A ATOS ORIGIN

A ATOS ORIGIN
Countywide Receipting System - Dallas County
2005

GOVERNMENT
EXHIBIT NO.
562

3:14-CR-293-M

Kathy Nealy

From: "Varela, Jennifer" <Jennifer.Varela@atosorigin.com>
To: <Kathy_Nealy@msn.com>
Sent: Thursday, July 21, 2005 8:44 AM
Subject: Please send me the 6/01/05 Invoice

Jennifer P. Varela
Atos Origin IT Service
NAM Finance Center
Tel: (713) 439-4325
Fax: (713) 403-7211
E-mail: jennifer.varela@atosorigin.com

#

KATHY L. NEALY & ASSOCIATES

"TAKING IDEAS TO THE WORLD"

1211 WILLOW GLEN
DALLAS, TEXAS 75232
(214) 374-2878 OFC * (214) 374-0715 FAX

FACSIMILE TRANSMITTAL SHEET

TO: Jim Paige	FROM: Kathy Nealy
COMPANY: Atos	DATE: 8-19-05
FAX NUMBER: 713-403-7204	TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER: 713-499-4247	SENDER'S REFERENCE NUMBER:
RE: Dallas County Oracle Upgrade	YOUR REFERENCE NUMBER:

☑ URGENT ☐ FOR REVIEW ☑ PLEASE COMMENT ☑ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

This confidential memo has been brought to my attention. I thought I should immediately make you aware. Your comments are appreciated. Thanks

Kathy

NOTICE OF CONFIDENTIALITY

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DALLAS COUNTY
Information Services

To: Bob Clines
From: Bob Keslinke
Date: 8/12/05
Reference: Proposal to Dallas County for Oracle 11i Upgrade and Implementation of Advanced Benefits Services. Dated 3/11/04

CC: Gwen Hurd
Subject: Atos Origin Observations & Issues

It has become increasingly apparent that the Oracle 11i Upgrade – Phase II, will be referred to as the Project in the rest of this document, has become hopelessly behind schedule. Barring a miracle, we feel that the Oracle Advanced Benefits portion of the project will not be ready by the 10/1/05 deadline.

The history of the Project would lead us to believe that we need to do something. The following are examples of deliverables to date:

Oracle Module Per Contract	Brief Go Live	Actual Go Live
Processing of Attorney Pay Sheets	2004	Not complete
iPurchasing	11/12/04	Not fully functional. Missing multiple components.
ISupplier	12/14/04	Not complete
Sourcing/Contracts Admin	2/15/05	Not complete
iRecruitment/SS HR	5/31/05	View only on 8/15/05. Other functionality put on hold.
Advanced Benefits	10/1/05	Recent issues put that date in doubt.

Dallas County feels that the performance on this contract has been grossly mishandled. The following is a list of risks and issues that were discussed with Atos on 8/9/05 when it was realized that the crash of the Dev3 server (being used for pre-production test) had crashed two weeks earlier and was still experiencing problems:

The following items are in addition to the timeline outlined in the Atos Oracle – Phase 2 New Modules Implementation Technical Status Report dated 8/9/2005

Action Items (Note - topics brought to the table for discussion will be noted in the minutes and coded: I - information only, A - action required, R - resolution required, E - escalation required)

Code	Description	Brought By	Action / Resolution	Assigned To	Due Date
A	Bring on Workflow Specialist	Joy	Vanessa to bring new person on board ASAP	Vanessa	8/11/05
A	Find help to resolve Attorney Pay Sheet field issue	Joy	Joy to put in TAR Gwen to contact Oracle Bob to contact Oracle Vendor	Joy	8/11/05
A	Conduct user acceptance testing (UAT) for ESS Go Live	Joy	Work with Auditor to get sign-off	Joy	8/11/05
A	Help Desk Rep Training/Update	Vanessa	Ensure Help Desk Rep is briefed prior to ESS 8/15 Go Live	Vanessa	8/12/05

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A	Fix Prod Auto-Updater	Tom	Put in patches to fix issue	Tom	8/14/05
A	Review user test cases for OAB to ensure they are covering all the bases.	Bob C	Do once over on current test scenario and make suggestions to cover gaps	Gwen	8/22/05
A	Determine if a night window for patching can be created	Vanessa	Vanessa to set up meeting with users and tech people to see if what issues there are with setting up a nightly maint window	Vanessa	8/11/05
A	Determine quantity and location for PC's and data drops to facilitate employee access to ESS and OAB	Mary	Mary to provide list to Bob K	Mary	8/10/05
A	Identify additional hardware for Test Web server to replace units moved to production	Joy		Tom	8/12/05

Risks (Key H - High, M – Medium, L - Low, NA – Not Assessed)

Code	Description	Impact
H	Volume testing of Portal has not been done. There are over 6,000 employee's and thousands of vendors.	OAB & I-Procurement system could become unacceptably slow, or could fail.
H	Can't resolve field visibility issue in Attorney Pay Sheets	Attorney Pay Sheets will not function and can not Go Live.
H	Workflow specialist does not start.	OAB and I-Procurement Modules will miss their Go Live Dates
H	Auto-updater fix fails in Prod	All modules will not be able to Go Live because patches will not be applied to Prod.
H	Patching takes longer than expected (including research on pre-reqs)	Associated modules will not Go Live
H	Auditor doesn't approve ESS software by 8/11	ESS will not Go Live on 8/15
M	Insufficient users to perform regression testing for OAB.	30 users will complete testing in one week. 10 users will take two weeks. Lack of testing could delay Go Live.
M	Additional Disk Space in not made available	Continue to backup to tape. Take down on Dev instance. Will not have a separate Training Instance.
L	Won't have Web Load Balancer or second web server on Test	If Web Load Balancer working in Prod, this part of the system should not be an issue unless the LB itself needs to be tested.
L	Additional PC's not available.	Some employees may not have easy access to their information when they need it.

We were also provided with a schedule that was rendered meaningless by 8/11/05. In meetings on that day it was decided that:

1. Implementation of ESS – View only will proceed for Go Live on 8/15/05.
2. Additional work on ESS functionality will stop.
3. Work on the following modules will be stopped until Oracle Advance Benefits is completed and installed on 10/1/05
   a. HR MSS
   b. Attorney Paysheets
   c. IProcurement
   d. iSupplier
   e. Sourcing/Contracts Admin

S

Additionally, several of the key activities that had to happen, per the Atos Team did not happen:

1. The Workflow specialist did not arrive on 8/11/05, as promised, even thought the County waived their review requirement.
2. The critical Dev3 database went down again and was not available to until about 2 PM on 8/11/05. A loss of three days.
3. The project plan detailed work plan provided to Gwen Hurd was rendered useless by the events on 8/11/05.

We also have heard the following:

1. Several key people will be rolled off on 8/15/05.
2. Current production personnel being funded under the Dallas County IT Maintenance and Operations contract will be expected to pick up the slack.
3. There are issues in providing personnel from out of area because of a dispute over travel expenses.

Based on the current trend, we feel the following will be the case:

1. Most project funding will be expended by the time the Oracle Advanced Benefits module hits Go Live on 10/1/05.
2. Based on the original Atos proposal of $1,113,424, the undelivered functionality which comprises $624,440 (58%) will have been expended while only delivering a fraction of the functionality.
3. The contract will cost considerably more than the contracted price while full functionality will not be delivered, optimistically, until early 2006.

Finally, the fact that there has been no ability to patch the Oracle production environment since May 20, 2005, shows a gross negligence on the part of the Oracle production team. Whether these issue are due to inexperience or overworked staff, Dallas County IT Services believes that Atos Origin is not delivering the value that the County has paid for.

Before going forward, we require the following information from Atos Origin:

1. Amount expended on the Project by Atos Origin. This is not limited to what has been paid by Dallas County.
2. Estimated amount expected to be expended by Atos Origin to deliver full functionality of the Phase II modules.
3. Is Atos Origin willing to expend these funds by providing personnel external to the current operations contract? In other words, is there any dependence on Atos resources currently contracted under the support agreement to facilitate the implementation of the remaining modules, over and above what a standard practice production team would provide?
4. Does Atos have a Program Manager in mind that will provide Dallas County with a baseline project timeline and then keep us accurately informed as to the progress along that timeline?
5. A list of all project personnel with experience, stated in years, in the specific competency called for by the project position. (i.e. DBA – Oracle 10 years)
6. A list of current production personnel that will be expected to provide project support outside the migration to production.
7. Name of an Atos Origin Executive liaison to quickly resolve issues?
8. A list of next steps to resolve these problems.
9. A list of requirements of what is needed from County personnel.

We would like assurance from Atos senior management that:

1. The Oracle Advanced Benefits module will be operational for open enrollment due to begin on 11/1/05.
2. Current production personnel will be able to focus on production and not be assigned project responsibilities, other than those one would normally expect of production personnel.
3. Atos Origin will deliver all functionality paid for by the County by the end of 2005 without enduring additional costs to the County.
4. The Atos Project Manager will communicate delays immediately to the County. Delays should be stated in terms of impact to the project timeline.

DALLAS COUNTY
Information Services

MEETING MINUTES

To: Bob Clines
From: Bob Keslinke
Date: 8/9/05
Reference: Court Order 2005 1230 Change Management
CC: Gwen Hurd, Vanessa King, Mary Cooksley, Tom Sullivan, Joy Bass, Wade Price, Randy Powell
Subject: Oracle Issues Meeting

Attendees

Team members in attendance at the meeting:

- **Chair – Bob Clines, CIO, Dallas County IT Services**
- **Attendees-**

  Dallas County
  Gwen Hurd (Dallas County PM)
  Bob Keslinke (Note/Minutes)

  Atos Origin
  Vanessa King
  Mary Cooksley
  Randy Powell
  Tom Sullivan
  Joy Bass – Oracle Project Manager
  Wade Price

Notes

- **General -**
  - The purpose of this meeting:
    - Oracle 11i Upgrade Project issues.
    - Detailed meeting agenda attached
    - Discuss plan of action for making sure delivery dates for specific modules are met. Specifically:
      - ESS – 8/15/05
        - Employee view only functionality
        - Pay stub
        - Deposit device still printing on the 8/15 payroll

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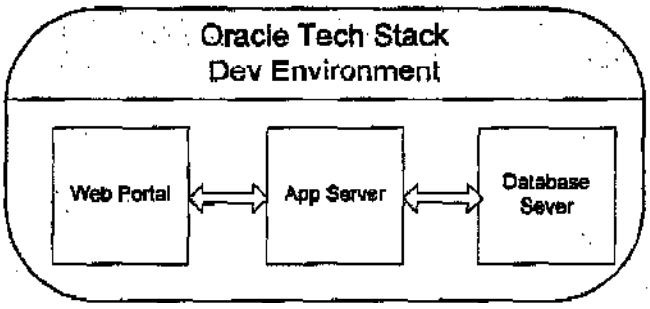
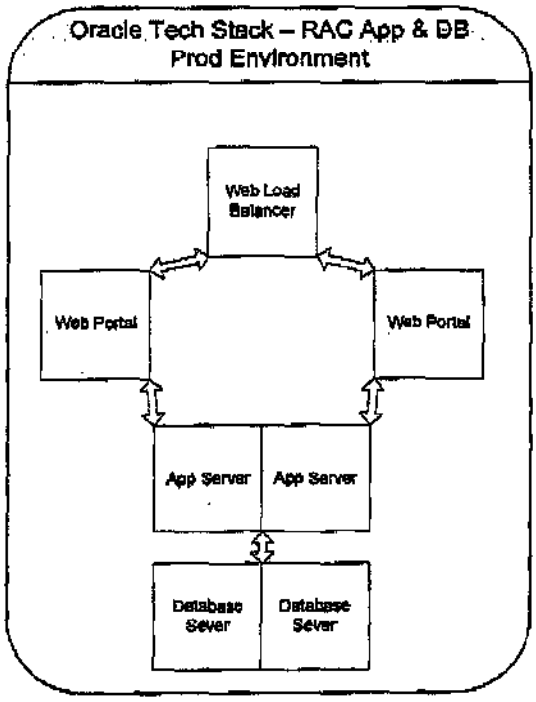
        - OAB – 10/1/05
            - Auditor requested availability for 9/1
            - Open enrollment starts on 11/1/05
        - I-Procurement Modules – 10/01/05
    - **Next Meeting: Friday 8/12/05 @ 10:00, Admin 3rd Floor CR**
- **Environments**
    - **Overview**
        - **Total disk space on SAN (Storage Area Network): 3.2 TB**
            - Current disk space usage:
                - Mainframe: 1.0 TB
                - Oracle: 1.3 TB
                - Unallocated: .9 TB
        - Each Oracle instance takes about 280 GB. Rounding to 300 GB allowing for growth.
        - An additional 300 GB should be available for backups.
        - Total estimated space per instance is approx. 600 GB
        - Required instances
            - Development (exists)
            - Test (building)
            - *DBA* (to review and test patches) *(not available)*
            - *Training (not available)*
            - Production (exists)
            - **Total of 3.0 TB of space ideally** (600 GB X 5 instances) just for Oracle
        - Currently backups are being done to tape reducing current requirements to 1.3 TB.
        - The development and test environments consists of the following Oracle instances:
            - Dev1 (Development)
                - Cloned from Prod 5/20/5
                - Used to develop HR modules
                - ESS
                - MSS
                - OAB
                - Current patches applied, but not checked for pre-requisites
            - Dev2 (Development)
                - Cloned from Prod in late 2004 (Nov or Dec)
                - Used to develop:
                - Attorney pay sheets
                - Portal
                - I-Source
                - I-Supply
                - Patches for portal applied
            - Dev3 (Test)
                - Cloned from Prod on 7/5/05
                - Will be pre-Prod to test prior to moving to Prod.
                - Re-designated as Test
                - Will combine patches from Dev1 & Dev2

- Will be used to test migration
- Dev3 will be completely built and converted to test by 8/12/05.
- Will be used to test time for applying patches

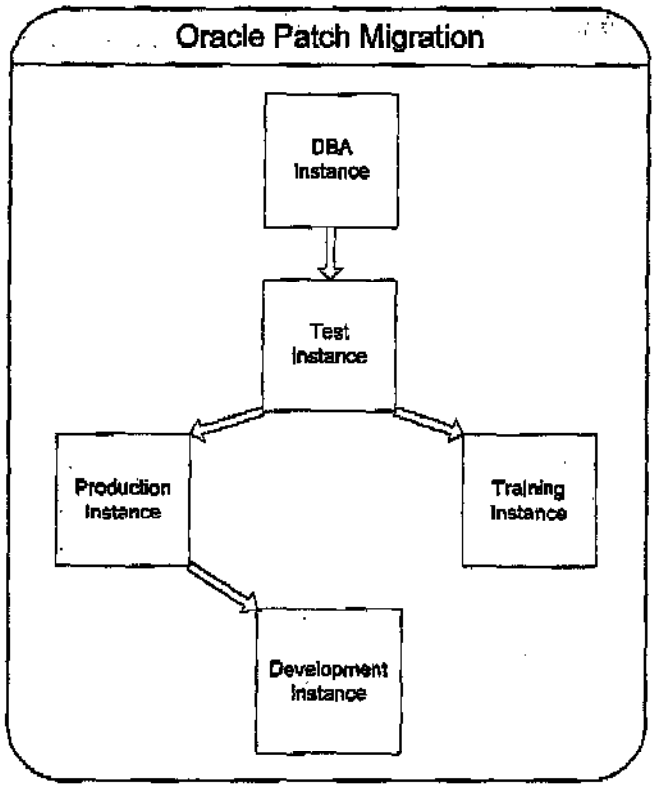
- Oracle recommended tech stack configuration for development (each box is a separate hardware box):



- Prod (Production)
  - No patches applied since 5/20/05
  - Two web servers from Dev2 will be moved to Prod during production migration of the Portal
  - App and DB servers in Oracle RAC configuration. RAC provides load balancing and redundancy for Prod environment
  - App servers have load balancing
  - There will be two web servers to handle the volume.
  - A load balancer for web traffic will move traffic between servers on the fly to ensure a balanced usage.



- **Issues:**
  - Environments
    - Disk Space
      - To set up the required instances will require an additional 2 TB of space
        - This will facilitate backups which are now slow and time consuming (i.e. one database can take up to 16 hours to backup to tape)
        - There is no space to set up two essential instances:
          - DBA
          - Training
        - The Disaster Recovery instance has be taken down to make space for other project required instances.
        - Additional disk space was approved at the 8/9 IT Steering Committee
    - Patches
      - We can not patch Prod and have not been able to do so since 5/20/05
      - The auto-updater will have to be fixed in Prod in order to apply needed patches. The auto-updater fix is scheduled to be done this weekend.
      - We are 24 patches behind in for the HR modules (ESS, MSS & OAB)
      - We are 37 patches behind for the I-Procurement modules.
      - Patches can only be applied every other weekend and each weekend only has about a 20 hour window. It is estimated that three weekends will be required to apply all needed patches to Prod.
      - Current processing requirements preclude applying patches to Prod at night. There will have to be some user concessions on backup and processing to open up night windows for patches.
      - No records from previous DBA's on whether pre-requisite patches were applied. This will require some painstaking research to ensure everything is up to date before applying the patches mentioned above.
      - There is risk here as the application of so many patches may have an effect on running applications.
      - Tom's production team will help in researching pre-reqs for patches. The focus will be on the HR module patches.
      - There is currently no DBA instance to test patches. We do not have enough space or equipment to do that right now.
      - What should be happening with patches:



- Portal
  - When two web servers and load balancer are moved to Prod, we will only have a single test server for Test. This was considered a minimal risk.
  - A third web certificate will need to be created for a test web server. There was some discussion on whether external testing was required. This matter was left open.
- ESS
  - Still scheduled to go live Monday, 8/15/05
  - Showstoppers
    - The Auditors office want to ensure that employees will only be able to see their own information.
      - This needs to be done by Go Live.
      - Joy will work with users to get this done by 8/11 (Thurs)
    - Still entering over 7,000 user ID's
      - User ID's are incremental. In other words, they don't all need to be in for those entered to use the system.
      - This is a risk that there will be some people unable to use the system on 8/15.
      - Feeling was that this was proceeding on pace, but will be tight for Go Live.
    - Still have not briefed Help Desk reps on system.
      - Help Desk is to allow for extra traffic starting on Monday.
      - They need training, instruction.
      - They are due to review system on 8/11 & 8/12

- May need additional PC's for distribution to remote locations where there are a lot of employee's, but few PC's.
  - Estimate 10 additional units will be needed
  - Mary to come up with an actionable list by 8/10 (number of units and locations)
- Attorney Pay Sheets
  - Showstopper - Need an Oracle OA Framework specialist to fix fields on descriptive issue. Can not seem to make this function work correctly. Without this function, Attorney Pay Sheets will go live.
  - It seems to be a configuration issue not covered by the documentation. Should require a relatively short time for a knowledgeable person to fix (less than a day)
  - Joy will log a TAR with Oracle
  - Gwen will call Oracle to see if we can get any support from them. Oracle engineers cost about $240/hour plus per diem.
  - Bob will call company that specializes in Oracle and see if we can get some support.

- OAB
  - Patches to Dev, Test and Prod (explained above)
  - Need a Workflow specialist ASAP
  - Bob Clines and Gwen agreed to go with the Atos recommended person whom they had interviewed. Due to the urgent need, the County related interviews will be waived.
  - The person should start on Thursday, 8/11.
- I-Procurement
  - Patches to Dev, Test and Prod (explained above)
- All Projects
  - It would be prudent to bring on a back-up/supplemental Unix Admin until Go Live for OAB. We only have one Unix Admin now and between projects and production, he is severely overtaxed.
    - Gwen to give Bob Clines a review of what it will take to bring this person on board.

- **Communications**
  - Joy is the point person for the Oracle project.
  - The attached timeline lays out when key steps have to be completed.
  - Joy is to send an e-mail to distribution if there are <u>any</u> issues that will have an impact on the timeline.
  - Bob Clines will decide what meetings and people will be required to resolve the issue.
  - Bob Clines will be responsible for communicating issues to the customer and the Commissioner's Court.

The following items are in addition to the timeline outlined in the Atos Oracle – Phase 2 New Modules Implementation Technical Status Report dated 8/9/2005

Action Items (Note - topics brought to the table for discussion will be noted in the minutes and coded: **I** - information only, **A** - action required, **R** - resolution required, **E** - escalation required)

Code	Description	Brought By	Action / Resolution	Assigned To	Due Date
A	Bring on Workflow Specialist	Joy	Vanessa to bring new person on board ASAP	Vanessa	8/11/05
A	Find help to resolve Attorney Pay Sheet field issue	Joy	Joy to put in TAR Gwen to contact Oracle Bob to contact Oracle Vendor	Joy	8/11/05
A	Conduct user acceptance testing (UAT) for ESS Go Live	Joy	Work with Auditor to get sign-off	Joy	8/11/05
A	Help Desk Rep Training/Update	Vanessa	Ensure Help Desk Rep is briefed prior to ESS 8/15 Go Live	Vanessa	8/12/05
A	Fix Prod Auto-Updater	Tom	Put in patches to fix issue	Tom	8/14/05
A	Review user test cases for OAB to ensure they are covering all the bases.	Bob C	Do once over on current test scenario and make suggestions to cover gaps	Gwen	8/22/05
A	Determine if a night window for patching can be created	Vanessa	Vanessa to set up meeting with users and tech people to see if what issues there are with setting up a nightly maint window	Vanessa	8/11/05
A	Determine quantity and location for PC's and data drops to facilitate employee access to ESS and OAB	Mary	Mary to provide list to Bob K	Mary	8/10/05
A	Identify additional hardware for Test Web server to replace units moved to production	Joy		Tom	8/12/05

Risks (Key **H** - High, **M** – Medium, **L** - Low, **NA** – Not Assessed)

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H	Volume testing of Portal has not been done. There are over 6,000 employee's and thousands of vendors.	OAB & I-Procurement system could become unacceptably slow, or could fail.
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H	Workflow specialist does not start.	OAB and I-Procurement Modules will miss their Go Live Dates
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H	Patching takes longer than expected (including research on pre-reqs)	Associated modules will not Go Live
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M	Insufficient users to perform regression testing for OAB.	30 users will complete testing in one week. 10 users will take two weeks. Lack of testing could delay Go Live.
M	Additional Disk Space in not made available	Continue to backup to tape. Take down on Dev instance. Will not have a separate Training Instance.
L	Won't have Web Load Balancer or second web server on Test	If Web Load Balancer working in Prod, this part of the system should not be an issue unless the LB itself needs to be tested.
L	Additional PC's not available.	Some employees may not have easy access to their information when they need it.

