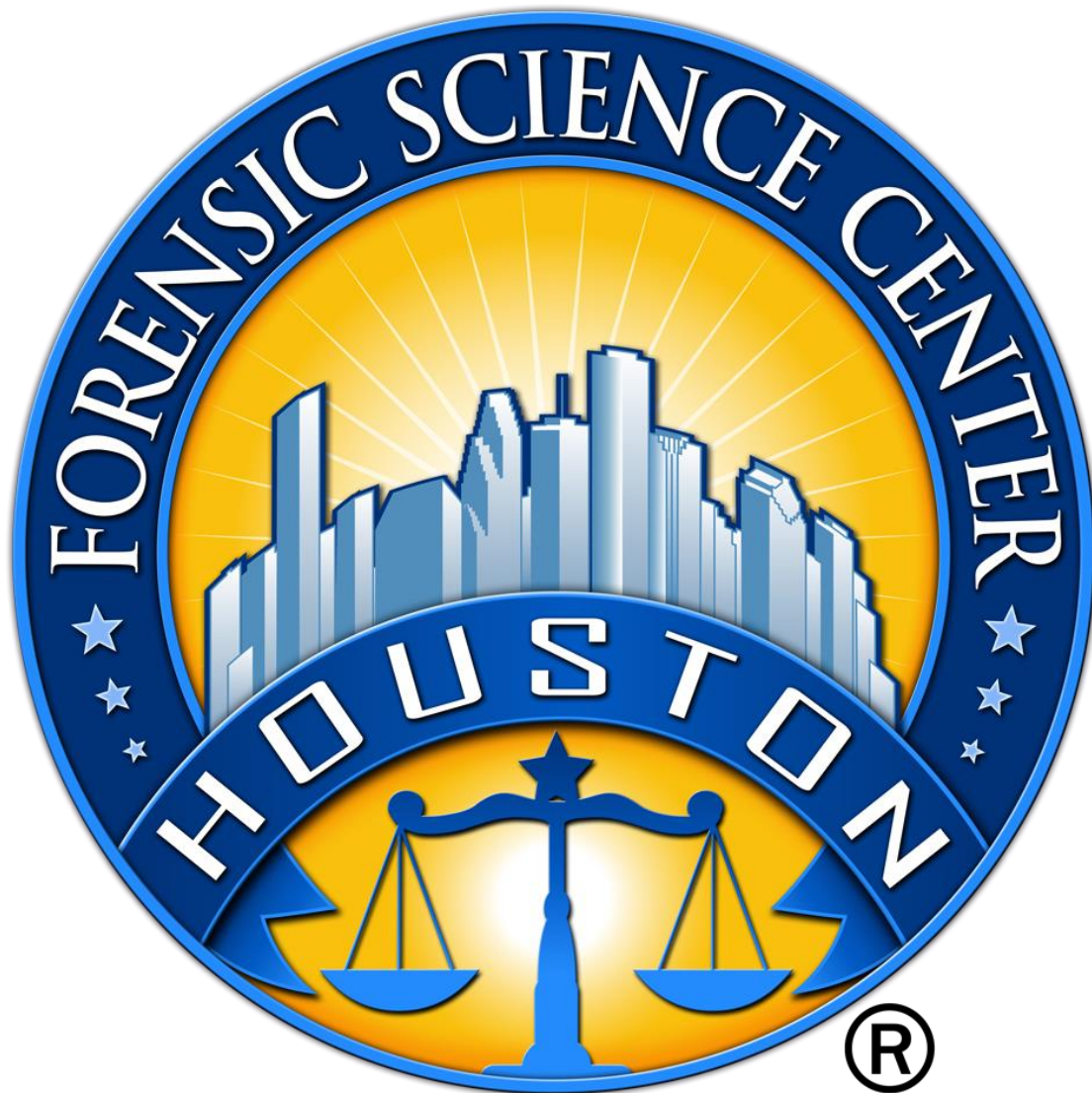


Houston Forensic Science Center, Inc.

Board of Directors Meeting

January 11, 2019



HOUSTON FORENSIC SCIENCE CENTER, INC.

NOTICE OF PUBLIC MEETING

January 11, 2019

Notice is hereby given that beginning at 9:00 a.m. on the date set out above, the Board of Directors (the "Board") of the Houston Forensic Science Center, Inc. (the "Corporation") will meet in the Council Annex Chambers, 900 Bagby St. (Public Level), Houston, Texas 77002. The items listed below may be taken out of order at the discretion of the Chair and any items listed for closed session may be discussed and/or approved in open session and vice versa as permitted by law.

AGENDA

1. Call to order.
2. Roll call; confirmation of presence of quorum.
3. Reading of draft minutes of December 14, 2018 Board meeting. Consideration of proposed corrections, if any. Approval of minutes.
4. Public comment.
5. Report from Nicole Casarez, board chair, including a monthly update of activities and other announcements.

Reports and presentations by corporate officers, and possible related action items

6. Report from Dr. Peter Stout, president and CEO, including technical updates, outreach efforts, staffing changes and other corporate business items.
7. Presentation from Dr. Stout regarding changing the corporate address from 1301 Fannin Street, Suite 170, Houston, Texas 77002 to 500 Jefferson Street, 13th floor, Houston, Texas 77002 and related action.
 - a. Consideration of approval to change the corporate address and principal office to 500 Jefferson Street, 13th floor, Houston, Texas 77002 effective March 4, 2019 and subject to approval by the City of Houston (City.)
 - b. Consideration of approval to change registered agent to Dr. Peter Stout, president and CEO, effective March 4, 2019 and subject to approval by the City.
 - c. Consideration of approval to change the Corporation's registered address to 500 Jefferson Street, 13th floor, Houston, Texas, 77002 effective March 4, 2019 and subject to approval by the City.
8. Presentation by Mr. Leach regarding proposed reallocation to the fiscal year budget and possible related action.

9. Report from Mr. David Leach, treasurer and CFO, regarding company financials and other fiscal updates.
10. Monthly operations report from Dr. Amy Castillo, vice president and COO, including a review of turnaround times and backlogs.
11. Presentation by Dr. Castillo regarding a proposed contract between the Corporation and Bode Cellmark Forensics for outsourcing services to eliminate a forensic biology/DNA backlog and to be funded by a federal grant.
 - a. Consideration of approval of a proposed contract between the Corporation and Bode Cellmark Forensics for biology/DNA outsourcing services.

Reports and presentations by staff

12. Report from Mr. Jerry Pena, director of CSU and digital multimedia evidence, on evidence collection, turnaround times and other updates.
13. Report from Mr. Darrell Stein, director of information strategy, on the Laboratory Information Management System (LIMS) including its lab-wide implementation and other project updates.
14. Report from Mr. Charles Evans, director of business development, regarding the upcoming Houston Forensic Science Center, Inc. facility move to 500 Jefferson.
15. Report from Ms. Lori Wilson, quality director, regarding quality assurance, including review of testimony monitoring, proficiency tests and corrective actions.
16. Adjournment.

–NOTICE REGARDING SPECIAL NEEDS –

Persons requiring accommodations for special needs may contact the HFSC at 713-929-6760 to arrange for assistance.

–NOTICE REGARDING PUBLIC COMMENT –

Members of the public may address the Board during the "Public Comment" segment of the meeting. Each speaker should limit his or her comments to three minutes. The Chairman may limit both the number of speakers and the time allotted for each speaker. A speaker who plans to submit a document for the Board's consideration should provide at least ten copies of the document, each marked with the speaker's name.

– NOTICE REGARDING CLOSED MEETINGS –

As authorized by Texas Government Code Chapter 551.001 (the "Open Meetings Act"), if during the course of the meeting covered by this Notice, the Board should determine that a closed or executive session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive session as authorized by

Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour and place given in this Notice or as soon after the commencement of the noticed open meeting, for any and all purposes permitted by Section 551.071-551.089, inclusive, of the Open Meetings Act.

The presiding officer shall announce that the Board will convene in a closed meeting; that is, in "a meeting to which the public does not have access," sometimes known as an "executive session." The presiding officer's announcement will identify the provision(s) of the Open Meetings Act permitted by Section 551.071-551.089 under which the closed meeting will be held. Should any final action or vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action or vote shall be taken only in a meeting open to the public, including reconvening the open meeting covered by this Notice.

**Certification of Posting of Notice of the Board of Directors ("the Board) of the
Houston Forensic Science Center, Inc. (the "Corporation)**

I, Jordan Benton, coordinator of board relations and executive administration, do hereby certify that a notice of this meeting was posted on Tuesday, the 8th day of January, 2019 in a place convenient to the public in the Council Annex Chambers, 900 Bagby Street. (Public Level), Houston, Texas 77002, and on the HFSC website as required by Section 551.002 et seq., Texas Government Code.

Given under my hand this the 8th day of January 2019.

Jordan Benton

Houston Forensic Science Center, Inc.

MEETING OF BOARD OF DIRECTORS

MINUTES

December 14, 2018

The undersigned, being the duly appointed secretary of the Houston Forensic Science Center, Inc., (HFSC and/or the "Corporation") hereby certifies the following are true and correct minutes of the December 14, 2018 meeting of the Board of Directors (the "Board") of the Corporation.

- A. In a manner permitted by the Corporation's Bylaws, the meeting was called by providing all directors with notice of the date, time, place and purposes of the meeting more than three days before the date of the meeting.
- B. In accordance with Chapter 551, Texas Government Code, made applicable to the Corporation by Section 431.004, Texas Transportation Code, a notice of the meeting was duly filed on December 11, 2018, in the same manner and location as required by law of the City of Houston, Texas (the "City").
- C. The meeting was called to order by Nicole B. Cáarez, Board chairwoman, at approximately 9:01 a.m. on Friday December 14, 2018 in the Council Annex Chambers, 900 Bagby St. (Public Level), Houston, Texas 77002.
- D. Ms. Jordan Benton called the roll. The following directors were present: Nicole B. Cáarez, Anthony Graves, Francisco G. Medina, Janet Blancett, Dr. Robert "Bob" H. McPherson, Dr. Stacey Mitchell and Sandra Guerra Thompson

The following directors were absent: Philip Hilder, Chief Mary Lentschke and Ms. Tracy Calabrese

Chairwoman Cáarez declared a quorum was present

- E. Chairwoman Cáarez asked if there were any changes needed for the November 9, 2018 Board meeting minutes. Director Mitchell made a motion to approve the minutes. Vice Chair Thompson seconded the motion. The motion passed unanimously.
- F. Chairwoman Cáarez asked if members of the public wished to address the Board. No one addressed the Board.
- G. Chairwoman Cáarez presented a chair's report. She welcomed representatives from the Quattrone Center for the Fair Administration of Justice at the University of Pennsylvania Law School and Mr. Darrell Davis, a member of HFSC's technical advisory group, to the meeting. The Chairwoman said Director Mitchell will lead a town hall meeting regarding changes to the Texas sexual assault evidence collection kit protocol, a project she has been working on with Texas A&M University and the Texas Attorney General's Office.

- H. Ms. Calabrese arrived at approximately 9:06 a.m.
- I. Dr. Peter Stout, president and CEO, presented the president's report. He reviewed the lab's overall turnaround time (TAT) and requests received for November 2018. He said overall requests received is increasing monthly. Dr. Stout said 74 of 79 staff required to obtain a forensic license by the state have done so. Dr. Stout gave a staffing update. He reviewed recent outreach activities, including presentations on opioids and meetings held in Austin with legislative staff and state representatives.
- J. Dr. Stout presented his request for HFSC to adopt forensic standards approved by the Organization of Scientific Area Committee (OSAC.) He said it would be important for HFSC to voluntarily adopt OSAC standards to encourage consistency and higher standards in the field of forensics. The Chairwoman made a motion to adopt Resolution 2018-002. Vice Chair Thompson seconded the motion. With none opposed, the resolution passed.
- K. In a treasurer's report, Mr. Leach said HFSC's spending is on track. Mr. Leach said three grants have been approved and five are pending approval.
- L. Mr. Leach requested Board approval to amend a financial policy regarding requisition limits and authorities for reoccurring operating expenses. The policy will also adjust the levels of approval and allow for a more streamlined process. Dr. McPherson made a motion to approve. Ms. Blancett seconded the motion. The policy amendment passed unanimously.
- M. Dr. Amy Castillo, vice president and COO, presented the operations report. She said in January all forensic disciplines, except forensic biology/DNA, will begin operating in the new Laboratory Information Management System (LIMS.) Dr. Castillo said turnaround times will increase because of the transition. She said the DNA backlog is on track to be eliminated by July. Dr. Castillo said HFSC had worked with the Houston Police Department to simplify and make more efficient the process for examining and handling firearms that require testing from other disciplines, such as DNA and latent prints.
- N. Mr. Jerry Pena, director of the crime scene and digital & multimedia units, said cross-training of two audio/video analysts is ongoing. They will help ease the transition in the digital section when the last group of classified officers return to HPD by the end of the year. Mr. Pena said turnaround times in the section will likely increase during this transitional period. Mr. Pena said a crime scene investigator has returned from military deployment and is completing his training. Mr. Pena said the Texas Rangers commended HFSC's crime scene investigators for their handling of a complex officer-involved shooting.
- O. Mr. Darrell Stein, director of information strategy, updated the Board on the transition to the new LIMS. He said all disciplines, except DNA, will go live in January in the new LIMS. Mr. Stein shared a video highlighting the new portal stakeholders will use to submit requests for analysis.
- P. Mr. Charles Evans, director of business development, updated the Board on the lab-wide move to 500 Jefferson. Mr. Evans reviewed the move timeline and said it is currently on track. He said HFSC is now working with the City of Houston to finalize a sublease and amend the Interlocal Agreement to reflect the terms of the 30-year, 500 Jefferson lease. Once complete,

the Board will be asked to approve the documents and the Houston City Council will do the same. Mr. Evans summarized the move sequences and the 500 Jefferson floor plans.

- Q. Ms. Lori Wilson, quality division director, reviewed year-to-date and monthly blind quality controls (BQC,) accomplishments and challenges for November 2018 BQCs, audits, disclosures, corrective actions, proficiency tests and testimony data. Ms. Wilson restated that ANAB awarded HFSC its reaccreditation on November 8.
- R. Ms. Calabrese requested an amendment to the approved November 9, 2018 board minutes to reflect her attendance. The Chairwoman made a motion to approve the amendment. Dr. Mitchell seconded the motion. The amendment to the November 9, 2018 board minutes passed unanimously.
- S. In accordance with Sections 551.071, consultation with attorney, and 551.074, personnel matters, of the Texas Government Code, the Board went into executive session along with Dr. Stout and Ms. Akilah Mance, general counsel.
- T. The Board reconvened into open session at approximately 11:25 a.m. No action was taken in the executive session.
- U. Vice Chair Thompson made a motion to adjourn the meeting. Mr. Medina seconded the motion. The meeting ADJOURNED at approximately 11:26 a.m.

By: _____

Jordan Benton Secretary

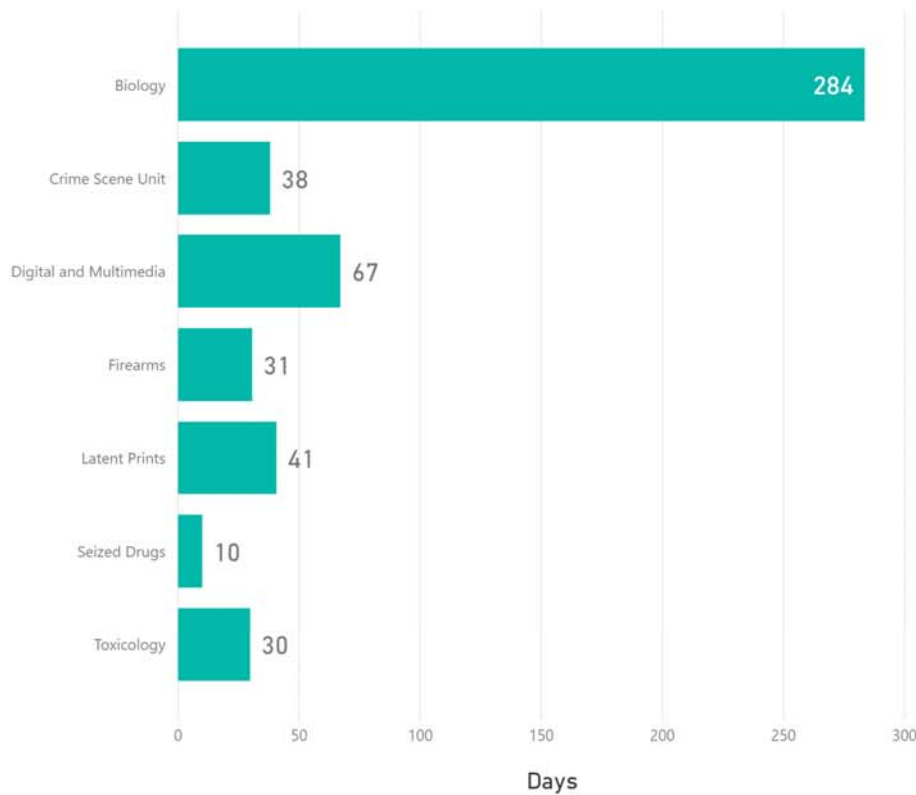
President's Report

January 11, 2019

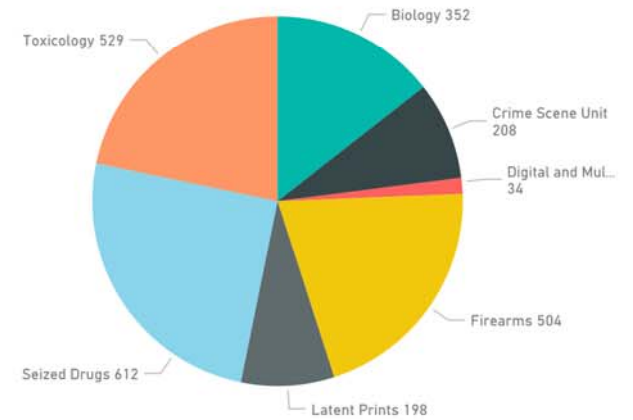




Average Turnaround Time for December 2018



Requests Completed by Section



Turnaround Time - Days

64

Completed Requests

2437

Month Completed

- ☐ 01-January
- ☐ 02-February
- ☐ 03-March
- ☐ 04-April
- ☐ 05-May
- ☐ 06-June
- ☐ 07-July
- ☐ 08-August
- ☐ 09-September
- ☐ 10-October
- ☐ 11-November
- ☒ 12-December

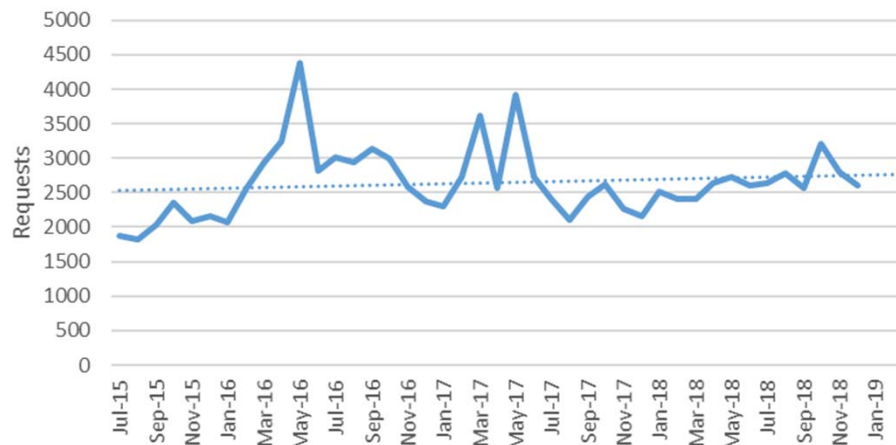
Year Completed

- ☐ 2014
- ☐ 2015
- ☐ 2016
- ☐ 2017
- ☒ 2018

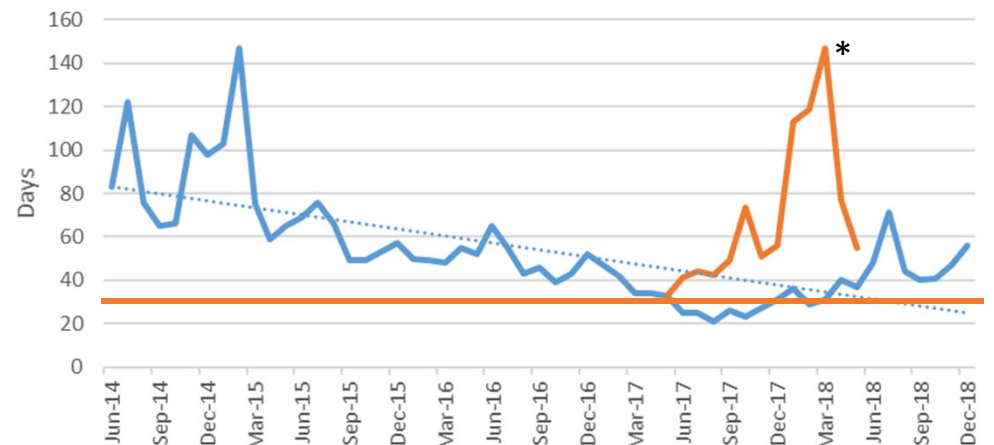
This data is current as of 12/28/2018.

