician; and  
   c. Screen household contacts of newly-identified HD cases.  

2. Client Assessment and Treatment  
   a. Obtain a thorough client and family medical history;  
   b. Obtain client and family history of HD;  
   c. Assess client/family knowledge of HD;  
   d. Assess client and family reaction to the diagnosis;  
   e. Assess symptoms of the disease or disease process;  
   f. Ensure assessment of HD-related reaction (actual or potential) is documented on the encounter form provided by the DSHS Hansen's Disease Program;  
   g. Assess symptoms of medication toxicity each visit;  
   h. Conduct nerve assessment;  
   i. Conduct sensory testing;  
   j. Collect skin smears and biopsies for examination and ship to the National Hansen's Disease Program in Baton Rouge, Louisiana within 48 hours of collection. All specimen must be packaged and mailed using standard procedures outlined in A Manual for the
Care of Hansen's Disease in the United States, National Hansen's Disease Program, Rev. 3/2009:

k. Evaluate and diagnose HD, and classify disease according to A Manual for the Care of Hansen’s Disease in the United States, National Hansen’s Disease Program, Rev. 3/2009; and

l. Prescribe and provide state-purchased medications, as called for under A Manual for the Care of Hansen’s Disease in the United States, National Hansen’s Disease Program, Rev. 3/2009 for the treatment of HD and conditions associated with the disease. Contractor must ensure that clients receive appropriate medication, regardless of the client’s ability to pay.

3. Case Management

a. Fulfill all reporting requirements established by DSHS’ Hansen’s Disease Program, including complete and accurate submission of Forms C-12 and HD-400 within fourteen (14) days of notification of disease or suspicion of disease to the DSHS Hansen’s Program. All reporting forms can be accessed at: http://www.dshs.state.tx.us/icd/disease/hansens/forms;

b. Document all activities performed in the client assessment, case management and coordination of HD services on the HD 400 form (or other form as directed by DSHS) and submit within 14 days to the HD Program at DSHS Central Office;

c. Conduct surveillance and examinations of household contacts and document activities;

d. Conduct HD monitoring visits in the clinic (or home, as needed) to assess therapeutic response and environmental barriers to care;

e. Perform toxicity checks before initiation of chemotherapy, and quarterly for clients receiving multi-drug therapy that includes Rifampin. Assess for contraindications to each medication and adjust treatment regimen as medically indicated;

f. Conduct hand and foot screens at the minimum intervals specified in the current A Manual for the Care of Hansen’s Disease in the United States, National Hansen’s Disease Program, Rev. 3/2009 and when symptoms of nerve or sensory damage are detected;

g. Make referrals for hand and foot rehabilitation as medically appropriate;

h. Make referrals for medical, social, and/or psychological assistance needed by client;

i. Make appropriate referrals for medical care for conditions other than HD that may be identified in the client assessment and diagnosis process;

j. Monitor client status after the completion of active treatment for the period of time specified in the current A Manual for the Care of Hansen’s Disease in the United States, National Hansen’s Disease Program, Rev. 3/2009;

k. Provide transportation to and from HD medical and nursing appointments, if needed;

l. Coordinate HD services with private providers of HD clients;

m. Conduct intensive and continuing education to client and family about the disease process, appropriate treatment, medications, symptoms to report to the physician, skin, hand and foot care and other self-care for successful treatment and prevention of disability; and

n. Monitor client’s adherence to treatment/plan of care, and respond immediately and appropriately to non-adherence.
4. **Provider Education**
   a. Contractor shall work with the health care community in their service area to develop an understanding of HD diagnosis and treatment and available resources for consultation and referral;
   b. Conduct routine presentations to increase provider awareness of HD, its manifestation and treatment guidelines; and
   c. Encourage reporting of persons who exhibit signs and symptoms of HD.

5. **Community Awareness**
   a. Contractor shall develop and maintain an active coalition of community-based organizations in the Contractor’s service area to create awareness of HD and availability of HD medical services;
   b. Prepare an HD epidemiologic profile of their service area and design presentations to fit community groups in that area; and
   c. Conduct routine presentations to community organizations and other entities about HD signs and symptoms, treatment options and resources for care.

Contractor shall comply with all applicable federal and state statutes and regulations, standards, policies, and guidelines, including, but not limited to, the following:

- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
- Communicable Diseases Texas Administrative Code, Title 25, Part 1, Chapter 97; and

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor’s expenditures on a quarterly basis. If expenditures are below those projected in Contractor’s total contract amount, as shown Contractor’s budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

**SECTION II. PERFORMANCE MEASURES:**

The following key outcome performance measures will be used to assess, in part, the Contractor’s effectiveness in providing the services described in this contract without waiving the enforceability of any of the other terms:

- 100% of clients must be examined by a physician having medical expertise in HD.
- 100% of clients who are actively managed must receive hand and foot screens; and
- At least 90% of short-term therapy clients must complete HD therapy.

Contractor shall complete and submit to DSHS the *Quarterly Report of HD Related Activities*, hereby attached as Exhibit A, in a format provided by DSHS, either electronically to Sandraa.Morris@dshs.state.tx.us or by mail to DSHS, TB Services Branch, Communicable Disease Control Group, Mail Code 1939, P.O. Box 149347, Austin, Texas 78714-9347. Reporting periods and due dates are as follows:
<table>
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<tr>
<th>PERIOD COVERED</th>
<th>DUE DATE</th>
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</thead>
<tbody>
<tr>
<td>January – March</td>
<td>April 9, 2010</td>
</tr>
<tr>
<td>April – June</td>
<td>July 9, 2010</td>
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<td>October 8, 2010</td>
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<tr>
<td>October – December</td>
<td>January 14, 2011</td>
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</tbody>
</table>

In accordance with the General Provisions, **Compliance and Reporting Article, Reporting**, failure to submit reports shall be cause for cancellation of the contract.

**SECTION III. SOLICITATION DOCUMENT:**

N/A

**SECTION IV. RENEWALS:**

DSHS may renew the Program Attachment for up to three (3) additional three year terms, at DSHS's sole discretion.

**SECTION V. PAYMENT METHOD:**

Cost Reimbursement

**SECTION VI. BILLING INSTRUCTIONS:**

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) 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, MC1940
Department of State Health Services
PO Box 149347
Austin, TX 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.

**SECTION VII SPECIAL PROVISIONS:**

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 Program Attachment.
SECTION VIII. BUDGET:

SOURCE OF FUNDS: CFDA #93.215
2010-034523-001

Categorical Budget:

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<tr>
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<td><strong>TOTAL</strong></td>
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<td><strong>DSHS SHARE</strong></td>
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<td><strong>OTHER MATCH</strong></td>
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</table>

Total reimbursements will not exceed $71,577.00

Financial status reports are due: 04/30/2010, 07/30/2010, 11/01/2010, 03/01/2011

The budgeted indirect cost amount is based an 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.
TO: THE HONORABLE COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES
DATE: JANUARY 5, 2010
SUBJECT: FY 2010 STATE OF TEXAS HIV HEALTH AND SOCIAL SERVICES CONTRACT AMENDMENT TO CHANGE NAME PURSUANT TO CERTIFICATE OF AMENDMENT ISSUED BY THE OFFICE OF THE SECRETARY OF STATE

Background of Issue
The Dallas County Judge is the grantee and legal recipient of State of Texas HIV Health and Social Services (State Services) funds for the Dallas HIV Services Delivery Area (HSDA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency. The Administrative Agency is responsible for the allocation and oversight of funds and for the recommendation of the award of contracts to service providers. The Administrative Agency tracks the expenditure of funds by service providers throughout the year and makes recommendations, when appropriate, to reallocate funds or amend contracts.

AIDS Services of North Texas changed its name to Health Services of North Texas to better reflect the scope of medical and support services provided to its clients located in the Dallas HSDA. The Office of the Secretary of State has issued a certificate of amendment approving the change, Certificate Number 107560201, effective November 16, 2009.

Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
There is no operational impact on 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 Ryan White Treatment Modernization Act Part A, Part A-Minority AIDS Initiative (MAI), Part B; Housing Opportunities for Persons with AIDS/HIV (HOPWA); and the State of Texas HIV Services (State Services) grants. The FY 2010 State Services grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS.
**Recommendation**

It is recommended that the Commissioners Court approve the FY 2010 State Services contract amendment to change the name to Health Services of North Texas, formerly AIDS Services of North Texas, and authorize the County Judge to sign the contract amendment on behalf of Dallas County Health and Human Services.

RECOMMENDED BY:  

Zachary Thompson, Director

Attachment

Cc:  
Darryl Martin, Court Administrator  
Virginia Porter, County Auditor
CONTRACT AMENDMENT NO. 1

CONTRACT FOR HIV SERVICES DELIVERY
FUNDED UNDER THE FY 2010 STATE OF TEXAS
HIV HEALTH AND SOCIAL SERVICES (STATE SERVICES) GRANT

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(Contractor)

and

HEALTH SERVICES OF NORTH TEXAS, INC.
[formerly: AIDS SERVICES OF NORTH TEXAS, INC.]
(Sub-Contractor)

I. PURPOSE:

Contract Amendment No. 1 amends the State Services grant funded agreement executed between Dallas County Health and Human Services and Health Services of North Texas, Inc., [formerly: AIDS Services of North Texas, Inc.], effective September 1, 2009.

II. AMENDED PROVISIONS:

Contract Amendment No. 1 shall not change any contractual provisions agreed upon in the State Services funded agreement; each provision shall remain in effect throughout the term of the agreement with the exception of the following amended provisions:

A. AMENDED PROVISIONS:

The Contract Amendment is being revised to change the agency’s name pursuant to the Certificate of Amendment issued by the Office of the Secretary of State of Texas, Articles of Amendment, File Number 107560201:

Name: Health Services of North Texas, Inc
Formerly: AIDS Services of North Texas, Inc.

B. TERM:

Contract Amendment No. 1 shall not affect the term that is in effect through August 31, 2010.
For: Health Services of North Texas, Inc. For: Dallas County

(Signature)

Zachary S. Thompson, Director
Health and Human Services

Date: 1-5-09

Ronald G Aldridge
(Print or type name)

Executive Director
Print or type Title

Date: 12-9-09

Jim Foster
Dallas County Judge

Date: ____________________
Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

HEALTH SERVICES OF NORTH TEXAS, INC.
107560201

[formerly: AIDS SERVICES OF NORTH TEXAS, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 11/16/2009
Effective: 11/16/2009

Hope Andrade
Secretary of State
Office of the Secretary of State

November 24, 2009

Steven D. Goldston
Goldston Law Firm
373 Mingo Road, Ste 102
Denton, TX 76208

Name: HEALTH SERVICES OF NORTH TEXAS, INC.
Articles of Amendment
File Number: 107560201

In response to your request, please find enclosed a replacement of the previously issued CERTIFICATE for the above referenced entity with the correct spelling of the corporate name. Our records are being corrected to reflect these changes. Please accept our apologies for this oversight. Thank you in advance for your patience in this matter.

If you have any questions regarding this matter, please call (512) 463-5582, Ext. Zero.

Sincerely,

Mary Ann Conkel
Corporations Section
Business and Public Filings Division
Enclosure

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555
Fax: (512) 463-5709
TTY: 7-1-1
Call to Order: President Mary Garcia (formerly Pastorius) called the meeting to order at 7:16 p.m. Board members present were Cheryl Hedric, Hunter Hardy, Steven Goldston, Danny Sullivan, Jorge Urbina, Ann Bradbury, Carmen Malaver, Chris Watts, Janet Mulroy, Fern Bugg, Laurie Stokes-Bell, Mary Garcia, Deborah Diehl, John Alday, Robert Faircloth and Kathy Kennedy. Staff present included Brian Schmedinghoff, Pam Barnes, and Dr. Ron Aldridge. A quorum was determined to be present. Chris Watts was introduced and welcomed as a new board member.

Hearts and Heroes: Brian Schmedinghoff and Fern Bugg reported on the final preparations for Hearts and Heroes. The Sponsor Soiree at Steven Goldston’s was fabulous with a beautiful setting, gracious and charming host and hostess, and incredible food prepared by HSNT staffer, Jesse McBroom. Fern reported that there have been great auction items donated. We will be having extra performers to entertain at no additional cost. She continued by saying that to-date there have been more sponsorship dollars and more reservations than in the past with $28,450 in sponsorship and 243 reservations. Fern reminded the board that they are the hosts and hostesses of the party and to please go out of their way to greet guests. Brian passed around some pictures of some of the notable guests that will be in attendance so that the board might more easily recognize them. He will also email the information to the full board.

Approval of Minutes: The minutes of the August 19th Board Meeting were reviewed. Kathleen Kennedy moved to accept the minutes as presented. Hunter Hardy seconded the motion. The motion passed.

Committee Reports:
President’s Report – Mary Garcia discussed formally changing the name of the agency to Health Services of North Texas. Laurie Stokes-Bell made a motion to change the name to Health Services of North Texas. Danny Sullivan seconded the motion. The motion passed.

Finance Committee – Hunter Hardy presented the financials. He noted that they continue to look better and that they are right on track. Contributions from individuals are a little behind. Occupancy is high but an offset credit is expected. Pam Barnes has looked at the financials of The Peoples Clinic. Hunter will look at them next. There is a meeting with them on the 28th at 4:00 pm to drill down deeper and to ask questions.

Ron Aldridge added that The Peoples Clinic has faced some hard decisions moving into this year and that they are not very well diversified. The key piece would be the three funders committing to the same level of funding in order to build and grow. There is incubation funding from the state in the amount of $60,000 to hire someone to put the pieces together in order to apply to be an FQHC. A Look Alike is the same as a FQHC except for $650,000 a year in funding. A Look Alike does get a
negotiated higher rate for Medicaid and Medicare. The discussion continued focusing on Ryan White funding, FQHC and community needs. Ron stated that board involvement is needed in the process.

Fundraising Committee –
Capital Campaign – No report.
Black Tie Dinner Dallas – There are still 11 tickets to be sold with two half-price tickets available for board members. There are also six raffle tickets left to sell.

Nominations – No report; all seats are filled.

PR & Marketing Committee – No report.

Guardianship Committee – The committee held a meeting. A report will be given next month.

Ad Hoc Committees –
Food Pantry – Frenchy’s Lawn Service is having a food drive at the office during September.
Strategic Planning Committee – No report. The final Strategic Plan document will be available at the next board meeting.
Quality Management Committee – The committee met to looked at how the committee will work and what the focus will be.
Employee Recognition and Retention Committee – No report.

Old Business: None.

New Business: None.

Executive Director’s Report: - Ron Aldridge stated that Kate Martin and Daniel Diaz came from Austin to discuss and encourage the agency to go forward with the application process for Incubation funds, Look Alike and FQHC status.

HSNT hosted a meeting of the United Way Executive Directors and the Leaders on Loan to educate them on the programs offered.

There was a visit from the Dallas Women’s Foundation. The visit went well, but they have more asks and less money this year.

Funding from DIFFA will be around $16,000 instead of the usual $30-40,000.

A class of UNT art students will be making a collage for United Way. Each of the agencies presented to the students for them to get a feel for what they do. It will be interesting to see how the agency is represented in the collage.

This year’s Hearts and Heroes will be the best ever.
United Way had an agency turn down money; more has been allocated to HSNT.

Doreen Rue was elected to the position of Nominations and Leadership Identification Committee Representative for the Texoma Branch of the National Association of Social Workers/Texas Chapter.

**Important Dates:**
Next meeting – October 21st, 2009
Hearts & Heroes – September 19th, 2009
Black Tie Dinner Dallas – October 3rd, 2009
Volunteer Appreciation/Thanksgiving Dinner and November Board Meeting – November 19th, 2009, 5:30 p.m.
Board and Staff Holiday Party – December 4th, 2009, 7:00 p.m.

**Adjournment:** Being no further business, the meeting was adjourned at 8:25 p.m.

Respectfully submitted by Cheryl Hedric, Secretary
TO: THE HONORABLE COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES
DATE: JANUARY 5, 2010
SUBJECT: FY 2009 PART B CONTRACT AMENDMENT TO CHANGE NAME PURSUANT TO CERTIFICATE OF AMENDMENT ISSUED BY THE OFFICE OF THE SECRETARY OF STATE

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Part B funds for the Dallas HIV Services Delivery Area (HSDA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency. The Administrative Agency is responsible for the allocation and oversight of funds and for the recommendation of the award of contracts to service providers. The Administrative Agency tracks the expenditure of funds by service providers throughout the year and makes recommendations, when appropriate, to reallocate funds or amend contracts.

AIDS Services of North Texas changed its name to Health Services of North Texas to better reflect the scope of medical and support services provided to its clients located in the Dallas HSDA. The Office of the Secretary of State has issued a certificate of amendment approving the change, Certificate Number 107560201, effective November 16, 2009.

Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
There is no operational impact on 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 Ryan White Treatment Modernization Act Part A, Part A-Minority AIDS Initiative (MAI), Part B; Housing Opportunities for Persons with AIDS/HIV (HOPWA); and the State of Texas HIV Services (State Services) grants. The FY 2009 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 Commissioners Court approve the FY 2009 Ryan White Part B contract amendment to change the name to Health Services of North Texas, formerly AIDS Services of North Texas, and authorize the County Judge to sign the contract amendment on behalf of Dallas County Health and Human Services.

RECOMMENDED BY: 
Zachary Thompson, Director

Attachment

c: Darryl Martin, Court Administrator
Virginia Porter, County Auditor
CONTRACT AMENDMENT NO. 3

CONTRACT FOR HIV SERVICES DELIVERY
FUNDED UNDER THE FY 2009 TITLE XXVI OF THE PHS ACT AS AMENDED BY
THE RYAN WHITE TREATMENT MODERNIZATION ACT OF 2006
PART B FORMULA FUNDING GRANT
2009-2010

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(Contractor)

and

HEALTH SERVICES OF NORTH TEXAS, INC.
(formerly: AIDS SERVICES OF NORTH TEXAS, Inc.)
(Sub-Contractor)

I. PURPOSE:

Contract Amendment No. 3 amends the Ryan White Care Act Part B funded agreement executed between Dallas County Health and Human Services and Health Services of North Texas, Inc., [formerly: AIDS Services of North Texas Inc.], effective April 1, 2009.

II. AMENDED PROVISIONS:

Contract Amendment No. 3 shall not change any contractual provisions agreed upon in the Ryan White Part B funded agreement; each provision shall remain in effect throughout the term of the agreement with the exception of the following amended provisions:

A. AMENDED PROVISIONS:

The Contract Amendment is being revised to change the agency's name pursuant to the Certificate of Amendment issued by the Office of the Secretary of State of Texas, Articles of Amendment, File Number 107560201:

Name: Health Services of North Texas, Inc
Formally: AIDS Services of North Texas, Inc.

B. TERM:

Contract Amendment No. 3 shall not affect the term of the contract that is in effect through March 31, 2010.
For: **Health Services of North Texas, Inc.**

(Ronald Aldridge)  
(Signature)

Ronald Aldridge  
(Print or type name)

Executive Director  
(Print or type Title)

Date: **12-9-07**

For: **Dallas County**

(Zachary S. Thompson, Director)  

Date: **1-5-10**

Jim Foster  
(Dallas County Judge)

Date: ____________________________
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

OF

HEALTH SERVICES OF NORTH TEXAS, INC.
107560201

[formerly: AIDS SERVICES OF NORTH TEXAS, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 11/16/2009
Effective: 11/16/2009

Hope Andrade
Secretary of State
Office of the Secretary of State

November 24, 2009

Steven D. Goldston
Goldston Law Firm
373 Mingo Road, Ste 102
Denton, TX 76208

Name: HEALTH SERVICES OF NORTH TEXAS, INC.
Articles of Amendment
File Number: 107560201

In response to your request, please find enclosed a replacement of the previously issued CERTIFICATE for the above referenced entity with the correct spelling of the corporate name. Our records are being corrected to reflect these changes. Please accept our apologies for this oversight. Thank you in advance for your patience in this matter.

If you have any questions regarding this matter, please call (512) 463-5582, Ext. Zero.

Sincerely,

Mary Ann Conkel
Corporations Section
Business and Public Filings Division
Enclosure

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555
Fax: (512) 463-5709
TTY: 7-1-1
Call to Order: President Mary Garcia (formerly Pastorius) called the meeting to order at 7:16 p.m. Board members present were Cheryl Hedric, Hunter Hardy, Steven Goldston, Danny Sullivan, Jorge Urbina, Ann Bradbury, Carmen Malaver, Chris Watts, Janet Mulroy, Fern Bugg, Laurie Stokes-Bell, Mary Garcia, Deborah Diehl, John Alday, Robert Faircloth and Kathy Kennedy. Staff present included Brian Schmedinghoff, Pam Barnes, and Dr. Ron Aldridge. A quorum was determined to be present. Chris Watts was introduced and welcomed as a new board member.

Hearts and Heroes: Brian Schmedinghoff and Fern Bugg reported on the final preparations for Hearts and Heroes. The Sponsor Soiree at Steven Goldston's was fabulous with a beautiful setting, gracious and charming host and hostess, and incredible food prepared by HSNT staffer, Jesse McBroom. Fern reported that there have been great auction items donated. We will be having extra performers to entertain at no additional cost. She continued by saying that to-date there have been more sponsorship dollars and more reservations than in the past with $28,450 in sponsorship and 243 reservations. Fern reminded the board that they are the hosts and hostesses of the party and to please go out of their way to greet guests. Brian passed around some pictures of some of the notable guests that will be in attendance so that the board might more easily recognize them. He will also email the information to the full board.

Approval of Minutes: The minutes of the August 19th Board Meeting were reviewed. Kathleen Kennedy moved to accept the minutes as presented. Hunter Hardy seconded the motion. The motion passed.

Committee Reports:
President's Report — Mary Garcia discussed formally changing the name of the agency to Health Services of North Texas. Laurie Stokes-Bell made a motion to change the name to Health Services of North Texas. Danny Sullivan seconded the motion. The motion passed.

Finance Committee — Hunter Hardy presented the financials. He noted that they continue to look better and that they are right on track. Contributions from individuals are a little behind. Occupancy is high but an offset credit is expected. Pam Barnes has looked at the financials of The Peoples Clinic. Hunter will look at them next. There is a meeting with them on the 26th at 4:00 pm to drill down deeper and to ask questions.
Ron Aldridge added that The Peoples Clinic has faced some hard decisions moving into this year and that they are not very well diversified. The key piece would be the three funders committing to the same level of funding in order to build and grow. There is incubation funding from the state in the amount of $60,000 to hire someone to put the pieces together in order to apply to be an FQHC. A Look Alike is the same as a FQHC except for $650,000 a year in funding. A Look Alike does get a
negotiated higher rate for Medicaid and Medicare. The discussion continued focusing on Ryan White funding, FQHC and community needs. Ron stated that board involvement is needed in the process.