DALLAS COUNTY
Information Services

MEETING MINUTES

Meeting Agenda

Date: 8/9/05
Time: 1:00 PM

Subject: Oracle Production and Upgrade Project Issues

1. Bob Clines – Background and what we expect to accomplish
2. Production Issues
   a. Patches
      i. Unable to patch production
      ii. 37 patches behind for OAB project
   b. Portal
      i. Security
   c. Oracle Instances Status
      i. DBA Instance
      ii. Test Instance
      iii. Training Instance
      iv. DR Instance
3. Project Issues
   a. Portal
      i. Needed to make OAB work properly.
      ii. Need access outside the firewall
      iii. Next steps
   b. OAB – Oracle Advanced Benefits Project (Go Live 8/25)
      i. How long will date be delayed
      ii. Can this be improved?
      iii. Next steps
   c. ESS Project (Go Live 8/12)
      i. What functionality is missing.
      ii. What will it take to get there
   d. Other Problem Modules
      i. I-Procurement
      ii. I-Supply
      iii. I-Sourcing
4. Resource Issues
5. Review action plan and schedule
6. Verify action items

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NEW MODULES IMPLEMENTATION

Technical Status Report

Meeting Facilitator: Joy Bass

Attendees: Mary, Tom, Wade & Randy

Date: Friday, August 05, 2005 – 4:00 PM

Topic: Technical Team Meeting – Patches to Prod Test, DEV3 & ESS Go-Live for Check Viewing

Status Items

1. Prepare to meet the August 15th timeline for ESS Go-Live
2. Steps to implementation listed below with projected timelines

Recap:

TABLE #1 - DEV3 ENVIRONMENT

#	Activity	Estimated Duration	Estimated Start Date	Estimated End Date	Resource	Status
1	Apply DEV2 patches to DEV3	4 Days	8-8-05	8-11-05	Project Team	In Progress
2	Perform Backup of DEV3	1 Day	8-12-05	8-12-05	System Team	Pending
3	Apply Portal Patches, Configure & Test in DEV3	19 Days	8-15-05	9-2-05	Project Team	Pending
4	Dallas County Users External Testing Portal	24 Days	9-6-05	9-30-05	Dallas County Users	Pending

TABLE #2 - PRODUCTION TEST ENVIRONMENT

#	Activity	Estimated Duration In Calendar Days	Estimated Start Date	Estimated End Date	Resource	Status
1	Confirm the availability of the Production Test Environment (PTE) on the SAN	N/A	8-5-05	8-5-05	Mary	Done
2	Clone Production in PTE	5 Days	8-8-05	8-12-05	Prod Team	In Progress
3	Apply Production "Fix" Patches to PTE	3 Days	8-12-05	8-14-05	Prod Team	Pending
4	Apply Production "Fix" Patches to Production	1 Day	8-13-05	8-14-05	Prod Team	Pending
5	Perform Backup of PTE	1 Day	8-15-05	8-15-05	System Team	Pending
6	Apply DEV3 Patches to PTE	7 Days	8-16-05	8-22-05	Prod Team	Pending
7	Perform Backup of PTE	1 Day	8-23-05	8-23-05	System Team	Pending
8	Perform Regression Testing on PTE Environment	TRAINING ROOM 9 Days	8-23-05	8-31-05	Dallas Co. Users	Pending
9	Apply DEV3 Patches in Production (to be performed over 3 alternate weekends)	15 Days	9-10-05	9-25-05	Prod Team	Pending
10	Apply Portal Patches, Install & Configure Web Servers in Production Environment *(Key: Some work done in evenings rather than just weekends)*	20 Days	10-3-05	10-23-05	Prod Team Project Team	Pending

7 DAY PAD

NOT ADEQUATE TIME
NEED 3 WEEKENDS - TALKING TO AUDITOR TO GET NIGHT.

Outstanding To Do's			
Name	Description of Task	Date Completed	Status
Mary	Send the Regression Scripts to Gwen Hurd for review & selection of scripts to perform for this regression testing	8/8/05	Done
Tom S.	Mobilize Production Team to begin working on the implementation of the "Fix" & DEV3 patching for PTE	8/22/05	In Progress
Joy	Mobilize Project Team to begin working on the implementation of DEV2 to DEV3	8/10/05	In Progress
Next Meeting: August 12, 2005, 10:30 AM – Records Building – 3rd Floor Courtroom (War Room)			

100

DALLAS COUNTY
COMMISSIONERS COURT

Date: May 12, 2004

To: Commissioners Court

From: John M. Hennessey
MIS Director

Subject: Rationale for Same Day Briefing and Court Order for Oracle 11i Upgrade

It is requested that the Commissioners Court accept the briefing and court order on the same day for the Oracle 11i Upgrade so that the [redacted] that the upgraded system is in place and operational for the end-of-fiscal-year processing.

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DALLAS COUNTY
MANAGEMENT INFORMATION SYSTEMS

Date: May 12, 2004

To: Commissioners Court

From: John Hennessey
MIS Director

Subject: Oracle 11i Upgrade

Background

Commissioners Court, in Court Order 2003-1046, dated June 17,2004, authorized an assessment of the current environment of the county's Oracle Financials system. Schlumberger (now Atos) conducted the assessment and presented the results to the IT Steering Committee. The IT Steering Committee has reviewed the scope of work to be performed and negotiated an implementation proposal and timeline with Atos that is very favorable to the County.

The scope of work to be performed in this engagement consists of the following activities:

- Installation of a new hardware/server environment that shares computing power and storage with other applications thereby leveraging/sharing other technology purchases
- Migration of the Elections payroll processing from the mainframe to the Oracle Financials system
- Upgrading the following Oracle Financials modules to release 11i
  - General Ledger — Accounts Payable — Purchasing
  - Accounts Receivable — Project Costing and Project Billing
  - Grants — Fixed Assets — HR
  - Cash Management — Payroll
- [redacted]
- Improving the Oracle Help System
- Implementation of new Oracle modules and functionality
  - [redacted] — Contracts
  - [redacted]
  - [redacted]

Exhibit A contains a brief description of the new Oracle modules.

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- A Technical Analyst to convert existing functional enhancements and non-standard reports from Release 11.03 to Release 11i

Implementation of Procurement Modules

Once a stable instance of Oracle Release 11i is established, we will begin the implementation of additional modules for Procurement. We are anticipating that we will [redacted] The modules included in this phase are [redacted] Contracts. Current planning calls for the implementatio[redacted] The actual schedule is subject on the availability of Oracle Release 11.5.10.

Implementation of Advanced Benefits

Oracle Advanced Benefits is a new module in Oracle Release 11[redacted]l. Atos Origin will have the module [redacted]. Our pricing includes support of Dallas County through the first open enrollment period.

Attorney Paysheets

Atos Origin understands Dallas County's need to streamline the processing of Attorney paysheets. While it may be possible to utilize the majority of the functionality provided by the iExpenses module, some customization may be required. Atos Origin will provide a technical resource to make the necessary modifications to meet Dallas County's objectives. Setup of the module will be the responsibility of the Purchasing and Financial resources involved in the Upgrade.

Customized Help

Atos Origin will provide a Change Management resource to assist Dallas County with customizing the Help feature of Oracle Financials. This resource will work with the upgrade team throughout a majority of the upgrade process.

Approach

Performing the Upgrade

An upgrade consists several hundred steps. Each step will be assigned to the resource responsible for that step. The Database Administrator performs the majority of the steps. For example, a step may be needed for the Functional HR/Payroll resource to make additions to the existing setups to support the new database structure in Release 11i. Atos Origin will perform four iterations of this upgrade process. There are two goals we will accomplish with each iteration. First, we determine what potential problems might be faced during the implementation and develop appropriate solutions for those problems. Solutions include applying patches and modifying reports and procedures to support the new database structure. Second, we determine the actual amount of time that will be

of Dallas County's "New Look" initiative and our methodology will support this effort very well.

Elections Payroll

After further discussion with the County, Atos Origin understands that the County will be implementing Payroll for the election workers in the current 11.03 environment while the upgrade project is proceeding. Technical hours to support the County's efforts have been included in our project planning. However, our understanding is that the County will be undertaking the functional effort of this project. Atos Origin will provide some functional support for this project. All documentation, training, and testing of the Election Workers Payroll will be the responsibility of the County.

Attorney Paysheets

During the Upgrade Assessment, the Dallas County Auditor brought to our attention that the current process for paying court appointed attorneys is antiquated and painfully paperwork intensive. Atos Origin is proposing to streamline this process by setting up and using the iExpenses module to provide a Web based interface for attorneys to enter their time. Once the time is entered into the system, it will need to follow a customized workflow to assist in automating the approval process. Once the time is entered and approved, iExpenses will interface the transactions to the Accounts Payable module where it will be paid electronically to the attorney's bank account.

[redacted]me in our proposal to modify workflow and produce necessary reports to support the new process. The new process will be put in place as part of the upgrade "go live."

Customized Help

Atos Origin proposes providing a resource for 600 hours to assist [redacted] proposes that Dallas County use $60,000 of Value Added Services (VAS) dollars to cover the cost of this resource.

Project Schedule

Task Name	Start Date	Finish Date
Dallas County Upgrade to Oracle 11i	05/18/04	11/18/05
Upgrade of 11.03 to 11i	05/18/04	10/13/04
Iteration #1 - Upgrade Strategy Development	05/18/04	06/07/04
Complete Iteration #1	06/07/04	06/07/04
Iteration #2 - Apply Technical Fixes	06/08/04	06/28/04
Complete Iteration #2	06/28/04	06/28/04
Iteration #3 - Gold Code Development	06/29/04	07/12/04
Gold Testing	07/13/04	07/26/04
Complete Gold Code Development	07/26/04	07/26/04
Iteration #4 - Platinum Code Development	07/27/04	08/02/04

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Platinum Testing	08/03/04	08/23/04
Complete Platinum Code Development	08/23/04	08/23/04
Training	08/24/04	09/10/04
Perform Upgrade on Production	09/10/04	09/15/04
Go Live!!!	09/15/04	09/15/04
Post Production Support	09/16/04	10/13/04
Implementation of iPurchasing	[redacted]	
iProcurement Implementation	07/13/04	11/12/04
iProcurement - Prepare	07/13/04	08/09/04
iProcurement - Design	08/10/04	10/01/04
Design CRP 1	08/10/04	09/06/04
CRP 1	09/06/04	09/06/04
Design CRP 2	09/07/04	10/01/04
CRP 2	10/01/04	10/01/04
iProcurement - Deploy	10/04/04	11/12/04
Go Live!!!	[redacted]	
iSupplier Implementation	[redacted]	
Sourcing/Contracts Implementation	[redacted]	
Implement iRecruitment/SS HR	[redacted]	
Advanced Benefits	05/16/05	11/18/05

Pricing Table

Category	FTEs	Estimated Hours	Hourly Rate	One Time	Total
Upgrade Existing Modules	7.5 – 8.5	4308	109.33		$470,994
Implement Advanced Benefits	1	716	112.00		$80,640
Implement Procurement Modules	1 – 2	1156	134.27		$156,215
Attorney Paysheets	1	360	133.39		$48,020
Implement iRecruitment	1	620	112.00		$69,440
Total	**9.5 – 10.5**	**7160**	**115.06**		**$823,852**
VAS Dollars					
	9.0	2852	101.53		$289,572
Project Totals		**10012**	**111.21**		**$1,113,424**

NOTE: Managed Services price to support Phase 1 of the project are $224,960 and are exclusive of this pricing.

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Dallas County Oracle 11i Milestones

Module	Priority	Issue	Project Phase Addressed	Benefits
Fixed Asset			Upgrade	
General Ledger	T-C C-S	1.decentralized run/distribution reports 2. edit special funds	Upgrade – Need more information on issue 2. May to be addressed as part of postproduction support. Issue 2 - also has impacts on AP and check writing	
Projects		CONSIDER REPLACE MODULE	Must Upgrade	
Receivables		CONSIDER REPLACE MODULE	Must Upgrade	
Purchasing	C T-S T-S C T-C R-T-C T-S-S T-S R-S-T R-T R-T-C-S T-S-C-S- T_S_C	*1.vendor assignment *2.minority vendor 3. PO copy feature 4. 3 way match 5. Final close/clean up 6. purchasing tolerances *7. track contracts *8. insurance by vendor 9. authorize asset purchases 10. commodity codes *11. iprocurement 12. P-card 13. Reverse Auction * Key Items	Issues 2 – 6, 8, 9, 10 Upgrade Issue 1 – iSupplier Issue 7 – Sourcing/Contracts Issue 11 – iProcurement Issue 12 - Post Upgrade (currently not in scope) Issue 13 – Maybe part of Sourcing, depends on Oracle Functionality	
Accounts Payable	C T-C S	1. EFT 2. automated attorney payscheck 3. non-recurring vendors	Upgrade	
Cash Management	T-C C	1. bank deposit reconciliation 2. Check writer special funds	Upgrade	
Payroll	T-C	1. Election payroll company	Needs more discussion.	
Benefits Module	T-C-S	1. Employee enrollment and tracking	Advanced Benefits/ SS HR	
HR	T-C	*1. Applicant tracking 2. Employee action * Key Items	1. iRecruitment 2. SS HR	

DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

Fax

CONFIDENTIAL

To:	Toni	From:	Doralee Contreras
Fax:	214) 374-0715	Pages & Cover:	3
Phone:		Date:	June 29, 2005
Re:	Invoice on Atos		

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Comments:

Faxed by:
Doralee Contreras
Executive Secretary
For Dallas County Commissioner John Wiley Price
2) 653-6671 – Main Line
2) 653-6663 – Direct Line

Please advice our office if you receive this fax by error @ 214-653-6671

411 Elm Street Room 213 Dallas Texas 75202 • (214) 653-6671 voice (214) 653-7057 fax • www.dallascounty.org

P. O. Box 224725
Dallas, Texas 752224725
214.653.6671 Fax: 214.653.6622
www.johnwilleyprice.com/pages/kwanzaa.html

Invoice No. 1203005

INVOICE

Customer

Name: Atos Origin
Address: 5599 San Felipe, Suite #400
City: Houston State: TX ZIP: 77056
Phone:

Date: 1/26/2005
Rep: D. Fain

Qty	Description	Unit Price	TOTAL
1	KwanzaaFest 2004 Sponsorship	$5,000.00	$5,000.00
	KwanzaaFest Tax ID # 752851704		
		SubTotal	$5,000.00
			$0.00
		TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card Credit Card #1

Name
CC #
Expires

Office Use Only

KwanzaaFest is a not for profit endeavor that is ***FREE*** to the public. Any proceeds generated are redistributed throughout the community to address academic, social, and other philanthropic causes.

KwanzaaFest - Dallas was established to promote and celebrate African American culture, commerce and cohesion during the Kwanzaa season and beyond.

GC 601766

Atos Origin

Our Reference Number	Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount Taken	Net Check Amount
191806 TRADES	1203005 HOW			5,000.00	0.00	5,000.00

Check Date	Vendor Number	Total Amount Paid	Total Discount Taken	Total Check
04/20/05	V09418	5,000.00	0.00	5,000.00

Please retain this portion as your record of payment. *Thank You.*

Atos Origin, Inc.
5599 San Felipe Ste. 300
Houston, Texas 77056

Bank One, NA
Columbus, OH

25-3/440

GC 601766

"PAYABLE IN US DOLLARS"

Date	Control Number	Amount In US Dollars
04/20/05	601766	*******5,000.00

Pay ■ Five Thousand Dollars And No Cents

To The Order Of:

KWANZAAFEST, INC.
P.O. BOX 224725
DALLAS, TX 75222-4725
United States Of America

MP

⑈601766⑈ ⑆044000037⑆ 6565222816⑈

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DALLAS COUNTY
Status Report Week Ending 6/10/2005

6/6/05:

- Meeting with Vanessa King to discuss Dallas County account issues. Topics included coverage of Dallas County from an Account Management perspective.
- Vanessa and I discussed how to best ensure that each of the Commissioners, Elected Officials and Department heads were being kept informed of our activities.
- Discussed changing dynamics of Commissioners Court with the addition of two new commissioners
- Discussed strategy of enhancing relationship with new CIO Bob Clines
- Discussed mapping out a well defined timeline on briefing Commissioners and Department heads
- Set up follow up meeting for 6/9/05

6/7/05

- Attended IT Steering Committee and Commissioners Court
- Topics of interest included:
    - AIS: PC installs 80% complete, AO migration changes over the weekend for dispositions did not work, file formats were too big for main frame. AO will continue to work the issue. Once resolved this will fix 2 of the 6 outstanding reporting issues. Project behind schedule by 1 week.
    - Civil Courts: 1.3M cases presented back to user community (this was a full load). Users will have 4-6 weeks to evaluate and validate info.
    - Juvenile: Bob wants to look at replicating Wireless network across county. Possible opportunity.
    - Website: Website being overhauled for 3 departments, County looking for permanent fix, Getting quotes for HW now. This is part of the e-govt assessment plan.
    - Oracle Upgrade: Project still behind schedule. Vanessa indicated that it should be back on track by end of week. Virginia stated that delay is problematic since she has to continue to delay training sessions with Judges. OAB conversion also behind schedule by 30 days and Virginia doesn't have full data to test.
    - CIO got another PM contractor position approved. Position to focus on AIS.
    - AIS assessment project awarded to Microsoft. 4-6 week project. AO will provide VAS resources as part of scope.

6/8/05

- Meeting with (Barbara) Comm. Mayfield's admin to review campaign issues.

6/9/05

- Meeting with Vanessa and Randy to strategize on Account Plan. Topics included:
  - Executive Level Meeting Schedule: (Meetings already set)
    - 6/14: Lisa Hembry (Treasurer)
    - 6/15: Allen Clemson (COO)
    - 6/17: Zach Thompson (HHS)
    - 6/21: Bruce Sherbert (Elections)
    - 6/22: Taylor Shields
    - 6/28: Don Holzworth
    - 6/29: Cynthia Calhoun (County Clerk)
  - Court Dynamics
    - Discussed Voting support from Commissioners Court and how to best ensure that we maintain consistent voting support by ensuring we maintain relations with each of the commissioners and CIO.
  - Commissioner Price
    - Need to ensure that we maintain a good working relationship to ensure continued support. Regular meetings are already scheduled to ensure he is briefed on issues.
  - Bob Clines
    - Need to build a better relationship on all fronts. Since joining the County 3 months ago, Bob has not been a strong advocate for AO. Specific actions include:
      - Discussed educating Bob on our Helpdesk infrastructure
      - Discussed inviting Bob on a site visit to Houston and Arlington for site visits of our Helpdesk, Data Center and Sun/Web hosting offerings
      - Discussed how to better provide SLA reporting in a consolidated format to CIO and Commissioners Court.
      - Discussed the need to better document Service Delivery issues/requests and maintain a paper trail of these issues
      - Discussed that Bob views AO as not being as Strategic as we should be, since we have been focused on Tactical Issues.
      - Discussed Backup and restore issues over the past few months and the fact that County needs to be better educated on our services and expectations.
      - Discussed getting Bob better educated on our contract structure and Service Agreements.
      - He has just been assigned as the County HIPPA compliance officer.
  - Allen Clemson
    - Need to have more frequent meetings with Allen to solicit him for feedback on our performance and issues important to him.
  - Commissioner Mayfield

    - Discussed items of importance to him, primarily election related matters. Mayfield is in an election year and barely won last cycle by only a few hundred votes. Very competitive district.
    - It was agreed that we need to figure out a way to provide better financial support for him (contributions)
  - Commissioner Dickie
    - Discussed relationship with Cantrell (very loyal to Rep Party)
    - She is very interested in setting a Strategy for the County.
    - As former Chairman of the Board for Parkland Hospital, she is interested in Healthcare related issues.
    - Need to brief her on our efforts with UTMB, Seton, State of Texas Medicare Fraud
    - Discussed that financial support is not as important as information
  - Judge Keliher
    - Discussed her efforts to bring in 3rd party to review AIS.
    - She is also up for re-election and will have a very hard election campaign (how do we best support her)

6/10/05

- Con Call with Kathy Nealy to brief her on account activity.

 #!

Kathy Nealy

From: "Kathy Nealy" <kathy_nealy@msn.com>
To: "Page, Jim" <Jim.Page@atosorigin.com>
Sent: Wednesday, April 27, 2005 8:54 PM
Subject: Re: Dallas County

Yes, I will make myself available for a meeting on Friday, at 9am.