Requests received

Total requests received



Total Average Turnaround Time



* From May 2017 to May 2018 total TAT shown with latent prints (orange) and without (blue) latent print. Everything in blue beginning in June 2018 includes latent print TAT.

Request increases

- Toxicology requests have increased every year since 2014
- Caseload has increased **nearly 45 percent** between 2017 and 2018

Past two years:

2016: 3,427 requests received

2018: 4,447 requests received

Nearly a 30 percent increase in past two years



Staffing – January 10, 2019

- | | |
|---|--|
| <ul style="list-style-type: none">• 202 staff members<ul style="list-style-type: none">• 9 COH civilians• 3 COH classified• 190 HFSC employees• 8 open positions, 2 offers accepted<ul style="list-style-type: none">• 1 forensic analyst - FBIO• 1 technical supervisor – toxicology | <ul style="list-style-type: none">• 6 active vacancies<ul style="list-style-type: none">• 1 assistant director – quality• 1 client services/case management specialist• 1 forensic analyst - multimedia• 3 latent print examiners |
|---|--|



Degrees and Certifications

Master's Degree

- Tammy Beals – Master of Science in Criminal Justice
- Mike Fulton – Master of Science in Criminal Justice
- Brandon Kellett – Master of Business Administration

Certification

- Hannah Cooley – Basic Property/Evidence Technician Certification
 - Texas Association of Property and Evidence Inventory Technicians (TAPEIT)



Outreach

- Rice University externship program – two groups
- Amy Castillo and two staff attended DPS-hosted conference in Florence, TX on launch of statewide rape kit tracking software
- CODIS administrator and assistant CODIS administrator attended annual CODIS conference in December

Community outreach

- Nearly 50 events in 2018, averaging about four/month
- About 25 HFSC staff participate
- Reached more than 1,040 community members



HOUSTON FORENSIC SCIENCE CENTER, INC.

Regular Meeting of the Board of Directors

January 11, 2019 at 9:00 a.m.

Agenda Action Item No.:	<p>7a. Consideration of approval to change the corporate address and principal office to 500 Jefferson Street, 13th floor, Houston, Texas 77002 effective March 4, 2019 and subject to approval by the City of Houston (City.)</p> <p>7b. Consideration of approval to change registered agent to Dr. Peter Stout, president and CEO, effective March 4, 2019 and subject to approval by the City.</p> <p>7c. Consideration of approval to change the Corporation's registered address to 500 Jefferson Street, 13th floor, Houston, Texas, 77002 effective March 4, 2019 and subject to approval by the City.</p>
Subject:	Approval to officially move HFSC's corporate address to 500 Jefferson Street, 13 th floor, Houston, Texas 77002 (500 Jefferson.)
Background:	In October 2018, the City entered into a lease agreement with Jefferson Smith LLC for use of the premises located at 500 Jefferson. Subsequently, HFSC entered into an occupancy agreement with the City for use of the leased premises. In addition to the physical move of HFSC's crime lab operations and business offices to 500 Jefferson, the Corporation must officially change its address. To properly execute this change, HFSC's corporate officers and staff will need to document HFSC's new address with several agencies, vendors, stakeholders and governmental entities.
Executive Summary:	Pursuant to the Corporation's Certificate of Formation, Bylaws, and relevant statutory requirements, the Board must vote to approve the change of its principal office, registered address and registered agent, subject to final approval by the City. Although staff may be authorized to give notice of HFSC's new address in certain circumstances, most legal notices must be filed by a corporate officer. The change in address will be effective on March 4, 2019.
Fiscal Impact:	Minimal anticipated fiscal impact for filing fees and certified letters. Anticipated costs will fit within existing budget line items.
Staff Recommendation:	Staff recommends approval.
By:	Dr. Peter Stout, President and CEO Legal review by General Counsel

HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF ACTIVITIES - ACCRUAL BASIS
FY19 Original Budget Reallocations V2

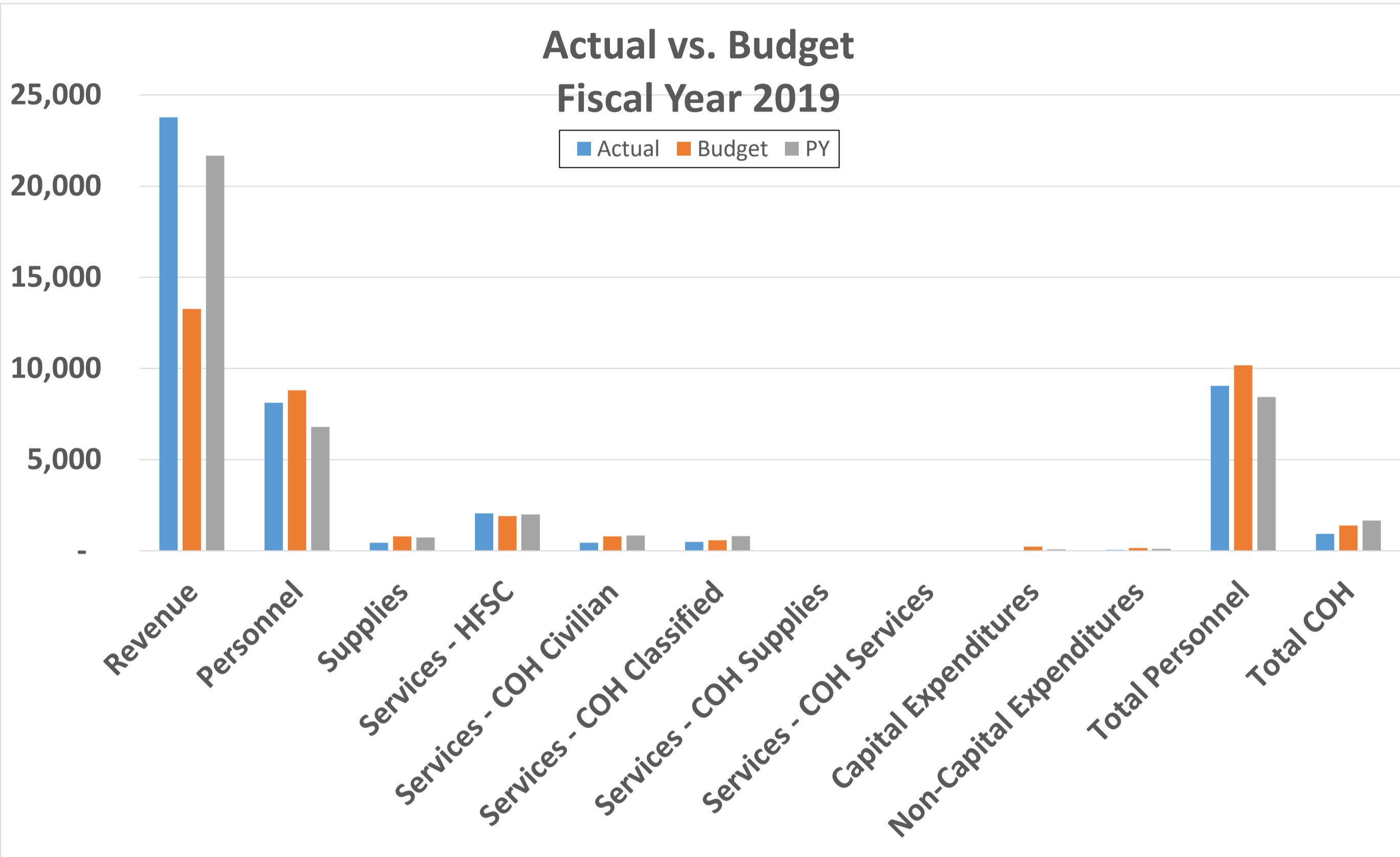
		FY19B	Adjustments to FY19 Budget V1		FY18 Budget V2
			Grants	Non Grants	
Revenues:					
411000	City of Houston-Appropriations	\$ 24,160,344			\$ 24,160,344
415000	City of Houston Direct OH-Appro	1,460,000			1,460,000
420000	Donations	8,300			8,300
426000	Training Services	5,000			5,000
440000	Grants	890,000			890,000
450000	Forensic Services	8,700			8,700
490002	Interest Income	3,800			3,800
Total Income		26,536,144	-	-	26,536,144
Expenses:					
Personnel:					
500010	Salary Base - Civilian	14,081,612	156,760		14,238,373
501070	Pension - Civilian	786,565	5,948		792,513
502010	FICA - Civilian	1,022,993	11,798		1,034,791
503010	Health Insurance - Active Civil	1,325,410	7,976		1,333,385
503015	Basic Life Ins - Active Civil	119,208	881		120,089
503090	Workers Comp - Civilian Adm	78,010			78,010
504031	Unemployment Taxes - Admin	12,981	331		13,313
		17,426,779	183,694	-	17,610,473
Supplies:					
511010	Chemical Gases & Special Fluids	14,094			14,094
511045	Computer Supplies	38,954			38,954
511050	Paper & Printing Supplies	25,041			25,041
511055	Publications & Printed Material	14,070			14,070
511060	Postage	1,341			1,341
511070	Miscellaneous Office Supplies	89,648			89,648
511080	General Laboratory Supply	1,288,590			1,288,590
511090	Medical & Surgical Supplies	750			750
511095	Small Technical & Scientific Eq	7,666			7,666
511110	Fuel	27		200	227
511120	Clothing	34,172			34,172
511125	Food/Event Supplies	14,337			14,337
511130	Weapons Munitions & Supplies	9,253			9,253
511145	Small Tools & Minor Equipment	18,365			18,365
511150	Miscellaneous Parts & Supplies	10,167		5,000	15,167
		1,566,542	-	5,200	1,571,742

HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF ACTIVITIES - ACCRUAL BASIS
FY19 Original Budget Reallocations V2

		Adjustments to FY19 Budget V1		FY18 Budget V2
		Grants	Non Grants	
Services:				
520100	Temporary Personnel Services			-
520105	Accounting & Auditing Svcs	35,427	78	35,505
520106	Architectural Svcs	50,000		50,000
520107	Computer Info/Contracting Svcs	19,907		19,907
520109	Medical Dental & Laboratory Ser	85,000		85,000
520110	Management Consulting Services	60,000	60,000	120,000
520112	Banking Services	2,970		2,970
520113	Photographic Services	643		643
520114	Misc Support Serv Recruit Relo	118,268		118,268
520115	Real Estate Rental	1,010,905		1,010,905
520118	Refuse Disposal	3,712	10,000	13,712
520119	Computer Equip/Software Maint.	626,171	53,384	759,555
520121	IT Application Services	101,512		101,512
520123	Vehicle & Motor Equip. Services	2,977		2,977
520124	Other Equipment Services	219,553	30,000	249,553
520143	Credit/Bank Card Svcs	224		224
520520	Printing & Reproduction Serv.	12,158		12,158
520605	Public Information Svcs	3,367	15,000	18,367
520705	Insurance (Non-Medical)	107,581		107,581
520765	Membership & Prof. Fees	24,659	438	25,097
520805	Education & Training	181,678	7,780	189,458
520815	Tuition Reimbursement	46,422		46,422
520905	Travel - Training Related	172,574	7,806	180,381
520910	Travel - Non-training Related	14,051	1,233	15,285
521405	Building Maintenance Services	25,437		25,437
521505	Utilities	3,979		3,979
521605	Data Services	53,072	100,000	153,072
521610	Voice Services, Equip & Labor	69,457		69,457
521705	Vehicle/Equipment Rental/Lease	463		463
521725	Other Rental Fees	32,157		32,157
521730	Parking Space Rental	145,544		145,544
521905	Legal Services	25,000		25,000
522205	Metro Commuter Passes	67,374		67,374
522305	Freight	17,387	13	17,400
522430	Misc. Other Services & Chrgs	94,832		94,832
532000	Sub-Contractor (COH)	3,071,553	(300,200)	2,771,353
Total Services		6,506,016	70,732 (5,200)	6,571,547
Total HFSC Services		3,434,463	70,732 295,000	3,800,194

HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF ACTIVITIES - ACCRUAL BASIS
FY19 Original Budget Reallocations V2

		FY19B	Adjustments to FY19 Budget V1		FY18 Budget V2
			Grants	Non Grants	
Non-Capital Expenditures					
551010	Furniture and Fixtures	100,000			100,000
551015	Computer Equipment	173,085			173,085
551025	Scientific/Medical Equipment	35,735			35,735
Total Non-Capital Expenditures		308,820	-	-	308,820
Capital Expenditures					
170230	Computer Hardware/SW	-			
170240	Scientific/Foren Eqmt	450,000			450,000
170980	Const in Progress	-			-
Total Capital Expenditures		450,000	-	-	450,000
Total Expense Before Depreciation		26,258,157	254,425	-	26,512,583
561230	Depreciation	477,202			477,202
669000	Reconciliation Discrepancies	-			-
Total Expense After Depreciation		26,735,359	254,425	-	26,989,784
Net Ordinary Income		(199,215)	(254,425)	-	(453,640)
Other Expense:					
610000	City of Houston Direct Overhead	1,460,000			1,460,000
	Grant and Training Expense	890,000	(254,425)		635,575
		(2,549,215)	-	-	(2,549,215)



HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF ACTIVITIES - ACCRUAL BASIS
For the Period July 1, 2018 through December 31, 2018