Fundraising Committee –
   Capital Campaign – No report.
   Black Tie Dinner Dallas – There are still 11 tickets to be sold with two half-price tickets available for board members. There are also six raffle tickets left to sell.

Nominations – No report; all seats are filled.

PR & Marketing Committee – No report.

Guardianship Committee – The committee held a meeting. A report will be given next month.

Ad Hoc Committees –
   Food Pantry – Frenchy’s Lawn Service is having a food drive at the office during September.
   Strategic Planning Committee – No report. The final Strategic Plan document will be available at the next board meeting.
   Quality Management Committee – The committee met to looked at how the committee will work and what the focus will be.
   Employee Recognition and Retention Committee – No report.

Old Business: None.

New Business: None.

Executive Director’s Report: - Ron Aldridge stated that Kate Martin and Daniel Diaz came from Austin to discuss and encourage the agency to go forward with the application process for Incubation funds, Look Alike and FQHC status.

HSNT hosted a meeting of the United Way Executive Directors and the Leaders on Loan to educate them on the programs offered.

There was a visit from the Dallas Women’s Foundation. The visit went well, but they have more asks and less money this year.

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**Important Dates:**
Next meeting — October 21st, 2009
Hearts & Heroes — September 19th, 2009
Black Tie Dinner Dallas — October 3rd, 2009
Volunteer Appreciation/Thanksgiving Dinner and November Board Meeting — November 19th, 2009, 5:30 p.m.
Board and Staff Holiday Party — December 4th, 2009, 7:00 p.m.

**Adjournment:** Being no further business, the meeting was adjourned at 8:25 p.m.

Respectfully submitted by Cheryl Hedric, Secretary
Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Part A Supplemental funds for the Dallas Eligible Metropolitan Area (EMA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency. The Administrative Agency is responsible for the allocation and oversight of funds and for the recommendation of the award of contracts to service providers. The Administrative Agency tracks the expenditure of funds by service providers throughout the year and makes recommendations, when appropriate, to reallocate funds or amend contracts.

AIDS Services of North Texas changed its name to Health Services of North Texas to better reflect the scope of medical and support services provided to its clients located in the Dallas EMA. The Office of the Secretary of State has issued a certificate of amendment approving the change, Certificate Number 107560201, effective November 16, 2009.

Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
There is no operational impact on 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 Ryan White Treatment Modernization Act Part A, Part A-Minority AIDS Initiative (MAI), Part B; Housing Opportunities for Persons with AIDS/HIV (HOPWA); and the State of Texas HIV Services (State Services) grants. The Ryan White Part A Supplemental grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS.
Recommendation
It is the recommended that the Commissioners Court approve the FY 2009 Part A Supplemental contract amendment to change the name to Health Services of North Texas, formerly AIDS Services of North Texas, and authorizes the County Judge to sign the contract amendment on behalf of Dallas County Health and Human Services.

RECOMMENDED BY: Zachary Thompson, Director

Attachment
c: Darryl Martin, Court Administrator
Virginia Porter, County Auditor
CONTRACT AMENDMENT NO. 4

CONTRACT FOR HIV SERVICES DELIVERY
PART A Supplemental
2009-2010

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(Contractor)

and

HEALTH SERVICES OF NORTH TEXAS, INC.
[formerly: AIDS SERVICES OF NORTH TEXAS, Inc.]
(Sub-Contractor)

I. PURPOSE:

Contract Amendment No. 4 amends the Ryan White Care Act Part A Supplemental funded agreement executed between Dallas County Health and Human Services and Health Services of North Texas, Inc., [formally: AIDS Services of North Texas, Inc.], effective March 1, 2009.

II. AMENDED PROVISIONS:

Contract Amendment No. 4 shall not change any contractual provisions agreed upon in the Ryan White Care Act Part A Supplemental funded agreement; each provision shall remain in effect throughout the term of the agreement with the exception of the following amended provisions:

A. AMENDED PROVISIONS:

The Contract Amendment is being revised to change the agency’s name pursuant to the Certificate of Amendment issued by the Office of the Secretary of State of Texas, Articles of Amendment, File Number 107560201:

Name: Health Services of North Texas, Inc
Formally: AIDS Services of North Texas, Inc.

B. TERM:

Contract Amendment No. 4 shall not affect the term of the contract that is in effect through February 28, 2010.
For: Health Service of North Texas, Inc.

(Author's signature)

Ronald G. Aldridge, Ph.D.
(Print or type name)

Executive Director
Print or type Title

Date: 1-29-09

For: Dallas County

(Author's signature)

Zachary S. Thompson, Director
Health and Human Services

Date: 1-5-10

Jim Foster
Dallas County Judge

Date: _______________
Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

HEALTH SERVICES OF NORTH TEXAS, INC.
107560201

[formerly: AIDS SERVICES OF NORTH TEXAS, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 11/16/2009
Effective: 11/16/2009

Hope Andrade
Secretary of State
Office of the Secretary of State

November 24, 2009

Steven D. Goldston
Goldston Law Firm
373 Mingo Road, Ste 102
Denton, TX 76208

Name: HEALTH SERVICES OF NORTH TEXAS, INC.
Articles of Amendment
File Number: 107560201

In response to your request, please find enclosed a replacement of the previously issued CERTIFICATE for the above referenced entity with the correct spelling of the corporate name. Our records are being corrected to reflect these changes. Please accept our apologies for this oversight. Thank you in advance for your patience in this matter.

If you have any questions regarding this matter, please call (512) 463-5582, Ext. Zero.

Sincerely,

Mary Ann Conkel
Corporations Section
Business and Public Filings Division
Enclosure
AIDS Services of North Texas, Inc.
d.b.a. Health Services of North Texas
Board of Directors Meeting
September 16, 2009

Call to Order: President Mary Garcia (formerly Pastorius) called the meeting to order at 7:16 p.m. Board members present were Cheryl Hedric, Hunter Hardy, Steven Goldston, Danny Sullivan, Jorge Urbina, Ann Bradbury, Carmen Malaver, Chris Watts, Janet Mulroy, Fern Bugg, Laurie Stokes-Bell, Mary Garcia, Deborah Diehl, John Alday, Robert Faircloth and Kathy Kennedy. Staff present included Brian Schmedinghoff, Pam Barnes, and Dr. Ron Aldridge. A quorum was determined to be present. Chris Watts was introduced and welcomed as a new board member.

Hearts and Heroes: Brian Schmedinghoff and Fern Bugg reported on the final preparations for Hearts and Heroes. The Sponsor Soiree at Steven Goldston’s was fabulous with a beautiful setting, gracious and charming host and hostess, and incredible food prepared by HSNT staffer, Jesse McBroom. Fern reported that there have been great auction items donated. We will be having extra performers to entertain at no additional cost. She continued by saying that to-date there have been more sponsorship dollars and more reservations than in the past with $28,450 in sponsorship and 243 reservations. Fern reminded the board that they are the hosts and hostesses of the party and to please go out of their way to greet guests. Brian passed around some pictures of some of the notable guests that will be in attendance so that the board might more easily recognize them. He will also email the information to the full board.

Approval of Minutes: The minutes of the August 19th Board Meeting were reviewed. Kathleen Kennedy moved to accept the minutes as presented. Hunter Hardy seconded the motion. The motion passed.

Committee Reports:
President’s Report – Mary Garcia discussed formally changing the name of the agency to Health Services of North Texas. Laurie Stokes-Bell made a motion to change the name to Health Services of North Texas. Danny Sullivan seconded the motion. The motion passed.

Finance Committee – Hunter Hardy presented the financials. He noted that they continue to look better and that they are right on track. Contributions from individuals are a little behind. Occupancy is high but an offset credit is expected. Pam Barnes has looked at the financials of The Peoples Clinic. Hunter will look at them next. There is a meeting with them on the 28th at 4:00 pm to drill down deeper and to ask questions.
Ron Aldridge added that The Peoples Clinic has faced some hard decisions moving into this year and that they are not very well diversified. The key piece would be the three funders committing to the same level of funding in order to build and grow. There is Incubation funding from the state in the amount of $60,000 to hire someone to put the pieces together in order to apply to be an FQHC. A Look Alike is the same as a FQHC except for $650,000 a year in funding. A Look Alike does get a
negotiated higher rate for Medicaid and Medicare. The discussion continued focusing on Ryan White funding, FQHC and community needs. Ron stated that board involvement is needed in the process.

Fundraising Committee –
  Capital Campaign – No report.
  Black Tie Dinner Dallas – There are still 11 tickets to be sold with two half-price tickets available for board members. There are also six raffle tickets left to sell.

Nominations – No report; all seats are filled.

PR & Marketing Committee – No report.

Guardianship Committee – The committee held a meeting. A report will be given next month.

Ad Hoc Committees –
  Food Pantry – Frenchy’s Lawn Service is having a food drive at the office during September.
  Strategic Planning Committee – No report. The final Strategic Plan document will be available at the next board meeting.
  Quality Management Committee – The committee met to look at how the committee will work and what the focus will be.
  Employee Recognition and Retention Committee – No report.

Old Business: None.

New Business: None.

Executive Director’s Report: - Ron Aldridge stated that Kate Martin and Daniel Diaz came from Austin to discuss and encourage the agency to go forward with the application process for Incubation funds, Look Alike and FQHC status.

HSNT hosted a meeting of the United Way Executive Directors and the Leaders on Loan to educate them on the programs offered.

There was a visit from the Dallas Women’s Foundation. The visit went well, but they have more asks and less money this year.

Funding from DIFFA will be around $16,000 instead of the usual $30-40,000.

A class of UNT art students will be making a collage for United Way. Each of the agencies presented to the students for them to get a feel for what they do. It will be interesting to see how the agency is represented in the collage.

This year’s Hearts and Heroes will be the best ever.
United Way had an agency turn down money; more has been allocated to HSNT.

Doreen Rue was elected to the position of Nominations and Leadership Identification Committee Representative for the Texoma Branch of the National Association of Social Workers/Texas Chapter.

**Important Dates:**
Next meeting – October 21\(^{st}\), 2009  
Hearts & Heroes – September 19\(^{th}\), 2009  
Black Tie Dinner Dallas – October 3\(^{rd}\), 2009  
Volunteer Appreciation/Thanksgiving Dinner and November Board Meeting – November 19\(^{th}\), 2009, 5:30 p.m.  
Board and Staff Holiday Party – December 4\(^{th}\), 2009, 7:00 p.m.

**Adjournment:** Being no further business, the meeting was adjourned at 8:25 p.m.

Respectfully submitted by Cheryl Hedric, Secretary
TO: THE HONORABLE COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES
DATE: JANUARY 5, 2010
SUBJECT: FY 2009 PART A FORMULA CONTRACT AMENDMENT TO CHANGE NAME PURSUANT TO CERTIFICATE OF AMENDMENT ISSUED BY THE OFFICE OF THE SECRETARY OF STATE

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Part A Formula funds for the Dallas Eligible Metropolitan Area (EMA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency. The Administrative Agency is responsible for the allocation and oversight of funds, and for the recommendation of the award of contracts to service providers. The Administrative Agency tracks the expenditure of funds by service providers throughout the year and makes recommendations, when appropriate, to reallocate funds or amend contracts.

AIDS Services of North Texas changed its name to Health Services of North Texas to better reflect the scope of medical and support services provided to its clients located in the Dallas EMA. The Office of the Secretary of State has issued a certificate of amendment approving the change, Certificate Number 107560201, effective November 16, 2009.

Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
There is no operational impact on 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 Ryan White Treatment Modernization Act Part A, Part A-Minority AIDS Initiative (MAI), Part B; Housing Opportunities for Persons with AIDS/HIV (HOPWA); and the State of Texas HIV Services (State Services) grants. The Ryan White Part A Formula grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS.
Recommendation

It is recommended that the Commissioners Court approve the FY 2009 Part A Formula contract amendment for a name change to Health Services of North Texas, formerly AIDS Services of North Texas, and authorize the County Judge to sign the contract amendment with the provider on behalf of Dallas County Health and Human Services.

RECOMMENDED BY: Zachary Thompson, Director

Attachment

C: Darryl Martin, Court Administrator
   Virginia Porter, County Auditor
CONTRACT AMENDMENT NO. 5

CONTRACT FOR HIV SERVICES DELIVERY
FUNDED UNDER THE FY 2009 TITLE XXVI OF THE PHS ACT AS AMENDED BY THE
RYAN WHITE HIV/AIDS TREATMENT MODERNIZATION ACT OF 2006
PART A Formula
2009-2010

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(Contractor)

and

HEALTH SERVICES OF NORTH TEXAS, INC.
(formerly: AIDS SERVICES OF NORTH TEXAS, Inc.)
(Sub-Contractor)

I. PURPOSE:

Contract Amendment No. 5 amends the Ryan White Care Act Part A Formula funded
agreement executed between Dallas County Health and Human Services and Health Services

II. AMENDED PROVISIONS:

Contract Amendment No.5 shall not change any contractual provisions agreed upon in the
Ryan White Part A formula funded agreement; each provision shall remain in effect throughout
the term of the agreement with the exception of the following amended provisions:

A. AMENDED PROVISIONS:

The Contract Amendment is being revised to change the agency’s name pursuant to the
Certificate of Amendment issued by the Office of the Secretary of State of Texas,
Articles of Amendment, File Number 107560201:

Name: Health Services of North Texas, Inc
Formally: AIDS Services of North Texas, Inc.

B. TERM:

Contract Amendment No. 5 shall not affect the term of the contract that is in effect
through February 28, 2010.
For: Health Services of North Texas, Inc. For: Dallas County

Ronald G. Aldridge, Ph.D. (Signature)
(Print or type name)

Date: 1-5-10

Executive Director
Print or type Title

Jim Foster
Dallas County Judge

Date: 12-9-09

Date:
Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

HEALTH SERVICES OF NORTH TEXAS, INC.
107560201

[formerly: AIDS SERVICES OF NORTH TEXAS, INC.]

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ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 11/16/2009
Effective: 11/16/2009

Hope Andrade
Secretary of State
Office of the Secretary of State

November 24, 2009

Steven D. Goldston
Goldston Law Firm
373 Mingo Road, Ste 102
Denton, TX 76208

Name: HEALTH SERVICES OF NORTH TEXAS, INC.
Articles of Amendment
File Number: 107560201

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Sincerely,

Mary Ann Conkel
Corporations Section
Business and Public Filings Division
Enclosure
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Fundraising Committee –
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Employee Recognition and Retention Committee – No report.

Old Business: None.

New Business: None.

Executive Director’s Report: Ron Aldridge stated that Kate Martin and Daniel Diaz came from Austin to discuss and encourage the agency to go forward with the application process for Incubation funds, Look Alike and FQHC status.

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Hearts & Heroes – September 19th, 2009
Black Tie Dinner Dallas – October 3rd, 2009
Volunteer Appreciation/Thanksgiving Dinner and November Board Meeting – November 19th, 2009, 5:30 p.m.
Board and Staff Holiday Party – December 4th, 2009, 7:00 p.m.

**Adjournment:** Being no further business, the meeting was adjourned at 8:25 p.m.

Respectfully submitted by Cheryl Hedric, Secretary
Background of Issue

The Dallas County Judge is the grantee and legal recipient of the State of Texas Department of State Health (DSHS) Housing Opportunities for Persons with AIDS (HOPWA) grant. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for DSHS HOPWA funds. The purpose of these grant funds is to provide housing and related services to persons affected by the human immunodeficiency virus (HIV) and individuals with acquired immunodeficiency syndrome (AIDS) who reside in the Sherman/Denison HIV Service Delivery Area (HSDA) of Cooke, Fannin, and Grayson counties and Navarro County. The FY 2010 contract between DSHS and DCHHS, Contract No. 2010-034043, with a term of February 1, 2010 through January 31, 2011, in the amount of $59,000, is attached. This is a $2,000 increase in funding when compared to FY 2009.

The FY 2010 DSHS HOPWA award of $59,000 is designated funding to be contracted on a sole source basis to two entities: Your Health Clinic to provide assistance to eligible individuals and families impacted by HIV/AIDS residing in Cooke, Fannin, and Grayson counties; and Dallas County Health and Human Services – HOPWA Unit for eligible individuals and families impacted by HIV/AIDS residing in Navarro County. The awarding of these funds will be recommended under separate briefing once the contract is returned to and executed by DSHS.

Fiscal Impact

There is no fiscal impact on Dallas County.

Operational Impact

DCHHS staff will coordinate and perform the administrative activities in accordance with the responsibilities assigned to them by the Dallas County Commissioners Court.

Legal Impact

The Dallas County Commissioners Court must approve the attached budget and authorize Dallas County Health and Human Services to sign the contract with DSHS 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 Ryan White Treatment Modernization Act Part A, Part A-Minority AIDS Initiative (MAI), Part B; Housing Opportunities for Persons with AIDS/HIV (HOPWA); and the State of Texas HIV Services (State Services) grants. The FY 2010 DSHS HOPWA grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS by providing stable and affordable housing for persons living with HIV/AIDS.

Recommendation
It is recommended that the Dallas County Commissioners Court approve the FY 2010 DSHS Contract No. 2010-034043, in the amount of $59,000, and authorize Dallas County Health and Human Services to sign the contract on behalf of Dallas County.

RECOMMENDED BY: Zachary S. Thompson, Director

Attachment

c: Darryl Martin, Court Administrator
   Virginia Porter, County Auditor
This contract, number 2010-034043 (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 $59,000.00, 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 02/01/2010 and ends on 01/31/2011. 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:
      2010-034043-001 HIV - HOPWA
   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: 17560009056005

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**

By: ____________________________  
Signature of Authorized Official

Date  
Bob Burnette, C.P.M., CTPM  
Director, Client Services Contracting Unit  
1100 WEST 49TH STREET  
AUSTIN, TEXAS  78756  
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

**DALLAS COUNTY**

By: ____________________________  
Signature  
1-5-10

Date  
Printed Name and Title

________________________________  
Address

________________________________  
City, State, Zip

________________________________  
Telephone Number

________________________________  
E-mail Address for Official Correspondence
Categorical Budget:

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Total reimbursements will not exceed $59,000.00

Financial status reports are due: 06/01/2010, 08/30/2010, 11/30/2010, 03/30/2011
INSTRUCTIONS:

1. Report actual program and administrative expenditures for each Project Sponsor for each quarter and year-to-date (not the amounts vouchered for reimbursement).
2. This completed form MUST be submitted with each Quarterly Report.

AA Leveraged administrative expenditures are an estimated portion of other funds used to administer the HOPWA program (Ryan White AA funds, State Services, etc.)

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CONTRACT NO. 2010-034043-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000358279

CONTRACTOR: DALLAS COUNTY

DSHS PROGRAM: HIV - HOPWA

TERM: 02/01/2010 THRU: 01/31/2011

SECTION I. STATEMENT OF WORK:

As the Administrative Agency for the approved Human Immunodeficiency Virus (HIV) Planning Area, Contractor shall administer the Housing Opportunities for Persons with AIDS (HOPWA) program to meet the housing needs of low income individuals with HIV/Acquired Immunodeficiency Syndrome (AIDS) within the State of Texas, in order to provide stable, accessible housing that will help facilitate the clients’ entry into, or continuation of, primary medical care and other support services for persons with HIV/AIDS and their families. The Contractor shall enter into agreements with subcontractors to provide the following services:

- a tenant-based rental assistance (TBRA) program (including assistance for shared housing arrangements) and/or a short-term rent, mortgage, and utility assistance (STRMU) program consisting of no more than twenty-one (21) weeks in any fifty-two (52) week period of short-term rent, mortgage and/or utility payments for eligible clients;
- Supportive Services (Case Management and basic telephone service may be used to assist all income eligible, HIV positive individuals; smoke detectors may only be provided to clients with a mortgage); and
- Permanent Housing Placement Services (i.e. assistance for reasonable security deposits not to exceed the amount equal to two (2) months of rent, and costs related to application fees and credit checks; deposits must be returned to the subrecipient).

Both TBRA and STRMU are defined at 24 CFR, U.S. Department of Housing and Urban Development (HUD), Parts 50 and 574.

Contractor is responsible for ensuring efficient, effective, and proper implementation of the HOPWA program in its geographic area of responsibility. Included in these responsibilities is ensuring that program eligibility standards are met. Eligibility for participation in the HOPWA program shall be determined at client intake by:

1. Proof of HIV and/or AIDS diagnosis will be determined at intake into services by one of the following methods as required in the revised DSHS HIV/STD policy document, found at http://www.dshs.state.tx.us/hivstd/policies/220001.pdf:
   - Positive Western Blot laboratory result that includes the name of the client;
• Report of detectable HIV “viral load” that includes that name of the client;
• Positive qualitative Nucleic Acid Amplification Test (NAAT) or other diagnostic assay for HIV infection, which has been approved by the Food and Drug Administration (FDA), that includes the name of the client;
• Signed statement from a physician, physician’s assistant, an advanced practice nurse or a registered nurse (RN) attesting to the HIV positive status of the person; or,
• Hospital discharge summary documenting HIV positive status.

Client records from a client’s previous service provider may be used for the purpose of establishing the client’s eligibility for HIV/AIDS services, if those records contain one of the forms of proof of an AIDS or HIV disease diagnosis listed above.

2. Proof that a client’s individual or family income does not exceed eighty percent (80%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD) [DSHS HOPWA Program Manual- Section 17-1 HUD Tables, http://www.dshs.state.tx.us/hivstd/hopwa/files/HOPWA_Program_Manual.doc.

3. Documentation that the client is a named occupant on lease/rental agreement and/or utility bills.

4. Documentation of a short-term emergency situation shall be required for participation in the STRMU program [as defined in the DSHS HOPWA Program Manual- Section 9-2 (f) STRMU Emergency Need].

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, http://www.dshs.state.tx.us/hivstd/funding/rwaa/rfp.doc (those requirements are hereby incorporated by reference into this Renewal Program Attachment). Contractor shall also conduct activities under this Renewal Program Attachment in accordance with: DSHS Renewal Guidance for Housing Assistance Opportunities for Persons with AIDS (HOPWA), dated August 13, 2009, http://www.dshs.state.tx.us/hivstd/funding/default.shtm.