> ----- Original Message -----
> **From:** Page, Jim
> **Sent:** Wednesday, April 27, 2005 2:44 PM
> **To:** 'Kathy Nealy'
> **Subject:** RE: Dallas County
>
> Kathy,
>
> Are you available for a meeting to discuss on Friday morning, April 29th at 9:00am. I will fly to Dallas and meet you in the Atos Origin area if it's ok with you. Hoping to hear the results of your discussions with the Commissioner.
>
> Thank you.
>
>> -----Original Message-----
>> **From:** Kathy Nealy [mailto:kathy_nealy@msn.com]
>> **Sent:** Wednesday, April 27, 2005 7:01 AM
>> **To:** Page, Jim
>> **Subject:** Re: Dallas County
>>
>> FYI
>>
>> Article in yesterday's Dallas Morning News referencing ATOS. I met with Commissioner. He is trying to gather information to assess the situation. You, Chris and I should talk asap. They county is looking to bring in an outside consultant.
>>
>> Kathy
>>
>>> ---- Original Message ----
>>> **From:** Page, Jim
>>> **Sent:** Thursday, April 21, 2005 7:57 AM
>>> **To:** 'Kathy Nealy'
>>> **Subject:** RE: Dallas County
>>>
>>> Thank you very much.
>>>
>>> Yesterday, I received and approved your latest invoice dated April 4, 2005.
>>>
>>> thanks,
>>>
>>>> -----Original Message-----
>>>> **From:** Kathy Nealy [mailto:kathy_nealy@msn.com]
>>>> **Sent:** Wednesday, April 20, 2005 8:59 PM
>>>> **To:** Page, Jim
>>>> **Subject:** Re: Dallas County

Jim,

I am trying to schedule a meeting with Commissioner Price within the next week. Will keep you informed.

Kathy

----- Original Message -----
From: Page, Jim
Sent: Wednesday, April 20, 2005 10:50 AM
To: 'Kathy Nealy'
Subject: RE: Dallas County

Kathy,

Thanks for talking yesteday. I have confirmed the Kwanzafest invoice has been authorized for payment. Am making further inquires as to whether the check has been written.

Do you have any recommendations regarding further actions I should be taking pertaining to the issues raised in your email.

thank you.

-----Original Message-----
From: Kathy Nealy [mailto:kathy_nealy@msn.com]
Sent: Friday, April 15, 2005 1:03 AM
To: Page, Jim
Subject: Dallas County

Jim,

Just wanted to update you on Dallas County. We are being dragged into the AIS controversy. Also, there are concerns regarding Oracle. As you know, the county has a new CIO and he is hearing a lot of negative comments as it relates to ATOS. Your comments are appreciated

Kathy Nealy
Kathy L. Nealy & Associates
1211 Willow Glen
Dallas, TX 75232
(214) 374-2878
(214) 374-0715 fax

##

Atos

1) Oracle - (Disaster!)

Implemention Problem completing end of year 2004

(Qnet -

2) AIS

3) CIO - new - would like to consider pulling parts/pieces back in house

Doesn't understand the benefit of the whole contract.

Mead

Kathy Nealy

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Kathy Nealy
Kathy L. Nealy & Associates
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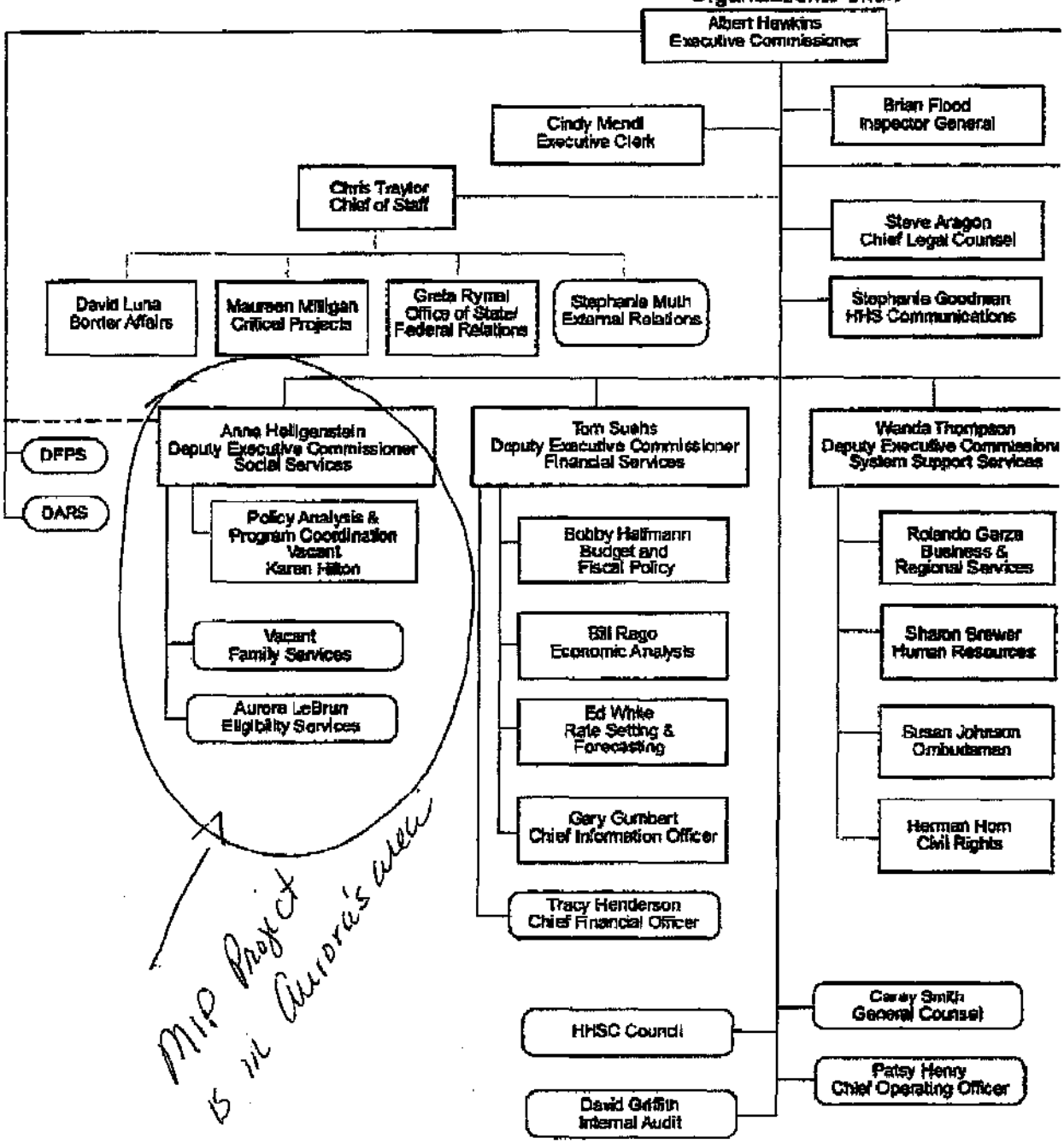
Dallas, TX 75232
(214) 374-2878
(214) 374-0715 fax

#8

Texas Health and Human Services Commission Organizational Chart



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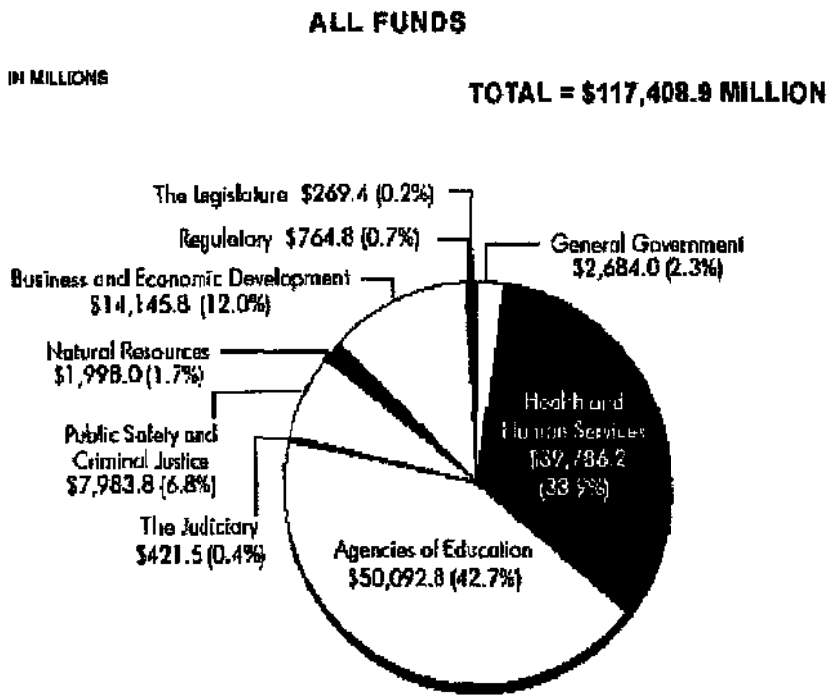
Texas Health and Human Services Commission

Strategy Review

January 21, 2005

Opportunity Background

Account Information



General Provisions = -$737.5 (-0.6%)

Notes: Excludes interagency contracts.
Totals may not add because of rounding.

Health and Human Services Profile

- 5 Agencies
  - Department of Assistive and Rehabilitative Services (DARS)
  - Department of Family and Protective Services (DFPS)
  - Texas Health and Human Services Commission (HHSC)
  - Department of Aging and Disability Services (DADS)
  - Department of State Health Services (DSHS)
- 33.9 % of the State Budget (all funds)
- 50,000 Employees
- 1000 Locations
- 200 Programs

Atos Origin

#)

Business Driver - HB2292
Consolidation and Transition

- Consolidate Organizational Structures and Functions
- Eliminate Duplicate Administrative Systems
- Streamline Processes and Procedures
- Timeframe : 2003 – 2009

Atos Origin

Organizational Activity
(Non-Program activity to-date)

- Issued RFP to Establish PMO
- Issued RFP – Front End Authentication and Fraud Prevention System Pilot PMO and Independent Expert
- Issued RFP – Front End Authentication and Fraud Prevention System Pilot

Atos is Participating "Medicaid Integrity Pilot"

Atos Origin

HB2292 – "Future Opportunities"

- LAN/WAN Upgrade
- Information & Referral Operational Services
- Compass 21 Independent Verification and Validation
- Consolidated Waiver Database
- Enterprise Health & Human Services Administrative System (PeopleSoft)
- Workstation Replacement
- HHSC Disaster Recovery Plan
- Seat Management Services
- Compliance with Federal HIPPA
- Total Cost of Ownership
- Security and Provisioning for HHSC employees
- Data Center Consolidation/ Managed Services
- Server Consolidation
- Data Center Management
- Universal Services Card

The circled items are in the identity management practice area & are similar to what we are doing in the MTP Pilot.

Atos Origin

What is Medicaid?

Title XIX of the Social Security Act is a Federal/State entitlement program that pays for medical assistance for certain individuals and families with low incomes and resources. Medicaid is the largest source of funding for medical and health-related services for America's poorest people.

Within broad national guidelines established by Federal statutes, regulations, and policies, each State (1) establishes its own eligibility standards; (2) determines the type, amount, duration, and scope of services; (3) sets the rate of payment for services; and (4) administers its own program. Medicaid policies for eligibility, services, and payment are complex and vary considerably, even among States of similar size or geographic proximity. Thus, a person who is eligible for Medicaid in one State may not be eligible in another State, and the services provided by one State may differ considerably in amount, duration, or scope from services provided in a similar or neighboring State. In addition, State legislatures may change Medicaid eligibility and/or services during the year.

Atos Origin

Opportunity Background- HB3024

HHSC /OIE

Areas of Investigation	FY98*	FY99*	FY00*
Medicaid Program Integrity	$15,569,547	$5,722,536	$8,719,952
Civil Monetary Penalties			$324,470
Utilization Review (Hospitals paid by Diagnosis Related Grouping)	$41,874,005	$40,424,668	$31,508,661
Utilization Review (Case Mix-Nursing Home)	$12,777,619	$7,544,699	$7,090,259
Tax Equity Fiscal Responsibility Act (TEFRA) Claims		$45,025	$362,341
Surveillance and Utilization Review Subsystems		$2,184,623	$1,426,859
Compliance Monitoring and Referral	$18,308,720	$15,127,601	$12,546,475
** Dollars Recovered*			

INITIAL #'s ON Fraud.

There are new ones.

HHSC Medicaid Fraud and Abuse Detection System (MFADS)

Performance Measure	FY98	FY99	FY00
Actual Cases Identified	1,394	1,567	2,567
Total Dollars Identified for Recovery	$0	$3,222,701	$6,108,139
Actual Dollars Recovered	$2,200,000	$734,702	$3,418,564

* AS REPORTED IN SPECIAL REPORT FROM TEXAS CPA

Atos Origin

Opportunity Background

RFP Information

The Health and Human Services Commission's ("HHSC") mission in this procurement is to:

- Reduce the number of Medicaid fraud cases arising from authentication fraud and abuse;
- Reduce the total amount of Medicaid expenditures by generating substantial, measurable, and sustainable cost savings for taxpayers;
- Reduce the number of fraudulent participants in the Medicaid Program; and
- Comply with the requirements of House Bill 22921 relating to the implementation of a pilot program for the Medicaid Front End Authentication and Fraud Prevention System (the "Pilot Program"), which will use biometric identification technology to verify Medicaid recipients' identities.

Atos Origin

HB2292 – Medicaid Fraud Pilot RFP

- Participant *smart cards and biometric readers* that reside at the point of contact with Medicaid providers, recipients, participating pharmacies, hospitals, and appropriate third-party participants;

- A *secure finger-imaging system* that is *compliant with the Health Insurance Portability and Accountability Act (HIPAA)* and the use of any *existing state database of fingerprint images developed in connection with the financial* assistance program under Chapter 31, Human Resources Code[2]; *fingerprint images collected as part of the program shall only be placed on the smart card*; and

- A monitoring system.

Atos Origin

Competition

- **SAGEM Morpho**
  - Consolidated sales EURO 3.037 billion in 2001 (53% exports)
  - Texas Lone Star Image System (LSIS) – TANF
  - Operational 1999
  - Recognized at National Association of State Chief Information Officers (NASCIO) in September 2002
- **EDS**
  - systems integration, corporate outsourcing, data center management and re-engineering for global corporations and government.
  - Built Medicaid Fraud and Detection System (MFADS)
  - NHIC – Compass 21 – Claims Processing (2-year; $69M)
- **ACS**
  - Recently won Claims Processing Business from EDS ($600M)
  - Children's Health Insurance Program ($28M)

Actual Competitors
- EDS/SAGEM Morpho
- MAXIMUS
- Medical Files

Atos Origin

Texas Medicaid Population

[redacted]

Note: Under this section of HHSC's web page, all data reflect actual program headcounts, not the number of premiums paid or the number of recipient months.

Program Category	Medicaid Enrollees (All Ages) for September 2003	Percent of Enrollees (All Ages) per Program Category	Medicaid Enrollees (Ages 0-18) for September 2003	Percent of Children (Ages 0-18) per Program Category
Aged	343,100	13.9%	0	0.0%
TANF and TANF-Related	1,773,668	71.8%	1,569,214	96.1%
Blind	5,684	0.2%	754	0.0%
Disabled	348,827	14.1%	63,518	3.9%
Refugee	512	0.0%	2	0.0%
Texas State Total	**2,471,781**	**100.0%**	**1,633,488**	**100.0%**

Data Source:

Texas Department of Human Services. Monthly Medicaid Eligibles File Extract.

Texas Health and Human Services

Office of the Attorney General - Texas Health and Human Services Commission

Joint Semi-Annual Interagency Coordination Report March 1, 2004 - August 31, 2004

(printable document - adobe acrobat/pdf format)
download required viewer

Activities of the Health and Human Services Commission, Office of the Inspector General and the Office of the Attorney General in Detecting and Preventing Fraud, Waste, and Abuse in the State Medicaid Program

RECENT DEVELOPMENTS

The 78th Texas Legislature enacted sweeping changes to the composition, structure, and delivery of health and human services in Texas. It also strengthened the Health and Human Services Commission's (HHSC) authority to combat fraud, abuse, and waste in health and human services programs. These mandates wer enacted, for the most part, through House Bill 2292 as well as House Bill 1743. A major focus of House Bill 2292 is the consolidation and streamlining of services currently provided by twelve health and human servi agencies into five, under the direction of the HHSC. It created the Office of Inspector General (OIG) within HHSC by consolidating compliance and enforcement functions from 12 health and human services agencies into a single office under the HHSC.

This legislation contained provisions to improve the detection and prevention of fraud, waste and abuse by providers, recipients, contractors, and employees who participate in the delivery and receipt of health and human services programs, including the state Medicaid program. The HHSC and the Office of the Attorney General (OAG) have established guidelines under which provider payment holds and exclusions from the Medicaid program are implemented. Timelines and minimum standards have been established by the HHSC OIG for making referrals between the OAG Medicaid Fraud Control Unit (MFCU) and the OIG. This has enhanced the timely investigation of potentially fraudulent providers.

House Bill 2292 appropriated increased funding to the MFCU. The U.S. Department of Health and Human Services Office of Inspector General approved matching federal grant funds to expand the MFCU to as man as 208 staff by the end of federal fiscal year 2005. To date, the MFCU has increased its staff to 118. In

addition to the field offices opened during the first six months of FY 04 (Dallas, Houston, Lubbock, Tyler), offices have now been opened in Corpus Christi, El Paso, McAllen, and San Antonio. The MFCU also has join federal task force offices in Houston, Dallas and San Antonio.

Pursuant to the legislative mandate as described in House Bill 2292, HHSC-OIG referred 257 cases to the MFCU for fiscal year 2004, a 147% increase from the 104 cases for fiscal year 2003. House Bill 2292 and tl joint MOU require that HHSC-OIG must:

- Begin an integrity review on complaints not later than the 30th day after the date the HHSC-OIG receives a complaint or has reason to believe that fraud or abuse has occurred.
- Complete an integrity review on complaints not later than the 90th day after the integrity review beg
- Take the appropriate action not later than the 30th day after the completion of the integrity review if HHSC-OIG has reason to believe that an incident of fraud or abuse has occurred in the Medicaid program.
- Refer the case to the MFCU if the provider is suspected of fraud or abuse involving possible criminal conduct. This does not preclude the HHSC-OIG from continuing its investigation of the provider, whic may lead to the imposition of administrative or civil sanctions.
- Within 30 days of the receipt of a referral from the HHSC-OIG, the MFCU will advise the HHSC-OIG c the action that has been taken.

MEMORANDUM OF UNDERSTANDING

The MOU between the MFCU and the HHSC-OIG was updated and expanded in November 2003 in accordan with House Bill 2292, which required the HHSC-OIG and the MFCU to enter into a new MOU no later than December 1, 2003. The MOU continues to ensure the cooperation and coordination between the agencies ir the detection, investigation, and prosecution of Medicaid fraud cases arising in the state and has proven beneficial to both agencies.

INTERAGENCY COORDINATION EFFORT

The Governor's Executive Order RP-36, dated July 12, 2004, directed all state agencies to establish wide-ranging efforts to detect and eliminate fraud in government programs. The MFCU and the HHSC-OIG contir their coordinated efforts to execute the Governor's directive.

HHSC-OIG and the MFCU recognize the importance of partnership and regular communication in the coordinated effort to fight fraud and abuse in the Medicaid program. This latest biannual reporting period h seen more progress and success in this area than in many prior periods, thanks to a renewed cooperative spirit and the efforts of both agencies. For example, the following has occurred in the last six months:

- An increased commitment by both agencies to promptly send and/or act upon referrals, accomplishe by improving turnaround time in addressing recent referrals and systematically revisiting older referrals.
- Regular case presentation meetings initiated by HHSC-OIG to introduce critical cases to the MFCU st in order to conduct joint investigations.
- Constant communication on cases throughout all staff levels, ensuring all case resources and knowle are shared and efforts are not duplicated.

- Joint training across the two agencies included invitations to the MFCU staff for the National White Collar Crime Summit in Dallas, and specialized NW3C training this summer in Austin. The HHSC-OIG invited members of the MFCU staff to attend the first annual OIG Summit. In addition, the MFCU sta have extended an invitation to the HHSC-OIG staff to attend an Introduction to Medicaid Fraud traini in San Antonio this fall.

The following is presented to illustrate the two agencies' joint efforts. The HHSC-OIG and the MFCU participated in the investigation and testimony in the 177th Harris County District Court regarding one of Texas' more egregious criminal cases involving Medicaid fraud. A husband and wife operated D & H Christia Case Management, which allegedly provided mental-health care counseling to children. Instead, the couple billed Medicaid for services that were never provided, often using the provider number of contracted counselors who were no longer working for the couple. Both individuals were convicted of Medicaid fraud a received a combined 98 years in prison for $630,000 of inappropriate Medicaid billings. HHSC-OIG and MFC staff were inHouston when the guilty verdict was read and sentencing took place.

THE HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF INSPECTOR GENERAL

Senate Bill 30, enacted by the 75th Texas Legislature, directed the Texas Health and Human Services Commission (HHSC) to create the Office of Investigations and Enforcement (OIE). The 78th Legislature created the new Office of Inspector General (OIG). The OIG assumed all the duties of HHSC's Office of Investigation and Enforcement and all fraud and abuse functions of the other 12 health and human service (HHS) agencies. The OIG will provide oversight of HHS activities, providers, and recipients through complia and enforcement activities designed to identify and reduce waste, abuse, and fraud; and improve efficiency and effectiveness within the HHS system.