Current Month (Preliminary)										YTD										FY19		
		FY19	FY19	FY18	Variance						FY19	FY19	FY18	Variance				FY19	% Year			
		Dec 2018	Budget	Dec 2017	Budget - Actual	%	FY19 - FY18		%			July 1- Dec 31, 2018	Budget	July 1- Dec 31, 2017	Vs. Budget	%	Vs. FY18		%	Budget V2	Completed	
		# of Months										# of Months										
		1										6										
Revenues:																						
411000	City of Houston-Appropriations	\$ -	\$ 2,013	\$ -	\$ (2,013)	-100%	\$ -			\$ 22,832	\$ 12,080	\$ 20,541	\$ 10,752	89%	\$ 2,291	11%			\$ 24,160	95%		
415000	City of Houston Direct OH-Appro	122	122	122	-	0%	-	0%		730	730	730	-	0%	-	0%			1,460	50%		
416000	City of Houston - Safe funds	-	-	-	-	0%	-			-	-	-	-	0%	-	0%			-	0%		
420000	Contributions	5	1	3	4	0%	2	52%		7	4	8	3	0%	(1)	-12%			8	88%		
425000	In-Kind Donations	-	-	-	-	0%	-			-	-	34	-	0%	(34)	-100%			-	0%		
426000	Training Services	-	0	-	(0)	0%	-			7	3	5	4	0%	2	34%			5	135%		
440000	Grants	2	74	-	(72)	-98%	2			177	445	345	(268)	-60%	(168)	-49%			890	20%		
450000	Forensic Services	-	1	-	(1)	-100%	-			10	4	9	6	134%	1	17%			9	117%		
450001	Miscellaneous Copy Fees	-	-	-	-	0%	-			-	-	-	-	0%	-	0%			-	0%		
450002	Interest Income	1	0	1	0	81%	0	13%		4	2	3	2	87%	0	16%			4	93%		
Total Income		129	2,211	125	(2,083)	-94%	3	3%		23,767	13,268	21,676	10,499	79%	2,092	10%			26,536	90%		
Expenses:																						
Personnel:																						
500010	Salary Base - Civilian	1,120	1,187	954	67	6%	(165)	-17%		6,612	7,119	5,543	507	7%	(1,069)	-19%			14,238	46%		
501070	Pension - Civilian	65	66	56	1	2%	(9)	-15%		356	396	314	40	10%	(43)	-14%			793	45%		
502010	FICA - Civilian	79	86	66	7	8%	(13)	-19%		475	517	396	42	8%	(80)	-20%			1,035	46%		
503010	Health Insurance - Active Civil	97	111	80	14	13%	(17)	-21%		586	667	478	81	12%	(107)	-22%			1,333	44%		
503015	Basic Life Ins - Active Civil	10	10	(1)	(0)	-4%	(11)			62	60	38	(2)	-4%	(24)	-64%			120	52%		
503060	Long Term Disability - Civilian	-	-	-	-	0%	-			-	-	-	-	0%	-	0%			-	0%		
503090	Workers Comp - Civilian Adm	4	7	3	3	41%	(1)	-16%		26	39	25	13	34%	(1)	-2%			78	33%		
503100	Workers Comp - Civil Claims	0	-	-	(0)		(0)			0	-	-	(0)	0%	(0)	0%			-	0%		
504030	Unemployment Claims - Admin	-	-	-	-		-			-	-	-	-	0%	-	0%			-	0%		
504010	Pension - GASB 27 Accrual	-	-	-	-		-			-	-	-	-	0%	-	0%			-	0%		
504031	Unemployment Taxes - Admin	0	1	0	1	92%	0	67%		3	7	4	3	49%	0	4%			13	26%		
		1,375	1,468	1,160	93	6%	(215)	-19%		8,121	8,805	6,797	684	8%	(1,324)	-19%			17,610	46%		
Supplies:																						
511010	Chemical Gases & Special Fluids	-	1	1	1	100%	1	100%		8	7	6	(1)	-11%	(2)	-28%			14	56%		
511040	Audio Visual Supplies	-	-	-	-		-			-	-	-	-	0%	-	0%			-	0%		
511045	Computer Supplies	-	3	1	3	100%	1	100%		6	19	8	14	72%	3	32%			39	14%		
511050	Paper & Printing Supplies	-	2	2	2	100%	2	100%		15	13	11	(2)	-18%	(4)	-38%			25	59%		
511055	Publications & Printed Material	1	1	1	1	45%	0	27%		2	7	5	5	74%	3	62%			14	13%		
511060	Postage	-	0	0	0	100%	0	100%		0	1	1	0	69%	0	63%			1	15%		
511070	Miscellaneous Office Supplies	5	7	5	3	39%	0	1%		49	45	42	(5)	-10%	(7)	-17%			90	55%		
511080	General Laboratory Supply	53	107	160	54	51%	107	67%		329	644	603	315	49%	274	45%			1,289	26%		
511090	Medical & Surgical Supplies	-	0	-	0	100%	-			-	0	-	0	100%	-	0%			1	0%		
511095	Small Technical & Scientific Eq	1	1	0	(0)	-74%	(1)	-638%		2	4	2	2	45%	(0)	-4%			8	28%		
511110	Fuel	-	0	-	0	100%	-			-	0	-	0	0%	-	0%			0	0%		
511120	Clothing	1	3	0	2	68%	(1)	-150%		3	17	25	14	80%	22	87%			34	10%		
511125	Food/Event Supplies	0	1	1	1	95%	1	90%		6	7	8	1	10%	2	22%			14	45%		
511130	Weapons Munitions & Supplies	-	1	1	1	100%	1	100%		3	5	1	2	36%	(1)	-100%			9	32%		
511145	Small Tools & Minor Equipment	-	2	5	2	100%	5	100%		1	9	9	8	89%	8	88%			18	6%		
511150	Miscellaneous Parts & Supplies	1	1	1	1	51%	1	58%		12	8	8	(5)	-65%	(4)	-48%			15	82%		
		61	131	178	70	53%	118	66%		437	786	730	349	44%	293	40%			1,572	28%		

HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF ACTIVITIES - ACCRUAL BASIS
For the Period July 1, 2018 through December 31, 2018

Current Month (Preliminary)								YTD								FY19	
FY19			Variance					FY19			Variance					FY19	
Dec 2018	Budget	Dec 2017	Budget - Actual	%	FY19 - FY18	%		July 1- Dec 31, 2018	Budget	July 1- Dec 31, 2017	Vs. Budget	%	Vs. FY18	%	Budget V2	Completed	
1	-	1	(1)		0	41%		2	-	1	(2)	0%	(1)	-133%	-	0%	
3	3	3	(1)	-18%	(0)	-13%		21	18	19	(3)	-19%	(2)	-11%	36	59%	
-	4	-	4	100%	-			-	25	-	25	0%	-	0%	50	0%	
-	2	-	2	100%	-			4	10	0	6	56%	(4)		20	22%	
3	7	7	4	52%	3	50%		67	43	31	(25)	-58%	(36)	-114%	85	79%	
11	10	5	(1)	-11%	(6)	-121%		81	60	255	(21)	-36%	173	68%	120	68%	
0	0	0	(0)	-38%	(0)	-47%		2	1	1	(0)	-20%	(0)	-33%	3	60%	
-	0	-	0	100%	-			-	0	-	0	100%	-	0%	1	0%	
1	10	9	9	89%	8	88%		15	59	70	44	74%	55	78%	118	13%	
88	84	85	(3)	-4%	(3)	-3%		518	505	506	(12)	-2%	(12)	-2%	1,011	51%	
2	1	-	(1)	-73%	(2)			11	7	1	(5)	-67%	(11)	-1245%	14	83%	
44	63	173	19	30%	129	74%		513	380	473	(134)	-35%	(40)	-8%	760	68%	
6	8	1	3	33%	(4)	-349%		48	51	30	3	6%	(18)	0%	102	47%	
-	0	-	0	100%	-			-	1	-	1	100%	-	0%	3	0%	
18	21	8	3	12%	(10)	-117%		158	125	69	(34)	-27%	(90)	-131%	250	63%	
-	0	0	0	100%	0	100%		0	0	0	0	71%	0	76%	0	14%	
-	-	-	-		-			-	-	-	-	0%	-	0%	-	0%	
-	1	2	1	100%	2	100%		6	6	3	(0)	0%	(3)	-85%	12	50%	
-	2	0	2	100%	0	100%		7	9	2	2	22%	(5)	-269%	18	39%	
10	9	8	(1)	-11%	(2)	-31%		58	54	49	(4)	-7%	(8)	-17%	108	54%	
-	-	-	-		-			-	-	-	-	0%	-	0%	-		
1	2	2	1	49%	1	43%		7	13	7	6	46%	(0)	0%	25	27%	
0	16	2	15	97%	1	76%		95	95	65	(0)	0%	(29)	-45%	189	50%	
5	4	4	(1)	-16%	(0)	-1%		14	23	15	9	41%	1	7%	46	30%	
7	15	3	8	54%	(4)	-152%		92	90	88	(2)	-2%	(4)	-5%	180	51%	
1	1	0	1	49%	(0)	-173%		11	8	4	(3)	-40%	(7)	-183%	15	70%	
-	2	3	2	100%	3	100%		3	13	16	10	75%	13	80%	25	12%	
0	0	0	0	24%	0	17%		3	2	2	(1)	-29%	(0)	-5%	4	65%	
19	13	4	(6)	-48%	(15)	-430%		110	77	20	(33)	-43%	(90)	-445%	153	72%	
2	6	3	4	62%	1	31%		17	35	27	17	50%	10	36%	69	25%	
0	0	-	(0)	-133%	(0)			0	0	-	0	0%	(0)	0%	0	0%	
2	3	7	1	33%	5	73%		15	16	18	2	9%	3	18%	32	45%	
9	12	14	3	25%	5	37%		73	73	82	(0)	0%	9	10%	146	50%	
18	2	-	(16)	-776%	(18)			18	13	19	(6)	-46%	1	6%	25	73%	
9	6	7	(3)	-57%	(2)	-34%		51	34	28	(17)	-51%	(22)	-78%	67	75%	
1	1	1	0	6%	0	8%		5	9	9	3	39%	3	39%	17	30%	
0	8	14	8	100%	14	100%		29	47	81	18	38%	51	64%	95	31%	
-	-	-	-		-			-	-	-	-	0%	-	0%	-	0%	
73	131	130	57	44%	57	44%		440	785	831	345	44%	391	47%	1,569	28%	
86	96	98	10	10%	11	12%		487	578	810	91	16%	323	40%	1,156	42%	
-	1	-	1	100%	-			-	9	-	9	100%	-	0%	17	0%	
0	2	2	2	96%	2	95%		7	14	12	8	52%	5	44%	29	24%	
160	231	230	71	31%	70	30%		934	1,386	1,654	452	33%	720	44%	2,771	34%	
422	548	597	126	23%	175	29%		2,989	3,286	3,645	297	9%	656	18%	6,572	45%	

HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF ACTIVITIES - ACCRUAL BASIS
For the Period July 1, 2018 through December 31, 2018

Current Month (Preliminary)															YTD															FY19																																											
FY19					FY18					Variance					FY19					FY18					Variance					FY19		% Year																																									
Dec 2018					Budget					Dec 2017					Budget - Actual					%					FY19 - FY18					%					July 1- Dec 31, 2018					Budget					July 1- Dec 31, 2017					Vs. Budget					%					Vs. FY18					%					Budget V2		Completed	
Non-Capital Expenditures																																																																									
551010	Furniture and Fixtures				-	8				-	8				100%	-					21	50				26	29				59%	5	20%				100	21%																																			
551015	Computer Hardware/SW				-	14				28	14				100%	28	100%				23	87				73	64				74%	50	69%				173	13%																																			
551025	Scientific/Foren Eqmt				-	3				-	3				100%	-					1	18				4	17				95%	3	78%				36	3%																																			
Total Non-Capital Expenditures					-	26				28	26				100%	28	100%				44	154				102	110				71%	58	57%				309	14%																																			
Capital Expenditures																																																																									
170140	Improvements				-	-				-	-					-					-	-				-	-				0%	-	0%				-	0%																																			
170210	Furniture & Fixtures				-	-				-	-					-					-	-				-	-				0%	-	0%				-	0%																																			
170230	Computer Hardware/SW				-	-				-	-					-					28	-				180	(28)				0%	152	84%				-	0%																																			
170240	Scientific/Foren Eqmt				-	38				-	38				100%	-					8	225				46	217				96%	38	82%				450	2%																																			
170980	Const in Progress				8	-				-	(8)					(8)					(36)	-				(147)	36				0%	(111)	75%				-																																				
Total Capital Expenditures					8	38				-	30				80%	(8)					0	225				79	225				100%	79	99%				450	0%																																			
Total Expense and Capital Before Depreciation					1,865	2,209				1,963	344				16%	98	5%				11,592	13,256				11,354	1,665				13%	(238)	-2%				26,513	44%																																			
561230	Depreciation				42	40				40	(2)				-6%	(2)	-6%				252	239				240	(13)				-6%	(12)	-5%				477	53%																																			
570505	FA Gain/Loss				-	-									0%						-	-					-				0%	-	0%				-	0%																																			
610000	City of Houston Direct Overhead				122	122				122	-				0%	-	0%				730	730				730	-				0%	-	0%				1,460	50%																																			
Grant and Training Expense					-	-				-	-					-					-	-				-	-				0%	-	0%				-																																				
Total Expense and Capital After Depreciation					2,029	2,371				2,124	342				14%	95	4%				12,574	14,225				12,324	1,651				12%	(250)	-2%				28,450	44%																																			
Net Ordinary Income less capital spending					(1,900)	(159)				(1,999)	(2,424)				1520%	99	-5%				11,194	(957)				9,352	12,151				-1270%	1,842	20%				(1,914)	-585%																																			

HOUSTON FORENSIC SCIENCE CENTER, INC.
COMPARATIVE STATEMENT OF NET POSITION
By Quarter

(in '000's)

	Preliminary As of 12/31/18	As of 09/30/18	As of 06/30/18	As of 03/31/18
ASSETS				
Cash and Cash Equivalents				
Bank of Texas-Operating	\$ 12,837	\$ 17,256	\$ 1,659	\$ 6,179
Total Current Assets	<u>12,837</u>	<u>17,256</u>	<u>1,659</u>	<u>6,179</u>
Accounts Receivable				
Accounts Receivable	9	19	116	32
Total Accounts Receivable	<u>9</u>	<u>19</u>	<u>116</u>	<u>32</u>
Capital Assets Net of Depreciation				
Capital Assets	6,218	6,194	6,217	5,723
Accumulated Depreciation	(1,887)	(1,761)	(1,635)	(1,478)
Total Net Capital Assets	<u>4,331</u>	<u>4,433</u>	<u>4,582</u>	<u>4,244</u>
Other Assets				
Prepaid - HR	1	(4)	2	(8)
Prepaid - Insurance	88	128	126	43
Prepaid - Service Agreements	223	307	331	87
Prepaid - Other	86	86	-	85
Total Other Assets	<u>399</u>	<u>517</u>	<u>459</u>	<u>207</u>
TOTAL ASSETS	<u>\$ 17,576</u>	<u>\$ 22,226</u>	<u>\$ 6,816</u>	<u>\$ 10,662</u>
LIABILITIES				
Accounts Payables	\$ 218	\$ 97	\$ 527	\$ 207
Payroll Tax Liability	561	490	1,092	540
Other Liabilities, Including Fund 2213 Billing	296	313	133	229
Deferred - Others	248	6	6	6
Total Liabilities	<u>1,323</u>	<u>907</u>	<u>1,759</u>	<u>982</u>
NET POSITION/FUND BALANCE				
Unrestricted/Unassigned	11,922	16,886	475	5,941
Temporarily Restricted - SAFE Funds				
Net Investment in Capital Assets	4,331	4,433	4,582	3,740
Total Net Position	<u>16,253</u>	<u>21,319</u>	<u>5,057</u>	<u>9,680</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 17,576</u>	<u>\$ 22,226</u>	<u>\$ 6,816</u>	<u>\$ 10,662</u>

Houston Forensic Science Center, Inc.
Finance Division
List of Grant Contracts
As of December 31, 2018

Awarded

Awarding Agency: USDOJ-OJP-NIJ			
Name of Project: NIJ FY 16 DNA Capacity Enhancement and Backlog Reduction Program			
Start and End Dates: 01/01/2017 - 12/31/2018			
Contact: Alissa Genovese			
Award Number: 2016-DN-BX-0142			
	Awarded	Invoiced	Current Receivable
Amount of Award:	\$ 741,000		
Grant Inception to date:	(435,495)	435,495	0
Grant Balance:	305,505		
Status: Awarded			

Awarding Agency: USDOJ-OJP-NIJ			
Name of Project: NIJ FY 17 DNA Capacity Enhancement and Backlog Reduction Program			
Start and End Dates: 01/01/2018 - 12/31/2019			
Contact: Monte Evans			
Award Number: 2017-DN-BX-0027			
	Awarded	Invoiced	Current Receivable
Amount of Award:	\$ 867,755		
Grant Inception to date:	(353,423)	353,423	-
Grant Balance:	514,332		
Status: Awarded			

Awarding Agency: USDOJ-OJP-NIJ			
Name of Project: Cap Enhancement for Drug and DNA Testing in Sexual Assault Cases			
Start and End Dates: 01/01/2018 - 12/31/2020			
Contact: Monte Evans			
Award Number: 2017-DN-BX-0176			
	Awarded	Invoiced	Current Receivable
Amount of Award:	\$ 114,000	-	
HFSC Match	38,000	-	
Grant Inception to date:	(999)	-	
Grant Balance:	151,001		
Status: Awarded			

Awarding Agency: University of Virginia			
Name of Project: Quality Blind Testing Research			
Start and End Dates: 11/26/2018 - 05/31/2019			
Contact: Lynn Boyter			
Award Number: 2018 CSAFE			
	Awarded	Invoiced	Current Receivable
Amount of Award:	\$ 59,000	-	
Grant Inception to date:	(5,430)	995	(4,435)
Grant Balance:	53,570		
Status: Sub Award			

Solicitation

Awarding Agency: USDOJ-OJP-NIJ

Discipline: Seized Drugs

Primary Recipient: RTI

Name of Project: Applied Research and Development in Forensic Science for Criminal Justice Purposes

HFSC will work with RTI to provide technology evaluation for seized materials at our laboratory. This will help ensure RTI is

Purpose: able to fully evaluate the use of near infrared (NIR) spectroscopy for the detection of drugs from seized material during the course of the project.

Collaboration: HFSC

Start and End Dates: Start 01/01/2019

Contact: Katherine Moore /Megan Grabenauer

Solicitation Number: NIJ-2018-13600

Amount Requested:

Status:

Letter of Support

Awarding Agency: NIJ

Discipline: Seized Drugs

Primary Recipient: HFSC

Name of Project: Research and Evaluation for the Testing and Interpretation of Physical Evidence in Publicly Funded Forensic Laboratories - Establishing Sufficiency Thresholds for Assessing the Quality of Mass Spectral Data

Purpose: This study proposes to initiate and test the development of a sufficiency standard that can be used as a model for the nationalized mass spectral standard. In addition, both results and methodology from this project should have direct extension to other forensic disciplines using mass spectral data, such as Toxicology and Trace Analysis.

Collaboration: Ohio University

Start and End Dates: 01/01/2019 - 12/31/2022

Contact: Peter Harrington

Solicitation Number: NIJ-2018-13900

Amount Requested: \$ 773,000

HFSC Requested \$ 355,322

Status:

Submitted

Awarding Agency: NIJ

Discipline: Seized Drugs

Primary Recipient: Texas Southern University

Name of Project: W.E.B. Du Bois Scholars in Race and Crime Research

Assessing the Impact of the No Lab, No Plea Policy

Purpose: This research serves to evaluate the No Lab, No Plea policy instituted in Harris County, Texas and to gauge how it impacts racial disproportionalities in the handling of drug offense cases. We also aim to determine whether reduced forensic turnaround times and the analysis of forensic evidence are related to sentencing outcomes.

Collaboration: Texas Southern University/HFSC

Start and End Dates: 01/01/2019 - 12/31/2022

Contact: Howard Henderson

Solicitation Number: NIJ-2018-14220

Total Amount Requested: \$ 455,249.00

HFSC Requested Funds: \$ 112,357.00

Status:

Submitted

Awarding Agency: NIJ

Discipline: Latent Prints

Primary Recipient: RTI

Name of Project: Applied Research and Development in Forensic Science for Criminal Justice Purposes

Purpose: HFSC fully intends to collaborate and provide the resources to assist RTI in creating and validating the fingerprint database. We are able to assist in this research effort by providing the time and expertise of 10 of our latent print examiners for the Selection and AFIS Team. We will also assist in recruiting 20 latent prints donors as part of the Detection Team.

Collaboration: HFSC

Start and End Dates: Start 01/01/2019

Contact: Heidi Eldridge

Solicitation Number: NIJ-2018-13600

Total Amount Requested:

Status: Letter of Support

Awarding Agency: NIJ

Discipline: Seized Drugs

Primary Recipient: TSU/US/SHSU

Name of Project: "Applied Research and Development in Forensic Science for Criminal Justice Purposes"

Purpose: The Houston Forensic Science Center (HFSC) is pleased to offer our support to Texas Southern University with University of Houston and Sam Houston State University (the Partnership) for their proposal to develop a mobile sensor for multiplex detection of "fentalogs" in street drugs.