All activities shall be performed in accordance with the final, detailed budget outlined in SECTION VIII. BUDGET below, including any letters or memos with policies or other instructions given to Contractor.

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, and protocols, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Renewal Program Attachment knows of the change(s).

Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to:

• Chapters 81 and 85 of the Texas Health and Safety Code;
• Title VIII, Subtitle D of Cranston-Gonzales National Affordable Housing Act (NAHA) 42 USC §§12901-12912, as amended;
• 24 Code of Federal Regulations (CFR), Housing and Urban Development, Parts 50 and 574;
• Fair Housing Act, 42 USC §§3601-3619, and implementing regulations at 24 CFR Part 100;
• Equal Opportunity in Housing, Executive Order 11063, November 24, 1962, and implementing regulations at 24 CFR Part 107;
• The Civil Rights Act of 1964, 42 USC §2000d (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
• Age Discrimination Act of 1975, 42 USC §§6101-6107, and implementing regulations at 24 CFR Part 146;
• The Rehabilitation Act of 1973, 29 USC §794, and implementing regulations at 24 CFR Part 8;
• The Housing and Urban Development Act of 1968, 12 USC §1701(u);
• The Drug-Free Workplace Act of 1988, 41 USC §§701, 701 note, and 702-707, and HUD's implementing regulations at 24 CFR Part 24, Subpart F;
• 24 CFR Part 574.300(c) (Limitations of Assistance to Primarily Religious Organizations);
• Federal Executive Order 12138: Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women's Business Enterprise, May 18, 1979 (http://www.archives.gov/federal-register/codification/executive-order/12432.html); and

Contractor shall comply with all applicable state and federal policies, standards, and guidelines, including, but not limited to (as revised):

• DSHS Standards for Public Health Clinic Services, located at http://www.dshs.state.tx.us/gmb/dshsstdrs4clinicservs.pdf; and

Contractor is responsible for maintaining access to current standards and guidelines for its staff working on activities under this Renewal Program Attachment. All services and activities shall be performed in accordance with all the above policies, standards, and guidelines, as specified.

DSHS Program reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Renewal Program Attachment 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 ninety (90)
days may result in a decrease in funds. DSHS also reserves the right to reallocate funds: in the event the demand for services is less than projected by the Contractor; and/or to align with any shifts in how federal HUD monies are directed to be used in specific areas of the state.

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

SECTION II. PERFORMANCE MEASURES:

The Contractor will monitor each subcontractor's progress towards achieving HUD’s outcome performance measure objectives: (1) to provide housing assistance to establish, or better maintain, a stable living environment in housing that is decent, safe, and sanitary; (2) to reduce the risk of homelessness; and (3) to improve access to health care and supportive services. The performance measures will be used in part by DSHS to monitor the Contractor effectiveness in providing the services described in this Renewal Program Attachment and to meet the HUD reporting requirements, without waiving the enforceability of any other terms of the Renewal Program Attachment:

- Contractor must ensure that HOPWA services are delivered, as described herein;
- Contractor must comply with all the reporting requirements of this Renewal Program Attachment, including (but not limited to) those HOPWA reporting requirements listed in the Special Provisions below;
- Contractor shall ensure that each subcontractor expends no more than seven percent (7%) of the contract amount by said subcontractor for administrative costs;
- Contractor shall ensure that each subcontractor documents local demand for housing needs beyond their current capacity and have a written policy that outlines the agency’s response to such demand. The documentation of local demand for housing needs is to be done through the use of waiting lists.
- Contractor shall ensure that all subcontractors establish and implement a written policy that outlines the management of a HOPWA waiting list for clients. This policy must include standards and priorities for managing the waiting list according to HOPWA eligibility criteria and Special Needs clients, as defined by HUD (http://www.hud.gov/offices/cpd/aidshousing/programs/aprguide.doc) Waiting lists are to be updated every six (6) months indicating the date persons were added and removed. The subcontractors shall maintain separate waiting lists for clients needing Tenant Based Rental Assistance (TBRA) and Short-Term Rent Mortgage and/or Utility (STRMU) assistance, using the following criteria:

TBRA - number of clients who:

a) Are HIV Positive;
b) Are Income Eligible (as defined in the DSHS HOPWA Manual located at http://www.dshs.state.tx.us/hivstd/hopwa/files/HOPWA_Program_Manual.doc); c) Are unable to receive rental assistance due to insufficient HOPWA funds.
STRMU - number of clients who:

a) Are HIV Positive;
b) Are Income Eligible (as defined in the DSHS HOPWA Manual located at http://www.dshs.state.tx.us/hivstd/hopwa/files/HOPWA_Program_Manual.doc);
c) Are the owner or named occupant on the lease/rental agreement/utility bill;
d) Already in housing and have a short-term emergency situation that may put the client at risk of becoming homeless; and

e) Are unable to receive emergency assistance due to insufficient HOPWA funds.

• Contractor shall ensure that 100% of clients receiving HOPWA services also receive case management services and that all clients have comprehensive housing plans for establishing and/or maintaining stable residency. Housing plans shall include periodic contact with a case manager/benefits counselor and a primary health care provider as determined by the case manager and client; and

• Contractor shall ensure that 100% of clients receiving HOPWA TBRA: apply for the Housing Choice Voucher Program, formerly known as Section 8 Housing, to determine eligibility; and, renew their applications every ninety (90) days, or as required by the local Housing Choice Voucher Program (as the term is defined at http://www.hud.gov/progdesc/voucher.cfm).

Contractor shall utilize a standard quarterly reporting format, as provided by DSHS Program. Contractor accepts responsibility and accountability for each subcontractor’s compliance and timely submission of documentation required in the quarterly program report. Failure to submit a required report or additional requested information by the due date specified in the Renewal Program Attachment or upon request by DSHS constitutes a breach of contract. Contractor shall submit quarterly program reports to DSHS on or before the 30th day of May 2010, August 2010, November 2010, and the final report March 2, 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. Summary of HOPWA Expenditures by Administrative Agency and Project Sponsor (see Exhibit A attached) must be completed and submitted with each quarterly report and also with each voucher (See Exhibit B attached). All reported HOPWA expenditures must reflect final expenditures for the 4th quarterly report and verified with the final FSR. This Exhibit A and B can also be found at http://www.dshs.state.tx.us/hivstd/fieldops/page9.shtm. In addition, Contractor shall track the number of clients served and the number of units of service provided by entering such data, at minimum quarterly, into the AIDS Regional Information and Evaluation System (ARIES). Client and service information entered by Contractor into ARIES must be consistent with the information submitted by Contractor in quarterly programmatic reports and other submissions to DSHS.

SECTION III. SOLICITATION DOCUMENT:

SECTION IV. RENEWALS:

DSHS may renew this Renewal Program Attachment for up to one (1) 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) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation must be mailed, faxed 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, TX 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.

SECTION VII. SPECIAL PROVISIONS:

General Provisions ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.04 Working Capital Advance Section does not apply to this Renewal Program Attachment.

General Provisions ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.05 Financial Status Reports (FSRs) is hereby revised to include the following requirement:

Contractor shall submit the final Financial Status Report to the Claims Processing Unit as specified in SECTION VI. BILLING INSTRUCTIONS, and an electronic copy to the assigned Contract Manager at Susana.garcia@dshs.state.tx.us.
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:

Contractor shall not 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 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. Contractor shall ensure the subcontractor is held to this confidentiality provision.

Contractor shall comply with all applicable policies regarding HIV/STD Confidentiality, as follows:

HIV/STD Confidential Information Security Policy
http://www.dshs.state.tx.us/hivstd/policy/policies/301001.pdf

HIV/STD Breach of Confidentiality Response Policy
http://www.dshs.state.tx.us/hivstd/policy/policies/303001.pdf

Breach report form and instructions
http://www.dshs.state.tx.us/hivstd/policy/policies/303002.doc
http://www.dshs.state.tx.us/hivstd/policy/policies/303003.pdf

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

Contractor must comply with the State of Texas Record Retention Schedule for HIV/STD Prevention and Care Branch Records.
The HIV/STD Prevention and Care Branch Records Retention schedule can be accessed at http://www.dshs.state.tx.us/records/HSR-HIV-STD.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 #14.241
# Fiscal Year 2010 Department of State Health Services Contract
## General Provisions
### (Core/Subrecipient)

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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 9.3

General Provisions (Core Subrecipient) 2010
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 web links 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 merit 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, Contractor 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 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>
<thead>
<tr>
<th>Applicable Entity</th>
<th>Applicable Cost Principles</th>
<th>Audit Requirements</th>
<th>Administrative Requirements</th>
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<tbody>
<tr>
<td>State, Local and Tribal Governments</td>
<td>OMB Circular A-87</td>
<td>OMB Circular A-133 and UGMS</td>
<td>UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule</td>
</tr>
<tr>
<td>Educational Institutions</td>
<td>OMB Circular A-21; and UGMS, as applicable</td>
<td>OMB Circular A-133</td>
<td>OMB Circular A-110 and applicable Federal awarding agency common rule; and UGMS, as applicable</td>
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<tr>
<td>Non-Profit Organizations</td>
<td>OMB Circular A-122</td>
<td>OMB Circular A-133 and UGMS</td>
<td>UGMS; OMB Circular A-110 and applicable Federal awarding agency common rule</td>
</tr>
<tr>
<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>
</tr>
</tbody>
</table>

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.shtml. 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

General Provisions (Core Subrecipient) 2010
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 [http://www.dshs.state.tx.us/hivstd/policy/policies.shtm](http://www.dshs.state.tx.us/hivstd/policy/policies.shtm).

**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
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/childabusereporting. 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 Contactor 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/contractslforms.htm. 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 has 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.
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.

e) 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;
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 DSASH-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 DSASH;

r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, or any penalty (if the penalty is permitted by statute) imposed by DSASH, 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 DSASH approval and take corrective action as stated in the approved corrective action plan. If DSASH determines that repayment is warranted, DSASH 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, DSASH will recoup the amount due to DSASH 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
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.
EXHIBIT B

Dallas County
DSHS Contract Number: 2010-034043-001
DSHS Program ID: HIV/HOPWA

Summary of HOPWA Expenditures by Administrative and Project Sponsor
To be submitted with each voucher for reimbursement

Administrative Agency: ____________________________ Submission Date: __/__/__
Contact Person: ____________________________ Phone: ________________
Service Dates: ____________________________

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<tr>
<th>Subcontractor (Project Sponsor)</th>
<th>Contract Amount</th>
<th>STRMU D77</th>
<th>TBRA D76</th>
<th>Supportive Services 055</th>
<th>Permanent Housing Placement 472</th>
<th>Administration 058</th>
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Subcontractor subtotal

INSTRUCTIONS:
1. Complete this form and submit with each voucher for reimbursement
2. 'Supportive Services' previously known as 'Other Services.' Examples include HOPWA case manager salaries/fringe, smoke detectors, and telephone service assistance.
3. Permanent Housing Placement Services are amounts expended for security deposits and related application fees and credit checks up to 2 months rent.

Revised 4/07
TO: COMMISSIONERS COURT  
FROM: ZACHARY THOMPSON, DIRECTOR  
DATE: JANUARY 5, 2010  
SUBJECT: FY 2009-2011 HEALTH AUTHORITY CONTRACT • CITY OF DALLAS

BACKGROUND
The Dallas County Health Authority serves as the designated Health Authority Medical Director for the City of Dallas, as authorized by an Interlocal contract between the City of Dallas and Dallas County Health and Human Services (DCHHS). The contract requires that the Health Authority Medical Director perform all duties as prescribed by the Texas Board of Health as described within Chapter 121 of the Texas Health and Safety Code, as well as all duties which are necessary to implement and enforce any laws to protect the public health.

DCHHS has received official notification from the City of Dallas of an FY 2009-2011 contract for the professional services of the Health Authority Medical Director to the City of Dallas. The term of this Contract is October 1, 2009 through September 30, 2011.

OPERATIONAL IMPACT
This Contract will have no impact on operations.

FINANCIAL IMPACT
The City shall pay the County an amount not to exceed $20,000 per 24 months at a rate of $10,000 per year for services described in the Contract. DCHHS will submit invoices for reimbursement to the City of Dallas on a 6-month basis. There is no financial impact on Dallas County.

LEGAL IMPACT
The District Attorney has approved the Contract for Health Authority Medical Director as to form. The Contract requires the approval of the Commissioners Court and the signature of the County Judge.

STRATEGIC PLAN COMPLIANCE
The health authority is appointed to administer state and local laws relating to public health within the appointing body's jurisdiction [Vernon's Civil Statutes, 121.021], and is consistent with the County's Strategic Plan Vision 2: Dallas County is a healthy community.
RECOMMENDATION
It is recommended that the Commissioners Court approve the FY 2009-2011 Interlocal Contract with the City of Dallas for the professional services of the Health Authority Medical Director, in an amount not to exceed $20,000, for a term of October 1, 2009 through September 30, 2011, and authorize the County Judge to sign the Contract on behalf of Dallas County.

RECOMMENDED BY: Zachary Thompson, Director

Attachment
C: Darryl Martin, Court Administrator
   Virginia Porter, County Auditor
WHEREAS, the City of Dallas (hereinafter called "City") and the County of Dallas (hereinafter called "County") desire to enter into an agreement (this "Contract") for the professional services of Dallas County Health and Human Services Department, to act on behalf of the City of Dallas as its Health Authority Medical Director, and in that capacity to perform: (1) all duties which are necessary to implement and enforce any laws to protect the public health; and (2) all duties as may be prescribed by the Texas Board of Health (the "Board"), as further described herein below and in accordance with Chapter 121 of the Texas Health and Safety Code (the "Local Public Health Reorganization Act" or the "Act"); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Government Code, Vernon's Texas Code Annotated, provides authorization of any local government to contract with one or more local governments to perform governmental functions and services under the terms of said Act; and

WHEREAS, the County is agreeable to provide the professional services of the Health Authority to the City in accordance with the terms of the provisions of this contract, for a period of two (2) years;

NOW THEREFORE, City and County hereby contract as follows:

I.
City hereby appoints the Dallas County Health Authority, for a two (2) year term commencing October 1, 2009 through September 30, 2011. County hereby agrees to provide the services of its Medical Director/Health Authority, who has consented to act in the capacity of the City's Health Authority, for the term of this Contract.

II.
Dallas County Health Authority agrees to notify the City of Dallas within forty-eight (48) hours of an incidence in which it becomes aware of infectious disease outbreaks and to
submit a monthly epidemiology report of reportable diseases to the City of Dallas. The Dallas County Health Authority agrees to respond to City of Dallas incidence report within forty-eight (48) hours. In accordance with Chapter 121 of the Act, Dallas County Health Authority agrees that the scope of services to be provided by the Medical Director/Health Authority under his/her duties as the City Health Authority shall, but not be limited, to include the following functions:

1. establishing, maintaining and enforcing quarantine in the Health Authority's jurisdiction;
2. aiding the Board (State Board of Health) in relation to local quarantine, inspection, disease prevention and suppression, and general sanitation in the Health Authority's jurisdiction;
3. reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction to the Board in the manner and at the times prescribed by the Board;
4. reporting to the Board on any subject on which it is proper for the Board to direct that a report be made; and
5. aiding the Board in the enforcement of the following in the Health Authority's jurisdiction: proper rules, requirements, and ordinances; sanitation laws; quarantine rules and vital statistics collection;
6. attending the State Board of Health's annual conference for health authorities; and
7. other professional services necessary to implement the foregoing, as may be requested by the City's Director of Environmental and Health Services, subject to the Health Authority's availability.

III.

Sections 121.022 and 121.024 of the Texas Health and Safety Code Act designates the City's Health Authority as "a state officer" when performing duties prescribed by state law, and require the City's Health Authority to be a competent physician of internal medicine with a reputable professional standing, who is legally qualified to practice medicine in Texas, be a resident of Texas, take and subscribe to the official oath, and file a copy of the
oath and appointment with the Board. The City's Health Authority shall satisfy and
maintain these requirements during his/her term as the City's Health Authority.

IV.

Subject to Section V hereunder, City agrees to reimburse County on a yearly basis for the
direct costs incurred in the provision of professional services of the Health Authority
on tasks assigned by the City in connection with the scope of services described in this
Contract.

In consideration of the services to be performed by the County under the term of this
agreement, the City shall pay the County an amount not to exceed TWENTY THOUSAND
AND NO/XX ($20,000.00) DOLLARS at a rate of $10,000.00 per year (subject to
appropriations by the Dallas City Council) for services described in the Contract. Both
parties agree that payments for the services specified under this Contract shall be from the
City's current revenues.

V.

City shall not be liable to the County in excess of this amount, unless increased from time
to time by the Dallas City Council, and the City's Health Authority will not be required to
perform any professional services on behalf of the City in excess of $20,000.00 within the 2
year period until payment for such services has been approved by the Dallas City Council;
provided, however, in the event of a public health emergency, the City's City Manager is
authorized to purchase emergency health services in accordance with applicable law,
including the ability to purchase such services in an amount worth $15,000.00 without City
Council ratification of his/her purchase. The County will submit invoices to City for
reimbursement on a 6-month basis.

VI.

This Contract will commence on October 1, 2009 and terminate on September 30, 2011.
Either party may terminate this Contract without cause upon thirty (30) days written notice
to the other, with the understanding that all services and obligations being performed under
this Contract shall cease upon the date specified in such notice. The City's Health
Authority may also be removed from office for cause under the personnel procedures
applicable to City of Dallas Department heads.
VII.
This Contract shall be administered on behalf of the City by its Director of Environmental and Health Services or her designee, who shall coordinate with the Health Authority on his/her duties and task assignments. Travel authorization shall be approved in advance by the Director. The County shall be represented by its County Director of Health and Human Services, or his/her designee.

VIII.
All notices, communications and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a different address at the following addresses:

If intended for City, to:
Jerry Killingsworth
Housing / Community Services Department
City of Dallas
1500 Marilla, 6DN
Dallas, Texas 75201

If intended for County, to:
Zachary S. Thompson, Director
Health and Human Services
Dallas County
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

IX.
Either party may review any and all of the services performed by the City's Health Authority under this Contract, including all records and billings relating to the performance of this Contract.

X.
This Contract is made subject to the provisions of the Charter and Ordinances of City of Dallas, as amended, and all applicable legal terms and provisions of this Contract shall be
governed by and construed in accordance with the laws and court decisions of the State of Texas. Exclusive venue for any legal action between the parties arising from this agreement shall be in Dallas, Dallas County, Texas.

XI.
In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XII.
In case of conflict of schedule and/or duties, the County’s authority takes precedence over the City.

XIII.
To the extent permitted by Texas law and without waiving any governmental immunities or defenses available to the City of Dallas by Texas law, the City agrees to indemnify protect, defend and hold County harmless from any and all claims, demands, judgments and expenses of every kind arising out of the performance of this contract. It is the intent of the parties that the Health Authority be treated as an employee of the City with respect to his/her duties under this contract and claims by third parties arising from the Health Authority’s activities on behalf of the City under this contract.

XIV.
This Contract embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Contract.
EXECUTED to be effective as of the 1st day of October, 2009, by City signing by and through its City Manager, duly authorized to execute same by City Council Resolution No. 09-2299 dated September 23, 2009, and by County, acting through its duly authorized officials, duly authorized to execute same by Commissioner's Court Order No. _______ adopted by the Commissioner’s Court on _________________.

APPROVED AS TO FORM:
Thomas P. Perkins, Jr., City Attorney

By: ________________________________
    City Attorney

CITY OF DALLAS
Mary K. Suhm, City Manager

By: ________________________________
    City Manager

COUNTY OF DALLAS

Zachary S. Thompson, Director
Dallas County Health & Human Svcs.

RECOMMENDED BY DIRECTOR:

Jerry Killingsworth, Director
Housing / Community Services Department

APPROVED AS TO FORM:

Bob Schell
Assistant District Attorney

COUNTY OF DALLAS

Jim Foster
County Judge
WHEREAS, the City of Dallas is in need of a Health Authority to protect the public health of Dallas citizens and to perform all duties as prescribed by the Texas Board of Health in accordance with Chapter 121 of the Texas Health and Safety Code; and

WHEREAS, Dallas County has agreed to allow its Health Authority to serve as the designated Health Authority for the City of Dallas; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Government Code, Vernon's Texas Code Annotated, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of said Act;

NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into an interlocal Agreement with Dallas County Health and Human Services to provide professional services of its Health Authority to the City for the period October 1, 2009 through September 30, 2011, and execute any and all documents required by this agreement.

Section 2. That the City Controller is hereby authorized to disburse funds from Fund 0001, Dept. HOU, Unit 4023, Object Code 3099, Encumbrance No. CTGH184117, Vendor No. 254643, in an amount not to exceed $10,000 per year (subject to annual appropriations).

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION: Environmental and Health Services
City Attorney's Office
Office of Financial Services, 4FN

APPROVED BY
CITY COUNCIL
09-2299
September 23, 2009
December 23, 2009

To: Members of the Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.
Subject: Policy Revisions – Sheriff's Department Civil Service Rules and Regulations

Background
The Human Resources/Civil Service Department requests approval to forward the attached Sheriff's Department Civil Service Commission Rules and Regulations policy changes (Sections related to promotions, demotions, and reduction-in-force) to the vendor for immediate inclusion into Appendix A of the Dallas County Code. The policies have been approved by the Sheriff's Department Civil Service Commission.

Impact on Operations
The revised policies will provide clarification and guidance to supervisors, managers, and employees when addressing these issues.

Financial Impact
Adoption of the policies will not impose any additional financial impact to the County.

Strategic Plan Compliance
Recommendations in this briefing are consistent with Dallas County's Strategic Plan Vision 1: Dallas County is a model interagency partner.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve forwarding the attached policies to the vendor for immediate inclusion into Appendix A of the Dallas County Code.

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

501 Main Street
Dallas, Texas
Equal Opportunity Employer
214.653.7638

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DEFINITIONS

2.00 Administrator.
Person named by sheriff's department to conduct a formal civil service hearing.

2.01 Commission.
Dallas County Sheriff's Department Civil Service Commission.

2.02 Department.
Dallas County Sheriff's Department.

2.03 System.
Dallas County Sheriff's Department Civil Service System.

2.04 Employee.
An employee of the Dallas County Sheriff's Department. The term includes a deputy sheriff.

(1) Classified employee.
(a) Category A. The executive chief deputy, chief deputies, assistant chief deputies, public information advisor, legal advisor, remaining category A positions (limited to ten positions) to be named by the sheriff and filed with the commission. Category A employees serve at the discretion of the sheriff. If they are demoted or removed for reasons other than discipline, and if they are certified law enforcement officers, they have retreat rights to their previous civil service rank.