The OIG was established to expand the previous mission to investigate fraud and abuse in the provision of health and human services and to enforce state law relating to the provision of those services. The OIG is required to set clear objectives, priorities, and performance standards for the office that emphasize:

- Coordinating investigative efforts to aggressively recover Medicaid overpayments;
- Allocating resources to cases that have the strongest supportive evidence and the greatest potential recovery of money; and
- Maximizing the opportunities for referral of cases to the Office of the Attorney General.

The OIG consists of numerous divisions and has Deputy Inspector Generals for Operations, Compliance, Enforcement, and The Office of the Chief Counsel. The functions of the Deputy Inspector General for Enforcement and The Office of the Chief Counsel as it relates to this report are as follows.

The Deputy Inspector General for Enforcement is responsible for providing direction and guidance in strategic operations and planning of enforcement and investigative functions of the OIG. Work involves establishing objectives, priorities, and performance standards; recommending and developing policies, guidelines, and procedures for OIG enforcement functions; coordinating enforcement functions with other health and human services agencies, the OAG and Comptroller. The Enforcement Division is comprised of three sections: Medicaid Provider Integrity (MPI), General Investigations (GI), and Internal Affairs (IA).

- MPI investigates allegations of waste, fraud, and abuse involving Medicaid providers and other healt and human services programs; refers cases and leads to law enforcement agencies, licensure boards and regulatory agencies; refers complaints to the OAG MFCU; provides investigative support and technical assistance to other OIG divisions and some outside agencies; monitors recoupment of Medicaid overpayments, civil monetary penalties, damages, and other administrative sanctions.
- GI investigates allegations of waste, fraud, and abuse involving Medicaid recipients, and other healt and human service programs.
- IA tracks and coordinates two computer data matches designed to locate wanted felons and missing children/missing persons; investigates traditional internal affairs cases involving allegations of theft, worker's compensation, misuse of state property, and policy and procedure violations; investigates a issues of fraud, waste, abuse and neglect in state hospitals and state schools.

The Office of the Chief Counsel offers general legal advice to the Office of the Inspector General. The Of of the Chief Counsel is comprised of two subdivisions: Sanctions and Third Party Recovery.

- The Sanctions section imposes administrative enforcement interventions, and/or adverse actions on providers of various state health care programs found to have committed Medicaid fraud, waste or abuse in accordance with state and federal statutes, regulations, rules or directives, and investigativ findings. Sanctions monitors the recoupment of Medicaid overpayments, damages, penalties, and ma negotiate settlements and/or conduct informal reviews as well as prepare agency cases, provide exp testimony and support at administrative hearings, and other legal proceedings against Medicaid providers.
- Third-Party Recovery is to minimize program expenditures by shifting claims to third-party payers ot than Medicaid or the recipient. By law, all other available third-party resources must meet their legal obligation to pay claims before Medicaid pays for eligible patient care. Third-party resources can be a of various public, group, or individual health insurance plans, automobile, casualty insurance, or workers compensation; long-term care insurance plans; court-ordered health insurance programs, to cases; and other federal and state programs.

Medicaid Fraud and Abuse Referrals Statistics

Health and Human Services Commission, Office of INSPECTOR GENERAL

WASTE, ABUSE, AND FRAUD REFERRALS RECEIVED FY 2004 (3rd & 4th Quarters)

Referral Source	
Anonymous	11
Assistant U.S. Attorney	1
Center for Medicare Service (CMS)	9

Health and Human Services – Office of Inspector General (HHS-OIG)	43
United States Department of Justice	1
Office of the Attorney General's Medicaid Fraud Control Unit (MFCU)	52
Office of the Attorney General's Elder Law	1
Board of Dental Examiners	9
Board of Nurse Examiners	105
Board of Pharmacy	2
Board of Psychologist	1
Board of Medical Examiners	40
Texas Department of Human Services (DHS)	11
Texas Department of Human Services (DHS) Long Term Care	8
HHSC Commissioner's Office	1
HHSC Compliance Division	1
HHSC Internal Audit	2
HHSC Medicaid/Chip Division	3
HHSC-MPI-OIG Self-initiated (MPI)	9
HHSC-Hot-line	26
HHSC Limited Program	2
HHSC Research, Analysis and Detection (RAD)	1
Mental Health Mental Retardation (MHMR)	22
Out of State Human Services Department	1

Parkland Community Health Plan	1
Parent/Guardian	1
Provider	17
Public	29
Recipient	3
State Dental Director	1
State Medicaid Office	2
Surveillance, Utilization, Review System (SURS)	30
Texas Commission on Alcohol & Drug Abuse (TCADA)	1
Texas Department of Health	2
Texas Department of Protective & Regulatory Services	1
Texas Health Steps	1
Texas Medicaid Healthcare Partnership (TMHP)	6
Vendor Drug	2
Total Cases Received:	**459**

WASTE, ABUSE, AND FRAUD REFERRALS SENT FY 2004 (3rd & 4thuarters)

Referral Source	
Office of the Attorney General's Medicaid Fraud Control Unit (MFCU)	144
Office of the Attorney General's Elder Law	2
United States Attorneys Office	1
Board of Pharmacy	1

Medicare Part A& B	7
Texas Department of Mental Health and Mental Retardation (MHMR)	7
Department of Family and Protective Services	1
Federal Bureau of Investigation	12
Board of Social Workers	1
HHSC – Medicaid Limited Program	4
SSI Administration	1
Texas Department of Transportation	91
HHSC – Rate Analysis – LTC	4
Texas Department of State Health Services/EMS Enforcement and Education	1
Board of Dental Examiners	2
Board of Medical Examiners	13
Board of Nurse Examiners	1
Board of Optometry	3
Community Care Waiver Program	1
Long Term Care	1
Managed Care	1
HHSC – RAD	4
Claims Administrator – Records Review	5
Claims Administrator – Educational Contract	23
HHSC – General Investigation	16

Surveillance, Utilization, Review System (SURS)	2
TOTAL:	**349**

Medicaid Fraud, Abuse, and Waste Recoupments

Recoupments for the third and fourth quarters of fiscal year 2004 are as follows.

RECOUPMENTS BY OIG PROGRAMS FOR FY 2004 (3rd & 4th Quarters)

OLD EDS SYSTEM

Office of Inspector General	3rd Quarter FY2004	4th Quarter FY2004	TOTAL FY2004
Medicaid Program Integrity	$337,201	1,797,902	* $23,358,098
Civil Monetary Penalties	$115,556	$104,193	$14,184,150
Surveillance and Utilization Review Subsystems (SURS)	$248,136	$284,313	$1,529,597
Medicaid Fraud and Abuse Detection System (MFADS) - *dollars recovered*	$480,995	$1,163,271	$2,470,200
TOTAL	**$1,181,888**	**$3,349,679**	**$41,542,045**

Note: Total partial recoupment dollars reflect active cases within OIG.

*May include OAG identified amounts and Medicaid global settlements. Amounts listed in OAG's statistics may also include potential overpayments identified by OIG.

Medicaid Fraud, Abuse, and Waste Workload Statistics

OIG Workload statistics for the third and fourth quarters of fiscal year 2004 are as follows.

Action	3rd Quarter FY2004	4th Quarter FY2004	Total FY2004
Medicaid Provider Integrity			
Cases Opened	299	211	**1,149**

• Cases Closed	270	348	**1,190**
• Providers Excluded	159	102	**625**
Medicaid Fraud & Abuse Detection System			
• Cases Opened	143	795	**1,742**
• Cases Closed	235	465	**1,674**

OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT

The MFCU has conducted criminal investigations into allegations of wrongdoing by Medicaid providers withi the Medicaid arena since 1979. According to federal legislation:

- The unit will conduct a Statewide program for investigating and prosecuting (or referring for prosecution) violations of all applicable State laws pertaining to fraud in the administration of the Medicaid program, the provision of medical assistance, or the activities of providers of medical assistance under the State Medicaid plan. [42 CFR §1007.11(a)]
- The unit is mandated to review, investigate, or refer to an appropriate authority complaints alleging abuse or neglect of patients in health care facilities receiving payments under the State Medicaid pla and may review complaints of the misappropriation of patients' private funds in such facilities. [42 C §1007.11(b)]

House Bill 2292 mandated an increase in funding and staffing to address the increased emphasis on detecti investigating, and prosecuting fraud and abuse in the Medicaid program. The legislation appropriated fundi that, when matched with federal grant funds, could expand the unit from its prior 36 employees to up to 2 employees. Over the past six months, the unit has grown to 118 staff and new field offices have been open in Corpus Christi, El Paso, McAllen and San Antonio. Offices were previously established in Dallas, Houston, Lubbock and Tyler. Cross-designated Assistant U.S. Attorneys (AUSAs) have been hired to work within thre of the four federal judicial districts. Other AUSAs are expected to be brought on during next fiscal year.

During this period of rapid expansion, the MFCU was recognized for its efforts in fighting fraud and abuse i the Medicaid program. The U.S. Department of Health and Human Services awarded the MFCU the Inspect General's State Fraud Award. This award was presented to the MFCU for its effectiveness and efficiency in combating fraud, patient abuse and neglect in the Medicaid program.

Criminal Investigations

The MFCU conducts criminal investigations into allegations of fraud, physical abuse, and criminal neglect b Medicaid providers--e.g., physicians, dentists, physical therapists, licensed professional counselors, ambula companies, laboratories, podiatrists, nursing home administrators and staff, and medical equipment companies. Common investigations include assaults and criminal neglect of patients in a Medicaid facility,

fraudulent billings by Medicaid providers, misappropriation of patient trust funds, drug diversions, and filing false information by Medicaid providers.

The MFCU's investigations are criminal, and the penalties assessed against providers can include imprisonment, fines, and exclusion from the Medicaid program. Increased staff has allowed the unit to open and conduct more investigations and use a risk-based approach to examine a larger cross-section of provid claims histories. This has led to more cases being filed with prosecutors in state and federal court. Until the passage of House Bill 2292, the MFCU depended upon state and federal authorities for criminal prosecution its cases. Now having concurrent jurisdiction with the consent of local prosecutors to prosecute certain stat felony offenses, the MFCU can apply additional resources and assistance in the trial work. In addition, the Code of Criminal Procedures has been amended to allow the OAG to institute asset forfeiture proceedings ir cases that are filed by the OAG or requested by the OIG.

Referral Sources

The MFCU receives referrals from a wide range of sources including concerned citizens, Medicaid recipients, current and former provider employees, the HHSC-OIG, other state agencies, and federal agencies. MFCU s review every referral received. Not all are investigated, however, because statutory mandate restricts investigations to referrals that have substantial potential for criminal prosecution and because of limited investigative resources. The current addition of staff and the creation of regional offices throughout the sta have enhanced the unit's capability to respond quickly and efficiently to the referrals which are investigatec The MFCU also strives for a blend of cases that are representative of Medicaid provider types. The chart wh follows provides a breakdown of referral sources for this reporting period.

Referral Source	
Board of Dental Examiners	1
U.S. Drug Enforcement Agency	1
Federal Bureau of Investigations	7
Health and Human Services Commission	99
U.S. Department of Health and Human Services, Office of Inspector General	6
Department of Human Services	262
Licensed Vocation Nurse	1
Local Law Enforcement	2

Medicaid Fraud Control Unit Self-Initiated	14
Board of Medical Examiners	1
National Association of Medicaid Fraud Control Units	5
Director of Nursing	1
Nursing Home Employee	3
Board of Pharmacy	1
Public	130
Other	23
TOTAL:	**557**

Medicaid Fraud and Abuse Referral Statistics

The MFCU statistics for the third and fourth quarters of fiscal year 2004 are as follows.

Action	3rd and & 4th Quarters FY2004
Cases Opened	214
Cases Closed	116
Cases Presented	80
Criminal Charges Obtained	64
Convictions	26
Potential Overpayments and Misappropriations Identified *	$13,339,593.41
Cases Pending	453

OFFICE OF THE ATTORNEY GENERAL
ANTITRUST & CIVIL MEDICAID FRAUD DIVISION

Background and History

In August of 1999, the Civil Medicaid Fraud Section (CMF) was created within the Elder Law & Public Health Division (ELD) of the Office of the Attorney General (OAG). CMF was instituted to investigate and prosecute civil Medicaid fraud cases under Chapter 36 of the Texas Human Resources Code (the Texas Medicaid Fraud Prevention Act). In February 2004, CMF was merged into the Antitrust Division as part of a reorganization, and the resulting division was renamed the Antitrust & Civil Medicaid Fraud Division.

Under the Texas Medicaid Fraud Prevention Act, the Attorney General has the authority to investigate and prosecute any person who has committed an "unlawful act" as defined in the statute. The OAG, in carrying this function, is authorized to issue civil investigative demands, require sworn answers to written questions and obtain sworn testimony through examinations under oath. All of the investigative tools can precede the filing of a lawsuit based on any of the enumerated "unlawful acts." The remedies available under the Act ar extensive, and include the automatic suspension or revocation of the Medicaid provider agreement and/or license of certain providers.

The Texas Medicaid Fraud Prevention Act also permits private citizens to bring actions on behalf of the Stat Texas for any "unlawful act." In these lawsuits, commonly referred to as *qui tam* actions, the OAG is responsible for determining whether or not to prosecute the action on behalf of the state. If the OAG does i intervene, the lawsuit is dismissed. On the other hand, if the OAG intervenes and prosecutes the matter, th private citizen, known as the "relator," is entitled to a percentage of the total recovery.

Statistics

CMF Docket	3rd & 4th Quarters FY2004
Pending Cases/Investigations	68
Cases Closed	0
Cases Opened	30

Although CMF now has over 68 total cases/investigations listed on the docket, as a practical matter, that number is significantly greater because, in one investigation, there are multiple potential defendants that n likely will be each separately civilly prosecuted.

As set forth above, no cases were closed during this reporting period; however, a significant settlement wa reached with a second defendant and its parent companies in *State of Texas ex rel. Ven-A-Care of the Flori Keys, Inc. v. Warrick, et al.*, a case involving false price reporting by pharmaceutical manufacturers to the Medicaid Vendor Drug Program. The first settlement of $18.5 million with Defendant, Dey Laboratories, Inc and its parent was reached in June 2003. A total recovery of $27 million for the federal and state governme was agreed upon with WarrickPharmaceuticals and its parents, Schering and Schering-Plough. The State's share of the settlement consists of the following:

Case	Restitution	Multiples/ Penalties	Relator's Award	Attorney's Fees	Total Texas Recovery
Warrick	$3,800,000	$1,938,000	$1,862,000	$3,500,000	$11,100,000

All of the restitution and multiples/penalties are returned to the Medicaid program and the attorney's fees a reported by the OAG to the Legislative Budget Board as part of the biennial appropriation that funds the OA legal strategy. The relator's share is not reported as income to the state.

CMF is continuing to litigate a claim against Roxane Laboratories, its parent, Boehringer Ingelheim Corporation, and its sister companies, Ben Venue Laboratories, Inc., and Boehringer Ingelheim Pharmaceuticals, Inc. This case is set for trial in November 2005. In addition, CMF has filed a new case against Abbott Laboratories, Baxter, and B. Braun for false price reporting. Since the inception of CMF, a majority of its resources have been consumed by prosecution of pharmaceutical manufacturers for false pri reporting, and this reality will continue for the foreseeable future.

Resources

CMF has again increased its attorney staffing. CMF hired a new senior attorney in April. In addition, the division has initiated some cross-utilization of resources between CMF and the Antitrust Section. Also, due t increased investigator staffing of MFCU, the unit has been able to begin providing more investigative assistance to CMF on civil cases.

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&

To: Kathy Nealy

From : Camellia Kennedy

Date: January 21, 2005

Subject: Meeting Notes / Back-up Materials

I am sorry to learn that you are ill.

I have attached the agenda and presentation that was used to provide a customer overview in today's meeting. On Thursday, we completed training on one of the Miller Heiman methodologies that helps to develop strategic plans and action items collaboratively. Jim wanted to use the new process today, so I adjusted my original agenda last night to reflect that methodology. The associated presentation profiles HHSC and some opportunities as a result of HB2292. (I have also included the Joint Semi-Annual Interagency Coordination Report which updates some of the numbers for this effort)

We were able to identify some ***internal*** action items using the process (e.g. gather more information about similar project implementations); but, we very much need your knowledge and guidance to explore the more complex areas. Jim said that he is meeting your for lunch in Dallas on January 31st. Are you available to go over this information in the afternoon so that we can begin to explore areas that you are able to help us?. If so, I'll join in Dallas after you lunch with Jim. Let me know.

I hope you feel better soon.

Camellia
832.453.2262 (mobile)

Kathy -
on your copy
I circled areas that
are directly associated
w/our current project
ck

&

DALLAS COUNTY
Status Report Week Ending 6/10/2005

6/6/05:

- Meeting with Vanessa King to discuss Dallas County account issues. Topics included coverage of Dallas County from an Account Management perspective.
- Vanessa and I discussed how to best ensure that each of the Commissioners, Elected Officials and Department heads were being kept informed of our activities.
- Discussed changing dynamics of Commissioners Court with the addition of two new commissioners
- Discussed strategy of enhancing relationship with new CIO Bob Clines
- Discussed mapping out a well defined timeline on briefing Commissioners and Department heads
- Set up follow up meeting for 6/9/05

6/7/05

- Attended IT Steering Committee and Commissioners Court
- Topics of interest included:
    - AIS: PC installs 80% complete, AO migration changes over the weekend for dispositions did not work, file formats were too big for main frame. AO will continue to work the issue. Once resolved this will fix 2 of the 6 outstanding reporting issues. Project behind schedule by 1 week.
    - Civil Courts: 1.3M cases presented back to user community (this was a full load). Users will have 4-6 weeks to evaluate and validate info.
    - Juvenile: Bob wants to look at replicating Wireless network across county. Possible opportunity.
    - Website: Website being overhauled for 3 departments, County looking for permanent fix, Getting quotes for HW now. This is part of the e-govt assessment plan.
    - Oracle Upgrade: Project still behind schedule. Vanessa indicated that it should be back on track by end of week. Virginia stated that delay is problematic since she has to continue to delay training sessions with Judges. OAB conversion also behind schedule by 30 days and Virginia doesn't have full data to test.
    - CIO got another PM contractor position approved. Position to focus on AIS.
    - AIS assessment project awarded to Microsoft. 4-6 week project. AO will provide VAS resources as part of scope.

6/8/05

- Meeting with (Barbara) Comm. Mayfield's admin to review campaign issues.

ln

6/9/05

- Meeting with Vanessa and Randy to strategize on Account Plan. Topics included:
  - Executive Level Meeting Schedule: (Meetings already set)
    - 6/14: Lisa Hembry (Treasurer)
    - 6/15: Allen Clemson (COO)
    - 6/17: Zach Thompson (HHS)
    - 6/21: Bruce Sherbert (Elections)
    - 6/22: Taylor Shields
    - 6/28: Don Holzworth
    - 6/29: Cynthia Calhoun (County Clerk)
  - Court Dynamics
    - Discussed Voting support from Commissioners Court and how to best ensure that we maintain consistent voting support by ensuring we maintain relations with each of the commissioners and CIO.
  - Commissioner Price
    - Need to ensure that we maintain a good working relationship to ensure continued support. Regular meetings are already scheduled to ensure he is briefed on issues.
  - Bob Clines
    - Need to build a better relationship on all fronts. Since joining the County 3 months ago, Bob has not been a strong advocate for AO. Specific actions include:
      - Discussed educating Bob on our Helpdesk infrastructure
      - Discussed inviting Bob on a site visit to Houston and Arlington for site visits of our Helpdesk, Data Center and Sun/Web hosting offerings
      - Discussed how to better provide SLA reporting in a consolidated format to CIO and Commissioners Court.
      - Discussed the need to better document Service Delivery issues/requests and maintain a paper trail of these issues
      - Discussed that Bob views AO as not being as Strategic as we should be, since we have been focused on Tactical Issues.
      - Discussed Backup and restore issues over the past few months and the fact that County needs to be better educated on our services and expectations.
      - Discussed getting Bob better educated on our contract structure and Service Agreements.
      - He has just been assigned as the County HIPPA compliance officer.
  - Allen Clemson
    - Need to have more frequent meetings with Allen to solicit him for feedback on our performance and issues important to him.
  - Commissioner Mayfield

- Discussed items of importance to him, primarily election related matters. Mayfield is in an election year and barely won last cycle by only a few hundred votes. Very competitive district.
- It was agreed that we need to figure out a way to provide better financial support for him (contributions)

- Commissioner Dickie
  - Discussed relationship with Cantrell (very loyal to Rep Party)
  - She is very interested in setting a Strategy for the County.
  - As former Chairman of the Board for Parkland Hospital, she is interested in Healthcare related issues.
  - Need to brief her on our efforts with UTMB, Seton, State of Texas Medicare Fraud
  - Discussed that financial support is not as important as information
- Judge Keliher
  - Discussed her efforts to bring in 3rd party to review AIS.
  - She is also up for re-election and will have a very hard election campaign (how do we best support her)

6/10/05

- Con Call with Kathy Nealy to brief her on account activity.

fyi..

>Date: Tue, 14 Jun 2005 05:08:37 -0500
>To: jim.page@atosorigin.com, Vanessa.King@atosorigin.com,
>randy.powell@atosorigin.com, mark.hicks@atosorigin.com,
>vking@dallascounty.org, ccampbell@ccgservices.com
>From: ccampbell <ccampbell@ccgservices.com>
>Subject: Weekly Report
>
>Team,
>
>As a result of meetings last week with Vanessa and Randy, and in an effort
>to ensure that we are all on the same page, I am going to start providing
>a regular update on Dallas County activity from an Account Management
>perspective. Please review and let me know if you have any questions. Thanks..
>
>CC..