Collaboration: HFSC

Start and End Dates: Start 01/01/2019

Contact: Ashraf Mozayani

Solicitation Number: NIJ-2018-13600

Total Amount Requested:

Status: Letter of Support

Operations Report

January 11, 2019





Section	Turnaround time (days)	Relative to Prior Month	Requests >30 days	Relative to Prior Month
Forensic Biology	390	↑	393	↓
CODIS	22	↑	31	↑
Digital/Multimedia	54	↑	36	↑
Firearms (Analysis)	26	↓	3	↓
Firearms (NIBIN)	37	↓	527	↓
Latent prints	41	↑	1587	↑
Seized Drugs	11	↑	4	↑
Toxicology (Alcohol Analysis)	26	↔	0	↓
Toxicology (Drug Analysis)*	65	↓	288	↑
Crime Scene Unit	39	↓	76	↓

*Due to equipment issues that will not be resolved until move target internal drug analysis TAT is 90 days

January 2019 Highlights

- 2019 Company Goals



How we established the 2019 HFSC Goals:

Senior Leadership:

- Reviewed current 5-year plan, progress and relevance
- Narrowed strategies, goals, opportunities to focus on four
- Presented this to about 40 staff from across sections and roles

Teams comprised of staff from all levels:

- Formed four teams that reviewed and made recommendations for one of the strategic goals
- Teams reported out on strategy, providing overall goals and proposed measurement tools

Presented company wide and used to finalize company, section and individual goals for 2019



HFSC's strategic objectives

- Quality
- Staff skills, great place to work
- Performance and value
- Transparency and stakeholder focus



HFSC 2019 company goals

- Lab average turnaround time (TAT) of 45 days for the year, 90% of support requests completed within designated TAT and no more than 7% of received requests make up backlog for the year
- $\leq 12\%$ voluntary turnover rate company-wide
- 75% completion of quarterly one-on-ones, semi-annual review
- All training plans (including management training, new hire onboarding) have defined timelines and ensure current trainees are on schedule the first year
- Complete move of all HFSC staff members to new 500 Jefferson location, delivering the required lab/office functionality to ensure safe, secure, efficient, effective operations. Each scheduled move shall be completed as scheduled with the entire move completed within budget.



Company-wide accountability

- Company goals are on every staff member's performance evaluation
 - Weighted goals:
 - 80% for CEO and COO
 - 50% for directors
 - 30% for managers and supervisors
 - 10% for non-supervisory staff
- Section goals are on an entire section's performance evaluation
 - Weighted goals:
 - N/A for CEO and COO
 - 30% for directors
 - 50% for managers and supervisors
 - 20% for non-supervisory staff



Measuring quality

- Established quality expectations using audit findings
- Quality Score (QS): a global score that accounts for each group's uniqueness
 - $QS = \text{Perfects} - \text{Defects}$
- Trend analysis: problem prediction rather than reactive response
- Preventative actions: Training on preventative action reports (PARs,) company-wide increase in # of PARs



Measuring transparency, stakeholder focus

- **Year 1**

- Establish and execute company-wide internal, external communication plans
- Communication training program for all staff
- Sections/divisions establish internal communication plan aligning with corporate strategy

- **Year 2**

- Communication strategies reevaluated, updated
- Ongoing training

- **Year 3**

- Communication strategies reevaluated, updated
- Ongoing training



HOUSTON FORENSIC SCIENCE CENTER, INC.

Regular Meeting of the Board of Directors

January 11, 2019 at 9:00 a.m.

Agenda Action Item No.:	11.a. Consideration of approval of a proposed contract between the Corporation and Bode Cellmark Forensics for biology/DNA outsourcing services.
Subject:	Agreement with Bode Cellmark Forensics (“Bode”) to continue using their lab services to address HFSC DNA backlog. The services provided in the agreement are DNA analysis for forensic biology cases.
Background:	HFSC currently outsources incoming DNA casework to reduce backlog in the Forensic Biology Section and facilitate staff training. This outsourcing project initially started in August 2018 when HFSC entered into the existing outsourcing contract with Bode. Under the existing contract, HFSC uses funds from its budget to pay Bode for services rendered, however HFSC’s available funding for this project is limited. To address these budgetary constraints, HFSC obtained federal dollars to fund this work. Without the use of federal funds, HFSC would not be able to complete this important project.
Executive Summary:	<p>HFSC must execute a new agreement with Bode to document the use of federal grant money to fund the continued outsourcing of DNA analysis. In 2018, HFSC issued a RFP for this project and Bode was selected as the best vendor, pursuant to the relevant guidelines. HFSC has also been awarded federal grant funds through the Fiscal Year 18 DNA Capacity Enhancement and Backlog Reduction (CEBR) program, which will be used to pay the maximum cost of services under the agreement (\$810,628.00.)</p> <p>The contract includes clauses which are required as a condition of accepting and spending federal grant money (specifically articles 7 and 10 of the attached contract.) The new agreement will expire on December 31, 2019 unless renewed by the parties. Pursuant to federal grant guidelines, HFSC cannot obligate the funds until the NIJ officially lifts a withholding condition on the award, which is the standard process at the start of each award.</p>
Fiscal Impact:	No anticipated additional fiscal impact.
Staff Recommendation:	Staff recommends approval of the contract by authorizing the President and CEO to sign this contract on behalf of HFSC.
By:	Dr. Amy Castillo, Vice President and COO Legal review and approved as to form by General Counsel

CONTRACT FOR DNA ANALYSIS (2018 DNA Outsource Project)-
FY18 Capacity Enhancement and Backlog Reduction Funded Portion

This CONTRACT FOR DNA ANALYSIS (2018 DNA Outsource Project) (Contract) is between Houston Forensic Science Center, Inc., a Texas local government corporation doing business as the Houston Forensic Science Center (HFSC), and Bode Cellmark Forensics (Contractor), a wholly owned subsidiary of Laboratory Corporation of America Holdings, registered in Delaware and doing business in Texas. Each of HFSC and Contractor is a Party to this Contract, and together they constitute the Parties. The Parties' respective addresses for notice, which either Party may change by giving written notice to the other Party, are as follows:

Houston Forensic Science Center, Inc.

Bode Cellmark Forensics

Attn: Peter Stout, Ph.D.

Attn: Michael Cariola

President and Chief Executive Officer

General Manager

1301 Fannin St., Suite 170

10430 Furnace Rd, Suite 107

Houston, TX 77002

Lorton, VA 22079

WITNESSETH:

WHEREAS, Contractor provides DNA analysis in forensic biology cases, reports, testimony, and related forensic science services;

WHEREAS, HFSC issued a Request for Proposals (RFP) on June 11, 2018, seeking a contractor to provide such products and services;

WHEREAS, Contractor submitted a Proposal in response to the RFP;

WHEREAS, HFSC desires to retain Contractor to provide such products and services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby covenant and agree as follows:

ARTICLE 1: GENERAL

1.1 Contract Term. This Contract is effective on the last date of a signature entered below (Effective Date) and expires on December 31, 2019 (the Initial Term), unless terminated earlier in accordance with Article 7 below.

1.2 Renewal. If the CEO, at his or her sole discretion, makes a written request for renewal to Contractor at least thirty (30) calendar days before expiration of the Initial Term, then, upon expiration of the Initial Term, this Contract is renewed for one successive six-month term upon the same terms and conditions.

1.3 Incorporation of Exhibit. Exhibit "A", Scope of Work is attached to this Contract for all purposes. In the event of an inconsistency between the body of this Contract and Exhibit "A," the body of this Contract will control.

1.4 Definitions. In addition to definitions appearing elsewhere in this Contract, for the purposes of this Contract the terms listed below have the meanings stated.

"Confidential Information" means all information and know-how of a scientific, forensic, technical, legal, operational, or economic nature, specifically including the results of analyses, and information (a) that is known by or in the possession of HFSC and (b) that state or federal law requires HFSC to hold in confidence, specifically including information related to an ongoing criminal investigation. Notwithstanding the preceding sentence, "Confidential Information" does not include (a) information generally available to the public through no fault of Contractor; (b) information of which Contractor had knowledge prior to the Effective Date; or (c) information ordered to be disclosed by a court of lawful jurisdiction or by other requirement of law. "Confidential Information" may include "Core Forensic Information" (defined below).

"Contracting Officer" means the HFSC representative who signs this Contract.

"Contractor" means the entity defined in the preamble of this Contract, together with its officers, employees, agents, contractors, successors, and assigns.

"Core Forensic Information" means analyses, data, or other information in any form falling within one or more of the following categories: (a) information responsive to a subpoena, court order, or discovery request complying with state or federal law, (b) information that HFSC reasonably anticipates may be responsive in the future to a subpoena, court order, or discovery request complying with state or federal law, or (c) information that state or federal law requires HFSC to maintain.

"CEO" means the President and Chief Executive Officer of HFSC or such other person(s) as may be designated from time to time by him or her to perform tasks related to this Contract on behalf of HFSC.

"Force Majeure" means a fire, interruption of utility service, epidemic, flood, hurricane, tornado, ice storm, or other natural disaster, explosion, act of war or terrorism, civil disobedience, labor strike, court order, or act of a governmental or military authority. "Force Majeure" does not include (a) an event the affected Party could have prevented by the exercise of reasonable diligence; (b) a change in general economic conditions such as inflation, interest rates, or other economic factor of general application; or (c) an event that merely makes performance of this Contract more difficult, expensive, or impractical.

"Grant" means the grant awarded to HFSC which provides funding for all or a part of the Goods or Services to be procured through this Contract, specifically FY18 DNA Capacity Enhancement and Backlog Reduction Grant (2018-DN-BX-0096).

"HFSC" means the entity defined in the preamble of this Contract, together with HFSC's successors and assigns and all natural persons (a) employed or managed by HFSC; (b) serving as an officer, director, or legal representative of HFSC; or (c) providing professional services to HFSC pursuant to a written agreement with HFSC.

"Include" and "Including", and words or phrases with essentially the same meaning will be deemed to be followed by the words "without limitation."

"Intellectual Property Right" means any patent, copyright, trademark, service mark, software license, or any other form of intellectual property right.

"Services" means the products to be supplied and the services to be performed by Contractor pursuant to this Contract, which products and services are described in Article 2 below and Exhibit "A."

ARTICLE 2: SERVICES BY CONTRACTOR

2.1 In exchange for HFSC's promise to compensate Contractor as stated in Article 3 below, Contractor will provide the Services described in this Article 2 and in Exhibit "A" in a prompt, efficient and professional manner.

2.2 To the extent not inconsistent with another provision of this Contract, Contractor will provide the Services to HFSC in keeping with the protocol described in the Exhibit "A".

2.3 Performance Standards, Compliance, and Accreditation.

(a) Contractor will comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, and other legal and professional requirements pertaining to the Services, including the U.S. Federal Bureau of Investigation Criminal Justice Information System Policy. Contractor will perform the Services in compliance with all applicable local, state, and federal licensing, certification, and accreditation standards and requirements, and in a manner consistent with, or superior to, the professional standards prevailing in Houston, Texas, for similar services and provided to accredited forensic laboratories in the United States.

(b) Contractor will be responsible for the professional quality, technical accuracy, completion, and delivery of all deliverables and other services furnished by Contractor. Contractor will, without additional compensation, correct or revise errors, omissions, or other deficiencies in its deliverable and other services. The approval of deliverables furnished will not in any way relieve Contractor of its responsibility for the technical accuracy of its work. The review, approval, and acceptance of payment for any of the services will not be construed as a waiver of any rights or of any cause for action arising out of the performance of Contractor. Contractor's obligations under this clause are in addition to Contractor's other expressed or implied assurance or State of Federal law and in no way will diminish any other rights that HFSC may have against Contractor for its faulty materials, equipment, or work.

(c) If this contract is for forensic analysis/testing services, the Contractor must maintain Texas Forensic Science Commission accreditation as well as current International Organization for Standardization (ISO) accreditation.

(d) If this contract is for DNA forensic analysis/testing services, the Contractor will provide written certification of current and continuing compliance with the FBI's "Quality Assurance Audit document for Forensic DNA Testing Laboratories", dated September 1, 2011, and any updated version thereof. On an as needed basis Contractor must comply with HFSC audits in accordance with that FBI document.

2.4 Contractor will obtain, maintain, and pay for all licenses, permits, and certificates, including all professional licenses required by any statute, ordinance, rule, or regulation, required for Contractor's performance of the Services. Contractor will notify HFSC's CEO immediately of any suspension or revocation of any such license, permit, or certificate.

2.5 Contractor will coordinate the performance of its obligations under this Contract with the CEO and other persons that the CEO designates. Contractor will promptly inform the CEO of all significant events related to the performance of this Contract. Contractor will not communicate with any governmental agency regarding the Services or this Contract without the prior written consent of the CEO.

2.6 HFSC may request, but is not obligated to request, that Contractor perform all or part of the Services described in Exhibit "A." HFSC is not obligated to make any payment to Contractor except for Services requested by HFSC and actually rendered by Contractor.

2.7 Reports: Contractor will submit all reports and progress updates required by the CEO and/or Scope of Work.

2.8 Contractor will not subcontract any part of this Contract without the prior written consent of the CEO.

ARTICLE 3: PAYMENT BY HFSC

3.1 HFSC will compensate Contractor for Services rendered and expenses incurred in accordance with this Contract.

3.2 Contractor will invoice HFSC monthly for Services performed. If approved by HFSC, payment will be made within thirty calendar days of submission of the invoice by Contractor to HFSC via electronic mail, common carrier, or in person. If any portion of an invoice is not approved by HFSC, the procedure set forth in Section 3.9 below will be followed.

3.3 Contractor's monthly invoice will reflect fees in accordance with the Exhibit "B", Fee Schedule, which is attached to this Contract for all purposes. The invoice will be inclusive of Services performed remotely at Contractor's office, onsite at HFSC facilities, and travel time between locations. [IF A FEE SCHEDULE IS ATTACHED, IT WILL ASSUME THE FOLLOWING: "Cancellation fees for DNA testing and/or expert witness testimony will not apply. Expert witnesses will be paid in accordance with fee schedule."]

Notwithstanding anything to the contrary in this Contract, HFSC's obligation to pay Contractor for the Services and for any other work performed or expenses incurred in connection with this Contract will not exceed a total of \$ 810,628.00 (Eight hundred ten thousand six hundred and twenty-eight dollars). HFSC reserves the right to pause and/or stop sending cases to the Contractor if funding or workflow becomes a limiting factor. HFSC will provide thirty (30) days' notice if the need for a pause or stop in services is necessary.

3.4 Each invoice will describe in reasonable detail the Services covered by the invoice, and if applicable, the completion of any phase(s).

3.5 Expenses. Contractor will bear all of its expenses in connection with providing the Services and performing its obligations under this Contract.

3.6 Any variance from this Article 3 must be approved by the CEO, in the CEO's sole discretion, prior to Contractor's incurring the expense.

3.7 Each HFSC payment to Contractor will be made by check mailed to Contractor at its address for notices as stated in the preamble of this Contract.

3.8 HFSC is exempt from payment of Federal Excise and Transportation Taxes and from Texas Limited Sales and Use Taxes. Contractor's invoices to HFSC must not contain assessments of any of these taxes. Upon request, HFSC will furnish to Contractor copies of HFSC's exemption certificate and federal tax identification number.

3.9 If HFSC disputes any item in Contractor's invoice for any reason, including lack of supporting documentation, HFSC will hold the disputed item and pay the remainder of the invoice. HFSC will promptly notify Contractor of the dispute and request further information regarding the disputed charge. The Parties will negotiate the disputed billing in good faith until a mutually agreed upon resolution is reached or one Party issues a written notice of termination of this Contract. In the event the dispute is settled, Contractor will include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.10 Equipment. Except as otherwise provided in this Contract, if the Services include Contractor's sale of equipment to HFSC, Contractor shall install the equipment at HFSC's location. Notwithstanding any other provision of this Contract, HFSC reserves the right to withhold ten percent of the price of the equipment, and withhold the said percentage for ninety calendar days after installation of the equipment, to ensure that the equipment performs in accordance with the specifications and that Contractor complies with the warranties under this Contract. At the end of the said ninety day period, HFSC shall accept the equipment and pay the withheld percentage to Contractor or notify Contractor that HFSC rejects the equipment. HFSC reserves all rights under this Contract, in addition to all rights provided by law, if HFSC rejects the equipment.

ARTICLE 4: INSURANCE REQUIREMENTS

Throughout the term of this Contract, Contractor will provide and maintain insurance policies and endorsements as described in this Article 4, specifically including coverage for work performed by Contractor in Houston, Texas.

4.1 Contractor will maintain commercial general liability insurance affording protection of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

4.2 Contractor will maintain professional liability insurance coverage affording protection in amounts not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The policy or policies will include an endorsement to cover the liability assumed by Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of Contractor or anyone employed by Contractor.

4.3 For each policy required by this Article 4:

- (a) A claims-made policy is acceptable, provided that Contractor also will provide proof of renewal each year for two years after substantial completion of the Services, or, in the alternative, evidence of extended reporting period coverage for a period of two years after substantial completion of the Services.
- (b) Aggregate limits are per 12-month policy period unless otherwise indicated.
- (c) Defense costs are excluded from the face amount of each policy.
- (d) The insurance carrier must state, either on the face of the policy or by endorsement, that the carrier waives any rights of subrogation against HFSC and the City of Houston, Texas ("City").
- (e) Each policy, except those for Worker's Compensation, Employer's Liability and Professional Liability, must name HFSC and the City as Additional Insured parties on the original policy and all renewals or replacements.

4.4 Contractor will give HFSC written notice no fewer than thirty calendar days before any of Contractor's required insurance policies is cancelled, materially changed, or non-renewed. Within the 30-day period, and before any of its policies is cancelled, materially changed, or non-renewed, Contractor will provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed, to maintain in effect the required coverage. If Contractor does not comply with this requirement, the CEO, at his or her sole discretion, may (a) immediately suspend Contractor from any further performance under this Contract and begin procedures to terminate this Contract or (b) purchase the required insurance with HFSC funds and deduct the cost of the premiums from amounts due to Contractor under this Contract.

4.5 Contractor waives any claim or right of subrogation against HFSC and the City, and their officers, agents, or employees.