(b) Category B. All regular, full-time certified law enforcement employees.

(c) Category C. All other regular, full-time employees who are paid from county funds.

(d) Category D. All regular, full-time employees paid from other than county funds, such as grants, contracts, self-supporting projects, etc. Grant employees are covered by civil service rules, except they are not eligible for back pay or reinstatement beyond the termination of the funding sources.

(2) Excluded employee. All Dallas County Sheriff's Department employees who are exempt from the civil service system as outlined in V.T.C.A., Government Code § 158.038(b) or by the Attorney General of Texas' opinion(s) are excluded from the civil service system. Additionally all
temporary, full-time employees; regular, part-time employees or temporary, part-time employees are excluded from the system.

2.05. Regular, temporary, full-time and part-time employees.

The following four definitions of employees are for payroll as well as for civil service purposes:

(1) **Regular, full-time employee.** An individual employed by the department on a continuing basis without limitation as to duration of employment and has a regularly assigned work schedule of 40 hours per week or more, less authorized leave without pay.

(2) **Temporary full-time employee.** An individual employed by the department to perform a job for a limited period of time, generally not to exceed 1,000 hours and who has a regularly assigned work schedule of 40 hours per week or more. Temporary employees are generally not eligible for paid leave (vacation, sick, holiday), or insurance benefits. Specific benefits should be reviewed for individual employee eligibility.

(3) **Regular part-time employee and sheriff's department bailiff pool.** An individual employed by the department on a continuing basis without limitation as to duration of employment and who has a regularly assigned work schedule of less than 40 hours per week. Part-time employees are generally not eligible for paid leave (vacation, sick, holiday), seniority pay, or insurance benefits. Specific benefits should be reviewed for individual employee eligibility.

(4) **Part-time temporary employee.** An individual employed by the department to perform a job for a limited period of time, generally not to exceed 1,000 hours and who has a regularly assigned work schedule of less than 40 hours per week. Part-time employees are generally not eligible for paid leave (vacation, sick, holiday), or insurance benefits. Specific benefits should be reviewed for individual employee eligibility.

(Ord. No. 2007-1172, 6-5-2007)

2.06. Inactive employee.

An employee who is on approved leave of absence without pay, in excess of 31 continuous days, but not to exceed 180 days, and who does not accrue length of service credit for benefit purposes. Leave of absence creates a delay in merit increase, step increase and retirement vesting.

2.07. **Initial Employment Probationary periods**

These period of time consisting of the first six months (12 months for certified law enforcement personnel) of employment with the department, from the employee's effective date of full-time employment, for as a regular, full-time employees in which they must demonstrate their ability to satisfactorily perform the duties required. During this time period, law enforcement employees are given twelve months (six months for civilian/non-law enforcement employees) to demonstrate their ability to perform their job duties and meet the performance expectations of the Sheriff's Department. The
The immediate supervisor will periodically evaluate and advise the employee of his progress and assure that the employee receives any necessary training required in order for the employee to successfully perform the job duties. Failure of the employee to perform satisfactorily during the probationary period will result in dismissal without right to appeal. For positions certified by the state (detention service officer and deputy), the probationary period starts the day they graduate from training and are certified by the state agency, i.e., complete certification testing successfully.

A. Non-Law Enforcement/Civilian personnel: Please refer to Section 86-271 (Initial Employment Probationary Period) of the Dallas County Code.

B. Law Enforcement: For positions licensed by the state (such as detention service officer and deputy), the initial twelve month employment probationary period will begin the day the employee graduates from training and is certified by the state agency (i.e., complete licensing testing successfully). The following guidelines shall apply during the initial employment probationary period:

1. The employee must demonstrate the ability to satisfactorily perform the assigned job duties.
2. The employee does not have civil service coverage or appeal rights.
3. Newly hired employees shall be informed of the initial employment probationary period when they are hired.

C. An employee who has attained civil service coverage after completion of the initial probationary period retains civil service coverage and has appeal rights in the event of a lateral transfer, promotion, or demotion, if applicable. For information on performance probation after a promotion, please see Section 86-495 (Performance Probation) of the Dallas County Code.

D. An employee who has completed the initial six month probationary period as a non-law enforcement/civilian (i.e., clerk or courtesy patrol), retain appeal rights during the training for a detention service officer or deputy, but must complete a twelve month performance probationary period once they graduate from training and are licensed by the state.

Employee Status Changes.
An employee's civil service coverage may be impacted if the employee:

D. **Moves to a Non-Civil Service Position.** A civil service employee who moves to a position not under the jurisdiction of the civil service system loses all civil service coverage and does not have appeal rights to the Sheriff’s Department Civil Service Commission.

E. **Moves from a Non-Civil Service Position to Civil Service Position.** A non-civil service employee who moves to a civil service position must satisfactorily complete the initial twelve months for law enforcement personnel (if applicable) to gain civil service coverage or appeal rights to the Sheriff’s Department Civil Service Commission.
2.08. Termination of employment.

The discontinuance of an employee's service with the department as a result of resignation, dismissal, reduction-in-force, retirement or death.

2.09. Class.

A class consists of all jobs regardless of departmental locations, that are sufficiently alike in duties and responsibilities to be called by the same descriptive title, to be accorded the same pay scale under like conditions, and to require substantially the same education, experience and skills on the part of the incumbents.

2.10. Appointing authority.

An appointing authority is a term that may be used in place of the sheriff. It is a position that is or has been delegated the authority to hire or terminate employees.

EMPLOYMENT PROCEDURES

2.11. Application for employment.

Any person desiring employment with the sheriff department must first complete an application form for employment.

2.12. Minimum qualifications; vacancy must exist.

The completed application form must be returned to the sheriff's department resource division or county human resources and selected applicants will be interviewed if the application indicates they have the minimum qualifications and if an appropriate vacancy exists.

2.13. Screening of applicants and Performance Testing. (came from 2.22 below)

The department resource division shall screen all applicants applying for civil service positions to assure that they meet the minimum qualifications for the job. Applicants will be required to pass performance tests to qualify for positions where applicable which have appropriate tests developed. The Sheriff's Department Civil Service Commission shall approve the scope and content of such tests.


A completed and approved request for personnel (P/CS 101) must be submitted by the sheriff before interviews will be conducted.

2.15. Interview.

Selected applicants who meet the qualifications set out in the job description shall then be interviewed. Those selected shall be the most qualified if an objective test has been performed, or the first to be qualified if it is a subjective criteria.
2.16. Physical and polygraph examination.

All applicants and re-appointed employees of more than six months of absence will be required to take and pass a physical examination and a polygraph exam (if required for that position) as a precondition to employment. Both examinations are provided at the county's expense. Background investigations shall be conducted on all final candidates.

2.17. Starting salary above minimum.

No starting salary, other than the minimum salary of the proposed position/class, will be mentioned to prospective employees during interviewing by departmental personnel. Any starting salary above the minimum must be cleared through the auditor's office for availability of budget funds, and the county human resources/civil service department for compliance with compensation policies prior to an offer being made to a prospective employee.

2.18. Forms and orientation.

All new employees will report to a designated department representative on their first day of work to process necessary forms and to be oriented.

2.19. Social security number required.

All applicants and employees are required to have a social security number. All law enforcement positions in the department require proof of citizenship.

(Ord. No. 2007-1172, 6-5-2007)

2.20. Age of appointees.

All applicants and employees shall have attained the minimum age of 16 years for civilian positions and 18 years for law enforcement positions, and must be able to provide proof of age (either driver's license or birth certificate), or a higher age as may be required by state law or as a bona fide job qualification.

2.21. Incorrect data on application; cause for dismissal.

Any material misrepresentation of facts or failure to report pertinent data on the application form shall be just cause for dismissal or refusal to hire.

2.22. Performance tests—MOVED TO 2.13

Prospective employees will be required to pass performance tests to qualify for positions which have appropriate tests developed. The sheriff's department civil service commission shall be the final judge of the scope and content of such tests.

2.22. Performance Evaluations.

The Department shall ensure appropriate, effective training and feedback are provided to all employees. Therefore, during either probationary periods (initial
employment and performance), the immediate supervisor shall regularly meet with the employee to:

1) clearly communicate the job duties and performance standards;

2) advise the employee of his progress and ensure training to successfully perform the job duties;

3) complete performance evaluations after the first three months and immediately preceding the completion of the six months of the probationary period or more often if desired; and

4) ensure that the employee has an overall performance rating of at least 2.75 for satisfactory completion of the employment probationary period. An employee's failure to satisfactorily complete the initial employment probationary period will result in dismissal without right to appeal. Failure of an employee to complete the performance probationary period may result in termination, demotion, or a lateral transfer contingent upon job vacancies and solely at the discretion of the Sheriff.

IV. Failure to Receive Performance Evaluations. Employees who have not received their formal performance appraisals within 31-days after the due date of the three and six month review are encouraged to discuss it with their supervisors or to immediately contact their department's human resources representative or the central human resources department.

2.23. Classification of employee.

Each employee will be classified as a regular/full-time employee unless otherwise specified at the time of hiring.

NEPOTISM

2.24. Violating laws.

The hiring of employees shall not violate the laws against nepotism as contained in the Penal Code or the Government Code, ch. 573 of the State of Texas or other applicable laws.

2.25. Relatives working in same section prohibited.

Applicants who have members of their immediate family presently working for the department will not be allowed to work in the same section nor may a supervisory relationship exists; nor may future intradepartmental transfers result in such relationships.

No restrictions shall be placed on employee benefits, salary, and/or opportunities for advancement because of family relationship unless it conflicts with section 2.24 or 2.25.

2.27. Immediate family defined.

"Immediate family" includes: husband, wife, child, step-child, brother, sister, niece, nephew, step-brother, step-sister, parent, step-parent, grandparent, grandchild, aunt, or uncle. Any person serving as parent/guardian, or any relative living in the same household also are included.

EQUAL EMPLOYMENT OPPORTUNITY

2.28. Equal employment.

It is the department's policy to provide equal employment. It will recruit, hire, and promote in all job classifications without regard to race, religion, color, national origin, sex (including pregnancy), age, disability or political affiliation. It is the department's policy to assure that all other matters affecting employees including compensation, benefits, transfers, demotion, layoffs, returns from layoff, county sponsored training, social and recreation programs, will be administered without regard to race, religion color, national origin, sex (including pregnancy), age, disability or political affiliation.

2.29. Bona fide occupational qualifications.

The preceding policy however is not to be construed to prohibit the department from establishing bona fide occupational qualifications as defined by the Labor Code, reasonably necessary to the normal operation of the particular position.

LATERAL TRANSFERS

2.30. Definition.

A lateral transfer is defined as the movement into a job that has the same pay grade as the person's previous position. An employee transferring laterally shall not receive a salary increase or decrease or change in review date.

2.31. Transfers discouraged.

A lateral transfer of an employee from the department to another county department within the same job classification is generally discouraged unless it is of benefit to both the department and the employee in order to improve productivity or morale.

2.32. Transfer; two-week notice.

Any non-probationary employee that is accepted for a lateral transfer between county departments shall give his supervisor/department head two weeks prior notice before transferring between departments unless a mutual agreement of lesser or greater notice is made between the two affected department heads.
2.33 Approval by sheriff.

Intradepartmental lateral transfers are subject to the approval, and at the discretion, of the sheriff. Lateral transfers can be grieved only to the level of bureau commander (the bureau desired) and not to the commission.

PROMOTIONS

2.34. Definition.

For non-law enforcement personnel a promotion is the advancement of an employee from a lower salary grade to a higher salary grade. For law-enforcement personnel, official promotions are made based on an approved civil service promotional list, if applicable.

2.35. Advancement.

It is the policy of the department and the civil service commission policy to give qualified employees advancement opportunities whenever possible. In order to qualify for a promotion, the employee must satisfy all qualifications. Employees will be those that meet requirements and guidelines, to be as determined and formulated by the commission. Civilian and law enforcement employees follow different paths in the promotional process.

2.36. Filling Job Vacancies notice-posted.

When a vacancy occurs, the Sheriff shall (a) determine when to fill the position based on operational and/or business needs; (b) the department must verify that a position vacancy has appropriate funding (salaries and benefits associated with the vacancy have been paid), and there are no pending grievances/appeals for the position under consideration; and (c) when the decision is made to fill the vacancy, the Sheriff must follow all applicable civil service rules and regulations. When a vacancy is created in a department, a job opening notice (Form P/CS 102) shall be posted on the detail board in order to determine if any current employees are interested and qualified.

2.37. Review qualifications.

Interested employees must notify their immediate supervisor and contact the department's resource division to have their qualifications reviewed. Some positions may require testing (i.e., detention service officer and deputy). The most qualified detention service officer candidates will be placed in the DSO academy where they must satisfactorily complete the training program as well as pass the TCLEOSE written exam. The most qualified deputy candidates will undergo a rigorous selection process and will be placed in the deputy academy where they must satisfactorily complete the training program as well as pass the TCLEOSE written exam, and the field training program.

2.38. Interviews.

Qualified employee applications shall be sent referred to the supervisor where the vacancy exists and where interviews will be conducted.
2.39. New salary grade.

Salary ranges for promotional increases are as follows:

(1) Non-law enforcement employees receiving a promotion shall be placed in the appropriate new salary grade and be given a salary which will assure him of a minimum of five percent; or a maximum of five percent per pay grade of advancement, not to exceed a maximum of 20 percent; or the maximum in hire salary, (based on qualifications), whichever is greater.

(2) Law enforcement and detention officer promotions shall include a ten percent increase and be accomplished by placement in the closest step in the promotional grade which meets or exceeds the ten percent increase in salary. Promotion to corporal shall be limited to five percent and to the closest higher step.

(3) Employees who transition from civilian employee to law enforcement employee or vice versa will be treated as new hires in accordance with the applicable policy or plan.

2.40. Promotions; two-week notice.

Any employee who is accepted for a promotional transfer between departments shall give his supervisor/department head two weeks prior notice before transferring between departments unless a mutual agreement of lesser or greater notice is made between the affected department heads.

2.41. Promotional probation.

A. An employee who is promoted to a higher grade level shall be placed on a six-month probationary period from his effective date of promotion, (exception: detention service officers and deputies begin their twelve month probationary period from the day they graduate from training and are licensed by the state agency) during which time the employee must satisfactorily demonstrate his ability to perform the duties required. The following guidelines shall apply:

(1) The immediate supervisor department will ensure that appropriate, effective training is provided;

(2) The employee shall receive three and six month performance appraisals;

(3) Additional formal feedback may be given at the department's discretion, e.g., weekly/daily training assessments, performance standards, etc.; and

(4) If an employee does not receive their performance evaluation, the employee should request it from their department supervisor. If the employee does not receive the performance evaluation within 30 days of the due date, employee should notify their Human Resources Representative periodically evaluate and advise the employee of his progress and assure that
the employee receives any necessary training required in order for the employee to successfully perform the job duties.

B. Failure of the employee to perform satisfactorily perform the assigned job duties during the probationary period may will result in the following:

(1) Demotion back to the employee's old position and salary with the Sheriff's department head's approval;

(2) Transfer to another suitable position; or

(3) Termination in the event no suitable positions are open.

C. Civil Service covered employees who are transferred, promoted or demoted with civil service coverage will retain their coverage during the probationary period in the new position. They do not start their initial employment probationary period over again, unless they terminate employment with Dallas County and return at a later date. While the department may take any of the actions outlined in Section 2.41(B), documentation will be required and an employee is eligible to appeal such actions to the Sheriff's Department Civil Service Commission, with the exception of transfers (Section 2.41(B-2)).

2.42 Resolution of Promotion Sequence. Promotional Guidelines for Law Enforcement

A. For designated law enforcement positions, the following promotional guidelines shall apply:

(1) Promotions are made from an official promotional list approved by the Sheriff's Department Civil Service Commission;

(2) This official promotional list is good for one-year unless extended by the civil service commission;

(3) An officer's promotional rank is determined by his test score for that rank;

(4) An officer is promoted from the official promotional list based on his ranking on the promotional list. For seniority purposes, the officer ranked #1 on the promotional list will be considered to have been promoted before the officer ranked #2, etc., even when the department administratively decides to promote them on the same day;

(5) An officer may be promoted on a temporary basis without following the formal promotional process. However, the officer receives no credit for time in rank while in a temporary assignment;

(6) When a vacancy occurs, the Sheriff shall
   a. determine when to fill the position based on operational and/or business needs;
   b. the department must verify that a position vacancy has appropriate funding and there are no pending grievances/appeals for the position under consideration; and
   c. when the decision is made to fill the vacancy, the Sheriff must follow all applicable civil service rules and regulations.

B. Promotional Sequence.
When law enforcement officers are promoted, the following promotional
sequence will apply:

1) For the vacancy under consideration, the officer with the highest
ranking on the applicable civil service promotional list shall be
promoted first. If there is a tie between officers, then consideration is
given to:

2) Seniority in the rank the officers currently hold. If there is still a tie,
then consideration is given to:

3) Ranking on the promotional list for the rank the officers currently hold.
If there is still a tie, then consideration is given to:

4) Seniority in the next lower rank held. If there is still a tie, then
consideration is given to:

5) Ranking on promotional list for the next lower rank held. If there is still
a tie, then consideration is given to:

6) Seniority within the department.

Example:
1) Officer A and B took the Lt. promotional exam and both scored 99. Since
there is a tie because they both made the same score (99), consideration
is given to the officer who has the most seniority as a sergeant (which is
their current rank).

2) Upon review of seniority as a sergeant, the department made an
administrative decision to promote both officers on the same day.
However, consideration must be given to the ranking on the
promotional list for sergeant to determine who has more seniority. The
officer with the higher score would have more seniority.

3) Upon review of ranking on the promotional list, both officers scored 95 on
their sergeant examination. Since there is still a tie (95), consideration is
then given to "who has the most seniority in the prior rank" (deputy).

4) Upon review of seniority as a deputy, both officers were hired on the
same day. Consideration is then given to their ranking on the
promotional list for deputy (prior rank).

5) Upon review of ranking on the promotional list, both officers scored 94 on
their deputy examination. Since there is still a tie (94), consideration is
then given to "who has the most seniority in the sheriff's department."

If there are questions regarding the promotional process, please contact the
secretary to the Sheriff's Department Civil Service Commission for clarification.

In the event of a question regarding who should receive a promotion when
candidates make the same test score, the determining factor will be as follows: (1)
Seniority in rank immediately below the rank for which the most recent test was given. If
there is still a tie, (2) the test score on the promotional list immediately below the rank for
which the test was given will be used. If there is still a tie, (3) seniority within the sheriff's
department will be used to determine order of promotion.

DEMOTIONS

2.43. Definition.

A demotion is a reduction of an employee from a higher salary grade to a lower
salary grade as a result of: 1) the inability of the employee to fulfill the functions of the
job; 2) the employee's request for such change; 3) disciplinary action; 4) reduction-in-force; or 5) significant changes as a result of organizational or program changes over which the sheriff has no control, such as reorganizations.

2.44. Authority.

The sheriff has the authority to demote employees for just cause as defined in chapter V of this policy. The demoted employee's new salary grade will be determined by the county's compensation policy.

2.45. Reserved.

REDUCTION-IN-FORCE

2.46. Definition.

A reduction-in-force means a decrease in the number of authorized employees resulting from a discontinuance of services, organizational changes, or change in funds authorization, and is not to be considered a disciplinary action.

2.47. Determination.

Changes in position authorization required in a reduction in force will be determined by commissioner's court and will be initiated by the ordered reduction of budgeted funds, or the reduction of authorized positions in specific departments/sections.

2.48. Referral for reassignment.

Whenever possible, employees occupying positions to be deleted due to a reduction in force in one department/section shall be referred for reassignment to other position openings for which they are qualified in the same or other departments/sections by coordinating this action with the department's resource division.

2.49. Retention.

Retention of employees will be based on length of service in the position rank.

2.50. Seniority.

A. Length of service of an employee for inclusion in layoff ratings shall be based upon the number of calendar months of continuous departmental service in the affected employee's current classification. Length of service of an employee for inclusion in layoff ratings shall be based upon seniority in rank. Seniority in rank is determined by how long an officer has occupied his/her current rank. If more than one officer have the same date of rank, then seniority is based on the ranking on the official promotional list for their current rank. An officer ranked #1 (highest score) on the official promotional list for their current position will have been considered to have more seniority before officer #2, #3, #4, etc. on the official promotional list. Therefore, the layoff sequence order shall be
officers #4, #3, #2, and #1.

B. Layoff Sequence when tie.
When there is a tie for a reduction in force, the following layoff sequence will apply:

(1) The officer with the lowest ranking on the official promotional list for his/her current rank shall be the first to be laid off. If there is a tie between officers, then we will consider:

(2) Seniority in the next lower rank and subsequent rank (if applicable) held. If there is still a tie, then we consider:

(3) Ranking on promotional list and subsequent lists (if applicable) for the next lower rank held. If there is still a tie, then we consider:

(4) Seniority with the department.

For further clarification, the following example illustrates the definition of "Seniority in Rank."

Example: Officers A and B were promoted to Sergeant from the promotional list of 2007 on the same day, April 2, 2007. Officer A's score was 90 on the Sergeant exam of 2007. Officer B's score was 80 on the same exam and promotional list. During a Reduction in Force in 2008, Officer A has more seniority in rank than Officer B because although they were both promoted on the same day, his score (90) is greater than Officer B's score of 80.

C. Periods of absence on leave without pay shall not be credited as continuous departmental service. Length of service in the class for which the layoff is computed shall include service in any other class deemed by the sheriff, subject to the approval of the sheriff's department civil service commission, to be equal to, or greater than the employee's current classification. An employee who resigns from the department, or is dismissed for cause, shall lose all seniority credited to him/her prior thereto, and subsequent reinstatement or reemployment of the employee shall not restore the seniority so lost. Any non-law enforcement employee laid off shall after timely reinstatement (one year) regain the seniority credit he/she possessed at the time of layoff. Any sworn law enforcement employee laid off shall, after timely reinstatement (two years) regain the seniority credit he/she possessed at the time of layoff.