Kathy Nealy

From: "ccampbell" <ccampbell@ccgservices.com>
To: <kathy_nealy@msn.com>
Sent: Wednesday, June 15, 2005 9:56 AM
Subject: Fwd: IT Briefing (Important)

this is what i sent to her Tuesday of last week after the IT board.

>Date: Tue, 07 Jun 2005 13:06:41 -0500
>To: helena.tantillo@bearingpoint.com
>From: ccampbell <ccampbell@ccgservices.com>
>Subject: IT Briefing (Important)
>
>Helena,
>
>Please call when you get a chance.
>
>I want to provide you an update on this morning's discussion at the Dallas
>County IT Board Meeting. Not sure if you expected the topic to be
>discussed or not, but it was! When the Records Management section of the
>spreadsheet came up, only the CIO was there to speak to the issue and he
>seemed unfamiliar with the details. In addition, Joe Barthelemy was on
>vacation and since Bearing Point had no representation, a final ruling was
>made by Commissioner Cantrell. He firmly stated that if BP was unwilling
>to cover the cost of the additional equipment, the County would rescind
>the award and move the #2 down-selected vendor. He asked that the DA draft
>an official position letter. Please call if you need any further details.
>
>CC..

Descriptions	TCV	Weight Factor	Weighted Value	Contract Date	Contract End Date	Sep-04	Oct-04	Nov-04	Dec-04	2004 Pipeline	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	2005 Pipeline	2006 Pipeline	2007 Pipeline	2008+ Pipeline
Telecom Key Systems	150,000	90%	135,000	Oct-05	Oct-08					-										3,750	3,750	3,750	11,250	45,000	45,000	45,000
Civil ICMS Systems Integration	100,000	90%	90,000	Nov-04	Nov-05				18,000	18,000	18,000	18,000	18,000				9,000				9,000		72,000			
Conferencing Systems Integration	100,000	90%	90,000	May-05	Aug-05					-					22,500	22,500	22,500	22,500					90,000			
ICMS Data Conversion	100,000	90%	90,000	Nov-04	Feb-05			22,500	22,500	45,000	22,500	22,500											45,000			
Additional PC Deployments	60,000	90%	54,000	Jan-04	Dec-05					-	13,500			13,500			13,500			13,500			54,000			
Civil Court Implementation	60,000	90%	54,000	Nov-04	Jan-05			18,000	18,000	36,000	18,000												18,000			
Civil E-Filing Systems Integration	45,000	90%	40,500	Nov-05	Dec-05					-											20,250	20,250	40,500			
Judge Evans Server Project	13,950	90%	12,555	Nov-05	Nov-05			12,555		12,555													-			
AIS/JIS Operations	792,000	60%	475,200	Nov-04	Oct-07			13,200	13,200	26,400	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	158,400	158,400	158,400	158,400
E-Government Architecture	350,000	60%	210,000	Jul-05	Dec-05					-							35,000	35,000	35,000	35,000	35,000	35,000	210,000			
Judge Evans Network Support	192,000	60%	115,200	Jan-05	Dec-08					-	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	38,400	38,400	38,400	38,400
County-wide GIS Implementation	450,000	30%	135,000	Mar-05	Dec-05					-			13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	13,500	135,000			
Smart Card Rollout	300,000	30%	90,000	Jan-04	Jan-05					-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	180,000			
Cabling Support (IMAC)	300,000	30%	90,000	Apr-05	Apr-08					-				2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	22,500	30,000	30,000	30,000
Homeland Security EOC Implementation	150,000	30%	45,000	Mar-05	Jun-05					-			11,250	11,250	11,250	11,250							45,000			
Systems Integration Ongoing	450,000	90%	405,000	Nov-04	Nov-07			11,250	11,250	22,500	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	135,000	135,000	135,000	135,000
DC Housing Authority (Outsource)	1,692,000	30%	507,600	Apr-05	Oct-08					-				19,523	19,523	19,523	19,523	19,523	19,523	19,523	19,523	19,523	175,708	169,200	169,200	169,200
DC Appraisal District (Outsource)	846,000	30%	253,800	Apr-05	Oct-08					-				9,762	9,762	9,762	9,762	9,762	9,762	9,762	9,762	9,762	87,854	84,600	84,600	84,600
										-																
Total						-	-	77,505	83,950	160,455	114,650	83,150	85,400	112,685	121,685	121,685	167,935	145,435	122,935	140,185	155,935	146,935	1,518,612	660,600	660,600	660,600
										-																
Quarterly									*160,455*	*160,455*			*283,200*			*356,054*			*436,304*			*443,054*	*1,518,612*			

City of Dallas
City of Grand Prairie

Commissions - Kathy Nealy

COURT ORDER	Brief	PIA	PROJECT #	TITLE	PROJECT COST
		X	DTG3705887	Charter School Network and Computing Implementation	$ 33,900.00
		X	MGI4722543	Civil/JP Courts PC Deployment	$ 97,552.00
		X	DTC5183925	AIS - Sheriff PC Deployment	$ 25,698.00
2004 881				Oracle 11i Upgrade	$ 1,048,812.00
	X			SQL Server DBA	$ 25,640.00

Atos-
Send
Invoice
re: Comm/Attach-

COMMISSION .75%
$ 254.25
$ 731.64
$ 192.74
$ 7,866.09
$ 192.30
$ 9,237.02

January 31, 2005

Monday

January 2005						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2005						
S	M	T	W	T	F	S
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20	21	22	23	24	25	26
27	28					

7 am		
8 00	AA-Dan-KLN re:Council update	Fax Outlook Today to Toni
		TB-Off
9 00	TNL-conf call w/ Bill Fisher/kln/Tommy/Campbell-re:Pecan Grove	
	Bear-KLN-Helena Tantillo-contract/invoice-payments	
10 00	ATOS-Jim Paige Site Visit	KLN-Bank
		Hill-KLN-K Reese-Bus Plan
11 00		
12 pm		
1 00	Atos-Camellia Kennedy/KLN mtg re:Strategy-HHS	
2 00		
3 00	Wild-conf mtg.w/Woods/Gaubert/Fantroy-kln(Tues@2pm)(Masterplan	
4 00		
5 00		
	Cheryl Clemons Reception-New Exec Dir Dls Employment Retirement Fund (Crescent Club 17th Floor)	
6 00		

TaskPad

- TaskPad
- Johnson Control-mail brochure(KLN)Gal...
- KLN-monthly reports/invoices
- ATOS-finalize commission-2004 -mail in...
- ATOS-revised contract-2005
- Hill-Craytons-schedule mtg.w/partners
- Mast=conf council dates(TACO/WILD/T...
- Hill-Crayton-Victory Bus.Plan/Proforma
- RFP-Weber Shandwick-
- Hill-Business Plan-Reese give KLN(exam...
- RFP-DCCD-Aguirre-
- Bear-finalize all contracts w/Helena-kln
- Purchase all occasion cards
- ELECTION-Need copy of phone list
- M Reese-ID/conf site for $$ event
- AMERHOU-Sched Mtg wFantroy/Loza/Lil...
- Insurance ck for Randall
- AAC-Bill Gaither Gospel event-Mr. Mayn...
- KLN-Taxes- follow up w/ Beatty
- KNI, Inc. Close Bank Account

Notes

no

(1) Helen Tortillo - Blaming

(2) TNL - Bill Fisher - - Recon Grove

(3) AT&S - Comm. Invoice

(4) Bank — | BofA - Order checks

(5)

Kathy Nealy

From: "Campbell,Christian" <Christian.Campbell@atosorigin.com>
To: "Kathy Nealy (E-mail)" <kathy_nealy@msn.com>
Sent: Thursday, January 13, 2005 12:30 PM
Subject: FW: Conference Call and Sit Visit

fyi

-----Original Message-----
From: christian campbell [mailto:christian.campbell@atosorigin.com]
Sent: Thursday, January 13, 2005 12:28 PM
To: Jim Page (E-mail); Vanessa King (E-mail)
Cc: Amy Morganti (E-mail)
Subject: Conference Call and Sit Visit

Team,

Please mark your calendars for the following:

Dallas County and DFW Area Strategy Con Call
When: Jan 25th, 1:00pm CST
Call #: 1-866-448-6758
Passcode: 351558
Attendees: Chris Campbell, Vanessa King, Kathy Nealy, Jim Page

Jim will also come to Dallas County for a site visit:
When: Jan 31st, 8:00am to 5:00pm

Thanks..

CC..

#

RFP Number: 2005-015-1591

Request for Proposals
For
Countywide Receipting System

Pre-Proposal Conference: Wednesday, October 20, 2004, 2:00 PM, CST
Location: Dallas County Commissioners Court Room
Administration Building
411 Elm Street, 1st Floor
Dallas, Texas 75202

<u>Submittal Location and Time</u>

RFP Due Date: November 11, 2004

Dallas County Purchasing Department
509 Main Street, 6th Floor, Room 623 Records Building
Dallas, Texas 75202
2:00 PM, CST

1.0 INTENT

Dallas County is seeking a solution to provide a comprehensive integrated Countywide Receipting System (CRS). The main objective of CRS implemented is to provide standardized cashiering capabilities throughout the county, integration into all county financial systems, centralized receipt transactions storage, financial tracking and information workflow capabilities, and real-time reporting capabilities at all levels of responsibility while at the same time reducing its long-term costs.

2.0 CURRENT ENVIRONMENT OVERVIEW

Dallas County out sources all of its IT services to Atos-Origin (formerly SchlumbergerSema). This vendor provides routine, operational management of the data center, network, and applications development and maintenance. Additionally, Atos-Origin provides centralized administrative services for hardware, software and maintenance agreements.

2.1 CENTRALIZED SERVICES

The data center is located at 509 Main Street, Dallas, Texas 75202, on the fifth (5) floor of the Records Building. The mainframe and centralized servers are housed at this location and the business of the County is processed at this site.

The fifth (5) floor data center processes several of the County's systems and applications. The centralized computing includes IBM RS/6000's with an IBM 7337-306 DLT Library. The County owns all hardware. Atos manages all in-scope hardware and software maintenance contracts. The County has financial responsibility for all in-scope software licenses and associated maintenance contracts.

The majority of the personal computers in use by the County are connected via Cisco switches, hubs and routers operating in a Novell environment. There are some NT networks within the County.

The personal computers utilized by the County are for the most part Dell Computers. The common software configuration is Win 95 or Win 98 operating system and Office 97 Standard with Corel WordPerfect 8.0, Novell Netware 5.x and GroupWise 6.0. The current standard for new personal computers is Windows XP operating system and MS Office 2002.

3.0 FUNCTIONAL OVERVIEW

Dallas County is currently embarking on several IT projects that will change the technology composition currently existing within the infrastructure. Along with these IT projects several infrastructure and shared services projects are being deployed to leverage Dallas County's IT investments for maximum rewards. This RFP outlines the technical requirements of a new Countywide Receipting System (CRS). This system will provide standardized cashiering capabilities throughout the county, integration into all county financial systems, centralized receipt transactions storage, financial tracking and information workflow capabilities, and real-time reporting capabilities at all levels of responsibility.

The primary drivers for implementing and changing the current receipting processes are:

- Increased real-time accountability for all funds received by the County
- Detailed audit ability of all transactions from receipt to General Ledger
- Opportunities to consolidate collection points across the County
- Opportunities to extract credit card transactions for special handling
- Streamlined financial information process
- Easy to use reporting capabilities for the Treasurer & Auditor
- Reduction of County costs through the reduction of:
  - manpower requirements
  - paper usage
  - courier costs
  - deposit delays
- The infrastructure that will facilitate future implementation of a Countywide Cash Management Module
- Increased customer service to Dallas County taxpayers
- Continuity and uniformity for all Dallas County receipting functionality

4.0 SCOPE OF WORK

4.1 GENERAL FUNCTIONALITY REQUIREMENTS OF COUNTYWIDE RECEIPTING SYSTEM (CRS)

Proposer to provide a system that will at minimum have the following features:

4.1.1 The solution proposed must provide an open system approach for a fully integrated, turnkey CRS.

4.1.2 CRS must support a centralized relational database as the central data storage for receipts, transaction history, logging, and reporting (Oracle is strongly preferred)

4.1.3 CRS must support an n-tiered architecture that provides for separation of web services, application services and database transactions.

4.1.4 CRS must support industry standard interfacing capabilities in support of data retrieval and data mining functionality.

4.1.5 CRS must support industry standard security policies.

4.1.6 CRS must support industry standard business process management.

4.1.7 Comprehensive Cashiering Capabilities

- Links to existing financial systems to obtain amounts due to the County.
- Connects to fee schedule tables within existing financial systems to generate correct fee required for desired activity; e.g. specific filing fee.
- Accommodates multiple collection sources (web, kiosks, over-the-counter, mail-in, etc.)
- Handles authorization processes (credit/debit cards) through bank interfaces
- Capable of automatically distributing collection percentages to the appropriate accounts
- Cashier level identification and balancing
- Ability to accept, extract or look-up valid codes for interface or data interconnects to existing systems.
- Ability to provide multiple receipts (i.e. receipts, refunds & voids) with unique control numbers:
  From collecting official to payer
  From County Treasurer to collecting official
- Ability to accept, extract or look-up valid codes for interface or data interconnects to existing systems.
- Provide audit trails for all transactions

4.1.8 Comprehensive Receipting Workflow Management

- Provide user/group level security access to all information
- Provide a consolidated receipt database with receipt controls per cashier
- Provide standardized reporting
- Provide ability to query for all receipt activity by payee, application name, receipt number, receipt date, tender type, cashier or other identifier
- Provide on-line approvals for daily balancing and deposits (Treasurer)
- Provide real-time auditing functionality (Auditor)
- Provide departments with the capability to collect for each other (improved customer service)
- Provide the ability to interface with Oracle General Ledger and other financial systems
- Provide ability to systematically allocate partial payments using code hierarchies set up in user-define payment plans
- Interfaces with financial applications to update receipted payments made to the County retaining unique identifiers
- Provide ability to receipt for collections that do not flow through the Treasurer for deposit

4.2 STANDARD RECEIPTING, DEPOSIT AND AUDIT PROCESS

This section describes an overview of the new receipting process desired by Dallas County after the implementation of the CRS.

4.2.1 Departmental Processes

- The CRS interfaces with existing financial systems to provide fee schedules and customer account information both for transactions currently being generated and for outstanding amounts due
- Departments will receive money (cash, check, credit card, wire transfer, etc.) for services, products or fees
- Department cashiers must be able to access the new CRS either directly or through a link from the Oracle Financial System

- The CRS should act as a repository of data capable of sorting/summarizing and interfacing with both the County financial system as well as the Odyssey system.
- Collection information is entered into CRS either directly or through a link from other financial systems
- CRS generates a sequentially numbered receipt including an identifier for the cashier
- CRS interfaces with existing financial systems to provide collection updates to appropriate Dallas County systems (posting schedule to be user-defined)
- Each cashier's drawer may be closed out and balanced at any point during the day
- Department daily receipts are consolidated and balanced by payment type
- CRS generates a *balance summary by account code, application, and responsible official to accompany money that is sent to the Treasurer
- Daily collection information is approved and updated throughout all county systems
- Money is secured for the night
- Validation and deposit preparation process occurs by collecting official on subsequent days
- Money and balance summary sheet is delivered to the Treasurer via courier

*Note – Detail information regarding the breakout of dollars is contained within the CRS. Information is limited on the balance summary that accompanies the money delivered to the Treasurer for deposit but records must be "inter-reference able" to the full account data extracted for update to the subsidiary financial system.

4.2.2 Treasurer Processes

- Receives and signs for money bags from courier (identified with department name and account info. and "said to contain" count)
- Verifies amounts (and creates CT receipt) by payment type
- Compares the verified amount to the balance summary sheet (by payment type: cash, credit cards, checks, electronic wire transfer, debit cards, etc.)
- Encode checks and verify check totals by department
- Encoder accepts checks on-line in CRS creating and printing a receipt control number
- Accounting Clerk will accept and approve the CT receipt on-line in the CRS
- Provides access for the collecting department to view the Treasurer acceptance and associated CT receipt number for each payment type within CRS
- Releases accepted batch files ready for bank deposit to Oracle General Ledger for posting. GL posting requires the full account code recorded in the department balance summaries along with the associated County Treasurer receipt number
- Deposit Report generated (printed as a deposit slip, by bank account (by fund), via CRS)
- Deposits are sent to the bank via courier intact by payment type and account number

4.2.3 Minimum On-line Reporting for Treasurer or Collecting Department:

- The system shall create receipts, voids, reprints
- Total receipts received, issued or voided, not balanced, not closed out (by cashier by payment type)
- Total receipts balanced and closed out by the receipting department, not accepted by Treasurer (reported per receipting department)
- Total receipts accepted by Treasurer, not posted to GL (reported per account)
- Total receipts approved for deposit by the County Treasurer by fund
- Total credit card collections approved for transfer by the collecting department
- Complete Daily Process Summary
- Other reports, TBD

4.2.4 Miscellaneous

- Process for out of balance deposits
- Process manual deposits

4.3 GRAPHIC USER INTERFACE REQUIREMENT

4.3.1 The proposed software must be implemented utilizing the County's standard Microsoft Windows environment.

4.3.2 All operations performed by users shall be accessible through an industry standard graphic user interface (GUI) which will provide a flexible, event-driven environment. A detailed description of the proposed system's user interface must be provided which comprehensively states how this interface is used to invoke system functions.

4.3.3 The County requires that the GUI have the same "look and feel" within all software modules or functional screens provided in the proposed software. "Look and feel" in this case refers to the physical arrangement of menu bars and buttons, the grouping of menu commands under each main menu selection, and commonality in the syntax used for identical or similar operations in different software modules (e.g., a menu button for printing is labeled and arranged the same way for print operations in all software modules). This "look and feel" should be similar in layout to other Windows applications such as Microsoft Word.

4.4 SYSTEM CONVERSION AND INTEGRATION POINTS

4.4.1 Conversion

Proposer must include in their response, a solution for converting file data contained in the current applications databases along with any costs associated with this conversion.

4.4.2 System Integration Points

Dallas County has an enterprise integration architecture utilizing MS BizTalk. Our integration methodology utilizes a process of identifying common interfaces based on business processes and data requirements. Then utilizing those business interface points do necessary translations caused by different system requirements within the middleware where possible. In the proposed solution, preference will be given to system integration structured around utilizing standard interfaces or APIs for synchronous and asynchronous interactions with other systems. There are several of these interface points that will clearly be required. Please provide, based on your experience, references and/or integration points you have found necessary that may not be listed within. Please refer to System Integration Diagram.

4.4.2.1 Oracle Financials

There will be interfaces from the receipting system to the Oracle Financial System we utilize for our ERP that allow the County Treasurer to make account postings which reflects the County Treasurer receipt number from the closeout deposit reflected on the department deposit summaries. Upon accepting the account deposits, the receipting system will pass information required to Oracle Cash Management Module and potentially also to the Oracle GL. Account code combinations for posting must be assigned manually or systematically at receipt generation time by the collecting department.

4.4.2.2 Civil//JP (Windows) Court System

Implementation of the Civil/JP Court System may necessitate a staged rollout of the CRS.

Integrating the Civil/JP Court System supports the premise of data management by recording, storing and processing receipt level data. This integration effort will allow the County Treasurer and County Auditor to interrogate the system for real-time receipts reports and workflow management reports.

The roll out will require all Civil/JP Court System or clerks receipting to utilize the new receipting system for financial transactions. This would allow the courts and clerks to use the courts system for court management and repository of rudimentary financials, but incorporate the receipting system functionality for cash drawer, bank deposits, and interface to the county general ledger. Links to Civil/JP Court System sources from the receipting system would be required for Civil/JP Court System sources look-up capability. Full account data necessary to populate the Cash Management Module within Oracle Financials must be captured at receipt generation. Additional interfaces would be required for separate update to the Civil/JP Court System.

4.4.2.3 Criminal (Mainframe) Courts System

All Criminal courts receipting will utilize the new receipting package for financial transactions. Links to the court system from the CRS would be required for court system look-up capability. Links to Criminal (Mainframe) Courts System sources from the receipting system would be required for Criminal (Mainframe) Courts System sources look-up capability. Full account data necessary to populate the Cash Management Module within Oracle Financials must be captured at receipt generation. Additional interfaces would be required for separate update to the court system.

4.4.2.4 Community Service Probation (AS400) System

Community Service receipting is currently performed within the Community Service's state system. The receipting system will need to be integrated to the Community Service's state system for individual receipts as well as daily balances. It is likely that they will be required to utilize the receipting package for daily balancing and closeout although they use the state system for individual receipts.

4.4.2.5 Child Support (Mainframe) CM System

Although Family Courts will be considered under the new Civil/JP Court System, the Child Support receipting processes should be provided through the CRS. Links to the CM System from the CRS would be required for CM system look-up capability. Full account data necessary to populate both the CM system and the Cash Management Module within Oracle Financials must be captured at receipt generation. Additional interfaces would be required for separate update to the CM system and Oracle Financials with processed receipts. The CRS should be able to process and split account fees for county and non-county receipts.

4.4.2.6 USGA Property Tax (Mainframe) System

The recommendation is for the tax office to begin receipting through the new CRS. This will require integration to the UGSA property tax system for Accounts Receivables, and posting of payments for post collection updates. Links to the USGA System from the CRS would be required for USGA system look-up capability. Full account data necessary to populate both the USGA system and the Cash Management Module within Oracle Financials must be captured at receipt generation. Additional interfaces would be required for separate update to the USGA system and Oracle Financials with processed receipts. Since there are so many payment methods within the tax office, there will be various options considered.