4.6 The issuer of any policy required by this Article 4 will (a) have a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or (b) be an eligible non-admitted insurer in the State of Texas and have a rating of at least B+ and a financial size of Class VI or better according to the current edition of Best's Key Rating Guide.

4.7 Throughout the term of this Contract, Contractor will furnish to the CEO certificates of insurance (in forms generally accepted by the insurance industry) evidencing that Contractor has complied with this Article 4. Each such certificate must be less than twelve months old, and Contractor will provide updated certificates of insurance to the CEO upon request.

4.8 Contractor acknowledges that its failure to comply with any provision of Article 4 will constitute a material breach of this Contract.

ARTICLE 5: RELEASE; INDEMNIFICATION

5.1 CONTRACTOR WILL RELEASE HFSC FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY HFSC'S SOLE GROSS NEGLIGENCE.

5.2 DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER TERMINATION OR EXPIRATION OF THIS CONTRACT, CONTRACTOR WILL INDEMNIFY AND HOLD HFSC AND THE CITY HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES, COURT COSTS, AND INTEREST) ARISING OUT OF AN ALLEGED OR ACTUAL INJURY, DEATH, DAMAGE, OR LOSS TO A PERSON OR PROPERTY SUSTAINED IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THIS CONTRACT, INCLUDING THOSE CAUSED BY ALLEGED OR ACTUAL NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS BY CONTRACTOR OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS, WHETHER OR NOT CONTRACTOR IS FOUND LIABLE.

5.3 Indemnification – Infringement of Intellectual Property Right.

CONTRACTOR WILL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS HFSC AND THE CITY FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST HFSC BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT HFSC'S USE OF ANY WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS CONTRACT INFRINGES ON AN INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR WILL PAY ALL COSTS (INCLUDING ATTORNEYS' FEES, COURT COSTS, ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR WILL NOT SETTLE ANY CLAIM ON TERMS THAT PREVENT HFSC FROM USING THE WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS WITHOUT HFSC'S PRIOR WRITTEN CONSENT.

WITHIN SIXTY (60) CALENDAR DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR WILL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR HFSC THE RIGHT TO CONTINUE USING THE WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS, OR (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT ITEMS. IF NEITHER OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, HFSC MAY RETURN THE WORK PRODUCT, EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR WILL REFUND THE PURCHASE PRICE.

5.4 If an officer of either Party learns of any claim or circumstance that could give rise to an indemnified loss, the receiving Party will give written notice to the other Party no later than ten calendar days after the officer learns of the claim or alleged circumstance. The notice must include (a) a description of the potential or actual claim or alleged circumstance in reasonable detail; (b) the basis on which indemnification may be due; and (c) the anticipated amount of the indemnified loss. Such notice will not preclude a later assertion of a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. A failure to provide the notice as described in this Section 5.4 will not waive any right to indemnification except to the extent that a Party is prejudiced, suffers loss, or incurs expense because of the said failure.

5.5 Contractor will require any and all of its contractors and sub-contractors who provide services related to this Contract to release and indemnify HFSC and the City to the same extent and in substantially the same form as Contractor's release of and indemnification of HFSC and the City as stated in this Article 5.

5.6 Defense of Claims.

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFSC. Contractor will then control the defense and any negotiations to settle the claim. Within ten calendar days after receiving written notice of the indemnification request, Contractor must advise HFSC as to whether or not Contractor will defend the claim. If Contractor does not assume the defense, HFSC will assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, HFSC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFSC, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require HFSC to comply with restrictions or limitations that adversely affect HFSC, (ii) would require HFSC to pay amounts that Contractor does not fund in full, or (iii) would not result in HFSC's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

ARTICLE 6: FORCE MAJEURE

6.1 Although timely performance by both Parties is essential to this Contract, subject to the terms of this Article 6 neither Party will be liable for reasonable delays in performing its obligations under this Contract to the extent the delay is caused by Force Majeure that directly impacts HFSC or Contractor. An event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Contract. Under no circumstance will Force Majeure entitle Contractor to extra payment.

6.2 The relief made available by this Article 6 is contingent upon the Party invoking this Article 6 ("Invoking Party") taking all of the following actions:

(a) Providing the other Party ("Responding Party") with prompt written notice of the circumstances of the Force Majeure, which notice must include: (i) the date on which the Force Majeure first affected the Invoking Party's performance; (ii) a reasonably detailed description of the manner in which the Force Majeure has affected the Invoking Party's performance as of the date of the notice; and (iii) a reasonably detailed description of the manner in which the Force Majeure is expected to affect the Invoking Party's future performance; and

(b) Exercising due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance of this Contract notwithstanding the Force Majeure.

6.3 If the Force Majeure continues more than thirty calendar days from the date the Invoking Party's performance is affected, the Responding Party may terminate this Contract by giving ten calendar days' written notice to the Invoking Party. Such termination will not constitute a default or a breach of this Contract by the Responding Party.

ARTICLE 7: TERMINATION

7.1 Termination by HFSC for Convenience. HFSC may terminate this Contract at any time by giving thirty calendar days' written notice to Contractor. HFSC's right to terminate this Contract for convenience is cumulative of all rights and remedies that exist now or in the future.

7.2 Termination by HFSC for Cause. HFSC may terminate this Contract in the event of a material default by Contractor. If such default occurs, HFSC will have the right to terminate all or part of its duties under this Contract as of the tenth calendar day following the receipt by Contractor of a written notice from HFSC describing such default and intended termination, provided that such termination will be ineffective if within the said ten-day period Contractor cures the default.

7.3 Termination by Contractor for Cause. Contractor may terminate this Contract only in the event of a material default by HFSC. If such default occurs, Contractor will have the right to terminate all or part of its duties under this Contract as of the tenth calendar day following the receipt by HFSC of a written notice from Contractor describing such default and intended termination, provided that such termination will be ineffective if within the said ten-day period HFSC cures the default.

7.4 Termination for Breach of Agreement. If either Party breaches this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party, then the non-breaching Party may immediately terminate this Agreement in its entirety upon giving written notice to the breaching Party. If either Party breaches this Agreement and the non-breaching Party exercises the termination of this Agreement, then this termination will not affect any options granted to either Party herein prior to termination of this Agreement. In addition, any termination of this Agreement prior to the term of this Agreement as a result of a breach by either Party shall not relieve the breaching Party of its obligations to grant the non-breaching Party any future options pursuant to Article 8 until the end of the original term of this Agreement.

7.5 Effect of Termination. As soon as possible, but not later than the effective date of a notice of termination (unless the notice directs otherwise), Contractor immediately will discontinue all Services in connection with this Contract and promptly cancel all existing orders and any subcontracts insofar as such orders or subcontracts are chargeable to this Contract. No later than ten calendar days after the effective date of the notice of termination, Contractor will deliver all HFSC Property to the CEO and submit an invoice showing in detail the Services performed under this Contract to the date of termination. HFSC then will pay the stated charges to Contractor for the Services actually performed under this Contract up to the date of termination in the same manner as prescribed by Article 3 of this Contract. Any installments or lump sum fees will be prorated in accordance with the progress of the Services on the effective date of termination.

ARTICLE 8: WORK PRODUCT

8.1 Files, data, documents, reports, assessments, evaluations, deliverables and any other work product (collectively, "Work Product") created or obtained by Contractor in connection with this Contract will become the property of HFSC immediately upon HFSC's payment of the invoice(s) associated with the Work Product, subject to any rights of the federal government in such Work Product in accordance with requirements and regulations of the agency awarding the Grant.

8.2 Contractor warrants to HFSC that no person or entity other than Contractor owns any Intellectual Property Right to any Work Product. Contractor also warrants to HFSC that Contractor's Services and Work Product provided pursuant to this Contract do not violate any Intellectual Property Right of any third party.

8.3 Contractor will deliver the originals of Work Product to the CEO on request. Within five business days after this Contract terminates or expires, Contractor will deliver to the CEO the originals of Work Product and all other files and materials Contractor produces or gathers during its performance under this Contract.

ARTICLE 9: CONFIDENTIALITY

9.1 Contractor will implement and enforce all measures reasonably necessary to ensure that Contractor does not disclose or use Confidential Information for any purpose other than meeting an obligation of this Contract. Contractor will not reveal or otherwise share any Confidential Information with any third person without the written approval of the CEO. In the event Contractor reveals or otherwise shares Confidential Information with one or more employees, contractors, or sub-contractors of Contractor, Contractor will require all such persons not to reveal or share the Confidential Information with any other person.

9.2 For purposes of this Contract, each Party agrees to return to the other Party or to destroy, on demand and without delay, any and all Confidential Information (including all copies thereof) of the other Party that has come into the first Party's possession, except that (a) HFSC may retain copies of Core Forensic Information and (b) Contractor may retain such media and materials containing Confidential Information for customary archival and audit purposes (including for purposes of regulatory compliance).

9.3 Contractor acknowledges that information provided by Contractor to HFSC in connection with this Contract may be subject to the provisions of the Texas Public Information Act and may be made public.

9.4 Contractor's Duties to Assert Exemption from Disclosure as Public Information:

(a) Regarding any document or other information submitted to HFSC that Contractor asserts is exempted by law from disclosure as a public information, Contractor will be set forth the document or other information on a separate page or pages and clearly marked "EXEMPT," "CONFIDENTIAL," or "TRADE SECRET" (as applicable), with the statutory basis for such claim of exemption(s) specifically identified in writing on each and every such page. Failure to segregate and so identify any such content will constitute a waiver of any claimed exemption as applied to the portion of the document or other information in which the content is set forth.

(b) Contractor will not mark an entire page or paragraph "EXEMPT," "CONFIDENTIAL" or "TRADE SECRET" unless the entire page or paragraph consists of such Confidential Information. Contractor will indicate where the claimed exempt Confidential Information begins and ends.

(c) Any claim of exemption from public disclosure is waived upon Contractor's submission to HFSC of a document or other information, unless addressed as set forth above.

(d) It will be Contractor's responsibility to defend its claim of confidentiality through the judicial process.

9.5 Contractor acknowledges that HFSC has informed Contractor that, pursuant to Texas law, an individual shall not be held criminally or civilly liable for disclosure of a trade secret or other confidential information if the disclosure (A) is made to a government official or to an attorney and is made solely for the purpose of reporting or investigating a suspected violation of law, or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9.6 All provisions of this Article 9 will survive any termination or expiration of this Contract.

ARTICLE 10: MISCELLANEOUS

10.1 Registration to Transact Business in Texas. Contractor has obtained (or will obtain no later than twenty calendar days after the Effective Date) authorization to transact business in Texas, as required by Section 9.001, Texas Business Organizations Code, and will maintain the said authorization until the expiration or termination of this Contract.

10.2 No Third-Party Beneficiaries. The terms, provisions, and covenants contained in this Contract will inure to the benefit of and be binding upon the Parties and their respective successors and legal representatives. Unless expressly provided herein, this Contract is not made for the benefit of, nor may it be relied upon by, any third party.

10.3 Publicity. The parties will not make any announcement or release of information concerning matters pertinent to this Contract or use either parties name or logo in marketing materials or in any other way, unless the announcement or release has been approved in writing by the other Party.

10.4 Notices. Whenever any notice, consent, or approval (collectively, a "Notice") is required or permitted under this Contract, the Notice will be in writing and will be deemed to be delivered five (5) calendar days after being deposited in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, or, if delivery is in person, by facsimile, by electronic mail, or by courier, upon actual receipt (or upon attempted delivery if receipt is refused) by the Party to whom the Notice is being given.

10.5 Applicable Law; Construction. This Contract is performable in Harris County, Texas. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Contract. Any action brought to enforce or interpret this Contract must be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas. If any provision of this Contract requires judicial interpretation, the Parties hereby agree that the court interpreting the provision should not presume that a provision hereof is to be more strictly construed against the Party that prepared the provision. The Parties agree that both Parties have participated in the preparation of this Contract and that each Party has had a full opportunity to consult its legal counsel before the execution of this Contract. Captions contained in this Contract are for reference only and therefore have no effect in construing this Contract. The captions are not restrictive of the subject matter of any section in this Contract. If there is any conflict between any provision of the body of this Contract and any exhibit hereto, the provision of the body of this Contract will control.

10.6 Remedies Cumulative. Unless otherwise specified elsewhere in this Contract, the rights and remedies contained in this Contract are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.

10.7 Non-Waiver. A failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies hereunder will not be considered a waiver of the Party's right to insist on and to enforce strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

10.8 Severability. Each provision of this Contract is, and will be construed as, a separate and independent agreement. If any provision of this Contract is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Contract will not be affected thereby.

10.9 Survival. Each Party will remain obligated to the other Party under all clauses of this Contract that expressly or by their nature extend beyond the expiration or the termination of this Contract.

10.10 Changes in Law. The Parties agree that, if a law or regulation pertinent to this Contract changes during the term of this Contract, the Parties will negotiate in good faith to amend this Contract as reasonably may be required to carry out the intentions and the terms of this Contract.

10.11 Further Assurances. Each party agrees to cause to be executed and delivered such other instruments as reasonably may be required to carry out the intentions and the terms of this Contract.

10.12 Authority. Each Party represents and warrants that all consents or approvals required for the respective Party's execution, delivery and performance of this Contract have been obtained and that the respective Party has the right and authority to enter into and perform its obligations under this Contract.

10.13 No Conflict of Interest. Contractor warrants that it is free to enter into this Contract and that this engagement does not violate the terms of any agreement between Contractor and any third party. During the term of this Contract, Contractor will devote as much of its productive time, energy, and abilities to the performance of its duties hereunder as is necessary to perform the Services in a timely and productive manner. Contractor is free to perform services for other parties while performing the Services for HFSC, except that Contractor will not provide services to another person or entity if doing so would conflict with the interests of HFSC. Contractor shall comply with Chapter 176 of the Texas Local Government Code. Contractor's failure to comply will make this Contract voidable at HFSC's option.

Contractor will not accept – directly or indirectly - compensation, gifts, gratuities, entertainment, or other favors (collectively, any "Benefit") from individuals or entities when the party offering such Benefit does so under circumstances that might create the perception that such action was intended to influence Contractor in connection with any recommendation to HFSC regarding a product, service or vendor, or any other aspect of Contractor's performance under this Contract.

Contractor shall provide written notification to HFSC within five working days of the discovery of any potential conflict of interest.

10.14 Disputes. If Contractor disputes anything regarding this Contract, Contractor shall submit the dispute in writing to the Contracting Officer, with a copy to HFSC's CEO (or, to the Chair of HFSC's Board of Directors if the CEO signed this Contract). HFSC will respond to Contractor in writing. The Parties will negotiate the dispute in good faith until a mutually agreed upon resolution is reached or one Party issues a written notice of termination of this Contract.

10.15 Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. If this Contract is for an amount in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7641q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.16 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Contract is in an amount of \$100,000 or more, Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining this Contract or any federal award. Contractor will disclose lobbying with non-federal funds to HFSC using the federal standard form SF-LLL (Disclosure of Lobbying Activities).

10.17 Debarment and Suspension (Exec. Order No. 12549 and 12689). Contractor certifies that neither it nor any of its principal employees is included in the System for Award Management (SAM) exclusion list in accordance with Exec. Order No. 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Exec. Order No. 12549.

10.18 Intellectual Property, Copyright, and Data Rights. Contractor shall promptly disclose to the Contracting Officer any discovery, invention, or Intellectual Property Right that arises during the course of this Contract. Contractor shall make such disclosure no later than two months after the inventor discloses the discovery or invention in writing to Contractor's personnel responsible for patent matters. The federal agency responsible for the grant award that funds this Contract shall determine how rights in the invention or discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401. This provision will survive the termination or expiration of this Contract. If this Contract is for the performance of experimental, developmental, or research work, the rights of the federal government, Contractor and HFSC in any resulting invention shall be in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the agency awarding the Grant.

HFSC acknowledges that the Department of Justice, Office of Justice Programs (OJP) has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under a grant award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

HFSC has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill HFSC's obligations to the Government under the grant award that funds this Contract. In executing this Contract, the Contractor accepts these terms affording the Government such rights.

10.19 Inspection and Audits. HFSC representatives may perform (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Contract. Contractor will keep its books and records available for this purpose for at least four years after HFSC makes final payment and all other pending matters are closed. This provision does not affect the applicable statute of limitations. The agency awarding the Grant, the Comptroller General of the United States, or any of their duly authorized representatives shall also have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

10.20 Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters. In executing this contract, the Contractor certifies that it neither requires nor has required any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

If HFSC learns or is notified that the Contractor or any subcontractor (if applicable to this Contract) is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of funds to the Contractor or subcontractor, will provide prompt written notification to the federal agency making the grant award which funds this Contract, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

The foregoing is not intended, and shall not be understood by the federal agency making this grant award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

10.21 Entire Agreement. This Contract contains the entire agreement between the Parties, and no agreement will be effective to change or modify this Contract in whole or in part unless such agreement is in writing and duly authorized and signed by the Party against whom enforcement of such change or modification is sought. This Contract supersedes all prior proposals and previous negotiations, if any.

Any additions or modifications to this Agreement must be made in writing and must be signed by all Parties. This Agreement may be executed by the Parties in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which shall constitute one and the same agreement. The Parties agree that this Agreement, if affixed with a digital signature or signed and submitted by facsimile, or by e-mail as a scanned document, will be deemed an original signed Agreement binding on the Parties. Paragraph headings are for convenience only and shall not be used in the interpretation of this Agreement or construed as a limitation of the scope of the particular section to which they refer.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives on the dates indicated below. This Contract may be executed in multiple copies, each of which will be deemed an original.