2.51. Option of demotion.
A regular employee shall, in lieu of layoff, be afforded the option of demotion within the department to a position of the next lower grade or class; provided that no such demotion shall in turn require layoff or demotion from such lower grade or class of any employee whose layoff rating in his/her own class is at least as high as that of the other employee. The salary of a non-law enforcement employee being reduced in job grade due to a reduction in force, will be determined by the sheriff, but shall not be greater than his/her current salary nor greater than the maximum of the prescribed salary range of their new position. The salary of a law enforcement employee being reduced in job grade due to a reduction in force will be determined by the sheriff, but shall not be greater than the maximum step allowed, had the employee remained in the lower job grade.

2.52. Grant funded employees.
Non-law enforcement employees, who are hired into grant-funded positions from the external job market, are specifically excluded from bumping employees in regular, full-time positions funded from the general fund but are permitted to bump employees within the same grant.

Non-law enforcement employees, who are promoted into or otherwise transferred to grant-funded positions, are allowed to bump based on seniority other regular, full-time non-law enforcement positions funded from the general fund.

Law enforcement employees are allowed to bump based on seniority other regular, full-time law enforcement positions funded from the general fund.

2.53. Employee to be reinstated.

If a non-law enforcement employee is laid off as the result of a reduction in force, and if within a period of one year thereafter, a vacancy should occur in the same department and in the same or in a lower class, the employee shall be reinstated in the vacant position, provided that such employee is willing to accept the offered employment, and provided further that such employee meets all bona fide job qualifications for the position.

If a sworn law enforcement employee is laid off as the result of a reduction in force, and if within a period of two years thereafter, a vacancy should occur in the same department and in the same or in a lower class, the employee shall be reinstated in the vacant position, provided such employee is willing to accept the offered employment, and provided further that such employee meets all bona fide job qualifications for the position.

2.54. Restoration of benefits.

All employees being reinstated from reduction in force status will be subject to restoration of benefits and salary level as determined by the county's compensation policy.

2.55. Promotional increases for demoted employees.

All non-law enforcement employees accepting a demotion in lieu of layoff shall be eligible to receive promotional increases greater than what is allowable under promotional policies, but not to exceed their salary at time of demotion.

All law enforcement employees accepting a demotion in lieu of layoff shall be eligible to receive promotional increases greater than what is allowable under promotional policies but not to exceed their maximum earned step had they retained the higher grade.

2.56. Preference.

When more than one laid off person qualifies for reinstatement under, this section, the preference shall be given to the person laid off last.
Date: January 5, 2010
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Amendment to the 2009 HealthSmart Solutions Agreement to Continue 2010 Administration of PEBC Dental Run-Out Claims Incurred on/before 12/31/09

Background
Currently HealthSmart Benefit Solutions administers PEBC Dental Claims for services incurred through 12/31/2009. Delta Dental will administer PEBC Dental Claims beginning 1/1/2010. The purpose of this briefing is to amend the 2009 HealthSmart Benefit Solutions Agreement with Dallas County (PEBC) so HealthSmart will be able to continue 2010 administration of PEBC Dental Plan claims incurred on/before 12/31/09. These are run-out claims only with Dallas County being charged the following monthly rates:

- January 2010 – 100% of current rate of $1.95 per employee per month (PEPM) according to late December PEBC Dental Plan census.
- February 2010 – $0.98 or 50% of current rate rounded up according to late December PEBC Dental Plan census.
- March 2010 – continue administration at no cost.
- All other terms remain in place.

Impact on Operations
None

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 the Commissioners Court approve the amendment to the 2009 HealthSmart Benefit Solutions Agreement with Dallas County (PEBC) to allow HealthSmart to continue 2010 administration of PEBC Dental Plan run-out claims incurred on/before 12/31/09 at the rates as outlined above.

Recommended by: Mattye Mauldin Taylor, Ph.D.

Attachment
BACKGROUND: The City of Dallas wishes to contract with the Dallas County Tax Assessor/Collector to refuse to register or re-register certain motor vehicles when the County Tax Assessor-Collector receives information from the Texas Department of Motor Vehicles (the “Department”) registration system that the owner of the vehicle has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law under Section 702.001 of the Transportation Code. In addition, the Agreement addresses the circumstances in which the City may list debtors on Dallas County Wanted website (“DCW”).

OPERATIONAL IMPACT: At this time, the impact to the Tax Office is small. When identifying a “scofflaw” flag on the TxDMV system, the motor vehicle clerk in the tax office will refer the citizen to management who will explain the scofflaw process and give the customer an instruction sheet explaining the steps necessary to resolve their outstanding fines and/or fees, along with a map showing directions to the Municipal Court Offices.

FINANCIAL IMPACT: No additional staff is needed for the Tax Office at this time. Dallas County will gain revenue in the amount of $5.24 per vehicle record eligible for flagging as defined by TxDMV. If records are unable to be flagged by TxDMV, they will be listed on Dallas County Wanted for $1 per record.

STRATEGIC PLAN: This recommendation meets the County’s Strategic Goal #1, Traditional Service Provider – ensures the maintenance and delivery of programs and services for Dallas County stakeholders.

LEGAL: The Dallas County Judge’s signature is required on the contract after approval from Commissioner’s Court. The contract has recently been revised and approved by the DA’s Civil Division.

RECOMMENDATION: The Dallas County Tax Office recommends that this contract with the City of Dallas be approved and executed.
January 5, 2010

BRIEFING MEMORANDUM

TO: Honorable Commissioners Court

FROM: Duane Allen Gallup
ADR Coordinator representing the ADR Steering Committee

SUBJECT: BRIEFING TO NAME MEMBERS OF DALLAS COUNTY'S DISPUTE RESOLUTION BOARD (DRS) FOR 2010-2011

BACKGROUND

Dallas County has established, and there is in place, an alternative resolution system, also known as a "dispute resolution system" (hereafter “DRS”) for the peaceable and expeditious resolution of citizen disputes pursuant to the provisions of Chapter 152, Texas Civil Practice & Remedies Code (“T.C.P. & R.C.”).

On November 10, 2009, The Dallas County Commissioners Court created a DRS Board to be comprised of fourteen (14) persons: 1) the Dallas County ADR Coordinator, 2) The Dallas County Budget officer or designee, 3) the current Chair of the Dallas Bar Association (“DBA”) ADR Section; 4) a representative of the Vendor; 5) one (1) active, experienced mediator who is a member of the State Bar of Texas; 6) five (5) active judges from the courts serving Dallas County contemplated by Section 152.003 of the T.C.P. & R.C., namely the family district, civil district, county courts at law, probate, and justices of the peace; 7) one (1) member of the State Bar of Texas who is not a mediator but is an experienced advocate and consumer alternative dispute resolution services; 8) three (3) public members who are a consumers of services of the DRS. The persons selected shall represent a diverse cross-section of the population of Dallas County. With the exception of the Dallas County ADR Coordinator, the Chair of the DBA ADR Section and the Vendor Representative, all Board members shall serve two (2) year terms with the option to be reappointed at the pleasure of the DCCC. The five (5) court representatives are to be selected by their respective court colleagues.

Applications and resumes have been submitted for consideration for the remaining positions on the DRS Board, of which Dallas County’s ADR Coordinator, along with DMS, have selected and agreed upon their final selection to present to the Court.
RECOMMENDATION

Dallas County’s ADR Coordinator, Duane Gallup, and DMS’s CEO, LaCrisia Gilbert, jointly present the following recommendations:

1. The five court representatives will be appointed by the colleagues they represent, current selections include:
   I. A Civil District Judge – to be determined by vote among Civil District Courts,
   II. A Family District Judge – Honorable Marilea Lewis
   III. A County Court at Law Judge – Honorable D’Metria Benson
   IV. A Probate Judge – Honorable Michael Miller
   V. A Justice of the Peace Judge – Honorable Michael Petty

2. The ADR Coordinator, currently Duane Gallup will serve as Secretary of DRS Board;
3. DMS’s CEO, currently LaCrisia Gilbert, will serve on the DRS Board;
4. The Director of the Office of Budget Evaluation, currently Ryan Brown, will serve as a member of the DRS Board;
5. The Chair of the Dallas Bar Association’s ADR Section for 2010, Melodee Armstrong, will serve on the DRS Board;
6. The Experienced Mediator & member of the Texas Bar will be either Maribeth Schlobohm, or Susanne Duvall;
7. The member of the Texas Bar that is not a mediator will be Mark Carroll, Esq.;
8. The three public members will be:
   I. Irene Zucker
   II. Ray Green
   III. Jenifer M. Oborny

OPERATIONAL IMPACT

This recommendation will impact the DRS in a positive manner by allowing all stakeholders of the DRS to be given a voice in maintaining the system and in planning for the future.

FINANCIAL IMPACT/CONSIDERATIONS

The board will be comprised of volunteers; thus, no financial impact to Dallas County.

STRATEGIC PLAN

These recommendations fit Dallas County’s Strategic Plan by helping maintain programs and services to improve Quality of Life.

RECOMMENDED BY:  
Duane Gallup – ADR Coordinator
OFFICE OF THE DIRECTOR

December 18, 2009

TO: Commissioners Court
THROUGH: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner
FROM: Cathy Causey Self, Forensic Operations Administrator
SUBJECT: City of Dallas FY2010 Interlocal Agreement for Forensic Laboratory Services

Background

The Institute of Forensic Sciences Criminal Investigation Laboratory (CIL) performs a variety of forensic analyses for City of Dallas departments (City) on a fee for service basis. On January 27, 2009, the Commissioners Court approved a renewal Interlocal Agreement (ILA) with the City of Dallas for forensic laboratory services. The term of that agreement was October 1, 2008 through September 30, 2009. The City is requesting an updated ILA with Dallas County to permit continuation of service provision to the City and reimbursement to the County for forensic services utilized by the Dallas Police and Fire Departments (see Attachment A).

The purpose of this briefing is to summarize the agreement terms and to request approval of the updated ILA for the provision of forensic laboratory services to the City.

Impact on Operations

The Description of Work statement in the agreement calls for the provision of various analytical services, including physical evidence analyses, toxicological analyses, and "other similar forensic analytical services". The description of work is consistent with the services that currently are provided to the City by the CIL (Breath Alcohol Technical Supervision services are covered under a separate agreement).

Based on review of the ILA and discussions with Dallas Police Department staff, execution of the ILA agreement is not expected to result in any operational changes.

Fiscal Impact

The Payment section of the contract calls for payment in accordance with the approved Institute fee schedule following completion of work by the CIL and receipt of an invoice. The total payments to be made by the City during the contract term are limited to $3,800,000; during FY09, the City
incurred approximately $2.7 million in charges for services provided by the CIL. The City is responsible for monitoring payments made under the agreement, and has agreed that the contract payment cap does not relieve the City of the obligation to pay for services provided by the CIL at the City's request.

The Payment section also includes a requirement that the County provide 30 days advance written notice of any changes in the fee schedule related to services received by the City. A copy of the Institute's current fee schedule will be included as Exhibit A of the ILA.

**Contract Term**

The contract term is October 1, 2009 through September 30, 2010.

**Legal Issues**

The ILA was originally developed by the City Attorney's Office following a review of City purchasing arrangements based on the amount of money paid to the County by the City for forensic laboratory services.

The content and conditions of the proposed agreement are the same as those approved by the Court in the FY09 ILA, with the exception of the updated agreement term.

The District Attorney Civil Division has reviewed and approved the agreement as to form.

**Strategic Plan Compliance**

The proposed agreement is consistent with Vision 1 regarding interagency partnership and collaboration and the strategies contained in Vision 3 for public safety.

**Recommendation**

The Institute of Forensic Sciences recommends approval of the updated ILA with the City of Dallas for the provision of forensic laboratory services and that the County Judge be authorized to sign necessary related documents on behalf of Dallas County.

cc: Thao La, Assistant District Attorney, Civil Division

Attachment
STATE OF TEXAS
COUNTY OF DALLAS

INTERLOCAL AGREEMENT
FOR
FORENSIC LABORATORY SERVICES

THIS CONTRACT is made and entered into by and between the CITY OF DALLAS, a municipal corporation, located in Dallas, Texas, hereinafter called “City,” and DALLAS COUNTY, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES AT DALLAS, hereinafter called “County.”

1. DESCRIPTION OF WORK

For the consideration hereinafter agreed to be paid to County by City, County shall provide toxicological, environmental and physical evidence analysis and other similar forensic analytical services for the Dallas Police Department and Dallas Fire Department, in the City and County of Dallas, Texas, hereinafter called the “Services.” The Services are to be performed in a competent and professional manner, and performance shall conform to applicable professional standards for the Services. County shall also perform the Services in a timely manner, consistent with the needs of the Dallas Police and Fire Departments.

2. PAYMENT FOR SERVICES

Upon completion of periodic work by County, City will pay County in accordance with the approved County fee schedule for the Services (Exhibit A), within 30 days of receipt of County’s invoices. Each invoice shall be accompanied by sufficient backup information as required by City. However, total payments by City during the term of this Contract shall not exceed $3,800,000.00 (three million eight hundred thousand and no/100 dollars) which amount (or a portion thereof where the Contract term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Contract. City shall be solely responsible for monitoring payments under this Agreement, and the not-to-exceed amount shall not relieve City of its obligation to pay County for Services rendered at City’s request. County shall provide at least thirty (30) days advance written notice of any changes in the fee schedule for any of the Services performed under this Agreement. Any changes in the fee schedule that require an increase in the not-to-exceed amount of funding for this Agreement shall be approved by written supplemental agreement approved by both the Dallas City Council and the Dallas County Commissioners Court.

3. TERM

The term of this Agreement shall commence on October 1, 2009 and terminate on September 30, 2010, unless sooner terminated in accordance with the provisions of this Agreement. City may annually renew this Agreement on the same terms and conditions, subject to mutual agreement between City and County regarding the fee schedule for each year of the Agreement.
4. INDEPENDENT CONTRACTOR

County's status in the performance of the Services under this Agreement is that of an independent contractor and not an agent, employee, or representative of City. County and its officers and employees shall exercise independent judgment in performing duties and responsibilities under this Contract, and County is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of County in the performance of this Agreement shall be construed as making County or its officers or employees the agents or employees of City, or making any of County's employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its own employees.

5. RESPONSIBILITY

Both City and County each agree to be responsible for their own negligent acts, errors or omissions in the performance of this Agreement, without waiving any governmental immunity available to either City or County under Texas law and without waiving any defenses of either party under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. TERMINATION

In the event of a non-appropriation of funding by the City Council, the City may terminate this Agreement in whole or in part by giving at least ten (10) days prior written notice thereof to County, with the understanding that all performance under this Agreement shall cease upon the date specified in such notice.

Either party may terminate this Agreement in whole or in part for their convenience upon thirty (30) days advance written notice to the other party. City will compensate County in accordance with the terms of this Agreement for all Services performed for the benefit of City prior to the effective date of such notice.

7. NOTICES

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:
David Kunkle
Chief of Police
City of Dallas
1400 South Lamar Street
Dallas, Texas 75215-1815

Eddie Burns, Sr.
Chief
Dallas Fire Department
1500 Marilla - 7th/South
Dallas, Texas 75201
If intended for County, to:

Jeffrey J. Barnard, M.D.
Director and Chief Medical Examiner
Dallas County
Southwestern Institute of Forensic Sciences at Dallas
5230 Medical Center Drive
Dallas, Texas 75235-7710

8. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by County under this Agreement. City is hereby granted the right to audit, at City's election, all of County's records and billings relating to the performance of this Agreement. County agrees to retain such records for a minimum of three (3) years following completion of this Agreement.

9. APPLICABLE LAWS

This Agreement is entered into subject to the Charter and ordinances of the City of Dallas, as amended, and all applicable state and federal Laws.

10. VENUE

The obligations of the parties to this Agreement will be performed in Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

12. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
14. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

15. ENTIRE AGREEMENT

This Agreement embodies the complete understanding and agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained in this Agreement. Except as otherwise provided herein, this Agreement cannot be modified without written supplemental agreement of the parties.

EXECUTED this the ___ day of ____________, 2009, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 09-______, adopted by the City Council on ________________, 2009, and by County, acting through its duly authorized officials pursuant to County Commissioners Court Order No.__________, dated __________, 200___.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY: ____________________
Assistant City Attorney

APPROVED AS TO FORM:

BY: Bob Schell
Assistant District Attorney
Chief, Civil Division

DALLAS COUNTY, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES AT DALLAS

BY: Jim Foster
County Judge
BE IT REMEMBERED at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 6th day of October, 2009, on motion made by Mike Cantrell, District #2, and seconded by Kenneth A. Meyfield, District #4, the following Order was adopted:

WHEREAS, the Commissioners Court was briefed on September 29, 2009 regarding updates to the Institute of Forensic Sciences fee schedule; and

WHEREAS, the changes are recommended to reflect the current service capabilities of the Institute and to ensure full cost recovery for the services provided by the Institute; and

WHEREAS, the County Auditor's Office has reviewed the proposed fee schedule and concurs that the charges are appropriate to recover the costs of service provision; and

WHEREAS, implementation of the revised fee schedule is within the scope of Vision 1 regarding interagency partnership and collaboration, consistent with Strategy 1.3 regarding sound, financially responsible and accountable governance, and enables and supports the strategies contained in Vision 3 for Dallas County public safety programs; and

WHEREAS, the effective date of the revised fee schedule is October 1, 2009;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court approves the attached fee schedule for the Institute of Forensic Sciences and authorizes the implementation of the revised fee schedule effective October 1, 2009.

DONE IN OPEN COURT this the 6th day of October, 2009

County Judge

Maurine Dickey, District #1

Mike Cantrell, District #2

John Wiley Price, District #3

Kenneth A. Meyfield, District #4

Recommended by: Jeffrey J. Hayneard, M.D., Director.
### Office of the Medical Examiner Service Fees

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<td>3312 1506</td>
<td>Reimbursement - external agency services/per unit</td>
<td>1</td>
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</table>

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Effective 10/1/09
### Criminal Investigation Laboratory Service Fees (all Sections)

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3311</td>
<td>Expert Witness (hearing, trial) - criminal case / per 1/2 day</td>
<td>408</td>
</tr>
<tr>
<td>3311</td>
<td>Expert Consult (case review, meeting) - civil or non-IFS case / per hour</td>
<td>204</td>
</tr>
<tr>
<td>3311</td>
<td>Expert Witness (deposition, hearing, trial) - civil or non-IFS case / per hour</td>
<td>306</td>
</tr>
<tr>
<td>3311</td>
<td>Expert Consult (case review, meeting) - criminal case / per hour</td>
<td>77</td>
</tr>
<tr>
<td>3311</td>
<td>Support staff services / per hour</td>
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<tr>
<td>3311</td>
<td>Evidence Registration / per case</td>
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<td>3311</td>
<td>Evidence Processing and Shipping / per service / per package</td>
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<td>3311</td>
<td>Specimen / Materials Storage / per year</td>
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<td>3311</td>
<td>Response to Interrogatories / per 1/2 hour</td>
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<td>3311</td>
<td>Duplication charge / Scientist / per 1/2 hour</td>
<td>33</td>
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<td>Copy Charge - Miscellaneous / per page</td>
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<td>Affidavit</td>
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<tr>
<td>3311</td>
<td>Use of Institute facilities</td>
<td>128</td>
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<tr>
<td>3311</td>
<td>Evidence photography / per 1/2 hour</td>
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</tr>
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<td>3311</td>
<td>DVD / CD Copy charge</td>
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<td>Color print from slide - 8&quot; x 10&quot;</td>
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<td>Mileage / per diem reimbursement (IFS staff travel for other jurisdictions) / per unit</td>
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<tr>
<td>3311</td>
<td>Reimbursement - external agency services / per unit</td>
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</table>

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Effective 10/1/09
### Toxicology Laboratory Service Fees

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Fee</th>
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<tr>
<td>3311</td>
<td>Drug Screen/Acid Neutral</td>
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<td>3311</td>
<td>Drug Screen/Alkaline</td>
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<td>3311</td>
<td>Alcohols/Acetone</td>
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<td>3311</td>
<td>Solvents/Volatiles</td>
<td>82</td>
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<tr>
<td>3311</td>
<td>Opiate Narcotics (GC/MS)</td>
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<tr>
<td>3311</td>
<td>Cannabinoid Screen</td>
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<tr>
<td>3311</td>
<td>Legal Alcohol/Analysis and Affidavit</td>
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<tr>
<td>3311</td>
<td>Drug/Abuse Screen/additional drug</td>
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<tr>
<td>3311</td>
<td>Pesticides Screen</td>
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<tr>
<td>3311</td>
<td>Metals (Reinsch)</td>
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<td>3311</td>
<td>Metal (AA/ICP)</td>
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<tr>
<td>3311</td>
<td>Gas Chromatography/Mass Spectrometry</td>
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<tr>
<td>3311</td>
<td>Volatile Drugs (Valproic Acid, etc.)</td>
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<td>3311</td>
<td>Infrared Spectroscopy</td>
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<tr>
<td>3311</td>
<td>Benzodiazepines (GC/MS)</td>
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<tr>
<td>3311</td>
<td>Marihuana/Cannabinoids (GC/MS or LC/MS)</td>
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<tr>
<td>3311</td>
<td>Cocaine and Metabolites (GC/MS or LC/MS)</td>
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<tr>
<td>3311</td>
<td>Acetaminophen Quantitation</td>
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<tr>
<td>3311</td>
<td>Carbon Monoxide</td>
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<td>3311</td>
<td>Gamma-hydroxybutyric acid (GHB)</td>
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<tr>
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<td>Cyanide, Quantitative</td>
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<td>Ethylene Glycol</td>
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<tr>
<td>3311</td>
<td>Lead (AA)</td>
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<tr>
<td>3311</td>
<td>Other Analytical-Special Services/half hour</td>
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<tr>
<td>3311</td>
<td>Salicylates</td>
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<td>Vitreous: Humor Electrolytes</td>
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<td>3311</td>
<td>pH</td>
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<td>3311</td>
<td>Immunoassay</td>
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<td>Drug Screen</td>
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<td>Fentanyl</td>
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<tr>
<td>3311</td>
<td>Liquid Chromatography/Mass Spectrometry</td>
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</table>

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Effective 10/1/09
### Regulated Substances Laboratory Service Fees