Within the Tax System, collections do not flow through the Treasurer's Office for deposit, but are deposited directly from the collecting department into a separate tax account. From this account, funds are distributed via wire transfer to the various beneficiaries of the funds, one of which is Dallas County. The Dallas County portion is not known at the time of collection, but is calculated during the mainframe nightly process based upon total collections. The CRS will have to provide cashiering and receipting functions for the entire collection at the point of collection, but provide a methodology for only identifying and updating Oracle Financials for the Dallas County portion.

4.4.2.7 State DMV Tax System

There will be integration required for receipting through the new CRS to the state DMV system. This is expected to mimic the current collection process and subsequent posting of Internet collections for DMV.

4.4.2.8 Oracle Accounts Receivables (Forensics)

With the new receipting package, procedural processes may change. Currently, the collection data must integrate to the Oracle Accounts Receivables to track outstanding payments and post received payments to the Oracle AR system.

4.4.2.9 TSG Hot Check System

(Potentially replace with Module within TSG Court System)

4.4.2.10 Sheriff Receipting Systems

With the deployment of an Adult Information System in October 2004, the Sheriff desires an automated receipting process for bail bonds. Currently, this is a manual process with many hand-off and reconciliation efforts. The Sheriff has special cash processing needs for inmate trust funds collected in the jail. These along with other collections are receipted and flow through their vault which requires a specific cash reserve. To maintain the cash reserve, inflows and outflows of funds are netted daily to determine the deposit or reimbursement needs.

Relevant system issues for all Sheriff Collections include a means for verification by the fiscal section prior to courier of collected funds and summary deposit to the County Treasurer, as well as account code verification before generating the receipt and ability to interface selected data to various tracking systems.

4.4.2.11 Other Manual Receipts

Current collections processes for departments who do not rely on a major stand-alone system to account for their financial activity will use the new receipting model to generate customer receipts, close out cash drawers, and summarize deposit data for the County Treasurer. Those departments generally include Health and Human Services (HHS), Public Works (PW), Facilities, Elections, Juvenile, Constable and others.

It is anticipated these users will drill down to a menu item from the CRS to select a receipt form suitable for the type of transaction. Full account data necessary for GL interface must be recorded at the time of receipt generation. Account code verification must be managed at time of receipt issuance to prevent rejects or suspend posting when the entries are finally passed to the GL. Persons responsible for collections and analysis of their accounts must select proper GL accounts.

4.4.2.12 Miscellaneous Fiduciary Receipts

There are several departments that collect funds in a fiduciary capacity. These funds do not belong to Dallas County, nor are they deposited through the Treasurer's Office. It is anticipated that these funds will be receipted through CRS, deposited by the collecting departments in to their bank accounts, but recorded as collections in Dallas County's Oracle Financials. Subsequent disbursements of funds from these bank accounts by the collecting departments will be by check from Oracle and will be recorded as outflows of funds.

4.4.2.13 The proposed system must be fully integrated with the converted data files.

4.4.2.14 Plans for customizing the proposed system to meet the County's requirements must be submitted. This plan should include a description of the scope of work to be done, the specific tasks and their significance

4.4.2.15 Proposer must identify the cost of systems integration services and the number of hours for full system integration, implementation and re-engineering of the proposed system.

4.4.2.16 The County will provide one or more staff personnel to work with the awarded vendor in its implementation of this scope of work, however, any county personnel are to work in a supporting or over-site role with the vendor maintaining the responsibility for data conversion.

4.4.2.17 Any sub-contractor(s) to be used in system design, implementation, maintenance or otherwise shall be clearly identified. The proposing vendor must also show proof of contractual obligation between the prime vendor and sub contractor prior to award. Additionally, the proposing vendor shall clearly outline in its proposal its experience in: 1) System design and programming using the proposed software, 2) Communications experience – i.e., protocols, file transfers, remote system inquiries, computer system communications, etc. (Specify types of hardware and software used.), 3) System conversion experience, i.e., file conversions, program conversions and other re-engineering services proposed. Any experience with relative record files should be included.

4.5 CRS SPECIFICATIONS, FUNCTIONAL

4.5.1 Cashiering System Components

The cashiering system should provide general system capabilities and parameters such as:

4.5.1.2 Support transaction volumes of a minimum of 3000 transactions per 8-hour day

4.5.1.3 Automatic update of date and time for receipt processing.

4.5.1.4 Software must allow for specialized keyboard functions, such as the definition of particular keys to perform various cashier operations

4.5.1.5 The ability for Dallas County to define scrollable input screens for use with unique payment types (categories).

4.5.1.6 The ability to support multiple collection sources (phone, Internet, mail, walk-in, etc.) that can be set up and maintained by Dallas County personnel.

4.5.1.7 Table-driven functionality for user-defined fields that can be set up and maintained by Dallas County personnel such as:

- Payment category codes of at least four (4) characters in length, each with a unique description available for display/print. The description field must be a minimum of twelve (12) characters long.
- Payment media type (cash, check, credit card, electronic wire transfer, etc) for receipt of transactions. Each transaction must be capable of utilizing multiple media types within a single transaction.
- User-defined fields up to thirty (30) characters in length each.
- Receipt format type to be printed on cut form receipts or validated documents. A minimum of five (5) lines of receipt data is required per receipt.
- Endorsements format type to be printed on checks. Endorsements must contain relevant customer account information based on payment type (category).

4.5.1.8 The ability to distribute a single receipt to unlimited revenue accounts based on revenue account tables.

4.5.1.9 The ability for each unique payment type (category) to have a unique receipt format and be able to support bilingual printing for both Spanish and English.

4.5.1.10 Amount fields that are entered from the keyboard shall be right justified without the need to enter a decimal. Amount fields must be defined as at least nine (9) digits in length and must only allow positive amounts (+).

4.5.1.11 The availability of a Tool Bar enabling Dallas County personnel to configure selected cashiering functions to appear in any order desirable to the cashier.

4.5.1.12 The cashiering system should provide cashiering beginning of day functions such as:

- Receipt date should be system generated only with current date and time.
- Cashier must be able to verify system operational status

4.5.1.13 The cashiering system should provide cashiering transaction functions such as:

- Selection of collection source between transactions (walk-in, mail, drop box, etc.)
- Support for partial payments for single or multiple services or amounts due the County from various county financial systems
- Ability to pay for multiple services or amounts due the County from various county financial systems in a single transaction
- Void or reversal after completing a transaction (with documented reason codes and approvals) Providing a linkage between voided and reissue receipts
- Error correction prior to completing each transaction allowing linkage to county financial systems to update changes due to corrections
- Suspend and resume receipt transactions
- Immediate receipt printing at the time of collection
- Timely printing and duplication of previous customer receipts with "duplicate copy" noted on the face of the duplicate receipt
- Timely printing and duplication of previous check endorsements
- Automatic incrementing of workstation transaction number
- Automatic incrementing of receipt number (definable by the county receipting department) and allow for multiple configurable schemes
- Assignment of a user-selected receipt date separate from processing date
- Multiple media types per transaction (cash, check, money order, electronic wire transfer, etc.)
- Support for credit and debit card authorization and settlement using the county's depository
- Distribution of payment into multiple revenue accounts either by manual override or per approved hierarchical process encoded in subsidiary systems
- Automatic transaction dollar total update
- Automatically calculate and display change due, if appropriate
- Allow linkage from subsidiary financial systems and capture of account code for distributed payment from the subsidiary system
- Ability to receipt for pending items such as a ticket that has not yet been recorded in the appropriate system
- Ability to process a returned check with update to the appropriate financial system as well as the Oracle General Ledger

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4.5.1.14 The cashiering system should provide cashiering balancing functions such as:

- Must provide the ability for the cashier to balance and/or closeout the workstation cash drawer on demand

- Software must be able to perform, on demand, the following types of totaling and reporting functions for each workstation printed or on screen:

  Reconciling cash report(s) to compare with actual cash drawer balance

  Printing of a collection register listing details of individual checks, cash and credit cards with totals for each and grand total since the start of the day's operations

  Totaling of cash and coin denominations for bundles and loose currency.

  Totaling of payments by revenue account distribution

  Totaling of all types of payment tender received by type

  Clearing of all totals after verification and balancing have been done

4.5.1.15 The cashiering system should provide cashiering journal functions such as:

- System shall provide the means to produce a continuous audit trail of each transaction, including receipt distributions and all endorsement(s), for each workstation. This printed audit trail must also be stored on electronic media for on-screen viewing and backup.
- All transactions must be stored electronically with identification of workstation and user for verification and backup
- The software must be capable of selecting and displaying individual transactions and groups of transactions based on user-defined field values and ranges
- The software must be capable of performing the following functions for selected transactions:

  Voids – Selectable by transaction number or lookup function

  Credit – refunding money for services or receipts

  Duplicate receipt printing – Selectable by transaction number or lookup function

  View the electronic image of the audit tape – Available on screen or in print

4.5.1.16 The cashiering system should provide cashiering security functions such as:

- System must provide password security for access to cashier operations. Cashiers must be able to modify their password at any time
- System must allow for any number of users per workstation for normal operation, supervision and relief and provide for daily activity reporting for each user
- Multiple security levels (defined by either user or groups) must be user definable to identify which user(s) can access which functions.
- Access to each function must be logged in an electronic audit trail.
- The receipt transaction and the audit trail recording the transaction must be stored electronically in two separate files/databases in order to facilitate audits of the collection process.

4.5.2 Collection and Deposits Components

The deposit system should provide the following features and capabilities:

4.5.2.1 Ability of Dallas County to define and maintain unlimited table-based collection groups that can be made up of several cashiers, locations, or departments.

4.5.2.2 Ability of Dallas County to define and maintain unlimited table-based bank funds to deposit funds. Bank funds can be associated to various payment types

4.5.2.3 Ability to electronically approve courier collections by payment type through the CRS, providing a receipt back to the collecting department

4.5.2.4 Ability to electronically release collections for deposit and posting to General Ledger and carry a deposit control number to the General Ledger

4.5.2.5 Ability to collect and process credit card transactions

4.5.2.6 Ability to encode check amounts on checks.

4.6 CRS SPECIFICATIONS, TECHNICAL

4.6.1 CRS must provided cashiering capabilities for clerks/cashiers remotely located from the central receipting system.

4.6.2 CRS must be compatible with the Microsoft Windows XP operating system

4.6.3 CRS must support continued receipting capabilities in the event of temporary loss of connectivity with the CRS database, for example temporary intermediate storage area.

4.6.4 CRS must recognize and support distributed operations where electronic receipting (web, IVR, etc), and over the counter cashiering are not co-located with the central receipting database management system

4.6.5 CRS must be able to receive payment information collected from Dallas County's other collection sources such as remittance processors, interactive voice response systems and web site

4.6.6 CRS must provide for the transmission of all transaction and deposit data to Dallas County's computer(s) for subsequent update Dallas County's accounting systems as mentioned previously

4.6.7 CRS shall provide Dallas County with the means to transmit data to the computer(s) as each transaction is received and posted to the consolidated payment database (online) or in batches as appropriate for the system being updated.

4.6.8 CRS must be able to provide for any and all delayed transaction transmission(s) from the CRS payment database to the Dallas County computer system(s) in the event the computer or communication lines are down for any period of time, for the purpose of updating records

4.6.9 CRS must automatically detect host failure and automatically switch to a 'STORE & FORWARD' mode until the appropriate host or network system is restored. The system should automatically re-connect to the appropriate system at the appropriate time and send all previously processed and un-posted transactions in a way that is transparent to the cashier

4.6.10 CRS shall be capable of providing point of entry for all Dallas County collections, interfacing with other financial systems to provide payment/receipt updates to such systems and customer records. The proposed system shall also be capable of retrieving and viewing select customer fields from the Dallas County's financial systems using one or more of the following techniques selected by Dallas County

- ODBC compatible SQL stored procedures
- Program to Program Communication

4.6.11 Data Storage and Management

The CRS must provide data management tools and capabilities such as:

4.6.11.1 Provide tools to Archive/Purge/Restore transaction data from database tables based on user selectable date criteria

4.6.11.2 Software must provide tools to monitor database storage thresholds

4.6.11.3 Software must provide functionality to automatically notify appropriate staff when any error or warning condition of connectivity or storage exists

4.6.11.4 Software must provide graphical user interface to facilitate user-defined queries of data stored in the consolidated database. Such tool should not require prior knowledge of database languages. Queries created must be able to be saved, deleted, edited and re-used

4.6.11.5 Software must provide consolidated reporting and provide basic financial, statistical and historical reporting. Dallas County employees must be able to edit/modify and add new reports to the module

4.6.11.6 Software must provide a tool or mechanism to perform receipt corrections (reversal, void, charge back, etc) after the close of business day while maintaining full audit details, data integrity, and update to interfaced systems

4.6.11.7 Software must provide a tool or mechanism to perform deposit corrections (lost check, dishonoured check, etc) after the close of business day while maintaining full audit details, data integrity, and update to interfaced systems

4.6.11.8 Software must provide a tool or mechanism to combine individual workstation deposit detail into a single, consolidated deposit

4.6.11.9 Software must include standard file import/export utility to facilitate mass data entry of receipts for both subsidiary financials and GL

4.6.11.10 Software must provide access to any customized online receipt inquiry and posting routines through an API for other development access (3rd party or in-house)

4.6.11.11 Software must allow mass update to blocks of account numbers by account type (for GL year updates)

4.6.12 Workflow and Business Process Management

4.6.12.1 System must provide Dallas County with the ability to assign users to groups. These groups may represent locations, departments, teams, or other Dallas County designations. The groups should contain the ability to be grouped at a higher level. (Users can be grouped by teams, teams can be grouped by locations, locations can be grouped by departments, etc)

4.6.12.2 System must provide Dallas County with the ability to perform cashier balancing at a user and group level

4.6.12.3 System must store balance reports, for viewing by approved users, for each group

4.6.12.4 System must provide receipt level drill down capability for each balanced report. For each balanced report, the authorized user should be able view a detail of all receipts contained within the balance

4.6.12.5 System must maintain historical balance reports for viewing on-line by authorized users in the future

4.6.12.6 System must support the distribution of funds to various accounts throughout the entire workflow but must retain full account data for every transaction

4.6.12.7 Financial responsibilities must transfer from user to group to central treasury as collection transactions flow from the point of collection to the County Treasurer for deposit. Intermediary approval at group level for collections should be available before cash is couriered and the County Treasurer interface is initiated. The County Treasurer should review amounts tendered by couriers before electronic acceptance and assignment of a unique receipt number and release for GL posting

4.6.12.8 System must enable a menu selection by cashier of various application receivables and display of required fields for those applications

4.6.12.9 Collection data from the receipt model containing at a minimum; application, amount, account code, pay type, fee/tax identifier must interface separately to subsidiary systems and through County Treasurer to the GL

4.6.12.10 System must store and maintain all workflow transactions within the centralized database

4.6.12.11 System must validate the entered account code necessary for GL posting before receipt generation. User correction of rejected account code is required

4.7 SECURITY

4.7.1 Access to the system must be protected by unique user identification codes/passwords and applications must allow assignment of access privileges by user for each record type.

4.7.2 It is mandatory that a supervisor/manager be able to review, approve and change reports records electronically

4.7.3 The system proposed must also offer the ability to restrict access by case or by subject to protect sensitive information

4.7.4 The system must allow for source code accessibility

4.7.5 Data base security must have the ability to further control access at terminal, transaction and function level

4.7.6 For audit purposes, a complete change history must be maintained on all changes, updates deletes, etc. The audit must capture the user-ID, date and time of the action.

4.8 SYSTEM HARDWARE AND NETWORK REQUIREMENTS

4.8.1 Proposer shall provide recommended system (hardware) size requirement(s) for server(s), workstations and any network requirements necessary to effectively implement the system. (This shall include disk drive space requirements). The County reserves the right to procure all computer hardware as deemed applicable from alternate sources.

4.9 SYSTEM UTILITIES

4.9.1 The proposed technical solution must permit the restoration of older backups and then allow a forward recovery using a transaction log with the ability of excluding selected transactions from the transaction log during forward recovery

4.9.2 Proposer must define system administration and management software that is necessary to operate the system and include the costs for this in the RFP. It is highly desirable that system performance and problem diagnostic tools be included in the RFP.

4.9.3 The technical solution proposed must provide the County the ability to schedule routine/timed or prescheduled backup functions which do not require taking the system off-line

4.9.4 Any system restores must maintain data integrity without data loss regardless of whether the system was backed up with users on-line or not.

4.10 WARRANTY, MAINTENANCE, SUPPORT AND SYSTEM DOCUMENTATION

4.10.1 Warranty

The Contractor shall provide the County with a Base Warranty for: services, licensed software, equipment provided and custom software. Warranty services repairs and corrective actions shall be performed by Contractor, its designated Subcontractor, designated 3rd party service provider, hardware product manufacturer or software product publisher.

4.10.2 Service Warranty

The Contractor shall warrant the work performed under the contract to be free from defects of workmanship performed by the Contractor, its Subcontractors and Suppliers during the Base Service Warranty period. The Base Service Warranty period shall begin on the date the final written systems acceptance is signed by the County Project Director or Manager and shall be in effect for twelve (12) consecutive months thereafter. Contractor must warrant that all services shall be performed in a workmanlike manner by qualified personnel in accordance with manufacturers' instructions. During the Base Service Warranty period, Contractor shall, **without** additional cost to the County, correct all such defects of workmanship. Any correction pursuant to the Base Service Warranty shall be fully warranted by the Contractor for a minimum of ninety (90) days from the date the correction is accepted by the County

Project Director or Manager. The Contractor shall correct all defects in workmanship in a timely manner without delay.

4.10.3 Licensed Software Warranty

The Contractor shall provide the County with the manufacturer's warranty for all licensed software provided by contractor and incorporated into the turnkey CRS. The length of the manufacturer's warranty shall be deemed the Base Licensed Software Warranty Period for each software product. During the Base Licensed Software Warranty Period for each software product, Contractor shall, **without** additional cost to the County and in a timely manner without delay, provide to the County all changes to the licensed software packages that are necessary to maintain the software warranties, or deemed necessary by the software publisher(s), such as minor or major patches or upgrades to fix bugs or problems in the CRS software. Contractor shall provide the County with copies of all software manufacturer's warranty terms and registration materials.

4.10.4 Hardware Provided by Contractor Warranty

The Contractor shall warrant that any hardware products provided by Contractor shall perform in accordance with the manufacturer's published specifications. The hardware provided shall be new, undamaged and in original containers and be free from defects in materials and workmanship. The hardware provided by Contractor shall be covered by a manufacturer's warranty for a period of not less than three (3) years from the date of County written acceptance of the equipment, which constitutes the Base Hardware Warranty Period. Any repair or replacement of equipment pursuant to the Base Hardware Warranty shall be fully warranted by the Contractor for a minimum of ninety (90) days from the date the repair is accepted by Dallas County. Hardware warranty service shall provide for four (4) hour response time, on-site repair Monday through-Friday from 8 am to 5 p.m., excluding holidays. Contractor shall provide the County with copies of all manufacturer's warranty terms and registration materials. Repairs that require access to the County's computer systems or network shall be performed at a time and manner agreed to by the County IT Director or Project Manager.

4.10.5 Custom Software Warranty:

The Contractor shall warrant the custom software developed under the contract shall be free from errors, defects or malfunctions during the Base Custom Software Warranty Period. The Base Custom Software Warranty Period shall begin on the date the final systems acceptance is signed by the County's Project Director or Manager, and shall be in effect for twelve (12) consecutive months thereafter. During the Base Custom Software Warranty Period, Contractor shall, **without** additional cost to the County, correct all such errors, defects or malfunctions in the custom-developed software programs. Any correction pursuant to the Base Custom Software Warranty shall be fully warranted by the Contractor for one (1) year from the date the correction is accepted by the County. During the Base Custom Software Warranty Period, the Contractor shall correct all Custom Software deficiencies in a timely manner without delay. Corrective actions that require access to the County's computer systems or network shall be performed at a time and manner agreed to by the County IT Director or Manager.

4.10.6 Technical Requirement – Section 4.10

4.10.6.1 The proposal must include complete disclosure of the Contractor's proposed warranties for service, licensed software, custom software and hardware provided by the Contractor

4.10.6.2 The Contractor must disclose in the proposal the entity that will provide each warranty service.

4.11 SOFTWARE MAINTENANCE

4.11.1 Licensed and Custom Software Maintenance

Following the Base Licensed and Custom Software Warranty Period, the Contractor shall offer maintenance for licensed software packages provided by Contractor that are incorporated in the CRS turnkey system. Maintenance services for licensed software packages shall be offered for a Five (5) year period, renewable annually in one-year increments.

The licensed software maintenance shall include:

- CRS software upgrades, enhancements, patches, fixes, corrections and new versions that are published as general release
- Telephone technical support
- New systems documentation or manuals for CRS software upgrades and new versions that are published as general release.

- All changes to the CRS system, including software, and software installation and configuration, that are necessary to maintain the CRS software warranty, or deemed necessary by the CRS software publisher, e.g. minor or major patches or upgrades to fix bugs or problems in the CRS software.

4.11.2 Technical Requirement – Section 4.11

4.11.2.1 Describe the software maintenance services proposed for the licensed software and custom-developed software.

4.12 TECHNICAL SUPPORT

The Contractor must provide technical support for the CRS **without** additional cost to the County for the twelve consecutive months following the final systems acceptance by the County Project Director or Manager. Thereafter, the Contractor must offer technical assistance services for Five (5) years, renewable annually in one-year increments for period of Five (5) years, at pricing proposed by the Contractor.