_____	Houston Forensic Science Center, Inc.
By: _____	By: _____
Printed name: _____	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit(s) attached: Exhibit "A", Scope of Work

Exhibit "B", Fee Schedule

EXHIBIT "A", SCOPE OF WORK

Services to be provided by Contractor:

1. Perform a broad spectrum of DNA analytical techniques, including but not limited to the extraction and analysis of forensic exhibits using PCR STR procedures, using the Federal Bureau of Investigation's 20 Core Loci (Globalfiler, as well as optional testing including but not limited to Y-STRs).
2. Perform analysis using Capillary Electrophoresis and Genemapper ID-X version 1.4 or higher.
3. SAK items shall be screened using quantitative PCR (qPCR) after extraction of up to one half of each set of swabs contained within the kit. Additional items contained within the kits, such as panties, may be screened using qPCR as well as conventional serology. Samples that may contain semen shall be extracted differentially. qPCR data shall be used, in conjunction with case information, to determine which sample(s) will proceed to STRs. Validated "stop at quant" thresholds may be used to discontinue testing of a subset of items or all items contained within an SAK. While every case circumstance cannot be anticipated and outlined here, the following guidelines shall be used when determining which samples to submit for STRs:
 - 3.1. Female victim/male assailant:
 - 3.1.1.If only one assailant is alleged, and no recent consensual sexual activity is reported, the most male DNA positive and/or probative item shall be submitted for STRs. "Recent" is defined as within 48 hours of the assault.
 - 3.1.2.If recent consensual sexual activity is reported and/or if multiple assailants are alleged, all items positive for male DNA shall be submitted for STRs.
 - 3.2. Male victim/male assailant(s):
 - 3.2.1.All male DNA positive samples shall be submitted for STRs.
 - 3.3. Female victim/female assailant:
 - 3.3.1.All human DNA positive samples shall be submitted for STRs.
4. The Contractor will not consume a sample at extraction unless the sample is described as a "portion" without prior written approval from HFSC. The Contractor will not consume extracted DNA for amplification without prior written approval from HFSC.
5. Process HFSC samples in such a way that HFSC may receive all associated reagent blank controls. Additionally, should a lab create multiple reagent blanks for an extraction, they may not combine those reagent blanks at any point during the analysis process. All remaining reagent blanks must be returned with the associated extracts.
6. Provide statistical analysis of results including;

- 6.1. Frequency calculation, including match probabilities and likelihood ratios or combined probabilities of exclusion, using the statistical frequency of the probative profile as designated per category in accordance with the FBI guidelines and population models accepted in Texas criminal and civil courts.
 - 6.2. Parentage and kinship analysis calculations using methods recommended by the AABB Relationship Testing Program and accepted in Texas criminal and civil courts.
7. Provide DNA analysts for testimony with illustrative material and demonstrated ability to explain DNA to a lay jury, as required.
8. Provide monthly progress reports of current status of all forensic testing to include all items of evidence in its possession. Reports shall include at a minimum the following data: number of untested cases, cases that are currently in progress with an expected delivery date, and the number of cases that have been completed.
9. Provide analysis and reporting of results, including:
 - 9.1. A copy of all case documentation (electronic copy preferred) and Genemapper electronic data for all samples and associated controls, sufficient for a full independent review by Houston Forensic Science Center analysts and/or designated independent analysts.
 - 9.2. Case documentation must include, at a minimum: extraction worksheets that clearly document extract volumes of all samples and controls; quantification values for all samples and controls; qPCR values for slope, y-intercept, and R²; amplification template volume or target amount for all samples and controls; CE injection times; ladders used for analysis; and analyzed data for all samples and controls.
 - 9.3. Documentation of 100% technical review by a qualified Technical Reviewer, as defined in the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories.
 - 9.4. A court ready written report to include interpretation with the statistical frequency (as applicable) of the probative profile(s) in accordance with the FBI guidelines. A hard copy is acceptable, but the signed report shall also be submitted in a .tif format.
 - 9.5. An electronic list of the Contractor case numbers and corresponding HFSC case identifier included with each batch of reports submitted to HFSC.
10. Provide batched data files grouped in the following fashion: (1) negative (no STRs attempted), (2) DNA with potential CODIS-eligible data, and (3) DNA without CODIS-eligible data (no interpretable STR results and/or nothing foreign to the victim). CD file folders shall be labeled with the HFSC case numbers.
11. Provide direct (toll free) access to customer service representatives and assigned DNA analyst (s) as needed.
12. Provide a laboratory contact directly associated with the HFSC project for questions regarding status of cases as well as technical issues/questions.

- 13.** Provide all transportation, supplies, equipment, personnel, supervision, and certifications necessary to provide forensic DNA analysis for HFSC. No shipping costs will be charged to HFSC.
- 14.** The Contractor shall destroy all amplified DNA in routine cases where extracted DNA and/or case sample remains. If no extracted DNA or case sample remains, the amplified DNA for the same shall be returned to HFSC if requested. A letter from the Contractor shall accompany the final shipment certifying that the Contractor has returned all remaining evidence and extracts and has destroyed all amplified DNA.
- 15.** Provide the ability to prioritize a case with results completed in 30 calendar days from request. Or if unable to meet the 30 day turnaround time, the case must be returned to HFSC in 2 business days upon request.
- 16.** Provide CMF files with potential CODIS eligible profiles identified.

EXHIBIT "B", Fee Schedule

Attachment 1, Price Proposal Form

Bode Cellmark Forensics, Inc.
Respondent's name

The Price Proposal must list all costs related to Respondent's performance of the Project.

Service	Proposed Price
STR Analysis of Non-Differential Sample	\$ 375.00
STR Analysis of Differential Sample	\$ 375.00
STR Analysis of Reference Sample	\$ 275.00
Non-SAK Case price *	\$ 495.00
SAK Case price *	\$ 795.00
Expert Testimony (Video)	\$ 125.00/hour
Expert Testimony (On-site)	\$ 1900/day plus expenses
Discovery Requests	\$ 0 for standard discovery packet*

*This is applicable if a flat rate per case is proposed. If there will be no flat rate per case proposed indicate with N/A in this field. If a flat rate per case is proposed please use the space below to indicate the terms and what is included in the flat rate.

Non-SAK case price - Includes up to 2 evidence items & associated references

SAK case price - Includes Y-screening of all body swabs and testing of additional items such as underwear, tampons or pantyliners if needed. No further testing of the kit by the HFSC will be required.

Rush pricing - add 50% to standard pricing

Standard discovery packet description - Includes complete case file, electropherograms, lab notes, chain of custody, and raw data files

Additional discovery requests - \$250/hour

B

Crime Scene and Multimedia

January 11, 2019



Digital Multimedia Division

Digital and audio/video

- Reorganization underway after section manager vacancy
- Analyst cross-training to be completed January 2019
- Recruiting efforts ongoing to fill position
- Preparing to move to 500 Jefferson



Crime Scene Unit

- Internal training completed by the entire unit:
 - ALS (Alternate Light Source)
 - EDL (Electrostatic Dust Lifter)
 - Comparative quality photography techniques
- Multidiscipline request (MDR) project
 - Successful transfer of firearms to HFSC's firearms and latent print sections, bypassing HPD Property Room.
- 2018 ended with 1,081 TOTAL crime scenes and vehicles processed (640 scenes, 441 vehicles)



Laboratory Information Management System (LIMS) Launch



LIMS and request portal launch

- January 18: New request portal, Where's My Result, launches. Old portal becomes inactive
- January 22: all disciplines, except forensic biology/DNA, begin operating in the new LIMS
- Currently staff are testing the new LIMS and request portal for proficiency prior to launch



Detail data



Score Card

TAT for the WHOLE section. Arrow gives trend relative to last month



Total Average TAT from request to report for individual workflows in a section

Pending requests >30 days at the End of the Month (EOM). Total in the box.

Section specific targets or,

<30 days, <1% backlog Green

>30days<40Days, >1% <5% backlog Yellow

>40days, >5% backlog RED

Critical issues

- Top three issues impacting quality and productivity
- 0-1 Green, 2 Yellow, 3 Red

Projections for next 90 days

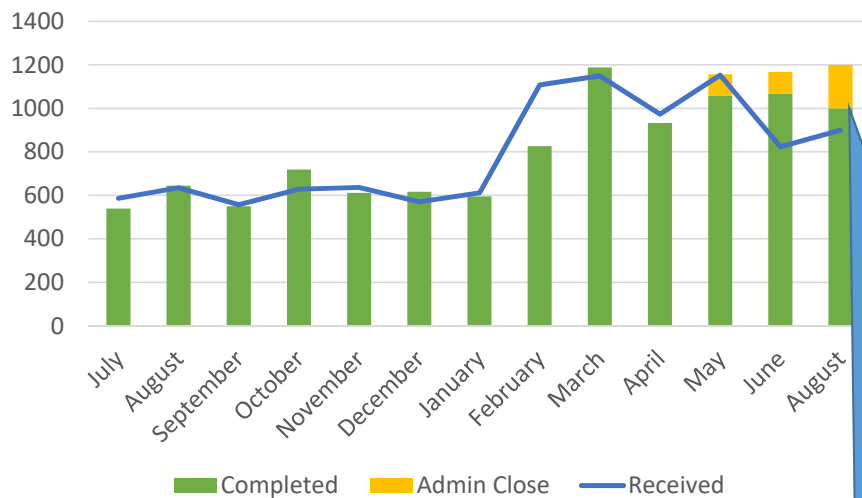
- Top 3-4 issues expected for quality and productivity in the coming months. Including targets and notable events



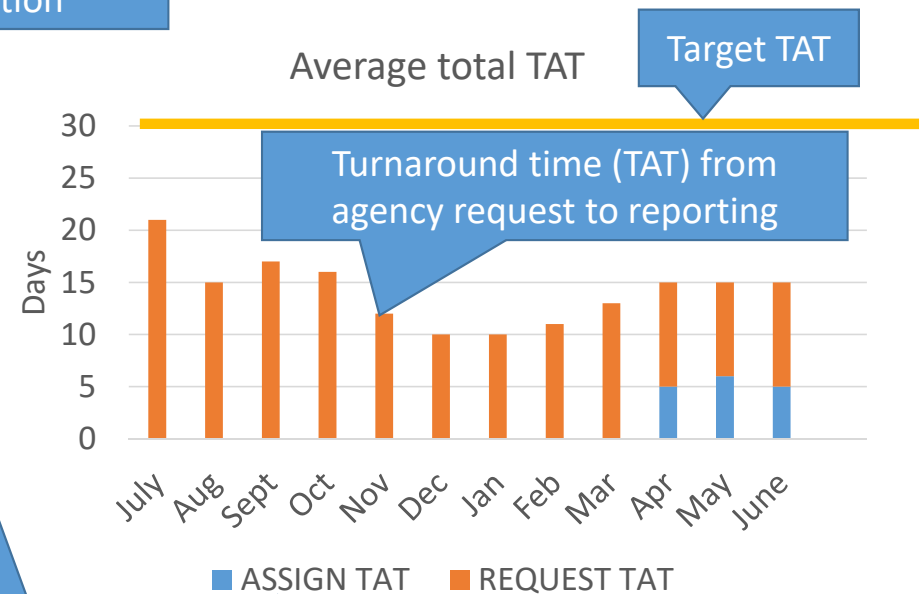
Explanation of graphs

Requests for a given type of analysis or examination

Requests



Administratively closed requests, a surrogate for remediation of requests

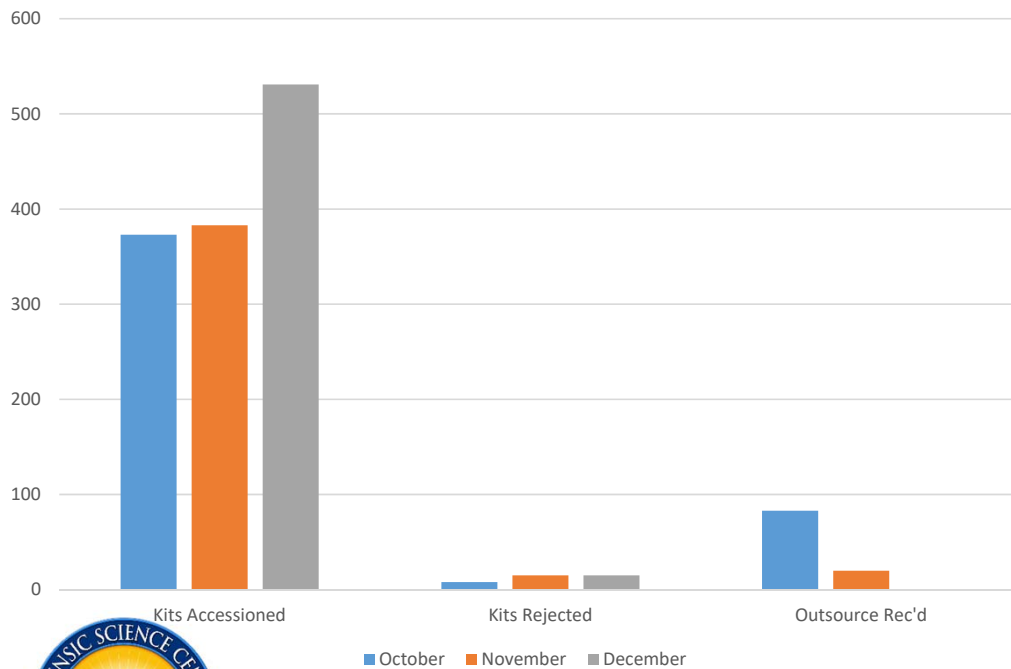


Turnaround time from assignment in lab or process time



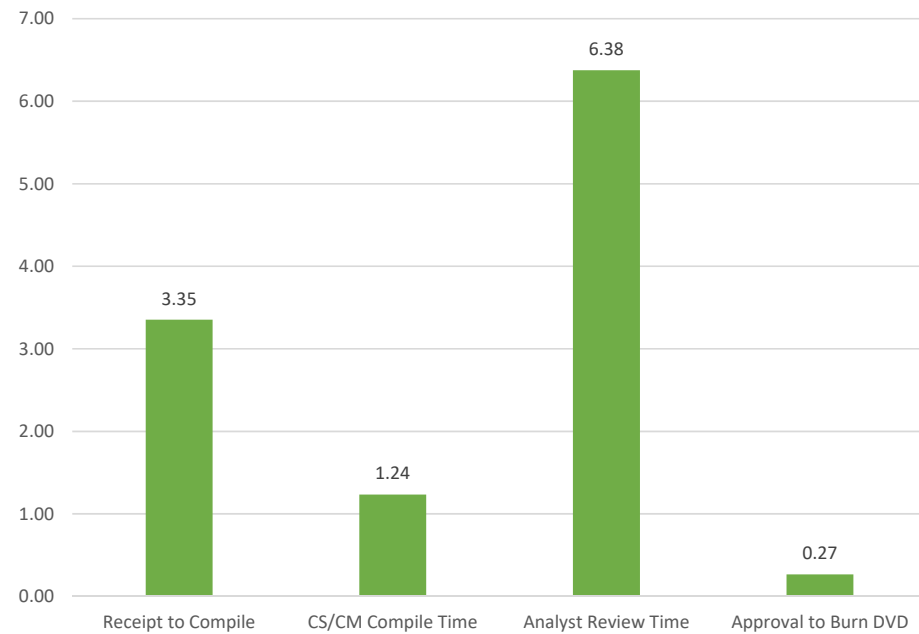
CS/CM – December

Accessioning



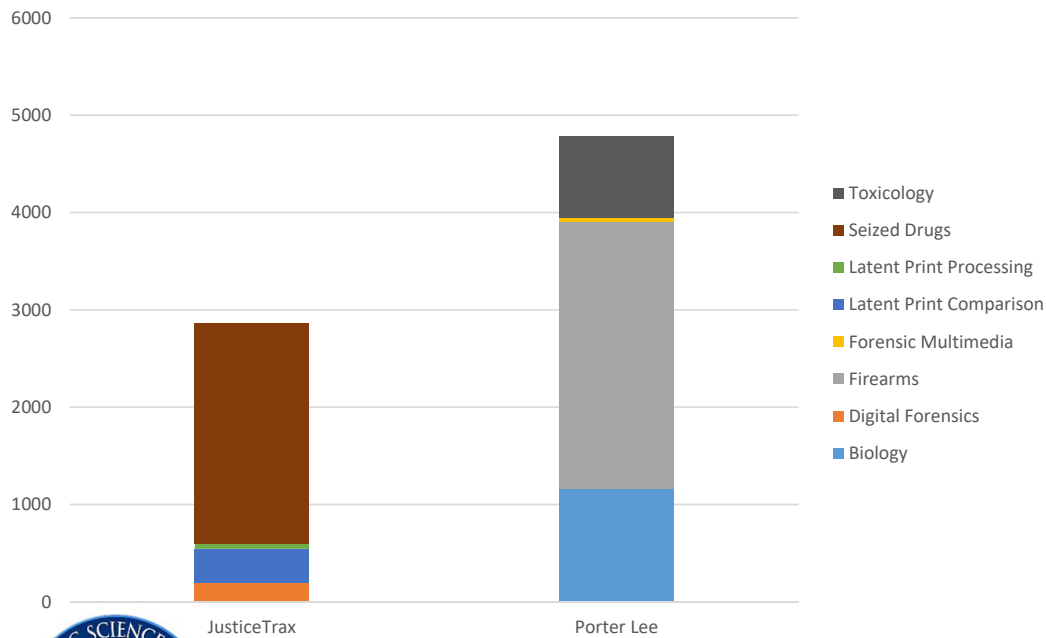
Toxicology Support

Toxicology Discovery Order TAT (days) – by status



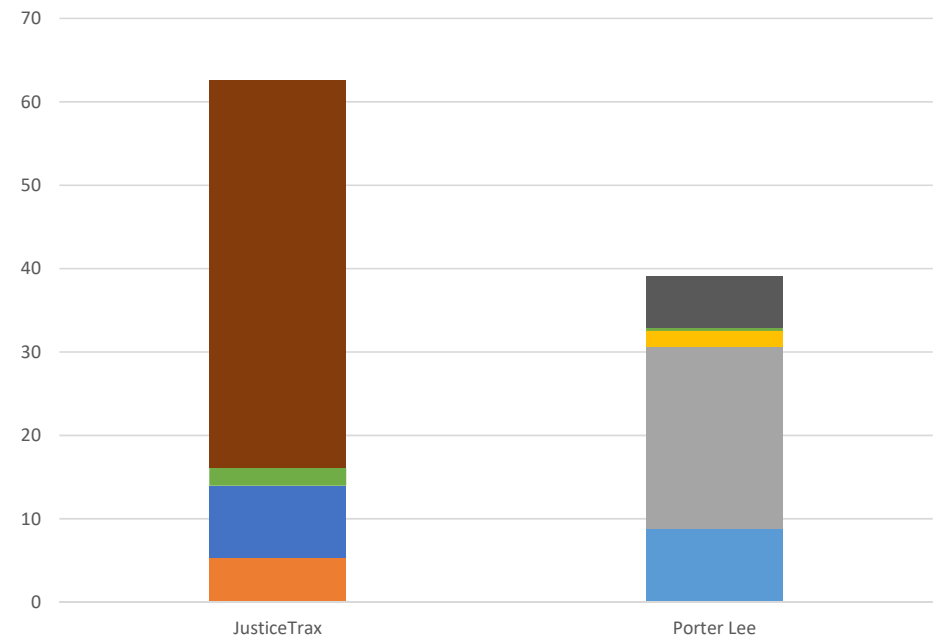
CS/CM – December

Total Items by Section & LIMS System



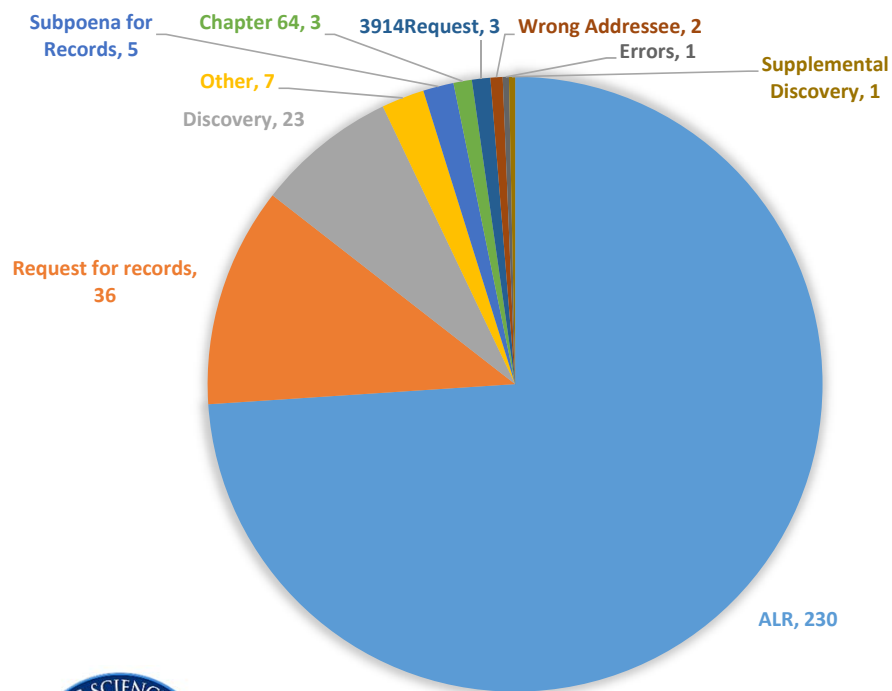
Evidence Handling

Total Time by Section & LIMS System
See Time Categories by Section slide for breakdown