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
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<tr>
<td>3311</td>
<td>2302 Exploratory Qualitative</td>
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<td>3311</td>
<td>2303 Sample Preparation</td>
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<td>3311</td>
<td>2304 Infrared Spectroscopy</td>
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<td>3311</td>
<td>2305 Gas Chromatography/Mass Spectrometry</td>
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<tr>
<td>3311</td>
<td>2306 Thin Layer Chromatography</td>
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<tr>
<td>3311</td>
<td>2307 Quantitative Analysis</td>
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<tr>
<td>3311</td>
<td>2308 Marijuana/Cannabinoids</td>
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<tr>
<td>3311</td>
<td>2309 Marijuana Seed Germination</td>
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<td>3311</td>
<td>2311 Other Analytical-Special Services/half hour</td>
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<tr>
<td>3311</td>
<td>2312 Tentative Identification</td>
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</tr>
<tr>
<td>3311</td>
<td>2313 Liquid Chromatography/Mass Spectrometry</td>
<td>83</td>
</tr>
</tbody>
</table>

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Effective 10/1/09
## Breath Alcohol Technical Supervisor Service Fees

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>3313 2600</td>
<td>Basic Service (In-County)</td>
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<tr>
<td>3313 2601</td>
<td>Basic Service (out-of-County)</td>
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<td>3313 2602</td>
<td>Additional Instrument/Instrument</td>
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<td>3313 2603</td>
<td>Repair Part Reimbursement</td>
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<td>3313 2604</td>
<td>Supply Reimbursement</td>
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<tr>
<td>3313 2605</td>
<td>Other Analytical-Special Services/half hour</td>
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</tr>
<tr>
<td>3313 2700</td>
<td>Expert Witness (hearing, trial)-criminal case/per 1/2 day</td>
<td>408</td>
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<tr>
<td>3313 2702</td>
<td>Expert Consult (case review, meeting) - civil or non-IFS case/per hour</td>
<td>204</td>
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<td>3313 2703</td>
<td>Expert Witness (deposition, hearing, trial) - civil or non-IFS case/per hour</td>
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<td>3313 2720</td>
<td>Expert Witness - ALR Hearing/per hour</td>
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</tr>
<tr>
<td>3313 2708</td>
<td>Support staff services/per hour</td>
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</tr>
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<td>3313 2709</td>
<td>Evidence Processing and Shipping/per service/per package</td>
<td>32</td>
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<tr>
<td>3313 2710</td>
<td>Response to Interrogatories/per 1/2 hour</td>
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</tr>
<tr>
<td>3313 2711</td>
<td>Response to Interrogatories - ALR/per 1/2 hour</td>
<td>33</td>
</tr>
<tr>
<td>3313 2712</td>
<td>Duplication charge/Scientist/per 1/2 hour</td>
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<tr>
<td>3313 2713</td>
<td>Certified copy of lab report.</td>
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<tr>
<td>3313 2714</td>
<td>Copy Charge-Miscellaneous/per page</td>
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<td>3313 2715</td>
<td>Affidavit</td>
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</tr>
<tr>
<td>3313 2716</td>
<td>Use of Institute Facilities</td>
<td>128</td>
</tr>
<tr>
<td>3313 2717</td>
<td>Evidence photography/per 1/2 hour</td>
<td>33</td>
</tr>
<tr>
<td>3313 2718</td>
<td>Mileage/per diem reimbursement (IFS staff travel for other jurisdictions)/per unit</td>
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<tr>
<td>3313 2719</td>
<td>Reimbursement - external agency services/per unit</td>
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<tr>
<td>3313 2719</td>
<td>CD/DVD copy</td>
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</tbody>
</table>

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Effective 10/1/09
<table>
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<tr>
<th>Code</th>
<th>Service Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>3311</td>
<td>Physical Evidence - All Laboratories</td>
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<tr>
<td>3311 3100</td>
<td>Physical Match/Fit (All PES Units)</td>
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<td>3311 3101</td>
<td>Photography for Court/Demonstration (All PES Units)/per half hour</td>
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<td>3311 3102</td>
<td>Evidence Documentation for Court/Demonstration (All PES Units)</td>
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<tr>
<td>3311 3103</td>
<td>Other Analytical-Special Services/half hour</td>
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<tr>
<td>3311 3104</td>
<td>Archived Evidence Research/per hour</td>
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<td>3311 3105</td>
<td>Crime Scene Processing/hour</td>
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<td>Questioned Documents</td>
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<td>Handwriting Examination</td>
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<tr>
<td>3311 3201</td>
<td>Altered/Obliterated/Charred Document Exam</td>
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<td>3311 3202</td>
<td>Indented Writing Examination/ESDA</td>
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<tr>
<td>3311 3203</td>
<td>Typewriting/Machine Impressions</td>
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<td>3311 3204</td>
<td>Paper/Ink Analysis</td>
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<td>3311 3205</td>
<td>Image enhancement by computer</td>
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<td>3311 3300</td>
<td>Latent Fingerprint Processing/per item</td>
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<td>3311 3301</td>
<td>Tire Tread/Shoe Print Evaluation/Comparison</td>
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<td>3311 3302</td>
<td>Identification of Fingerprints/Comparison</td>
<td>67</td>
</tr>
<tr>
<td>3311 3303</td>
<td>Lamp Filament Examination</td>
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</tr>
<tr>
<td>3311 3304</td>
<td>Latent Print Processing of Bodies</td>
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<tr>
<td>3311 3305</td>
<td>Latent Print Processing - Powder/per item</td>
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<td>3311 3306</td>
<td>Latent Print Processing - Cyanoacrylate/per item</td>
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<td>3311 3307</td>
<td>Latent Print Processing - Ninhydrin/per item</td>
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<td>3311 3308</td>
<td>Latent Print Processing - Rhodamine/per item</td>
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<td>3311 3309</td>
<td>Latent Print Processing - Amido Black/per item</td>
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<td>3311 3310</td>
<td>Latent Print Processing - Leucomalachite Green/per item</td>
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<td>Latent Print Processing - Crystal Violet/per item</td>
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<td>Latent Print Processing - Sticky Powder/per item</td>
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<td>3311 3313</td>
<td>Latent Print Processing - TapeGlo/per item</td>
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<td>Latent Print Processing - SPR Molybdenum Disulfide/per item</td>
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<td>Latent Print Evaluation/per latent</td>
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<td>Latent Print Comparison/per latent</td>
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<td>Personal Identification by Fingerprints</td>
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<td>Shoe Imprint Processing-Black Powder/per item</td>
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<td>Shoe Imprint Processing-Cyanoacrylate/per item</td>
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<td>Shoe Imprint Processing- Amido Black/per item</td>
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<td>Shoe Imprint Processing- Leucomalachite Green/per item</td>
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<td>3311 3322</td>
<td>Shoe Imprint Processing-Rhodamine 6-G/per item</td>
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<td>3311 3323</td>
<td>Shoe Imprint Evaluation/per imprint</td>
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<td>3311 3324</td>
<td>Shoe Imprint Comparison/per imprint</td>
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<td>3311 3325</td>
<td>Tire Imprint Processing - Black Powder/per item</td>
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<td>Tire Imprint Processing - Cyanoacrylate/per item</td>
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<td>Tire Imprint Processing - Leucomalachite Green/per item</td>
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<td>3311 3329</td>
<td>Tire Imprint Processing - Rhodamine 6-G/per item</td>
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<td>Tire Imprint Comparison/per imprint</td>
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<td>Trace Evidence Collection/per item</td>
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<td>Latent Print Processing - Other Chemical/per latent</td>
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</tbody>
</table>

Payment is required in advance (two hours minimum) for all services provided to private attorneys and any costs in excess of the minimum are payable at the time service is rendered. At the discretion of the Director, payment may be required before any service is rendered.

Effective 10/1/06
### Physical Evidence Laboratories Service Fees

#### Firearms/Toolmarks

<table>
<thead>
<tr>
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<th>Service Description</th>
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<tr>
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<td>General Rifling Characteristics File Search/ per specimen</td>
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<tr>
<td>3311</td>
<td>Mechanical Evaluation of Weapon</td>
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<tr>
<td>3311</td>
<td>Test Fire</td>
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<td>3311</td>
<td>Restoration of Firearm for Test Firing</td>
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<td>Serial Number Restoration</td>
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<td>NIBIN Digital Input &amp; Search-Cartridge Case</td>
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<td>NIBIN Identity Verification</td>
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<td>NIBIN Test Fire for Input</td>
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<td>NIBIN Evidence Registration</td>
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<td>Toolmark Replication/per test mark</td>
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<td>Toolmark Comparison</td>
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<td>Chronograph/Special Testing</td>
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<td>Bullet Identification</td>
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<td>3311</td>
<td>Microscopic Comparison of Bullet</td>
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<td>Microscopic Comparison of Cartridge Case</td>
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<tr>
<td>3311</td>
<td>Blood Evidence Search/ per specimen</td>
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<tr>
<td>3311</td>
<td>Test Firing for Distance Determination</td>
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<td>3311</td>
<td>Trace Evidence Collection/per item</td>
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<tr>
<td>3311</td>
<td>NIBIN Digital Input &amp; Search-Bullet</td>
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</table>

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Effective 10/1/09
### Physical Evidence Laboratories Service Fees

#### Trace Evidence Laboratory

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Fee</th>
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<tbody>
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<td>3311</td>
<td>Trace Evidence Collection from Bodies</td>
<td>67</td>
</tr>
<tr>
<td>3311</td>
<td>Evidence Search/Removal</td>
<td>41</td>
</tr>
<tr>
<td>3311</td>
<td>Examination of Hair Combs for Foreign Material/per hour</td>
<td>67</td>
</tr>
<tr>
<td>3311</td>
<td>Identification of Unusual Features</td>
<td>75</td>
</tr>
<tr>
<td>3311</td>
<td>Microscopic Comparison of Hairs/per hour</td>
<td>67</td>
</tr>
<tr>
<td>3311</td>
<td>Microscopic Comparison of Fibers/per hour</td>
<td>87</td>
</tr>
<tr>
<td>3311</td>
<td>Fiber Identification/per hour</td>
<td>67</td>
</tr>
<tr>
<td>3311</td>
<td>Microspectrophotometry/Transmittance</td>
<td>33</td>
</tr>
<tr>
<td>3311</td>
<td>Microspectrophotometry/Reflection</td>
<td>54</td>
</tr>
<tr>
<td>3311</td>
<td>Fourier Transform IR/Microscopy Analysis</td>
<td>115</td>
</tr>
<tr>
<td>3311</td>
<td>Fourier Transform IR/General Analysis</td>
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<tr>
<td>3311</td>
<td>Trace Evidence Collection/Removal</td>
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</tr>
<tr>
<td>3311</td>
<td>Handwiping Preparation for AA/Out of State</td>
<td>76</td>
</tr>
<tr>
<td>3311</td>
<td>Handwiping Interpretation for AA/Out of State</td>
<td>115</td>
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<tr>
<td>3311</td>
<td>Handwiping Preparation for AA</td>
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</tr>
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<td>3311</td>
<td>Handwiping Interpretation for AA</td>
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</tr>
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<td>3311</td>
<td>Gunshot Residue Kit</td>
<td>6</td>
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<tr>
<td>3311</td>
<td>SEM/EDX Analysis of Special Materials/per hour</td>
<td>110</td>
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<td>3311</td>
<td>Sodium Rhodizonate/Guess Test for GSR</td>
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<td>3311</td>
<td>Microscopic Search for GSR (Clothing)</td>
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<td>GSR By VIS/IR Device</td>
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<tr>
<td>3311</td>
<td>Range Determination by Test Firing</td>
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<td>3311</td>
<td>Explosive/Bomb Residue Analysis</td>
<td>103</td>
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<tr>
<td>3311</td>
<td>Paint/Fiber/Polymer Analysis by Pyrolysis GC/MS</td>
<td>89</td>
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<td>3311</td>
<td>Refractive Index</td>
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<tr>
<td>3311</td>
<td>Density</td>
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<tr>
<td>3311</td>
<td>Microchemical Testing</td>
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<td>3311</td>
<td>Separation/Solubility</td>
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<td>Mineral Identification</td>
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<tr>
<td>3311</td>
<td>Microscopic Examination of Trace Evidence/per hour</td>
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<td>3311</td>
<td>Bloodstain Pattern Analysis/per hour</td>
<td>87</td>
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<tr>
<td>3311</td>
<td>Microscopic Slide Preparation/per slide</td>
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<td>SEM/EDX - Analysis of GSR Stubs/set (2) stubs</td>
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<td>3311</td>
<td>Hair Preparation for DNA Testing/per hair</td>
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<td>3311</td>
<td>Shoefprint Examination/per hour</td>
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<td>3311</td>
<td>Tire Print Examination/hour</td>
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<td>3311</td>
<td>Lamp Filament Examination/hour</td>
<td>67</td>
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<tr>
<td>3311</td>
<td>Speedometer Examination/hour</td>
<td>67</td>
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</tbody>
</table>

Payment is required in advance (two hours minimum) for all services provided to private attorneys and any costs in excess of the minimum are payable at the time service is rendered. At the discretion of the Director, payment may be required before any service is rendered.

Effective 10/1/05
**Physical Evidence Laboratories Service Fees**

**Forensic Biology Laboratory (DNA)**

<table>
<thead>
<tr>
<th>Code</th>
<th>Service Description</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>3311</td>
<td>DNA Standard Collection/per item</td>
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<tr>
<td>3311</td>
<td>Biological Evidence Storage/per sample</td>
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<td>3311</td>
<td>Species Determination/per sample</td>
<td>53</td>
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<tr>
<td>3311</td>
<td>Presumptive Semen Test/per sample</td>
<td>62</td>
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<tr>
<td>3311</td>
<td>Spermatozoa Search</td>
<td>53</td>
</tr>
<tr>
<td>3311</td>
<td>Confirmatory Semen Test/PS0/per sample</td>
<td>88</td>
</tr>
<tr>
<td>3311</td>
<td>Sexual Assault Kit</td>
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</tr>
<tr>
<td>3311</td>
<td>Exam of Female Sexual Assault Patient</td>
<td>353</td>
</tr>
<tr>
<td>3311</td>
<td>Partial Exam of Female Sexual Assault Patient</td>
<td>36</td>
</tr>
<tr>
<td>3311</td>
<td>Exam of Male Sexual Assault Patient</td>
<td>75</td>
</tr>
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<td>3311</td>
<td>CODIS System, Search/Entry</td>
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<td>3311</td>
<td>DNA Extraction &amp; Typing by STR - 9 Loci/per sample</td>
<td>347</td>
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<tr>
<td>3311</td>
<td>DNA Extraction &amp; Typing by STR - 13 Loci/per sample</td>
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<tr>
<td>3311</td>
<td>Mitochondrial DNA Typing, Hair/Bone, Per Sample</td>
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<td>Mitochondrial DNA Typing, Blood, Per Sample</td>
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<td>Presumptive Blood Test/per sample</td>
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<tr>
<td>3311</td>
<td>Alternate Light Source Search - Small Item/per item</td>
<td>62</td>
</tr>
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<td>3311</td>
<td>Alternate Light Source Search - Large Item/per item</td>
<td>88</td>
</tr>
<tr>
<td>3311</td>
<td>DNA Standard Kit Processing/per item</td>
<td>24</td>
</tr>
<tr>
<td>3311</td>
<td>Blood Evidence Search - Clothing or Small Item/per item</td>
<td>88</td>
</tr>
<tr>
<td>3311</td>
<td>Blood Evidence Search - Bedding or Large Item/per item</td>
<td>220</td>
</tr>
<tr>
<td>3311</td>
<td>Biological Evidence Removal/per sample</td>
<td>6</td>
</tr>
<tr>
<td>3311</td>
<td>Spermatozoa Slide Preparation/per slide</td>
<td>24</td>
</tr>
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<td>3311</td>
<td>Semen Evidence Search - Clothing or Small Item/per item</td>
<td>88</td>
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<tr>
<td>3311</td>
<td>Semen Evidence Search - Bedding or Large Item/per item</td>
<td>220</td>
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<tr>
<td>3311</td>
<td>Sexual Assault Kit - Basic Processing</td>
<td>44</td>
</tr>
<tr>
<td>3311</td>
<td>Semen DNA Extraction &amp; Typing by STR - 9 Loci/per sample</td>
<td>413</td>
</tr>
<tr>
<td>3311</td>
<td>Semen DNA Extraction &amp; Typing by STR - 13 Loci/per sample</td>
<td>517</td>
</tr>
<tr>
<td>3311</td>
<td>DNA Extraction for STR/per sample</td>
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<td>3311</td>
<td>DNA Typing by STR - 4 Loci/per sample</td>
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<td>Examination of Hair Combing for Foreign Material/per item</td>
<td>24</td>
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<tr>
<td>3311</td>
<td>Presumptive Saliva Test/per sample</td>
<td>50</td>
</tr>
<tr>
<td>3311</td>
<td>Saliva Evidence Search - Clothing or Small Item/per item</td>
<td>88</td>
</tr>
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<td>3311</td>
<td>Saliva Evidence Search - Bedding or Large Item/per item</td>
<td>220</td>
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<tr>
<td>3311</td>
<td>Confirmatory Blood Test/per sample</td>
<td>44</td>
</tr>
<tr>
<td>3311</td>
<td>Bloodstain Pattern Evaluation/per item</td>
<td>24</td>
</tr>
<tr>
<td>3311</td>
<td>Trace Evidence Collection/per item</td>
<td>44</td>
</tr>
<tr>
<td>3311</td>
<td>Sample Prep (Transfer to external agency)</td>
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<td>3311</td>
<td>Blood Standard Processing/per sample</td>
<td>33</td>
</tr>
<tr>
<td>3311</td>
<td>Database STR Profiling/Property Crime - 9 loci/per sample</td>
<td>244</td>
</tr>
<tr>
<td>3311</td>
<td>Database STR Profiling/Property Crime - 13 loci/per sample</td>
<td>265</td>
</tr>
</tbody>
</table>

Payment is required in advance (two hours minimum) for all services provided to private attorneys and any costs in excess of the minimum are payable at the time service is rendered. At the discretion of the Director, payment may be required before any service is rendered.

Effective 10/1/09
January 5, 2010

MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: SAME DAY BRIEFING AND COURT ORDER RATIONALE BEAR CREEK ROAD AT HAMPTON ROAD INTERSECTION IMPROVEMENT MCIP PROJECT 32501

Bids were opened on September 29, 2009 and due to the timing of the holidays, the contract was not ready for execution until January. Respectfully request same day briefing and order so that the contractor may begin the first of January 2010.

jcn
MEMORANDUM:

TO: Commissioners Court

VIA: Commissioner John Wiley Price
Road and Bridge District No. 3

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

SUBJECT: Bear Creek Road at Hampton Road
MCIP Intersection Project 32501
Construction Contract Award

BACKGROUND

The subject project was included in the First Call for Projects and consists solely of intersection improvements from the existing two lane asphalt road to a concrete paved intersection with medians. There will be two traffic lanes through and a left turn lane for all four sections which will relieve a heavily congested traffic situation.

Bids were opened for Bid No. 2010-001-4648, the subject project, on September 29, 2009 with eight contractors responding. JRJ Paving, Inc., was the apparent low bidder with a total bid price of $2,346,515.45.

STRATEGIC PLAN COMPLIANCE

In seeking to provide regional mobility and improved air quality by partnering with Dallas County cities to develop these important infrastructure improvements, Dallas County is remaining consistent with the County's overall Strategic Plan; and in particular is directly fulfilling the following vision statements:

Vision 1  Dallas County is a model interagency Partner
Vision 4  Dallas County proactively addresses critical regional issues
Vision 5  Dallas County is the destination of choice for residents and businesses.

PROJECT SCHEDULE

The Project goal of awarding a construction contract this year (2009) has been met as the project was advertised for construction before the end of FY 2009. Construction is expected to be complete by January 2011.
FUNDING IMPACT

The City will be responsible for all water and wastewater costs, in addition to fifty percent of the other project costs. County share of the construction contract is an amount not to exceed $1,013,736.27 with the remainder to be the responsibility of the City, or $1,332,779.18. Funds are available in Fund 196, Project 8201 for the project.

MAYBE PARTICIPATION

Review of the minority participation by Minority Business Officer Leffie T. Crawford is attached.

RECOMMENDATION

It is recommended that a construction contract be awarded to JRJ Paving, Inc., for the Bear Creek Road at Hampton Road MCIP Project 32501 be executed and if Commissioners Court is in agreement, a court order will be placed on TODAY’S FORMAL agenda.

RECOMMENDED:

[Signature]

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

Attachments

Cc: Ali Malekouti, P.E.

jcn:32501 contract award
MEMORANDUM

DATE: December 21, 2009

TO: Ali Malekouti, P.E.
    Linda Boles, Assistant Purchasing Agent

FROM: Leffie T. Crawford
        Minority Business Officer

SUBJECT: "M/WBE Review of "Hampton Road at Bear Creek Road, MCIP 32501, #2010-001-4648"

The M/WBE evaluations for the subject bid are as follows:

**Atkins Brothers**
The firm reports that they will perform the required duties with existing staff and without the use of M/WBE subcontractors.

**Austin Bridge & Road, L.P.**
The firm reports that they will perform the required duties with existing staff, as well as with the following certified firms:

<table>
<thead>
<tr>
<th>M/WBE Firms</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Master Striping</td>
<td>$13,900</td>
<td>.50%</td>
</tr>
<tr>
<td>Texas Environmental</td>
<td>$24,300</td>
<td>.87%</td>
</tr>
<tr>
<td>Brock Environmental</td>
<td>$18,100</td>
<td>.65%</td>
</tr>
<tr>
<td>Axis Contracting</td>
<td>$82,700</td>
<td>2.97%</td>
</tr>
<tr>
<td>Cowtown Traffic</td>
<td>$ 7,000</td>
<td>.25%</td>
</tr>
<tr>
<td>T &amp; R Excavation</td>
<td>$120,000</td>
<td>4.31%</td>
</tr>
</tbody>
</table>

**JRJ Paving, L.P.**
The firm reports that they will perform the required duties with existing staff, as well as with the following certified firms:

<table>
<thead>
<tr>
<th>M/WBE Firms</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>I &amp; H Concrete</td>
<td>$225,000</td>
<td>9.60%</td>
</tr>
<tr>
<td>Texas Environmental</td>
<td>$ 47,000</td>
<td>2.00%</td>
</tr>
<tr>
<td>Shea Services</td>
<td>$ 147,000</td>
<td>6.27%</td>
</tr>
</tbody>
</table>

509 Main Street, Suite 613, Dallas, Texas 75202 (214) 653-6018-Ofc, (214) 653-7449-Fax
M/WBE Review of "Hampton Road at Bear Creek Road, MCIP 32501, #2010-001-4648

Omega Contracting, Inc.
The firm reports that they will perform the required duties with existing staff and without the use of M/WBE subcontractors.