Support tasks include, but are not limited to the following:

4.12.1 Assistance with systems performance monitoring and tuning for optimal performance

4.12.2 Assistance with performance of all technical functions that are normally associated with maintenance and operation of a system like the CRS

4.12.3 Troubleshooting and answering questions for the technical staff operating the CRS

4.12.4 Other support tasks, as requested by the County

4.12.5 The proposal must include complete disclosure of the Contractor's proposed

4.12.6 Technical Requirements – Section 4.12

4.12.6.1 The proposal must include a completed Support Matrix; The Support Matrix must describe how you propose to provide the required technical support functions. Include information on your company's commitment and capability regarding post-installation on-site and off-site support in maintaining/upgrading any proposed software products. State your company's policy relative to the types and amount of telephone support that will be available to the County

4.13 DOCUMENTATION AND MANUALS

The Contractor shall provide complete, accurate, and structured technical system and operations documentation for the completed turnkey CRS system in printed form **and** in electronic format, (Adobe PDF format on CD-ROM). The documentation must enable the County technical staff to operate the system independent from the Contractor.

Such documentation must include at a minimum:

4.13.1 Overviews of the application, system structure, production jobs, and interfaces.

4.13.2 A detailed description of the schedule for running jobs, including dependencies, files accessed, critical sequencing and timing.

4.13.3 Detailed operating instructions for each batch job and job step

4.13.4 Detailed instructions for backup operations, and on-line, batch and data base recovery procedures

4.13.5 Any other documentation required for operation of the system independent of the Contractor

4.13.6 Source Code Availability

4.13.7 Contractor shall deliver one (1) set of user manuals for each user license purchased and three (3) sets of technical manuals for each CRS software package purchased, at no additional charge to the County. Optionally, Contractor shall provide one (1) hard copy set of each type of manual and one (1) electronic version in Adobe PDF format.

4.13.8 Contractor shall create and deliver one (1) set of training materials and manuals in hard copy and one (1) electronic version in Adobe PDF format for the County trainers to use in training other county employees to operate all end-user functions of the CRS solution.

4.13.9 Technical Requirements – Section 4.13

4.13.9.1 Describe the technical systems documentation to be provided, which must include those described above.

4.13.9.2 Describe the end-user training manuals to be provided.

4.14 TRAINING

Contractor must develop a training plan and provide comprehensive train-the-trainer sessions for end-users in all aspects of operation, including data entry, workflow, retrieval and any other necessary functions. Provide hands on-training for technical staff in all aspects of managing, configuring, operating and troubleshooting the CRS software and hardware. Develop training manuals, on-line help and technical documentation of the system as it is set up and configured.

4.15 PROJECT SCHEDULE

4.15.1 Gantt Chart – Contractor shall provide a proposed project schedule in Gantt chart or similar format detailing implementation tasks to be accomplished. At a minimum, the following major tasks and milestones must be included in the proposed project schedule:

- Delivery of Hardware and Operating Software
- Installation of hardware and Operating Software
- Delivery of Application Software (if applicable)
- Installation of Application Software (if applicable)
- System Interfaces
- Acceptance Testing
- User Training
- Go-Live
- Other Tasks (as applicable)

Proposers are encouraged to provide additional milestones and detail, at the task level, to demonstrate their technical knowledge and project management ability.

5.0 CONTRACT TERMS & CONDITIONS

5.1 INDEMNIFICATION

Contractor agrees that it will protect, defend, indemnify, and save whole and harmless Dallas County and all of its officers, agents, representatives, directors, officials, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold Dallas County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgements or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

5.2 LIABILITY AND OTHER INSURANCE COVERAGE REQUIREMENTS

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

The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self- insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work, delivery, or services under this Contract, Contractor shall furnish the County Purchasing Agent with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage(s), conditions and limits required by this Contract. The insurance coverage(s), except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

The policies required by this Contract, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representative, officers, directors, officials and employees for any claims arising of Contractor's work or service.

All insurance required herein shall be maintained in full force and effect through out the term of this contract, including all extensions.

5.2.1 Workers Compensation or self insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code; and

5.2.2 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than $1,000,000.00 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

5.2.3 Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions

5.2.3.1 Name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

5.2.3.2 Provide for forty-five (45) days' notice to the County for cancellation, non-renewal or material change.

5.2.3.3 Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.

5.2.3.4 Provide for notice to the County at the address shown below by registered mail.

5.2.3.5 Contractor agrees to have an endorsement placed on each policy waving the insurance company's subrogation interest for injuries, death, property damage or any other loss against the following: County of Dallas; County Judge; County Commissioners; elected officials; department heads, other officials, employees and/or assigns.

5.2.3.6 Contractor shall provide that all provisions of this contract concerning liability; duty and standard of care shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract. (Court Order 94-1243, August 9, 1994)

5.3 PERFORMANCE BOND

5.3.1 Contractor is required to execute to Dallas County a good and sufficient bond in an amount equal to 100% of full Contract Amount, or otherwise guaranteeing the full and faithful execution of the work and performance of the Agreement in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of Dallas County. The bond shall identify the Principal (CONTRACTOR) and Surety with the Owner (County). The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of the Owner will be for informational purposes only. The Agreement shall be described by the RFP and this Agreement for which services are being provided, date, amount and by official name and identification of the project. The amount of the Agreement and the dollar amount of the performance bond shall be in both written and numerical form. The date of the performance bond shall not be earlier than the date of the Agreement, which is adopted by reference. The bonds must be executed by a corporate surety authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. Each bond must be separately signed by the Principal and the Surety. The parties executing (signing) the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. Where appropriate, CONTRACTOR shall attach a copy of the resolution by law authorizing the individual to act on behalf of the firm or entity. Evidence of authority to sign on behalf of each party should be obtained. As to the Surety, this usually takes the form of a power of attorney issued by the Surety Company to the agent who signs on its behalf. The bonds must be payable to Dallas County, Texas.

5.3.2 The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

5.3.3 Should the County exercise any Agreement extension option for additional Agreement terms, it will be CONTRACTOR 's responsibility to have the Surety company provide to County confirmation of the existing bond or provide a new bond, if applicable.

5.3.4 Bonds shall be executed by a duly authorized Surety company satisfactory to the County. The County will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."

5.3.5 No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested in any litigation against the County.

5.3.6 Each bond shall be executed by Contractor and Surety. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

5.3.7 In the event the Agreement is prematurely terminated due to CONTRACTOR 's breach and/or nonperformance of the Agreement, County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from CONTRACTOR which amount CONTRACTOR shall pay in the event that County prevails in such action.

5.3.8 All bonds shall be delivered to the *Dallas County Director of Purchasing* located at the *Dallas County Records Building, 509 Main Street, Room 623, Dallas, Texas 75202*, within thirty (30) calendar days after execution of this Agreement, or such non-delivery shall constitute default of this Agreement subject to immediate termination at County's sole discretion.

5.3.9 County will disburse no payment for goods, materials or services provided by CONTRACTOR unless a good and sufficient bond written to equal 100% of the full contract amount with the County within thirty (30) calendar days after execution of this Agreement.

5.3.10 In the event CONTRACTOR does not secure and deliver a performance bond acceptable to County and in accordance with the provisions of this Section, County, at its sole discretion, may immediately terminate this Agreement.

5.3.11 Notwithstanding anything in this Section 5.3 to the contrary, CONTRACTOR, at its sole option, may submit a cashier's check in the amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) or amount mutually agreed upon by the County and CONTRACTOR in lieu of a performance bond (the "Performance Deposit") to guarantee the full and faithful performance of this Agreement.

5.3.12 If CONTRACTOR executes the performance bond as described herein, then upon Final Acceptance, the County will promptly, but in any event not less than thirty (30) days from the date of Final Acceptance, take all reasonable steps necessary to terminate the performance bond set forth herein or otherwise release CONTRACTOR from any obligations arising under such performance bond. If CONTRACTOR elects to deposit with the County the Performance Deposit, then the County will return in full the performance Deposit to CONTRACTOR upon Final Acceptance and concurrent with the remaining License Fee.

5.4 LANGUAGE FOR REQUIREMENTS CONTRACTS

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they would be purchased from the Contractor awarded that item.

5.5 JURISDICTION AND VENUE

The laws of the State of Texas shall govern any proposed contract, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Contract, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.

5.6 LITIGATION

In the best interest of the Dallas County, any Proposer/Contractor who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

5.7 SEVERABILITY

Should any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

5.8 TERMINATION FOR CONVENIENCE

County may terminate the Contract for convenience. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least fifteen (15) days after the date of such notice. In connection with any such termination County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

5.9 TERMINATION FOR INSOLVENCY

County shall have the option to terminate this Contract in its entirety if Contractor (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleasing admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, (vi) any such receiver or trustee shall appointed and shall not be discharged within thirty (30) days after date of such appointment.

5.10 TERMINATION FOR NON-PERFORMANCE

County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) days to cure such deficiencies or non-performance issues.

Dallas County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

5.11 TERMINATION FOR CAUSE

County shall have the option to terminate this Contract, for cause: (i) for a material breach of such Contract by Contractor that is not cured by Contractor within fifteen (15) days of the date on which County provides written notice of breach; (ii) for a material breach of such Contract by Contractor that is not reasonably subject to cure within fifteen (15) days after it occurrence; (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on of services. County shall exercise its termination option by delivering the termination date which shall be at least fifteen (15) days from the date such termination notice is delivered to Contractor. Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

5.12 APPROPRIATION CONTINGENCY

The Contractor recognized that any agreement entered into should commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on September 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item would be actually adopted, said determination being the determination of the County Commissioners Court at the time of the adoption of the budget. If such funds become reduced or unavailable, any contract shall be subject to immediate modifications, reduction or termination.

5.13 ORGANIZATION - EMPLOYMENT DISCLAIMER

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall include but not be limited to the total responsibility for all salaries, wages, bonuses, retirement withholdings, insurance, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

5.14 CONFLICT OF INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

5.15 MONETARY RESTITUTION

In the event the contract is prematurely terminated due to breach, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

5.16 NON-DISCRIMINATION

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.17 COLLUSION

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with this proposal. This paragraph does not however, preclude two or more supplier of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

5.18 ADDITIONS/DELETIONS OF SERVICE

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.19 ASSIGNMENT OR SUBCONTRACTING

The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Dallas County. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Any attempt by the Contractor to assign or subcontract any performance (in whole or part) of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract an will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.

5.20 AMENDMENTS

All amendments to this Contract must be in writing and signed by all parties with approval by the Dallas County Commissioners Court through Court Order.

5.21 CONFORMATION WITH THE LAW

This service shall be accomplished in conformity with the laws, ordinances, rules, and regulations of the United States of America, the State of Texas, County of Dallas, and the City of Dallas. Cost of any permits and/or licenses that are required to accomplish this requirement is the responsibility of the Contractor.

5.22 CONTRACT COMPLIANCE MONITORING

County staff members shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

5.23 RETENTION OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for three (3) years after final payment or until after the resolution of any audit questions which could be more than three (3) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

5.24 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Dallas County for the services not so adequately supported and documented.

5.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Dallas County.

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5.26 RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.27 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

5.28 CONTRACTOR RESPONSIBILITY

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Dallas County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

5.29 EMPLOYEE RESPONSIBILITY

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

5.30 FACILITIES

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

5.31 CONTRACT ADMINISTRATION

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors. The successful Proposer will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposers should know in the proposal process that the successful Proposer would be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Proposer/user relationship will exist when within compliance and the contract administration process should be transparent.

5.32 CHANGES

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract and approved by the Dallas County Commissioners Court through Court Order. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

5.33 DELIVERY

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Functional and Technical Specifications. Dallas County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

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5.34 TESTING

Unless otherwise specified, materials, equipment and software purchased will be inspected by the County as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor holding the contract.

5.35 ACCEPTANCE

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

5.36 SOURCE CODE

The parties will enter into a source code escrow agreement with Escrow Agent with respect to the Licensed and Custom Software. Pursuant to such agreement, within thirty (30) days following payment in full of the License Fee. Contractor will deposit with the Escrow Agent one copy each of: (a) the commented source code to all Licensed Software furnished to the County; and (b) all Specifications, SRS Documents, technical documentation, and such other materials pertaining to the Licensed Software as the County would reasonably require in order to configure, install, modify and support the Licensed Software in the event that the County will become entitled to do so under the source code escrow agreement

Contractor will update the escrow deposit on at least an annual basis and always upon the release of a new version of the Licensed and Custom Software. Contractor will provide the County with thirty (30) days' notice prior to updating the escrow deposit.

The fees of the escrow agreement will be paid by Contractor until ninety (90) days after the last of the following dates: (a) the date the Agreement, including any renewals, terminates; (b) the date that the Maintenance and Support Agreement, including any renewals, terminates; and (c) the date upon which any and all pending disputes between the parties regarding the Agreement have been finally resolved.

5.37 FAILURE TO PROVIDE SERVICES

The County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

6.0 EVALUATION PROCESS

6.1 EVALUATION PROCEDURES

6.1.1 The Procurement Coordinator shall manage the proposal evaluation process and maintain and/or coordinate all meeting, requests and documentation.
6.1.2 Review of all Proposals to conformance of this RFP. Each proposal will be independently evaluate by each committee member.
6.1.3 Elimination of all Proposals which deviate substantially from the basic intent of the Proposal.
6.1.4 An assessment of the remaining proposers. This assessment will also include a review of the Proposer personnel capability and the previous experience of each Proposer.
6.1.5 Verification of Proposer references
6.1.6 Written and/or oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Proposers. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
6.1.7 Capability of the Proposer to participate in this particular program, including eligibility based on the Proposer's financial stability and viability.
6.1.8 Recommendation of potential Proposer to Dallas County Commissioners Court.

6.2 EVALUATION PROCESS

The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs and selection criteria identified in the Proposal.

The County reserves the right to accept other than the lowest price Proposal.

A committee composed of various Dallas County departments and others will evaluate proposals. Requests for presentations or clarification of portions of the Proposals may be considered. This committee will prepare a summary evaluation with an objective ranking of the Proposals.

6.3 EVALUATION AND SELECTION FACTORS

The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the best applicant at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total numbers of points, which may be awarded to proposals.

The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the best applicant at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total numbers of points, which may be awarded to proposals.

Proposal Evaluation Categories and Weights

Factor 1 **0-40 Points**

- Proposed system solution
- Proven skills, technical competence, compliance with functionality
- Approach and philosophy with consistency and standards
- Demonstration of successful ability to interface with Oracle databases
- User friendly graphical user interface with a match between system and common business terminology
- Quality & completeness of proposal

Factor 2 **0-30 Points**

- Cost of goods and services
  Hardware, software and initial licensing fees, implementation, training, data migration and conversion, installation, and other material and supplies

Factor 3 **0-15 Points**

- Experience in governmental policies and procedures
- SDLC approach is used in implementing a new system
- Financial stability
- Number of clients and/or county clients
- Has available list of references

Factor 4 **0-15 Points**
Minority/Women Business Participation

Certified M/WBE Firm	(6 Points)
• Sub-contracting to a Certified M/WBE Firm	(6 Points)
• Minority breakup of firm	(3 Points)

Total Points **100 Points**

6.4 COMPETITIVE NEGOTIATION

At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Proposer.

6.5 PROPOSERS WARRANTIES AND REPRESENATATION

By signing any contract resulting from this RFP, Contractor further warrants and represents that it has become fully acquainted with conditions, facts, and circumstances related to providing services as requested in the RFP. The failure or omissions of the Contractor to acquaint itself with the existing, conditions, facts, and circumstances, shall in no way relieve it of any obligation with the respect to this contract

6.6 AWARD OF CONTRACT

The contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Proposal. Dallas County Commissioners Court will award the Contract to a qualified firm. The Proposal may be awarded in whole or in part, or rejected in its entirety by the Dallas County Commissioners Court.

6.7 POST AWARD MEETING

The successful Contractor may be required to attend a pre and post award meeting with the Dallas County representatives to discuss the terms and conditions of this Contract and execution of a formal contract with Dallas County.

7.0 ADMINISTRATIVE INFORMATION

7.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of this proposal and the selected Contractor's response, cost and any negotiated changes are to be incorporated, in entirety, into the Contract.

7.2 SCHEDULE OF EVENTS

Request for Proposals Issued:	October 7, 2004
Pre Proposal Conference:	October 20, 2004, 2:00 p.m., CST
Deadline for Submission of Written Questions	October 22, 2004, 4:00 p.m., CST
Distribution of Dallas County Response to Written Questions:	October 27, 2004, 5:00 p.m. CST
Deadline for submission of proposals:	November 11, 2004, 2:00 p.m. CST, All proposals must be received prior to 2:00 p.m. CST on above date at Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202.
Review of proposals and short list decision:	November 12 through November 30, 2004
Proposer presentations (if required):	December 6, 2004 through December 14, 2004
Best & Final Due:	December 29, 2004, 2:00 p.m. CST
Award of Proposal:	January 18, 2005
Post Award Meeting and Formal Contract Development	January 19 through January 31, 2005
Contract Signed by County Judge:	February 8, 2005

All of the above dates are subject to changes as deemed necessary by Dallas County

7.3 PRE-PROPOSAL CONFERENCE

The County has scheduled a Pre-Proposal Conference to be held on Wednesday, October 20, 2004, 2:00 p.m. CST, in the:

Commissioners Court Room
Administration Building
411 Elm Street, 1st Floor
Dallas, Texas 75202.

The Pre-proposal conference will last approximately one (1) hour. Attendance is encouraged but not mandatory. The purpose of this conference is to facilitate responses to all bidders' questions concerning the content of this RFP document.

To provide additional input and clarification, a panel of County representatives from various departments will be present at the conference.

7.4 COUNTY PROCUREMENT COORDINATOR

The main point of contact for this RFP shall be:

Gloria McCulloch-Webb
Dallas County Purchasing Department
509 Main Street, 6th Floor
Room 623, Records Building
Dallas, Texas 75202
214 653-7433 / 214 653-7449 Fax
gwebb@dallascounty.org

The main point of contact shall hereinafter be referred to as the County Procurement Coordinator.

7.5 COMMUNICATION REGARDING THE RFP

7.5.1 Upon release of this RFP, all Contractor communications concerning this procurement must be directed to the County Procurement Coordinator

7.5.2 All communication should be in writing to the County Procurement Coordinator. Any oral communications shall be considered unofficial and non-binding. Written Comments, including questions and requests for clarification must reference the RFP number.

7.5.3 The County will accept written questions concerning the product and services described in this RFP and Pre-Proposal Conference via facsimile or e-mail. Deadline for submission of written questions is October 22, 2004, 4:00 p.m., Central Standard Time (CST) no questions will be responded to prior to the pre-proposal conference on October 20, 2004. All written questions are to be forwarded to the Procurement Coordinator indicated in Section 7.4 of this RFP. Please reference the RFP Number, Company Name, Representative Name and e-mail address on all written communication and correspondence to Dallas County. Only written responses to written communication shall be considered official and binding upon the County. Any oral communication shall be considered unofficial and non-binding.

7.5.4 The County Purchasing Department shall respond in writing to written communications. Such response shall constitute an amendment (addendum) to the RFP. Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

7.5.5 Official responses to written communication will be provided to all documented participants holding copies of the RFP and pre-proposal attendees by an addendum via mail, fax and/or e-mail.

7.6 PROPOSAL ERRORS AND OMISSION

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct to secure comparable proposals. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she shall immediately notify Dallas County of such errors in writing and request modification or clarification of the document. Any modification made to this RFP will issued as an addendum. Written notice will given to all parties who have been furnished with the RFP. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than October 22, 2004.

7.7 REJECTION OF PROPOSALS

7.7.1 Dallas County reserves the right, at its sole discretion, to reject and any all proposals received in response to this RFP or to cancel this RFP in entirely as determined to be in the best interests of Dallas County.

7.7.2 Any proposal received, which does not meet the requirements of this RFP, may be considered to be non-responsive, and the proposal may be rejected. Contractors must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations.

7.7.3 Dallas County reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of Dallas County. Where the Dallas County waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the Contractor from full compliance with the RFP. Notwithstanding any minor technicalities, Dallas County holds any Contractor to strict compliance with the RFP.

7.8 PROPOSAL WITHDRAWAL

If, at any time prior to the submission deadline of this proposal an Proposer decides to withdraw its proposal, that Proposer shall give written notice and signed by an authorized representative to the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Records Building. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

7.9 ADDENDUM

Dallas County may institute changes or modifications to the RFP requirements and will be provided to all documented participants holding copies of the RFP and pre-proposal attendees by an addendum via mail, fax and/or e-mail. All addenda will be numbered consecutively beginning with 1.

7.10 CONTRACTOR LICENSE REQUIREMENT

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

7.11 PROPOSAL PREPARATION COSTS

Dallas County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

7.12 DISCLOSURE OF PROPOSAL CONTENT

7.12.1 Ownership of materials: The physical originals and physical copies made of the RFP, which is expressly includes the originals and copies made of any other materials or information submitted in response to this RFP procurement process, shall be become property of Dallas County.

7.12.2 Proposal Information: The proposals are deemed to contain two types of information: (i) "confidential information" (also known "proprietary information" or trade secret information") and (ii) "information not designated as confidential information."

7.12.3 Confidential information means information that (i) qualifies as trade secret under the law; and (ii) is designated as confidential information as described below.

7.12.4 Management of proposal information: (i) All proposal information that is designated as *confidential information*, including detail prices and cost information, shall be held in confidence during the evaluation process and thereafter to the extent allotted by law. (ii) *Information not designated as confidential information* may be discussed in open meetings throughout the entire RFP procurement process and thereafter and will be made available to the public subject to the Texas Open Records Act. (iii) The County will uphold the confidentially of Vendor trade secrets to the extent allotted by law.