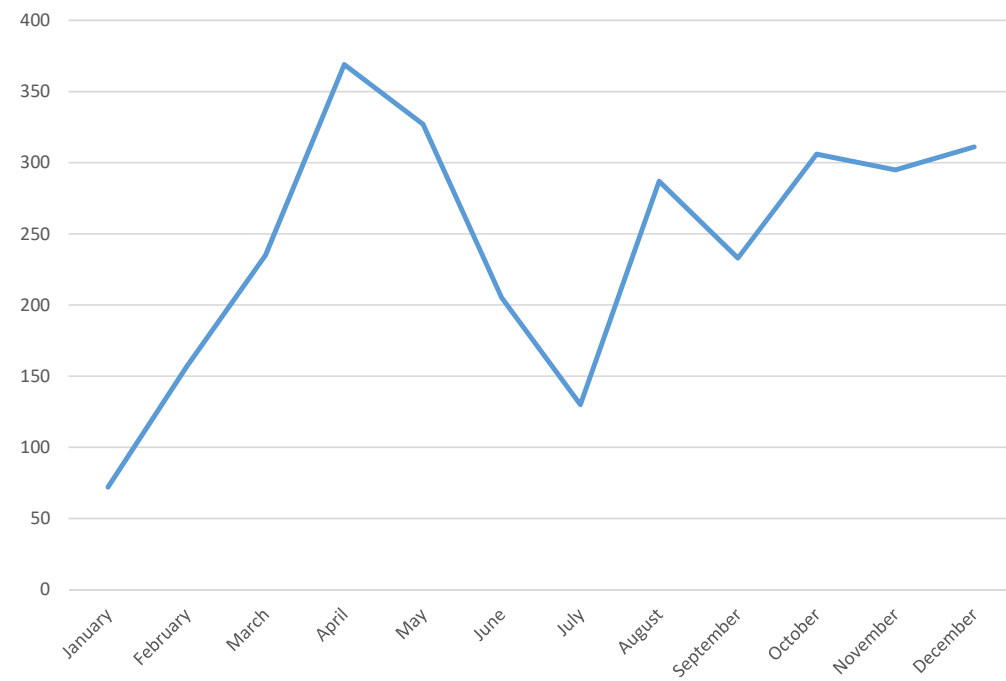
CS/CM – December

Dec. 2018 Requests by Type



Administrative

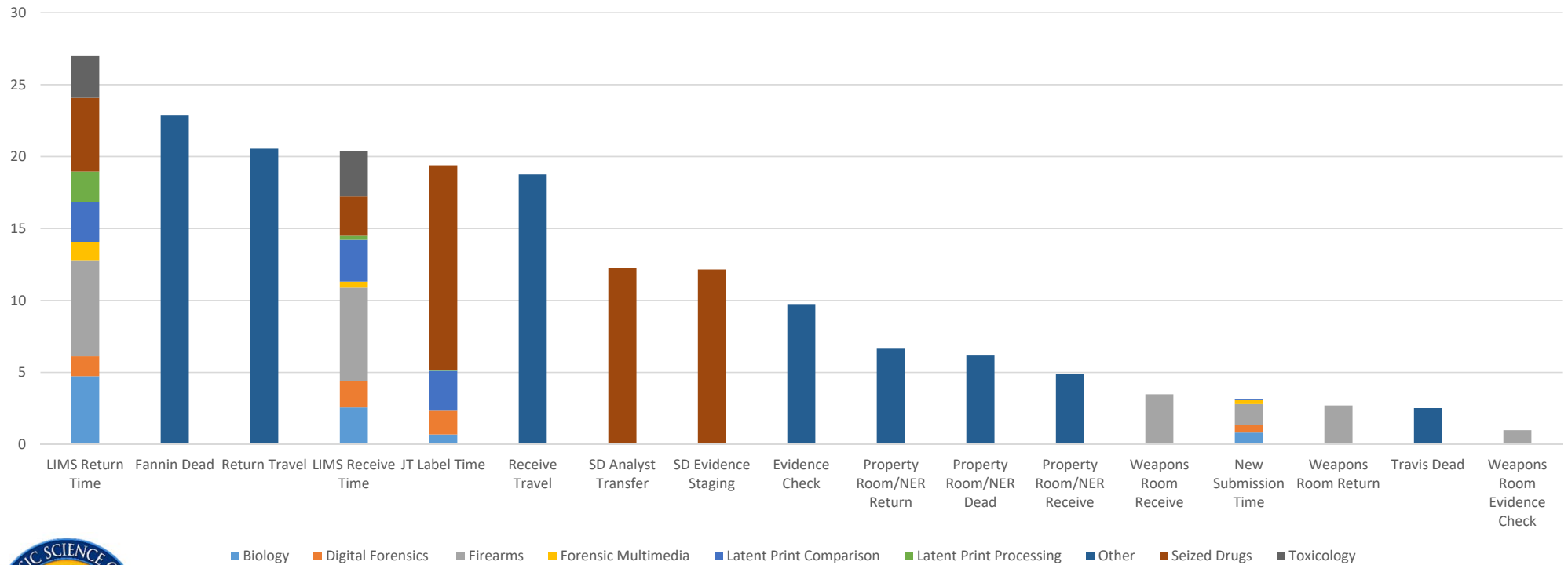
Records Requests - YTD



CS/CM – December

Time Categories by Section

Evidence Handling



Seized Drugs

Total TAT
↑ 11

EOM >30 day
4

Critical issues
2

Seized Drugs: 11-day TAT average
4 pending requests >30 day

Target: TAT average <14 days
Less than 3 requests >30 days

Critical issues

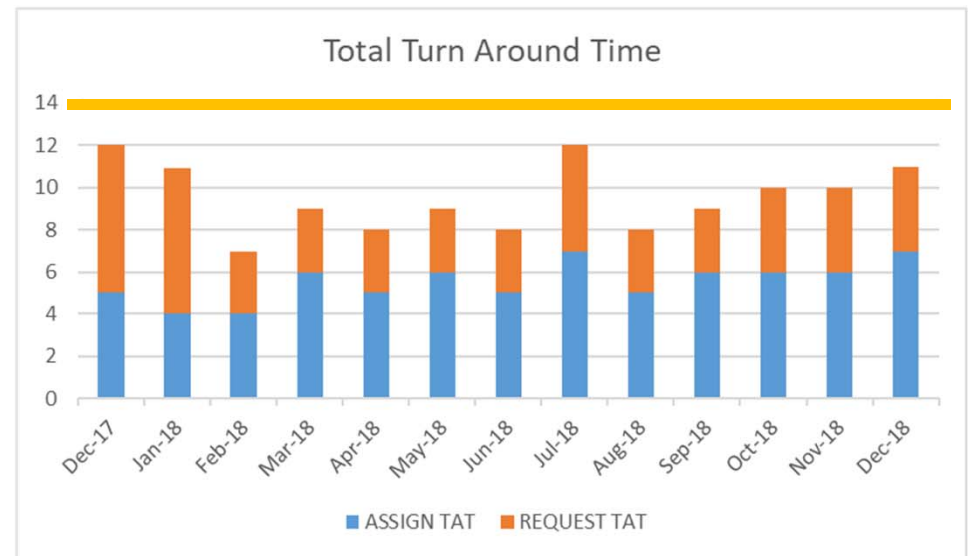
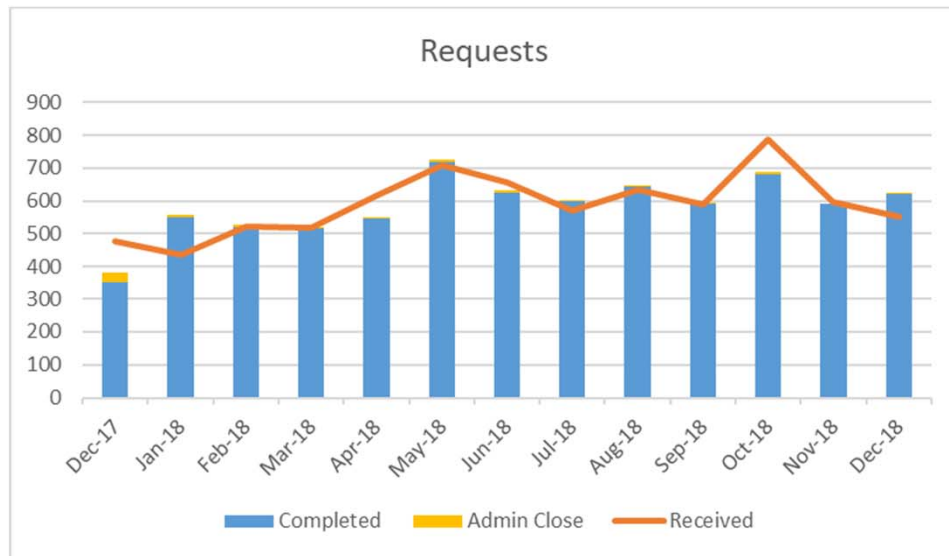
- Potential impacts of additional expedited case needs
- LIMS transition including manual entry of case requests

Projections for next 90 days

- Continued pressure on resources from increased case complexity and requests for expedited cases.
- Continue to track submission of opioid cases. Continue to see increases.
- Grant awarded for collaboration with R&D on opioid testing.



Seized Drugs



CS Live in Justice Trax on 12/11/17, metrics combined/manually tracked from Jtrax and Porter Lee for December



□ Orange bar indicates TAT target limit of 14 days.

Firearms – Casework

Exams: 26-day avg,
3 pending requests >30 days
Target: <25 days



Critical issues

- Average age of cases over 30 days: 42 days
- JusticeTrax

Projections for Next 90 Days

- New examiner signed off for seconding, AR and TR
- Decrease in TAT as section gets caught up on casework (new streamlined approach to some cases)
- Go live in JusticeTrax



Firearms – NIBIN

Current NIBIN Requests

(received on or after 7/23/2018):

Total received in December: 340 requests

Average TAT: 8 days

Target: ≤5 days

Historical NIBIN Backlog

(received before 7/23/2018):

Total backlog: 494 requests (70 in progress)

Target: eliminated by August 2019

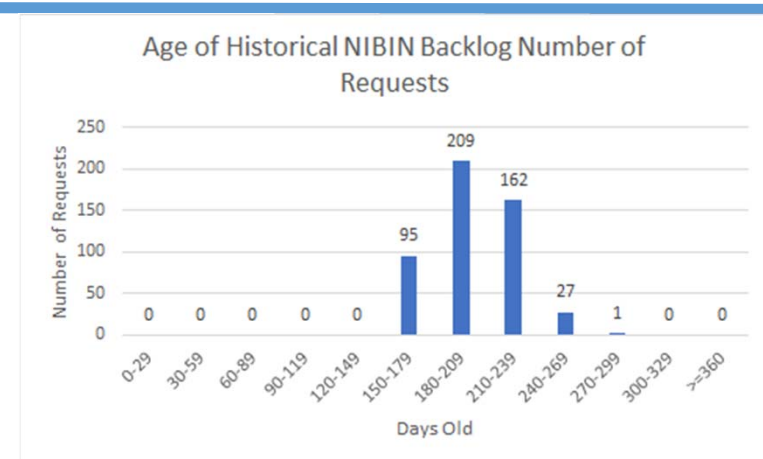


Critical issues

- NIBIN backlog
- Expect age and TAT of historical NIBIN backlog to increase as new NIBIN techs work the backlog
- One NIBIN Tech on (temporary) limited duty, cannot work up firearms
- JusticeTrax

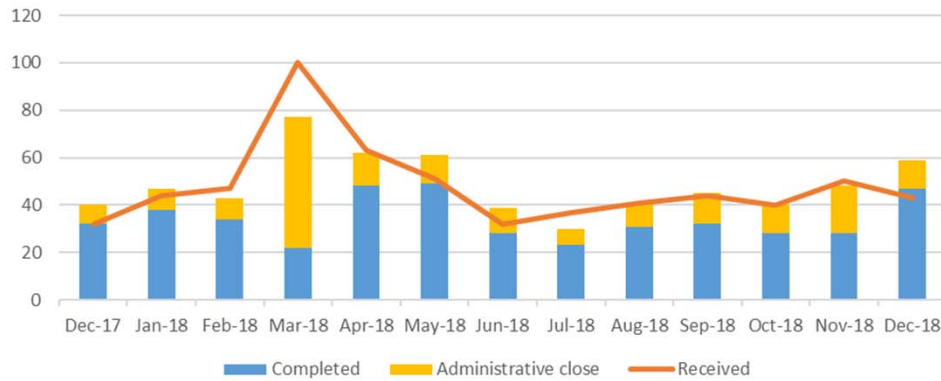
Between 12/1/2018 – 12/31/2018

- 345 **current requests** completed
- 147 **current requests** in progress
- 62 **historical backlog** requests completed
- 8 **historical backlog** requests in progress

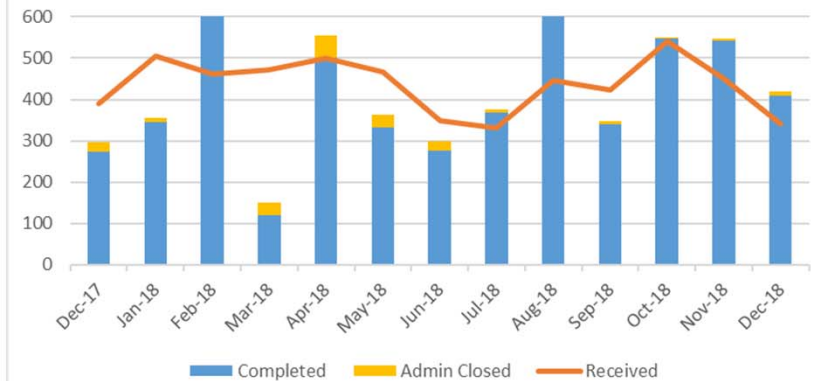


Firearms

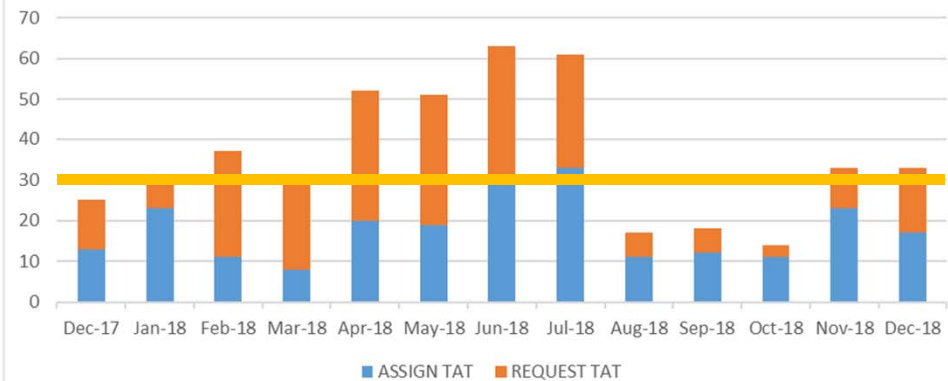
FA requests



IBIS requests



Total Average Turn around time



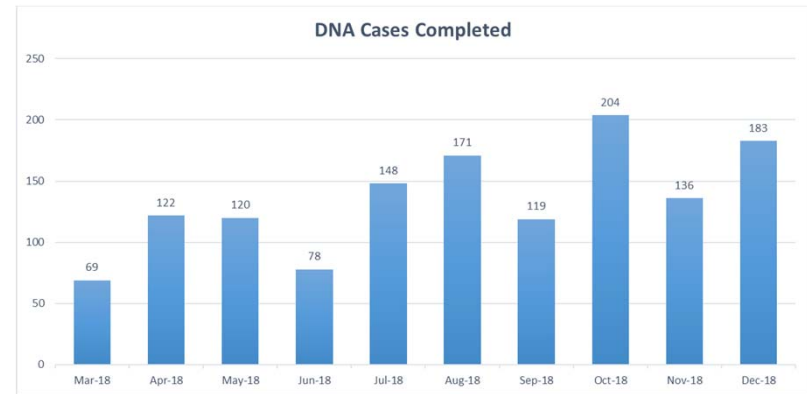
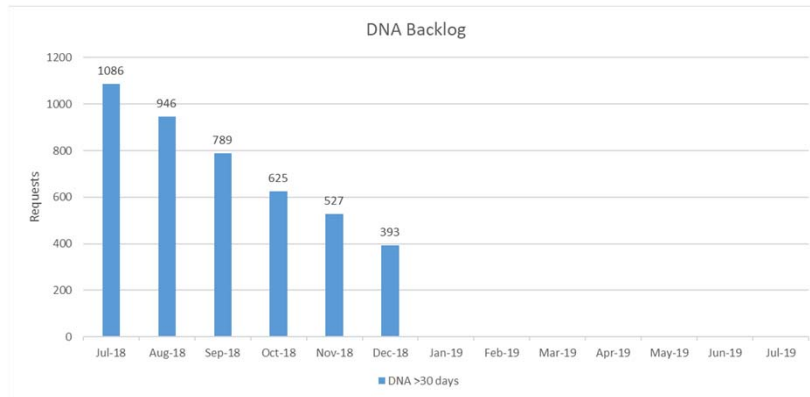
Forensic Biology-Backlog



SA Kit: 38-day avg TAT
4 pending SAK requests
SAK "other": 202-day avg
Non-SAK DNA: 427-day avg
393 total requests >30 days

Critical issues

- Target: minimum 12 DNA report writers, currently 8
- Delayed NIJ funding has pushed back the start date for DNA analyst training to begin



Forensic Biology-Outsourcing

Total Cases Shipped	Cases Returned	Cases Reviewed
622	234	0

SAKs shipped: 446

SAKs completed: 120

Non-SAKs shipped: 176

Non-SAKs completed: 114

Critical issues

- The In-house review of all outsourced casework
- Waiting for grant funding to be released to send next full shipment; partial shipment in January
- Bode delayed TAT for SAKs, current TAT ~120 days

Projections for next 90 days

- Project timeline: August 2018-September 2019



CODIS (National DNA Database)

Total TAT
↑ 22

EOM >30 day
↑ 31

Critical issues
2

Profiles Entered: 107

Matches: 151

116 Pending notifications

31 Notifications over 30 days

~48 of the pending 116 notifications are waiting on other agencies for information.