P & E Contractors, Inc.
The firm reports that they will perform the required duties with existing staff and without the use of M/WBE subcontractors.

Rebcon, Inc.
The firm reports that they will perform the required duties with existing staff, as well as with the following certified firms:

<table>
<thead>
<tr>
<th>M/WBE Firms</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Environmental</td>
<td>$30,000</td>
<td>1.13%</td>
</tr>
<tr>
<td>Cowtown Traffic</td>
<td>$7,000</td>
<td>0.26%</td>
</tr>
</tbody>
</table>

Texas Standard Construction, Ltd.
The firm reports that they will perform the required duties with existing staff, as well as with the following certified firms:

<table>
<thead>
<tr>
<th>M/WBE Firms</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenyatta Sand &amp; Gravel</td>
<td>$602,545</td>
<td>16.30%</td>
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</tbody>
</table>

Tiseo Paving Company
The firm reports that they will perform the required duties with existing staff, as well as with the following certified firms:

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<thead>
<tr>
<th>M/WBE Firms</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>T &amp; R Excavation</td>
<td>$134,782</td>
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<tr>
<td>Brock Environmental</td>
<td>$19,805</td>
<td>0.79%</td>
</tr>
<tr>
<td>Axis Contracting</td>
<td>$134,075</td>
<td>5.37%</td>
</tr>
</tbody>
</table>

cc: Commissioners Court (thru Darryl Martin)
## Bid Summary

**Hampton Road at Bear Creek Road, MCIP 32501**

#2010-001-4648

<table>
<thead>
<tr>
<th>Prime Bidder</th>
<th>GC's Bid Amount</th>
<th>MWBE Subs</th>
<th>MWBE</th>
<th>MWBE %</th>
<th>MWBE %</th>
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<tbody>
<tr>
<td>Atkins Bros.</td>
<td>$4,134,479.00</td>
<td>None Listed</td>
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<td>0.00%</td>
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<tr>
<td>Austin Road &amp; Bridge</td>
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<td>Road Master Striping</td>
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<td>$13,900.00</td>
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<td></td>
<td>Texas Environmental</td>
<td>WF</td>
<td>$24,300.00</td>
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<tr>
<td></td>
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<td>Brock Environmental</td>
<td>WF</td>
<td>$18,100.00</td>
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<td></td>
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<td>Axis Contracting</td>
<td>WF</td>
<td>$82,700.00</td>
<td>2.97%</td>
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<tr>
<td></td>
<td></td>
<td>Cowtown Traffic</td>
<td>BM</td>
<td>$7,000.00</td>
<td>0.26%</td>
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<tr>
<td></td>
<td></td>
<td>T &amp; R Excavation</td>
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<td>JRJ Paving</td>
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<td>WF</td>
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<td></td>
<td></td>
<td>Shea Services</td>
<td>WF</td>
<td>$147,000.00</td>
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<td></td>
<td></td>
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<td>Omega Contracting</td>
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<td>P &amp; E Contractors</td>
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<td>Reocon</td>
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<td></td>
<td>Cowtown Traffic</td>
<td>BM</td>
<td>$7,000.00</td>
<td>0.26%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$37,000.00</td>
<td>1.40%</td>
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<tr>
<td>Texas Standard</td>
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<td>Kenyatta Sand</td>
<td>BM</td>
<td>$602,854.80</td>
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<td>Tiseo Paving</td>
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<td>T &amp; R Excavation</td>
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<td></td>
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<td></td>
<td>$288,661.64</td>
<td>11.56%</td>
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Low Bidder Shown In Bold
December 21, 2009

TO: Commissioners Court

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Trail Proposal from City of Irving

BACKGROUND

In FY2008, the County provided the City of Irving $1,520,000 so that the two-mile southern segment of Campion Trail could be extended by about another two miles. The design of this Twin Wells/Trinity View Trail extension has been completed, and the construction contract for this phase has recently been awarded. As it was possible to award this contract at a very favorable cost, the City has asked if the $461,011 in County funding that remains could immediately be reallocated for yet an additional extension of this trail. So that this request can be considered, the following briefing memorandum has been prepared.

IMPACT ON OPERATIONS/FINANCE.

This additional phase (which would be called River Hill Park Trail—Phase 1) would provide for an additional 945 linear feet of trail along with two pedestrian bridges and a low-water crossing (a map showing the relationship between this additional phase, the already funded portion that is about to be constructed, and the currently existing portion is attached). Such a phase would allow the City to address and overcome a significant (and somewhat expensive) obstacle to closing the five-mile gap between the northern and southern segment of the City’s Campion Trail. When this gap is eliminated, the Campion Trail will have a continuous length of sixteen miles, begin at the County’s Trinity River/Mountain Creek Preserve and extend past the former Texas Stadium site, the University of Dallas, and Las Colinas into the densely-populated Valley Ranch community. Such a trail will not only be one of the longest in the Dallas area, but it will also connect with a series of major destinations and be one of the region’s most heavily-utilized trails.

The City is prepared to begin designing this additional phase immediately so that the project’s construction could be bid in about three months; such a schedule could hopefully allow the project to receive the same type of favorable bids as the original extension phase to this segment. It is anticipated that construction would take about four-to-five months.
Under this proposal, the City would once again take the lead in designing the project, bidding and overseeing construction as it has on five earlier County-funded trail projects. The County would be responsible for reviewing and approving the project’s plans and periodically inspecting the construction. With the Campion Trail being City-owned and maintained, there will be no other impact to the County of proceeding with this request.

STRATEGIC PLAN COMPLIANCE

As the County’s strategic plan specifically recommends that the County continue its trail program as part of its effort to have the County be the destination of choice for residents and businesses, providing funding for this trail which will be one of the most heavily-utilized trail in the region is consistent with this plan.

RECOMMENDATION

The County’s Trail and Preserve Program Board has recommended that the County reallocate the $461,011 that is remaining from the Twin Wells/Trinity View Campion Trail project to the River Hills Park Trail—Phase 1 extension of this trail.

Attachment

cc: Casey Tate, City of Irving
    Tracey Pounders, Chairman, Trail and Preserve Program Board
    Lily Arenas, Trails Project Engineer
    Virginia Porter, Auditor
    Ryan Brown, Budget Officer
To: Commissioners Court
From: Darryl Martin
Date: January 5, 2010
Subject: County Security

BACKGROUND

On October 13, 2009 and again on November 3, 2009, Commissioners Court was briefed on a plan to transition the Security Department under the Office of Security and Emergency Management to the Sheriff’s Department. The majority of the Court supported the plan and initial steps were taken to begin this transition. An important step in this plan was the creation of a new Captain in the Sheriff’s office that would oversee the Security Department and all other Court Services in the Sheriff’s Department. The creation of the new Captain’s position was on the agenda for Civil Service on December 21, 2009 and was not approved. Commissioners Court is requesting a third option be considered, privatizing all Security functions in the County.

IMPACT/OPERATIONS

Due to the previous briefings and the current direction we were moving with Security, many staff in the Security Department have begun seeking employment opportunities elsewhere, inside and outside of the County. Due to the planned transition, filling vacancies has been kept to a minimum and Sheriff staff have begun helping provide Security when needed. If we choose to privatize Security, we would need to go out to bid. Preparing a proposal, releasing, scoring and selecting an outside vendor will take approximately 3-6 months. In the interim period, we will need to determine how we will cover Security for the County.

A factor that was considered when introducing the plan to move Security under the Sheriff’s department was the reduction in time in responding to illegal activities. Any action requiring Law Enforcement intervention would require a call to the Sheriff’s office. Should a private company be engaged, any untoward incident would still require Sheriff intervention and valuable response time would be lost in an emergency.
If a private company is engaged it would also be necessary to insure that all employees hired by the firm are thoroughly screened and an in-depth background check is made on each employee.

**FINANCIAL IMPACT**

If the decision is made by the Court to seek proposals for providing Security throughout the County, a comparison should be made of what it currently costs the County to provide this service against the proposals submitted by outside vendors and the Sheriff’s department. Cost however is only one (1) indicator that should be considered. The safety plan submitted should play a major role in the decision of how to move forward with this service and the appropriate amount that should be budgeted.

**LEGAL IMPACT**

If the decision is made to seek proposals for this service, Purchasing will work with the District Attorney’s office to draft a bid package.

**STRATEGIC PLAN IMPACT**

The above plan is consistent with Dallas County Strategic Plan Vision 3; Dallas County is Safe, Secure and Prepared and the Strategy associated with this vision, to “Synergize public safety programs and services across the County.”

**RECOMMENDATION**

Administration is seeking input and direction from the Court on Security services from the County of the three (3) options currently being proposed, (1) transition to the Sheriff’s department, (2) privatize Security with an outside firm and (3) keep Security functions as is.
January 5, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Cori Thomason, Budget & Policy Analyst

SUBJECT: Policy Revisions Various – Comments Received
Group Health and Life Insurance Policy
Longevity Pay Policy

Background
On November 11, 2009, the Commissioners Court was briefed on a recommendation made by the Human Resources/Civil Service Department to revise the group health and life insurance and longevity pay policies. The Court requested that several departments review and comment prior to it taking any action or approving the recommended policy. The policy was approved for a 30-day comment period. No comments were received.

Impact on Operations
- **Group Health and Life Insurance Policy** – has been modified to provide clarification for employees who resign or terminate from the county to include: when the coverage will cease; notification of their rights under COBRA and continuation of benefits; and the option to convert their life insurance coverage.

- **Longevity Pay Policy** – has been modified to provide clarification regarding part-time peace officers and their ineligibility for longevity pay.

Financial Impact
Adoption of these policy revisions will not impose any additional financial impact to the County.

Recommendation
The Office of Budget and Evaluation recommends Commissioners Court approve the revisions to the group health and life insurance and longevity pay policies as attached for inclusion in the Dallas County Code.
ARTICLE XI. GROUP HEALTH AND LIFE INSURANCE

Sec. 82-681. General information.

(a) A group health insurance plan offered by the county is provided for the benefit of all regular, full-time county employees who work a minimum of 40 hours per week. Medical insurance coverage is a condition of employment for each regular, full-time employee. This means the employee must participate in one of the county medical plans or produce proof of medical coverage from another medical plan.

(b) Employees desiring to have medical coverage for their dependents may do so by making application to their department personnel representative or the county human resources/civil service department. Upon approval, all applicable deductions for dependent coverage will be made from the employee’s paycheck. Additional information and claims forms may be acquired through department personnel representatives or the county human resources/civil service department.

(c) Employees failing to give two weeks’ written notice of his/her resignation whose insurance premiums are paid on their behalf shall have the full insurance premium (county plus employee cost) deducted from their last paycheck.

(d) Employees who resign or terminate from the county, medical coverage will cease on the last day of the month the employee was employed. All eligible employees will be notified of their rights under COBRA by the county’s cobra administrator. COBRA is a continuation of the medical coverage that was in effect at the time of the employee’s termination. The employee may convert their life insurance coverage by contacting human resources/civil service department for the appropriate paperwork.


Sec. 82-682. Comparison of benefits; health insurance.

Comparison of benefits and health insurance may be obtained from the county human resources/civil service department.

(Ord. No. 91-1788, § 7.03, 10-8-1991)

Sec. 82-683. Life insurance.

The county provides term life insurance for all regular, full-time employees, and the premium is paid for by the county. Optional life insurance, on a contributory basis, is available at time of employment. Information regarding amounts of insurance may be obtained from the county human resources/civil service department.

Article XII. Miscellaneous Benefits and Awards

DIVISION 4. LONGEVITY PAY*

*Cross references: Longevity pay guidelines and career change re law enforcement and detention officers salary plan, §§ 82-905, 82-906.

Sec. 82-791. Guidelines.

Longevity pay is additional compensation paid to full-time and part-time licensed peace officers. The following guidelines shall apply to eligible employees:

(1) After 12 months of service, the employee shall receive $5.00 a month for each year as a licensed peace officer with the county, up to and including 25 years.

(2) After 12 months of service has been completed, longevity pay shall commence at the beginning of the fiscal year (October 1). For example, a licensed peace officer whose appointment begins on September 15, 1999, will be eligible for longevity pay on October 1, 2000; however a licensed peace officer whose appointment begins on October 15, 1999, will not be eligible for longevity pay until October 1, 2001.

(3) Part-time licensed peace officers who work 20 or more hours per week are eligible for longevity pay once 2,080 actual work hours have been completed which shall constitute a year of service are not eligible for longevity pay.

(4) Licensed peace officers who return to the county after having a break in service shall receive credit for years of service prior to the separation in the calculation of longevity pay.

(5) Twelve (12) months of service is defined as 2,080 hours of actual work or applicable approved time off with pay (vacation, sick leave, etc., that is allowed for calculating longevity pay).


Sec. 82-792. Career Change.

Licensed peace officers who are placed or choose to move into a civilian position will not be eligible for longevity pay. If the employee returns to a licensed peace officer position, his previously calculated longevity pay will be restored. The auditor's office shall determine and process longevity pay for eligible employees.

(Ord. No. 2000-1463, § 8.11, 7-25-2000)

Secs. 82-793–82-810. Reserved.
DIVISION 8. LAW ENFORCEMENT AND DETENTION OFFICERS
SALARY PLAN

Sec. 82-905. Guidelines.

Longevity pay is additional compensation paid to full-time and part-time licensed peace officers. The following guidelines shall apply to eligible employees:

(1) After 12 months of service, the employee shall receive $5.00 a month for each year as a licensed peace officer with the county, up to and including 25 years.

(2) After 12 months of service has been completed, longevity pay shall commence at the beginning of the fiscal year (October 1). For example, a licensed peace officer whose appointment begins on September 15, 1999, will be eligible for longevity pay on October 1, 2000; however a licensed peace officer whose appointment begins on October 15, 1999, will not be eligible for longevity pay until October 1, 2001.

(3) Part-time licensed peace officers who work 20 or more hours per week are eligible for longevity pay once 2,080 actual work hours have been completed which shall constitute a year of service are not eligible for longevity pay.

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Cross references: Longevity pay; guidelines re miscellaneous benefits and awards, § 82-791.

Sec. 82-906. Career Change.

Licensed peace officers who are placed or choose to move into a civilian position will not be eligible for longevity pay. If the employee returns to a licensed peace officer position, his previously calculated longevity pay will be restored. The auditor's office shall determine and process longevity pay for eligible employees.


Cross references: Longevity pay; career change re miscellaneous benefits and awards, § 82-792.

Secs. 82-907--82-910. Reserved.
December 21, 2009

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.

**Tax Office – Recommended**
The Tax Office requests a hiring freeze exception for an Assistant Branch Manager Grade A, position #775. The property tax lead position is critical to the branch operations, especially during peak tax season.

**District Attorney’s Office - Recommended**
The District Attorney’s Office requests the following hiring freeze exceptions:

- Assistant District Attorney (ADA III) position #5199 – Felony Trial Division due to the resignation of the incumbent.
- Assistant District Attorney (ADA II) position #3774 – Misdemeanor Division due to the promotion of the incumbent.
- Assistant District Attorney (ADA I) position #3465 – Misdemeanor Division due to the promotion of the incumbent.
- Investigator (Grade 68) position #6808 – Civil Division due to the resignation of the incumbent.
District Clerk – Recommended
The District Clerk requests the following hiring freeze exceptions:

- Process Support Supervisor, position #3587, in the Passport Division. The position is one of several responsible for supporting the passport division and ensuring that revenue continues to be accounted for in the division.

- Clerk II, position #3576, in the Family Courts. The position is utilized in the digital courts project that is aimed at making the court’s document management more efficient.

County Clerk –
The County Clerk requests authorization for a hiring freeze exception for a Clerk II, position #7686, in the Collections Department, a Clerk IV, position #594 in the Criminal section and a Clerk II, position #629 in the Probate section. These positions have limited or no back-up and are critical in ensuring that the County Clerk remains efficient in its effort to support the court system.

Public Defender – Recommended
The Public Defender requests the following hiring freeze exceptions:

- Attorney III position #5265, and an Attorney II, position #7197. The positions were vacated due to internal promotions and the positions provide cost effective options for the courts to utilize on indigent defense cases.

- Attorney IV position #3763. The position was vacated due the incumbent of the position being appointed to a judicial bench by the Governor. The public defender position provides a cost effective option for the court to utilize on indigent defense cases.
January 5, 2010

MISCELLANEOUS

1) ROAD & BRIDGE DISTRICT 1 – requests approval to file continuing education certificates from the University of North Texas Health Science Center and North and East Texas County Judges and Commissioners Association Annual Conferences issued to Commissioner Maurine Dickey.

(Please refer to information item # 4)

2) COMMISSIONERS COURT ADMINISTRATION – requests approval on behalf of Baylor Health Care System of Irving for the County Judge to sign a Memorandum of Understanding to allow them to participate in the discounted drug program.

(Please refer to information item #6)

3) IT SERVICES – requests approval to:

   a) Purchase Agile Rapid Team Start-Up – Agile Workshop (IN814) technical training courses from vendor TEKSYSTEMS. Training is requested for 12 employees, at a rate of $895.83 per student, at a total cost of $10,750. This training class will provide teams everything they need to begin their Agile project: basic Agile concepts, team agreements and norms, domain understanding, and a prioritized product backlog. A total cost of $10,750 is requested for the training with funds available in the Major Technology Fund, Unallocated Reserves. Recommended by the Office of Information Technology.

   b) Purchase the SOA Immersion Bootcamp using .NET (IN650) (5-day class) technical training course from TEKSYSTEMS. This training is requested for 12 employees at a rate of $2,141.67 per student at a total cost of $25,700. This training class will teach developers how to build a SOA application from ground up. It covers the full lifecycle of a SOA project - requirements gathering, design, implementation and testing. A total cost of $25,700 is requested for the training, with funds available in the Major Technology Fund, Unallocated Reserves. Recommended by the Office of Information Technology.

   c) Pay Daptiv for travel and airfare expenses incurred for onsite configuration and training for their Project Portfolio Management (PPM) Solution tool at a cost of $1,179.03. The funding to cover the one-time cost of $1,179.03 is available within Major Technology, Unallocated Reserves. Recommended by the Office of Information Technology.

01/05/2010
d) Purchase 35 additional licenses for Daptiv PPM Solution. This software provides a means for tracking Information Technology staffing resources and offers greater visibility into project execution. Funding to cover the one-time cost of $4,411.75 (which is pro-rated to be for 6 months to allow for co-termination of the original subscription agreement the end of June 2010) is available within Major Technology, Unallocated Reserves. Recommended by the Office of Information Technology.

4) **PUBLIC WORKS** – requests approval for D’Juan Harris, Anthony Smith, and Joel Wasinger to attend the 2nd Annual Metroplex Arc User Group Conference on January 15, 2010 at the University of North Texas in Denton, Texas. The registration fee for the three attendees is $150 ($50 per person) and $180 ($60 per person) for training session. Total cost for attending the workshop is $330. Funding is available in 196.2010.02230. Recommended by the Office of Budget and Evaluation.

5) **JURY SERVICES** – requests authorization for extra help funds to assist the Jury Service Department while an employee is out on FMLA. The projected timeframe of the extra help is from January 6 through February 1, 2010. The estimated cost of the extra help is $1,700 and funds are available in unallocated reserves. Recommended by the Office of Budget and Evaluation.

**TRAVEL REQUESTS**

6) **HEALTH & HUMAN SERVICES** – requests approval:

a) for Dr. John Carlos to attend the DSHS Preparedness Coordinating Council meeting in Austin, TX on January 25 – 26, 2010, **at no cost to Dallas County.**

b) for Laura Gomez to attend TB GIMS Pilot Testing in Atlanta, GA on January 25 – 27, 2010, **at no cost to Dallas County.**

c) for Anita Friedman to attend the Israeli International Conference on Healthcare System Preparedness & Response for Emergencies and Disasters in Tel Aviv, Israel on January 11 – 15, 2010, **at no cost to Dallas County.**

d) for Kenya Kemp and Chasity Lovely to attend the National Study of Determinants of Early Diagnosis, Prevention and Treatment of Tuberculosis Data Abstractor Training meeting in Atlanta, GA on January 18 – 22, 2010: $2,406.40 is available in Grant Fund HHS TB, Conference Training Account, FY Budget 2010, (00466.08701.02460.2010).

01/05/2010
7) **SECURITY & EMERGENCY MANAGEMENT** – requests approval for Christine Jacobs to attend the 2010 Hurricane Sheltering discussions with the City of Houston & Harris County in Houston, TX on January 6 – 8, 2010: $290.00 is available in Grant Fund OSEM, FY Budget 2010, (00466.00000.03340.2010).

8) **INSTITUTE OF FORENSIC SCIENCES** – requests approval:

   a) for April Stowe to attend the National Firearm Examiner Academy in Beltsville, MD on January 21, 2010 – May 30, 2010: $8,537 is available in Grant Fund, Forensic Sciences Department, Conference Travel Account, DNA Racial Profiling, FY Budget 2010 (00466.00000.04210.2009.0000.0000.3003.0000).

   b) for Anne Miller to attend an FBI Debris Training course in Quantico, VA on January 24 – 29, 2010, **at no cost to Dallas County**.

**MISCELLANEOUS EQUIPMENT**

1) **DEPARTMENT:** District Attorney’s Office – National Institution of Justice Grant

   **ITEMS:**
   - 2 - Desks
   - 3 - Chairs

   **ESTIMATED COST:** $1,498.14

   **FUNDING SOURCE:** Within Budget

   **EXPENDITURE SOURCE:** 466.0000.08414.2010 (Grant Fund, District Attorney Office, Property less than $5,000, FY2010)

   **PROPOSED ACTION:** The District Attorney’s Office is requesting authorization to purchase the above listed items for the National Institution of Justice Grant #1623 which were court ordered on September 8, 2009 and assigned court order number 2009 – 1623. Recommended by the Office of Budget and Evaluation.

2) **DEPARTMENT:** District Attorney’s Office – National Institution of Justice Grant

   **ITEMS:**
   - 3 – File Cabinets
   - 3 – Book Shelves
   - 1 – Utility Table

   **ESTIMATED COST:** $1,016.04

01/05/2010
3) DEPARTMENT: District Attorney’s Office – National Institution of Justice Grant
ITEMS: 2 – Computer w/software
1 – Laptop w/software & docking station
1 – Network printer
ESTIMATED COST: $4,608.78
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02093.2010 (Grant Fund, District Attorney Office, Computer Hardware less than $5,000, FY2010)
PROPOSED ACTION: The District Attorney’s Office is requesting authorization to purchase the above listed items for the National Institution of Justice Grant #1623 which was court ordered on September 8, 2009 and assigned court order number 2009 – 1623. Recommended by the Office of Budget and Evaluation.