7.12.5 Designation of confidential information: All confidential information must be *clearly identified and separated*, by the Proposer and prior to submission of the proposal.

7.12.6 Duty of Confidentially upon Proposers: Any information divulged publicly by any Proposers (e.g., at an open meeting) shall, from that time forward, be deemed information that is not designated as confidential information. During all open meetings with the Commissioners Court, it is duty of the vendors to (i) timely asserts any claim of confidentiality; and (ii) request confidential handling of any materials presented to the Commissioners Court during an opening meeting.

7.13 REFERENCES

Proposers must provide a minimum of five (5) reference accounts to which they are presently providing similar or like services and software as outlined in this RFP. Included must be name of government or company, individual to contact, phone number and address. Consideration in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Dallas County.

7.14 MINORITY/WOMEN BUSINESS PARTICIPATION

Proposers submitting a proposal are encouraged to solicit M/WBE participation. A list of certified M/WBE enterprises may be obtained by contacting the Mr. Irvin Hicks, Dallas Count Minority Business Officer at 214.653.6018.

7.15 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under this Contract must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Contract, the County will name its representative who will be legally authorized to obligate the County under this Contract.

7.16 FINANCIAL STATUS

All Proposers shall make available upon request by Dallas County the last two (2) years complete Financial Statements (Balance Sheet, Income Statement, Statement of Cash Flows) ending December 31, 2002, 2003 prepared in accordance with G.A.A.P. Failure or refusal to provide this information shall be sufficient grounds for the County to reject a proposal, and/or to declare a Proposer non-responsive and/or non-responsible.

7.16.1 If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the County with that information as part of its proposal.

7.16.2 The County may consider that information during evaluation of the proposal. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a proposal, including, but not limited to, determination that the Proposer should be declared non-responsible and/or non-responsive.

7.16.3 By submitting a proposal in response to this solicitation, the Proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Proposer will meet its obligations to the County.

8.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

8.1 Proposers are to provide one (1) original (labeled) and six (6) single sided copies of their proposal. All proposals must be bound and furnished in a sealed package or container and be clearly marked with the RFP solicitation number and title on the outside of the package. Additionally, all Proposers are to provide two (2) electronic copies (CD) of their entire proposal response formatted in Microsoft Word 97 version or Abode Acrobat (labeled accordingly) in the original proposal binder – including any attachments.

Proposal must be signed by an individual with authority to bind the firm in a contract with Dallas County.

All proposal shall be valid for a period of one hundred twenty (120) days after the RFP submission deadline. The one-hundred twenty (120) days may be extended by mutual agreement of all parties.

8.2 ALL SEALED PROPOSALS SHALL BE SUBMITTED TO THE:

DALLAS COUNTY PURCHASING DEPARTMENT
509 MAIN STREET, 6TH FLOOR
ROOM 623, RECORDS BUILDING
DALLAS, TEXAS 75202

Proposals may not be delivered orally, by facsimile electronic transmission or e-mail, or other telecommunication means.

8.3 EXCEPTIONS TO THE SOLICITATION

The Proposer shall identify and list all exceptions taken to all sections of **RFP 2005-015-1591** and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, **RFP 2005-015-1591.**

The County reserves the right to reject renders the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

8.4 GENERAL CONTENT

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

8.5 FORMAT AND CONTENT

To aid in the evaluation, all proposals shall follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

8.5.1 Letter of Transmittal

8.5.2 Table of Contents

8.5.3 Short introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.

8.5.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable. All information presented in your proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal.

8.5.4.1 Proposals shall be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. Each page shall be consecutively numbered beginning with the cover sheet as page 1. Proposals are to be submitted in 3-ring binders, notebook bound, with dividers used to separate each section of the proposal.

8.5.4.2 The proposal shall include descriptions of the functional, technical and operational features of the CRS solution, i.e., **how** they will meet the needs of Dallas County and **how** they will be incorporated into the solution, including, but not limited to, the functions and features listed in this RFP. **(Mandatory)**

8.5.4.3 The name of the software publisher and software package for any third party software incorporated as part of the system solution must be disclosed. In addition, the proposal must describe how any third-party product would integrate with the main CRS software package. **(Mandatory)**

8.5.4.4 Additional technical information on the following subjects related to the proposed products shall be included **(Mandatory)**:

- Systems administration and security
- Document security
- Storage Management and Retrieval
- Document Management, Indexing and Retrieval
- Workflow
- Systems Architecture
- Document Archival and Records Retention
- System/Disaster Recovery

8.5.4.5 Proposal must include complete disclosure of the Contractor's proposed warranties for service, licensed software, custom software and hardware provided by the Contractor. **(Mandatory)**. The proposed warranties should include all of the warranty provisions described in the RFP. The Contractor must disclose in the proposal the entity that will provide each warranty service. **(Mandatory)**

8.5.4.6 Describe the software maintenance services proposed for the licensed software and custom-developed software. **(Mandatory)** The proposal should include, at a minimum, the software maintenance services specified in RFP

8.5.4.7 Proposal should, at a minimum, include technical support services as described above and pricing for technical support services after the first 60 months.

8.5.4.8 State your company's policy relative to the types and amount of telephone support that will be available to Dallas County **(Mandatory)**

8.5.4.9 Describe the technical systems documentation to be provided, which must include those items described in RFP **(Mandatory)** Describe the end-user training manuals to be provided. (Mandatory)

8.5.4.10 Describe the file formats or programs that will be used in the interface and specifically what functionality would be supported in Oracle **(Mandatory)**

8.5.4.11 Describe how your proposed solution will directly interface with the Oracle 11i E-Business Financials Suite, specifically the General Ledger and Cash Management modules and past experience in such interface **(Mandatory)**.

8.5.4.12 Proposal must include a work plan that describes the Contractor's approach and methodology for providing all professional services and deliverables necessary to deliver a CRS solution for Dallas County. The work plan must include the mandatory tasks. **(Mandatory)**

8.5.4.13 Proposal must include a project timeline, showing the start, finish and duration of all major project tasks and the schedule of deliverables. **(Mandatory)**

8.5.5 Personal Qualifications – Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

8.5.6 Proposal Exceptions

8.5.7 Detail Pricing/Cost - Base Package, Add-on Modules, Implementation, On-site Training, Data Migration and Conversion, Customization, Software Licensing Fees (Initial Year Cost and Years 2,3,4, 5 and 6), and other material and supplies

8.5.8 Functional and Technical Response to Requirements stated in Section 4 of RFP

8.5.9 Other data

8.5.10 References

8.5.11 Support Matrix

The proposal must include a completed Support Matrix. Use the Support Matrix to describe how you propose to provide the required technical support functions. Include information on your company's commitment and capability regarding post-installation on-site and off-site support in maintaining/upgrading any proposed software products.

8.5.12 M/WBE Business Participation Forms

Please contact Irvin R. Hicks, Minority Business Officer for Dallas County at 214 653-6018 with all questions concerning these forms.

DALLAS COUNTY
M/WBE SPECIFICATION FOR BIDS/RFP'S

Questions concerning this section should be directed to:

Mr. Irvin R. Hicks
Minority Business Officer
Minority & Women Business Enterprises
Phone: 214-653-6018
Fax: 214-653-7449

MINORITY/WOMEN BUSINESS **SPECIFICATIONS**

FOR BIDS/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS Each firm responding to this solicitation shall be required to submit with their bid information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

[ ] 1. Compliance with Dallas County's Good Faith Effort Policy.

[ ] 2. MBE/WBE Participation Report Form.

[ ] 3. A Letter of Assurance A or a Letter of Assurance B.

[ ] 4. MBE/WBE Identification.

[ ] 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work).

[ ] 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences. the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

filename: c:/mwbe/mwbe_899 wpd

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.

2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.

3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).

4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.

5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.

6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____ PROJECT TITLE _____

Total Amount of Your Bid $_____
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone#	S / M**	Description of Work	Amount	%

***North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier**

[___] No MBE/WBE's Added: Please Explain:_____

_____

_____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: **ADDRESS:** **PHONE#**

_____ _____ (____)_____

Printed Name of Preparer _____ Signature _____ Title _____ Date _____

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Minority/Women Business Specification

[3.]

LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name Of Company	Signature	Title **(Officer of firm)**	Date

(Complete this section only if you're planning to use the services of a certified vendor)

Or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

[___] with our own work forces, and submit information sufficient to demonstrated that it is our normal business practice to do so.

or

[___] without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name Of Company	Signature	Title **(Officer of firm)**	Date

(Complete this section only if you're **not** planning to use the services of a certified vendor)

***NOTE:** Each proposer will be required to sign one of the above letters of assurance, which should be returned with proposal.*

[4.]

PRIME **CONTRACTOR MBE/WBE IDENTIFICATION**

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:
[_] is, [_] is not a minority-owned business, **NCTRCA* #**_____.

Women Business Enterprise (WBE) - The bidder/proposer represents that it:

[_] is, [_] is not a women-owned business, **NCTRCA* #**

***NCTRCA = North Central Texas Regional Certification (must be certified, by)**

DALLAS COUNTY
Vendor Statistical Report
(prime/subs performing >19% of initiative)

Permanent Full-Time Employment
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							

FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
TOTAL							

CHECK ONE:				
		Minority-Owned Firm Certification #	Issued by NCTRCA	**Signature/Date:**
		Women-Owned Firm Certification #	Issued by NCTRCA	Typed Name and Title:
		Non-Minority Owned Firm		

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DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. ***Includes:*** officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. ***Includes:*** accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. ***Includes:*** computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. ***Includes:*** advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. ***Includes:*** bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping- receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. ***Includes:*** building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, traitoresses, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing g equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. ***Includes:*** apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers,meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. ***Includes:*** garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. ***Includes:*** attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when no trained under apprentice programs -- operative, laborer and service occupations.

White Collar -Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number	Project Title	Invoice No.	Work Order Date	Job No.

Prime/General Contractor:_____

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of Invoice	Amount Paid to Date	% to Date

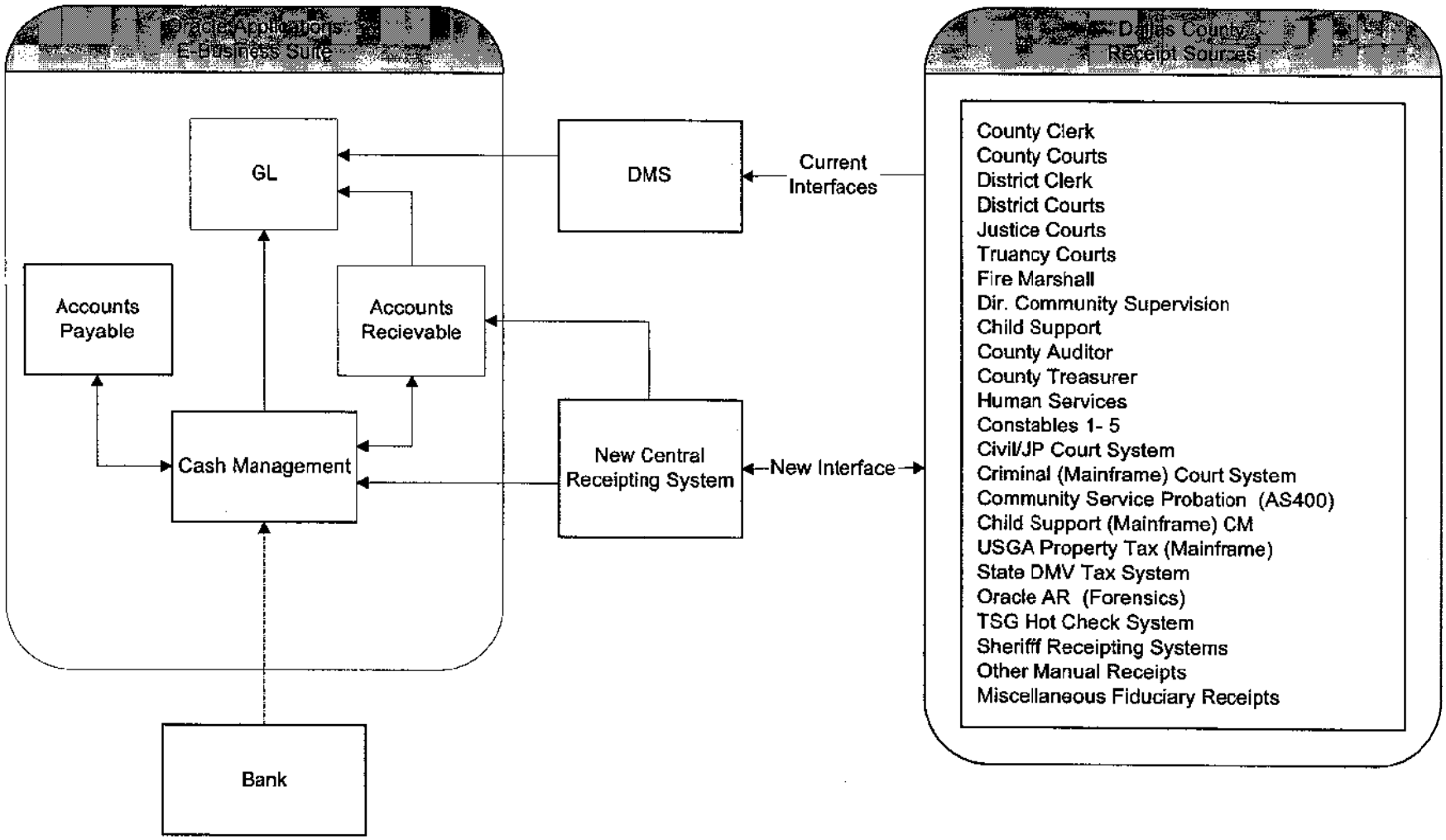
Note:
This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director	Signature of Officer/Director	Date	Dallas County Project Mgr.	Date

System Integration Points Diagram



!!!

DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker And Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to Dallas County meeting all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: ( ) _____ Fax No: ( ) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Jim Gresham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.

Insurance Agent/Broker Signature: _____ **Date:** _____

Bidder's Signature: _____ **Date:** _____

AFFIDAVIT OF _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared _____ _____, Individually and doing business as _____, who after being by me first duly sworn, deposed and stated as follows:

"My name is _____ appearing herein individually and as president and sole owner of _____. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct."

"My name is _____. I am president and sole owner of _____ located at _____ _____. Dallas County issued Solicitation No. _____ (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the proposed bid. I am ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to purchase such insurance for the following reasons:_____.

"Further affiant sayeth not."

_____ _____
Name Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this _____ day of _____, 2003.

_____
Notary Public
State of Texas

_____
Commission Expires

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

or

Employer identification number

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15.**

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for **9**
Broker transactions	Exempt recipients **1** through **13.** Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients **1** through **5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients **1** through **7** [2]

[1] See **Form 1099-MISC,** Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html.** You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* **or** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

!!

KATHY L. NEALY & ASSOCIATES

1211 WILLOW GLEN DALLAS, TEXAS 75232 214-374-2878 FAX 214-374-0715
CONSULTING COMMUNITY RELATIONS URBAN PLANNING ISSUE ADVOCACY

Date: 3/31/05
Time: 8:27A

Chris Campbell is ill. Call Ron Price's ofc & cancel todays appt.
(4) 925-3700

8:29A Gina Castilla - Left detailed msg to cancel meeting today & to call our office to reschedule for sometime next week.

11:16A

114

Unknown

Subject: Atos-DISD-schedule lunch w/R.Price/CC/KLN

Status: Not Started
Percent Complete: 0%

Total Work: 0 hours
Actual Work: 0 hours

Owner: Unknown

3/22/05 - 11:59am Called Ron Price ofc. Gina Castillo is his scheduler. She was out to lunch left detailed msg on her voice mail we would like to schedule meeting regarding DISD and IT services within the next two weeks.

12:19pm TB emailed Chris Campbell to confirm dates available for the next two weeks.

3/23/05 1:30 pm Called Chris again requesting availability.

3/23 Gina Christy returned my call and left voice message from DISD Board office.

3/24/05 1:45pm Spoke with Gina. Advised Monday morning, afternoon or Wednesday anytime, or Thursday morning, or Friday afternoon.

1:48pm Called Chris again. He apologized for not getting back with me. Advised Thursday morning is good for him.

1:49pm Called Gina to finalize. Meeting is scheduled for next Thursday, March 31 @ 10:00am. District office.

!!)

Feb. 17, 2005 - Atos

Blue Sheet Reviews - Scope | Revenue Potential
Qualifications Matrix

Biometric Smart Card for medicaid population
including infrastructure
- Smart Card - Reader
- Help desk
- back end
- Reporting

30,000 (+)
150 Provider Locations

Pilot program -

RFS - Maximus - Hinkley, Camden ACS

RFI - Universal Service Card

SB 46 + 47

Evaluation - IBG + mgt - Feb 1

Hub -
Pilot Program
[AYALTO - PIR / Precise

Linus Jefferson -
Mentor protegee program -

CF 1767 0116

Kathy Nealy

From: "ccampbell" <ccampbell@ccgservices.com>
Sent: Monday, February 28, 2005 3:38 PM
Subject: Fwd:

>fyi
>
>Jail mess may spur lawsuits
>
>Legal experts say county mght be liable due to computer glitch
>
>10:22 PM CST on Thursday, February 24, 2005
>
>By JAMES M. O'NEILL / The Dallas Morning News
>
>The serious disruptions that Dallas County's courts and jail have
>encountered for more than three weeks since converting to a new computer
>system put the county at risk of possible federal civil-rights lawsuits,
>some legal experts say.
>
>In addition, county commissioners last fall relinquished one of their
>tools to ensure that the company hired to build the computer system would
>deliver a product that performs properly. The commissioners waived a
>requirement that the company, InfoIntegration Inc., carry a performance
>bond a form of insurance in case the system does not perform as required.
>
>Legal experts disagree on how likely civil suits against the county might
>be and note that the threshold for proving such cases is steep. But they
>say inmates held in the jail for days beyond their sentence because of the
>computer problems could seek damages by arguing that the county violated
>their freedom.
>
>"It's a difficult claim. You've got to show not simply negligence by the
>county, but deliberate indifference," said University of Pennsylvania law
>professor David Rudovsky.
>
>He said much depends on how well the county planned and prepared for the
>Jan. 31 switch from the old computer system to the new one. Problems
>connected with that move caused a massive backlog of people waiting to be
>booked into jail, delays getting them before a magistrate within the
>required 48 hours, and the failure to release some whose sentences had
>been served or who had been able to post bail.
>
>Mr. Rudovsky helped bring a civil-rights suit against Philadelphia several
>years ago that was prompted by a series of court management problems. The
>city eventually settled and agreed to a schedule of payments to inmates
>based on how many days they were unnecessarily incarcerated.
>
>Dallas civil-rights lawyer Ed Cloutman said that if an inmate could show

>that the county knew the computer problems were likely to occur and was
>lackadaisical about preventing them, it could be the foundation for a
>civil-rights case.
>
>"It depends less on how they reacted after the glitch occurred and more on
>what caused the glitch beforehand," he said.
>
>Tonya Brenneman, president of InfoIntegration Inc., the company that
>designed and built the new computer system, said that when the time came
>to go live, the company shut down the county's mainframe system for 20
>hours to transfer data from the old system to the new system, then ran the
>new system without turning the old system back on for the Sheriff's
>Department. During that 20-hour period, jail officials had to resort to
>pen and paper to book arrestees, causing the huge backlog.
>
>Gary Williams, president of the Harbour Group, which handled the county's
>Y2K preparations and developed the county's computer system for juvenile
>offenders, said the county could have transferred the data without
>shutting down the system for 20 hours.
>
>The new computer system, called the Adult Information System, cost $9
>million and piggybacks on an $8 million countywide juvenile offender
>system launched in 2001. The projects were spearheaded by County
>Commissioner Mike Cantrell.
>
>The Harbour Group, an Addison company, designed and implemented the
>juvenile system, and in 2003, when the county asked for bids to develop
>the adult system, the Harbour Group and two other companies made bids.
>
>Dallas-based InfoIntegration won the $1.3 million contract. When it
>submitted its bid on May 15, 2003, InfoIntegration was just a few weeks
>old. It had been incorporated April 23.
>
>During a county commissioners meeting Tuesday, as debate raged over how to
>fix the computer problems plaguing the courts and jail, County
>Administrator Allen Clemson described InfoIntegration as a "small company
>immersed in this complex cutover to the new system, and they do not have a
>lot of excess capacity and resources."
>
>Ms. Brenneman, the fledgling company's president, had worked for the
>Harbour Group for four years, helping to develop the county's juvenile
>computer system. She and Dan Rhodes, another Harbour Group employee who
>had worked on the juvenile system, quit the company and formed
>InfoIntegration within days. Two months later, in June 2003, the county
>awarded the new company the contract to build the adult system.
>
>The county's request for bids on the adult contract required that the
>winner secure a performance bond for the value of the contract. A
>performance bond gives the county a guaranteed source of money to fix any
>problems if the company fails to produce the product or the product fails
>to work properly.

>
>In its proposal, however, InfoIntegration contended that securing a
>performance bond would add $26,500 to the annual cost of the project, and
>suggested instead a plan in which the county would pay the company only
>after "specified deliverables are completed, tested, and accepted as
>functioning by Dallas County."
>
>InfoIntegration secured a one-year performance bond to cover the initial
>contract of $722,835. After that bond expired, the county auditor's office
>put a hold on future payments to InfoIntegration because it no longer held
>a bond a requirement of its contract. On Sept. 21, 2004, the county
>commissioners voted to waive the performance bond requirement. Currently,
>InfoIntegration does not carry a performance bond.
>
>