4) DEPARTMENT: Constable Precinct 1, Evans
ITEMS: 6 – Boxes .357 ammo ($9.40 ea)
2 – Cases .40 ammo ($178 ea)
1 – Case .45 ammo ($209)
2 – Cases 9mm ammo ($139 ea)
ESTIMATED COST: $900
FUNDING SOURCE: Federal Forfeiture
EXPENDITURE SOURCE: 532.0.2970.0.0.91005.0.0 (Federal Forfeiture, Constable Precinct 1, Ammo, FY2010)
PROPOSED ACTION: Constable Precinct 1 requests authorization to purchase ammunition needed for Deputy

01/05/2010
training and qualification. Recommended by the Office of Budget and Evaluation.

5) DEPARTMENT: 3210
   ITEMS: Constable Precinct 1, Evans
   ESTIMATED COST: 1 – TCLEDDS Electronic Access
   $630
   FUNDING SOURCE: Within Budget
   EXPENDITURE SOURCE: 120.3210.2230.0000 (General Fund,
   Constable Precinct 1, DDA – Spendable
   Balance, FY2010)
   PROPOSED ACTION: Constable Precinct 1 requests authorization
   to purchase electronic access for TCLEDDS.
   Recommended by the Office of Budget and Evaluation.

6) DEPARTMENT: 3230
   ITEMS: Constable Precinct 3, Adamcik
   ESTIMATED COST: 1 – Lidar Repair
   $391
   FUNDING SOURCE: Within Budget
   EXPENDITURE SOURCE: 120.3230.2640.0000 (General Fund,
   Constable Precinct 3, Maintenance/Labor,
   FY2010)
   PROPOSED ACTION: Constable Precinct 3 requests authorization
   to have a Lidar unit repaired.
   Recommended by the Office of Budget and Evaluation.

7) DEPARTMENT: 3311
   ITEMS: Crime Lab
   ESTIMATED COST: 1 – Cordless electric drill
   $225
   FUNDING SOURCE: Grant Fund
   EXPENDITURE SOURCE: 466.0.0.2006.0.0.3403.0 (Grant Fund, Crime
   Lab, Equipment Less Than $5,000, FY2010)
   PROPOSED ACTION: The Crime Lab requests authorization
   to purchase a cordless electric drill for
   processing evidence in the firearms lab.
   Recommended by the Office of Budget and Evaluation.

8) DEPARTMENT: 3311
   ITEMS: Crime Lab
   ESTIMATED COST: 2 – Tablet computers ($3,800 ea)
   $7,600
   FUNDING SOURCE: Grant Fund
   EXPENDITURE SOURCE: 466.0.0.2007.0.0.3403.0 (Grant Fund, Crime
   Lab, Computer Hardware Less Than $5,000,
   FY2010)

01/05/2010
9) DEPARTMENT: 3311  
ITEMS:  
ESTIMATED COST:  
FUNDING SOURCE:  
EXPENDITURE SOURCE:  
PROPOSED ACTION:  

The Crime Lab requests authorization to purchase two tough books to be used in lab spaces. Recommended by the Office of Budget and Evaluation.

10) DEPARTMENT: 3311  
ITEMS:  
ESTIMATED COST:  
FUNDING SOURCE:  
EXPENDITURE SOURCE:  
PROPOSED ACTION:  

The Crime Lab requests authorization to purchase a comparison microscope for use in examining evidence bullets and cartridge cases. Recommended by the Office of Budget and Evaluation.

11) DEPARTMENT: 5600  
ITEMS:  
ESTIMATED COST:  
FUNDING SOURCE:  
EXPENDITURE SOURCE:  
PROPOSED ACTION:  

The Sheriff - Auto Theft Task Force requests authorization to purchase an air card/tracker for a tracking device used for surveillance.
<table>
<thead>
<tr>
<th>12)</th>
<th>DEPARTMENT: 3136</th>
<th>Sheriff - Fleet</th>
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<tbody>
<tr>
<td>ITEMS:</td>
<td>2 - Software for mobile data computers ($3,650)</td>
<td></td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$6,410</td>
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<td>FUNDING SOURCE:</td>
<td>Federal Forfeiture</td>
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<td>EXPENDITURE SOURCE:</td>
<td>532.0.2093.0.0.91002.0.0 (Federal Forfeiture, Sheriff - Fleet, Computer Software, FY2010)</td>
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<td>PROPOSED ACTION:</td>
<td>Sheriff - Fleet requests authorization to purchase software and activate data modems for two mobile data computers for two Drug Interdiction Units. Recommended by the Office of Budget and Evaluation.</td>
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<tr>
<th>13)</th>
<th>DEPARTMENT: 3147</th>
<th>Sheriff - Central Intake</th>
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<tbody>
<tr>
<td>ITEMS:</td>
<td>1 - Copy Machine</td>
<td></td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$1,060</td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
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<td>EXPENDITURE SOURCE:</td>
<td>120.3147.7020.0000 (General Fund, Sheriff - Central Intake, Equipment Rental, FY2010)</td>
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<td>PROPOSED ACTION:</td>
<td>Sheriff Central Intake requests authorization to lease a new copy machine to replace one that is broken with a repair price of $5,000. Recommended by the Purchasing Department.</td>
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<tr>
<th>14)</th>
<th>DEPARTMENT: 3112</th>
<th>Sheriff - Intelligence</th>
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<tbody>
<tr>
<td>ITEMS:</td>
<td>1 - Hand truck</td>
<td></td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$360</td>
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<tr>
<td>FUNDING SOURCE:</td>
<td>Forfeiture Fund</td>
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<td>EXPENDITURE SOURCE:</td>
<td>532.0.2090.0.0.91002 (Forfeiture Fund, Sheriff, Equipment Less Than $5,000, FY2010)</td>
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<td>PROPOSED ACTION:</td>
<td>Sheriff Intelligence requests authorization to purchase a hand truck. Recommended by the Office of Budget and Evaluation.</td>
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01/05/2010
15) DEPARTMENT: 3135

ITEMS: Sheriff – Physical Evidence

ESTIMATED COST: 1 – Upgrade to Blackberry

FUNDING SOURCE: Recurring Costs – ($100 x 11)

EXPENDITURE SOURCE: $1,100

FUNDING SOURCE: Federal Forfeiture

EXPENDITURE SOURCE: 532.0.7213.0.0.91002.0.0 (Federal Forfeiture, Sheriff – Cellular Phones, FY2010)

PROPOSED ACTION: Sheriff Physical Evidence requests authorization to upgrade a Sergeant cell phone to Blackberry for email use. Recommended by the Office of Budget and Evaluation.

16) DEPARTMENT: 3150

ITEMS: Sheriff – Release

ESTIMATED COST: 1 – Spacesaver PivotFile system

FUNDING SOURCE: $8,453

EXPENDITURE SOURCE: Escrow Fund

FUNDING SOURCE: $532.0.0.0.0.91046.0.0 (Escrow Fund, Sheriff Commissary, FY2010)

EXPENDITURE SOURCE: Sheriff Release requests authorization to purchase a Spacesaver PivotFile system for filing and organization in the Release Division. Recommended by the Office of Budget and Evaluation.

17) DEPARTMENT: 3122

ITEMS: Sheriff – Training

ESTIMATED COST: 1 – Wheeled case with file hanger

FUNDING SOURCE: $72

EXPENDITURE SOURCE: Within Budget

FUNDING SOURCE: 120.3122.2160.0000 (General Fund, Sheriff – Training, Office Supplies, FY2010)

EXPENDITURE SOURCE: Sheriff Training requests authorization to purchase a wheeled case with file hanger for transporting large files. Recommended by the Office of Budget and Evaluation.

18) DEPARTMENT: 00195.1090

ITEM: Information Technology Services

ESTIMATED COST: 1 – Backup Exec System Recovery Server License

FUNDING SOURCE: $455

EXPENDITURE SOURCE: Within Budget

FUNDING SOURCE: 00195.1090.06520 (Maintenance)

EXPENDITURE SOURCE: The Office of Information Technology requests Commissioners Court approval to

01/05/2010
purchase one Backup Exec System Recovery Server License. This license is needed to create image recovery backups for the Sheriff Crossmatch server. Recommended by the Office of Information Technology.

19) DEPARTMENT: 1028  
ITEMS:  
1 – Hand swagger/cutter for flag pole cable repairs $231.08 ea.  
3 – Six foot 6200 Pro twin fiberglass ladder 2 sided $109.13 ea.  
ESTIMATED COST: $558.47  
FUNDING SOURCE: Within Budget  
EXPENDITURE SOURCE: 00120.1028.02730 (General Fund, Quality Assurance, Small Tools)  
PROPOSED ACTION: Requests to purchase the above listed equipment for conducting repairs in the jail facilities. Recommended by Quality Assurance Department.

20) DEPARTMENT: 4020  
ITEMS:  
22 On-Base License $39,600  
ESTIMATED COST:  
FUNDING SOURCE: District Clerk Records Management Fund  
EXPENDITURE SOURCE: 532.46541 (Escrow Fund, District Clerk Records Fund)  
PROPOSED ACTION: The District Clerk requests authorization to purchase on-base licenses for all criminal courts, 1 civil pod and 1 family pod. Recommended by the Office of Budget and Evaluation.

21) DEPARTMENT: 2004  
ITEMS:  
5 – Button cams ($200 ea)  
2 – Body worn DVR ($600 ea)  
ESTIMATED COST: $2,200  
FUNDING SOURCE: Grant Fund  
EXPENDITURE SOURCE: 466.2090.0.0.0.2004 (Grant Fund, Clean Air Task Force, Equipment Less Than $5,000, FY2010)  
PROPOSED ACTION: Clean Air Task Force requests authorization to button cams and DVRs for surveillance purposes. Recommended by Communications and Central Services.
22) DEPARTMENT: 3240
ITEMS: Constable Precinct 4, Skinner
2 – Shirts ($22 ea)
2 – Jackets ($52 ea)
6 – Pair Pants ($50 ea)
ESTIMATED COST: $448
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.3240.2230.0000 (General Fund, Constable Precinct 4, DDA – Spendable Balance, FY2010)
PROPOSED ACTION: Constable Precinct 4 requests authorization to purchase uniform items for the Writ officers. Recommended by the Office of Budget and Evaluation.

23) DEPARTMENT: 3250
ITEMS: Constable, Precinct 5, Cortes
50 – SRT Uniform Patches ($4 ea)
100 – SRT Uniform Patches ($3 ea)
200 – SRT Uniform Patches ($2 ea)
ESTIMATED COST: $900
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.3250.2230.0000 (General Fund, Constable Precinct 5, DDA – Spendable Balance, FY2010)
PROPOSED ACTION: Constable, Precinct 5 requests authorization to purchase uniform patches for the SRT Team. Recommended by the Office of Budget and Evaluation.

24) DEPARTMENT: 5600
ITEMS: Auto Theft Task Force
2 – AV Toolbox Video to PC ($99 ea)
ESTIMATED COST: $198
FUNDING SOURCE: Grant Fund
EXPENDITURE SOURCE: 466.0.2730.2010.0.0.5600.0 (Grant Fund, Auto Theft Task Force, FY2010)
PROPOSED ACTION: Auto Theft Task Force requests authorization to purchase equipment to be used on surveillance cameras to view on PC monitor. Recommended by the Office of Budget and Evaluation.

25) DEPARTMENT: 3128
ITEMS: Sheriff – Bonds
6 – Index Dividers
ESTIMATED COST: $372
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.3128.2160.0000 (General Fund, Sheriff – Bonds, Office Supplies, FY2010)
PROPOSED ACTION: Sheriff Bonds requests authorization to purchase index dividers for use in record keeping notebooks. Re-brief to correct amount. Recommended by the Office of Budget and Evaluation.

26) DEPARTMENT: 3230
    ITEMS: Constable Precinct 3, Adamcik
    ESTIMATED COST: Traffic Video Equipment Repair
    $169
    FUNDING SOURCE: 120.3230.2640.0000 (General Fund, Constable Precinct 3, Maintenance/Labor, FY2010)
    EXPENDITURE SOURCE: Within Budget

PROPOSED ACTION:
Constable Precinct 3 requests authorization to have a traffic video unit repaired. Recommended by the Office of Budget and Evaluation.

27) DEPARTMENT: Office of Information Technology
    ITEMS: 4 – Video Cards for Dell Computers
    4 – 2GB Memory Upgrades for Dell Computers
    ESTIMATED COST: $800
    FUNDING SOURCE: 00195.0.02093.2010.0.92055 (Hardware Refresh)

PROPOSED ACTION: The Office of Information Technology requests Commissioners Court approval to purchase four Dell compatible video cards and memory upgrades for use with IT Technician’s computers. The memory enhances performance and the cards enable the PC to connect to two video displays at the same time - permitting the technicians to monitor critical computer system while performing daily work tasks. Funding is available in 00195.0.02093.2010.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

28) DEPARTMENT: Office of Information Technology
    ITEMS: 1 – County Standard Dell Notebook Computer
    ESTIMATED COST: $1,500
    FUNDING SOURCE: 00195.0.02093.2010.0.92055 (Hardware Refresh)

01/05/2010
PROPOSED ACTION: The Office of Information Technology requests Commissioners Court approval to purchase one Dell notebook computer to replace a computer in Judge Magnis' court that is almost seven years old. Funding is available in 00195.0.02093.2010.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

29) DEPARTMENT: Office of Information Technology
ITEMS: 1 - Time Date Generator Card
1 - Communication Bus Cable
ESTIMATED COST: $1,700
FUNDING SOURCE: 00195.0.02093.2010.0.92055 (Hardware Refresh)
PROPOSED ACTION: The Office of Information Technology requests Commissioners Court approval to purchase two additional items needed for the upgrade of the Commissioners Court JAVS CT4a audio recording system. Originally briefed on 11/10/2009 at a cost of $11,000, the vendor realized that two components of the existing system will need to be replaced as part of the upgrade. Funding is available in 00195.0.02093.2010.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

30) DEPARTMENT: Quality Assurance Department
ITEMS: 1 - Hand swagger/cutter for flag pole cable repairs $231.08 ea.
3 - Six foot 6200 Pro twin fiberglass ladder 2 sided $109.13 ea.
ESTIMATED COST: $558.47
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1028.02730 (General Fund, Quality Assurance, Small Tools)
PROPOSED ACTION: Requests to purchase the above listed equipment. Recommended by Quality Assurance Department.

31) DEPARTMENT: Information Technology Services
ITEMS: 1 - Dell OptiPlex 760 Computer Service Tag M7MJKK1
1 - Dell Monitor Service Tag 11345039569HP P2015
01/05/2010
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<tr>
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| ESTIMATED COST: | $425 |
| FUNDING SOURCE: | 00195.0.02093.2010.0.92055 (Hardware Refresh) |

| ESTIMATED COST: | $40 |
| FUNDING SOURCE: | Within Budget |

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The Office of Information Technology requests Commissioners Court approval to purchase a replacement bulb and cable for projectors used by the IT staff for training and presentations. Funding is available in 00195.0.02093.2010.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

The Tax Office requests approval to purchase a new computer glare filter screen to replace a broken screen. Recommended by the Office of Budget and Evaluation.

The Health & Human Services Department is requesting authorization to purchase the above listed item for the PHER-Focus Area 2 Grant #8734 which was court ordered on September 22, 2009 and assigned court order number 2009 - 1735. Recommended by the Office of Budget and Evaluation.

The Health & Human Services - Weatherization Oncor requests Commissioners Court approval to purchase an Apple MacBook Air SuperDrive. Recommended by the Office of Budget and Evaluation.
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 Weatherization Oncor Grant #8310 which was court ordered on January 20, 2009 and assigned court order number 2009 – 149. Recommended by the Office of Budget and Evaluation.

38) DEPARTMENT: 5215
ITEM: Health & Human Services – STD Clinic
ITEMS: 1-18 cu ft. White top Mount Refrigerator
ESTIMATED COST: $675
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.5215.02920.0000 (General 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 STD Clinic to store medicine. Recommended by the Office of Budget and Evaluation.

39) DEPARTMENT: 4415
ITEMS: 195th Criminal District Court
ITEMS: 1 - Black and White Printer
ESTIMATED COST: $230
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: 120.4415.2230.0 (General Fund, 195th Criminal District Court, DDA, FY2010)

PROPOSED ACTION: The 195th Criminal District Court requests authorization to purchase a black and white printer for use by the court staff. Recommended by the Office of Budget and Evaluation.

40) DEPARTMENT: 4609
ITEMS: County Criminal Court #9
ITEMS: 2 Office Chair ($431 per)
ESTIMATED COST: $862
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: 120.4609.2230.0 (General Fund, County Criminal Court 39, DDA, FY2010)

01/05/2010
PROPOSED ACTION: County Criminal Court #9 requests authorization to purchase two office chairs for use by the court staff. Recommended by the Office of Budget and Evaluation.

41) DEPARTMENT: 4020 DISTRICT CLERK ITEMS: 22 ON-BASE LICENSE ESTIMATED COST: $39,600 FUNDING SOURCE: DISTRICT CLERK RECORDS MANAGEMENT FUND EXPENDITURE SOURCE: 532.46541 (ESROW FUND, DISTRICT CLERK RECORDS FUND) PROPOSED ACTION: The District Clerk requests authorization to purchase on-base licenses for all criminal courts, 1 civil pod and 1 family pod. Recommended by the Office of Budget and Evaluation.

42) DEPARTMENT: DISTRICT CLERK ITEMS: 3 - DUCT BLOWER SYSTEM WITH DIGITAL GAUGE 3 - BLOWER DOOR SYSTEM WITH DIGITAL GAUGE ESTIMATED COST: $13,935.00 FUNDING SOURCE: WITHIN BUDGET EXPENDITURE SOURCE: 466.0000.02090.2009 GRANT FUND, HEALTH & HUMAN SERVICES, PROPERTY LESS THAN $5,000, FY2010) PROPOSED ACTION: The Health and Human Service Department is requesting authorization to purchase the above listed items for the WAP-DOE Grant #8305 which were court ordered on April 28, 2009 and assigned court order number 2009 - 0790. Recommended by the Office of Budget and Evaluation.

43) DEPARTMENT: 5215 HEALTH & HUMAN SERVICE ITEMS: 2 - ELTRON ESTIMATED COST: $190.00 FUNDING SOURCE: WITHIN BUDGET EXPENDITURE SOURCE: 120.5215.02160.2010 GENERAL FUND, HEALTH & HUMAN SERVICES, PROPERTY LESS THAN $5,000, FY2010) PROPOSED ACTION: The Health and Human Service Department is requesting authorization to purchase the above listed items for the STD Clinic to use for patient’s files.
44) DEPARTMENT: Health & Human Service – Immunization Registry
ITEM: 5 – Four Drawer Vertical File Cabinet
       100 – Chairs
       6 – Dorm Refrigerators
       3 – 18 CU FT Refrigerator w/Delivery
       3 – DestroyIt Shredder 2630
       11 – Standard LaserJet Printers
ESTIMATED COST: $13,212.00
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 and Human Service Department is requesting authorization
to purchase the above listed items for the Immunization Grant #8708 which
were court ordered on September 1, 2009 and assigned court order number
2009 – 1585. **Recommended by the Office of Budget and Evaluation.**

45) DEPARTMENT: Health & Human Service – Immunization Registry
ITEM: 3 – Muratec F-525 Digital Document Fax w/Installation
       11 – Standard Desktop PC
ESTIMATED COST: $13,205.00
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 and Human Service Department is requesting authorization
to purchase the above listed items for the Immunization Grant #8708 which
were court ordered on September 1, 2009 and assigned court order number
2009 – 1585. **Recommended by the Office of Budget and Evaluation.**
TELECOMMUNICATIONS

195th Judicial District Court - D-1011009 - request installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

203rd Criminal District Court - M-1012032 - request issue a long distance authorization code for employee to contact outside entities. Equipment $0.00; Installation $0.00; Recurring Cost $0.00 - Recommended

Communications & Central Services - M-1012001 - request installation of a voice line for new atm machine in Nick's Cafeteria. Equipment $0.00; Installation $115.00; Recurring Cost $0.00 - Recommended

County Clerk - D-1011010 - request installation of a data line. Equipment $0.00; Installation $115.00; Recurring Cost $0.00 - Recommended

District Attorney - M-1012023 - request issue a long distance authorization code for employee to contact outside entities. Equipment $0.00; Installation $0.00; Recurring Cost $0.00 - Recommended

Forensic Sciences - requests:
M-1012017 - to issue long distance authorization code for new employee to contact outside entities. Equipment $0.00; Installation $0.00; Recurring Cost $0.00 - Recommended

M-1012019 - to issue long distance authorization code for new employee to contact outside entities. Equipment $0.00; Installation $0.00; Recurring Cost $0.00 - Recommended

D-1012006 - to relocate data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

Health & Human Services - M-1012021 - request installation of a voice line with a multi-line phone. Equipment $76.00; Installation $115.00; Recurring Cost $0.00 - Recommended Fund: 00466 Grant: 8301

IT Services - D-1012007 - request installation of a data line for kronos. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

Parkland Jail Health - M-1012029 - request issue a single line phone (instrument only). Equipment $43.00; Installation $0.00; Recurring Cost $0.00 - Recommended

01/05/2010
Public Defender - M-1012028 - request issue a long distance authorization code for employee to contact outside entities. Equipment $0.00; Installation $0.00; Recurring Cost $0.00 - Recommended

Sheriff - Release - M-1012030 - request installation of a voice line and single line phone. Equipment $43.00; Installation $115.00; Recurring Cost $0.00 - Recommended Funding: 00532.0000.2090.91002

Sheriff - Decker - D-1012003 - request installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

Sheriff - Inmate Housing - requests:
M-1012033 - installation of a voice line for visitation booth. Equipment $0.00; Installation $115.00; Recurring Cost $0.00 - Recommended

M-1012034 - request installation of a voice line for visitation booth. Equipment $0.00; Installation $115.00; Recurring Cost $0.00 - Recommended

Sheriff - Release - requests:
M-1012016 - request installation of a voice line and single line phone. Equipment $43.00; Installation $115.00; Recurring Cost $0.00 - Recommended Funding: 00532.0000.2090.91002

D-1012004 - installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended Funding: 00532.0000.2090.91002

D-1012005 - installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended Funding: 00532.0000.2090.91002

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.

01/05/2010