81 Total Notifications were addressed in December

Critical issues

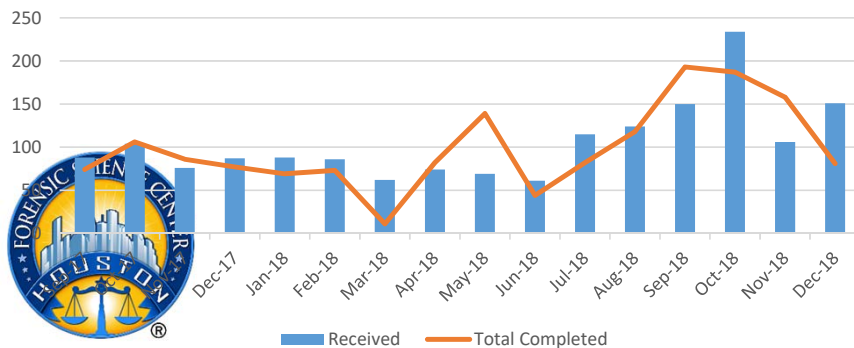
- Delays in notifications from DPS-Austin – approximately 60 day TAT
- Obligate Allele Project

Projections for next 90 days

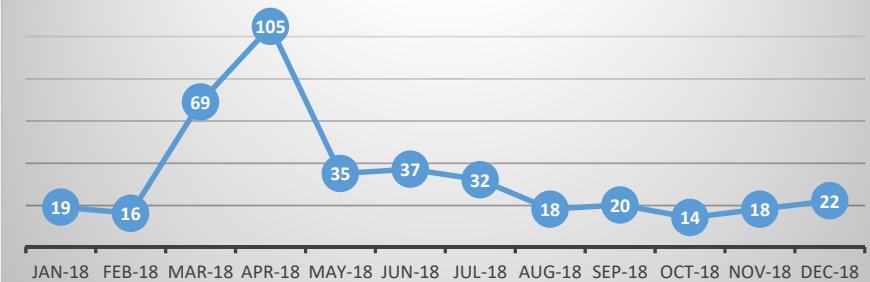
- Complete more reviews of Obligate Allele Project cases.

Note: CODIS Admin and Assistant CODIS Admin attended the annual CODIS Conference the first week of December.

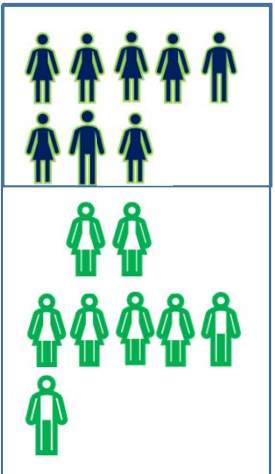
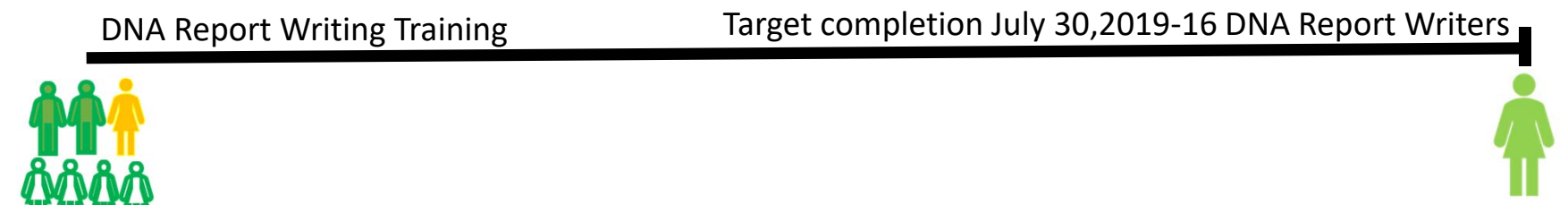
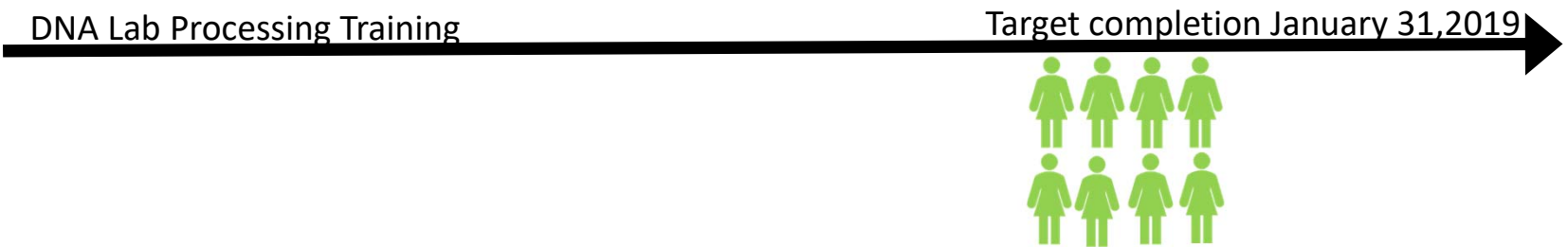
Candidate Matches Received Vs. Completed





Actual TAT



Forensic Biology Training

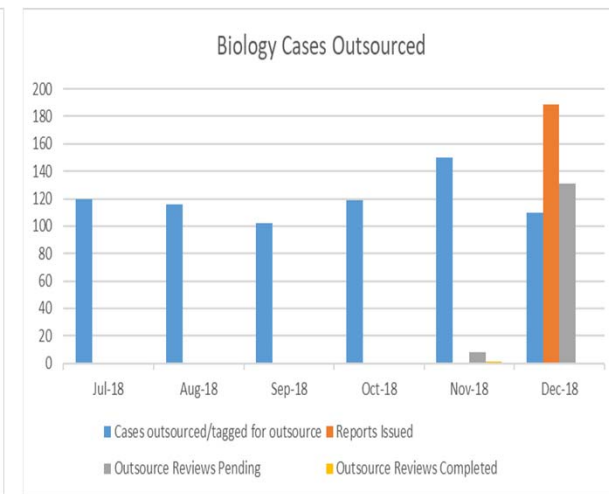
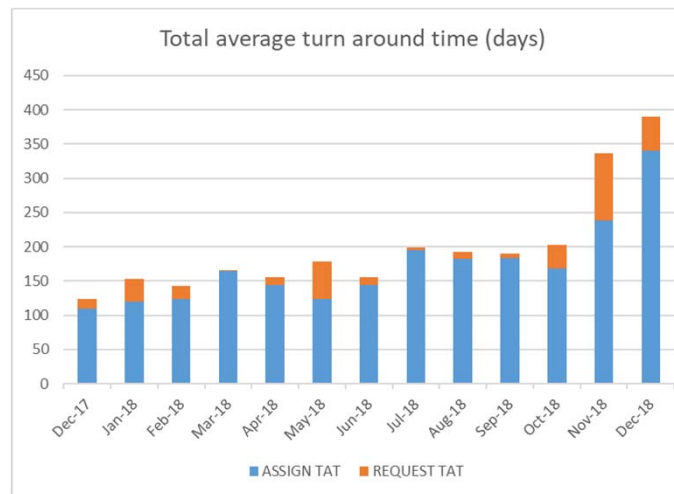
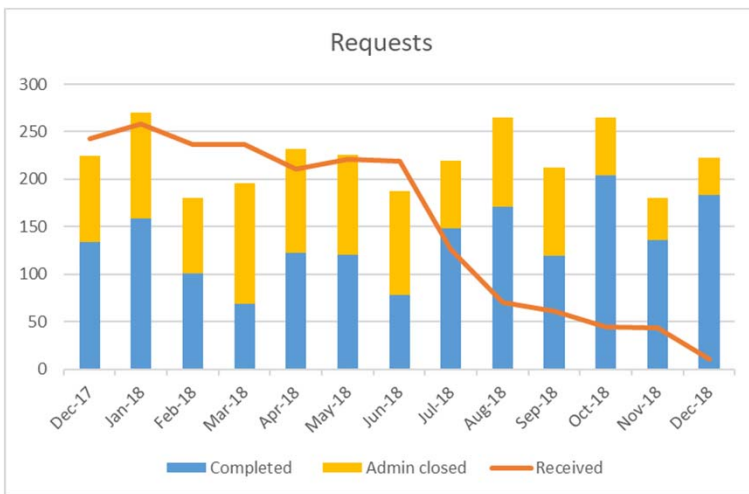


 Training on schedule

 Delay in training schedule

Forensic Biology -- Total

Note: In July of 2018 the number received will be impacted by the number of cases outsourced, once a case is outsourced it moves from received by Bio to Outsourced



Toxicology



Alcohol: 26-day avg,
0 pending requests >30 day

Tox: 65-day avg
288 pending requests >30 day

Out-Tox: 48-day avg
0 pending requests >30 day

Critical issues

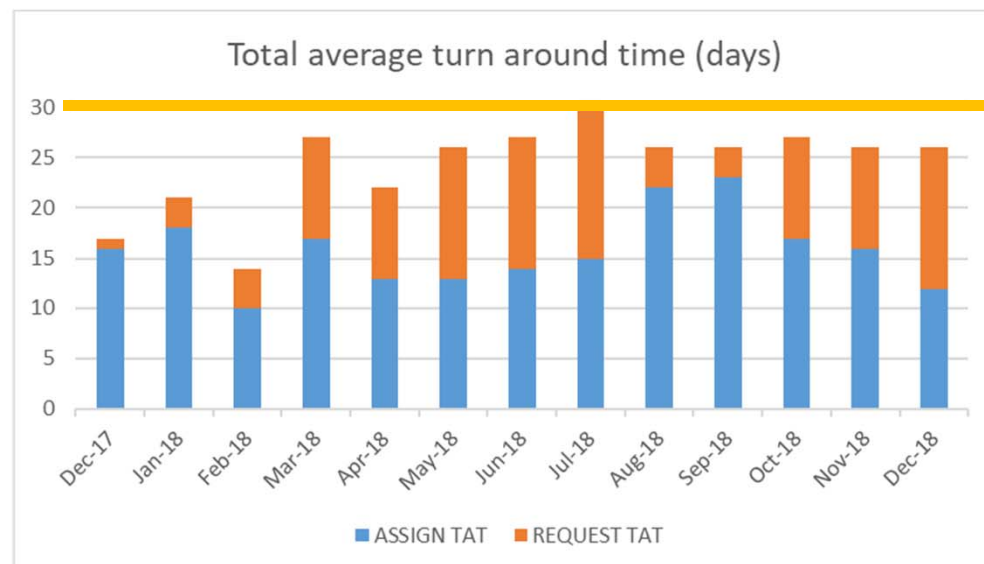
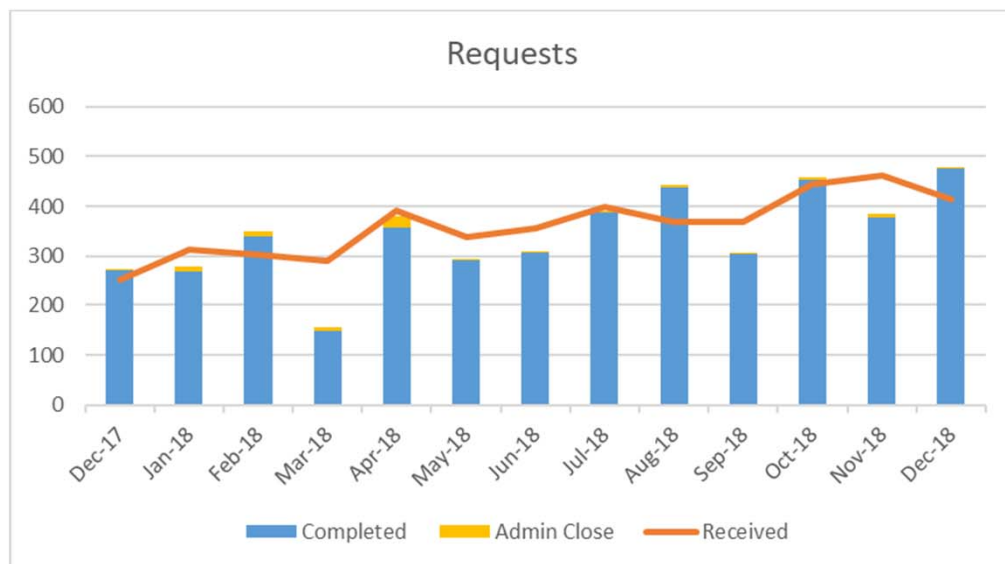
- Technical supervisor starting in June
- Legacy instrumentation and limited staff in the drug confirmation group
- Urgent training needs to be balanced with casework and other tasks (JT)

Projections for next 90 days

- Tox confirmation of SA cases continues to be outsourced but not DWI cases.
- Drug screen (EIA) training of two analysts started in December.
- With limited staff and training needs, longer drug confirmation TAT expected (90 days)
- Accessioning delay and the section training affect alcohol and Tox TAT.

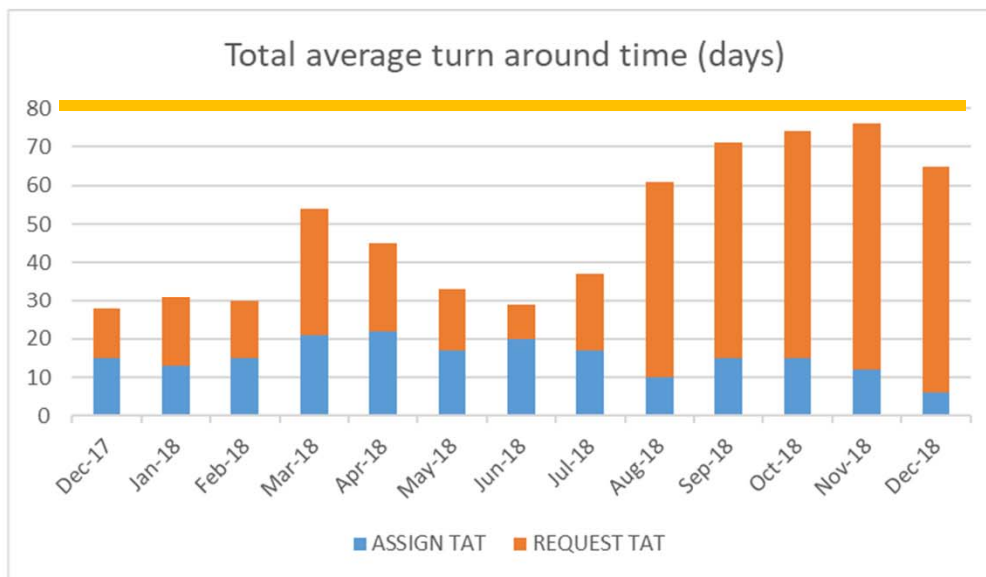
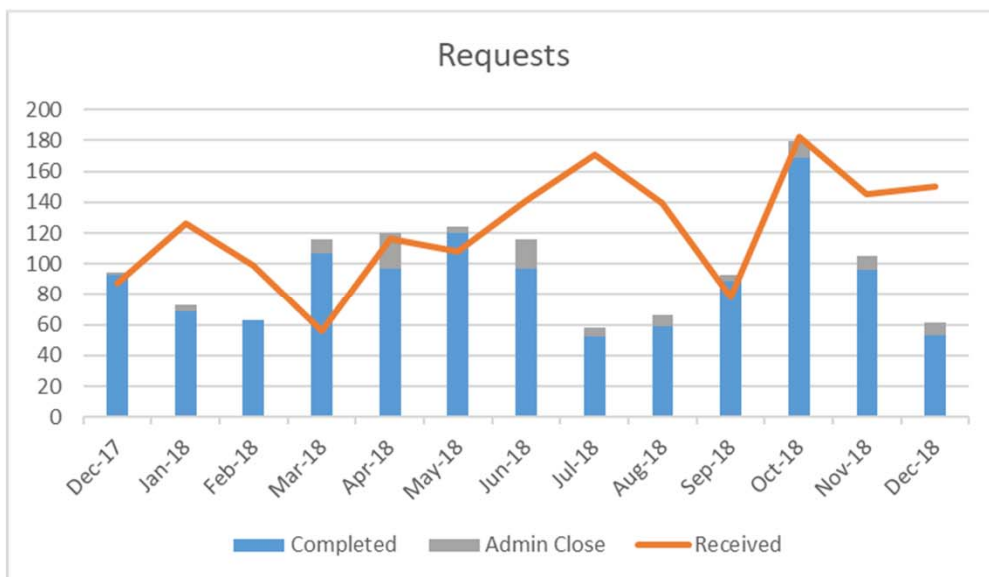


Toxicology: Alcohol



Toxicology: Other Drugs

In June of 2018 the toxicology section went live with drug analysis in house, due to instrumentation challenges and limitations, the expected TAT is 90 days until LC-QQQ can be brought on line.



Latents

Total TAT
↑ 44

EOM >30 day
↑ 1,587

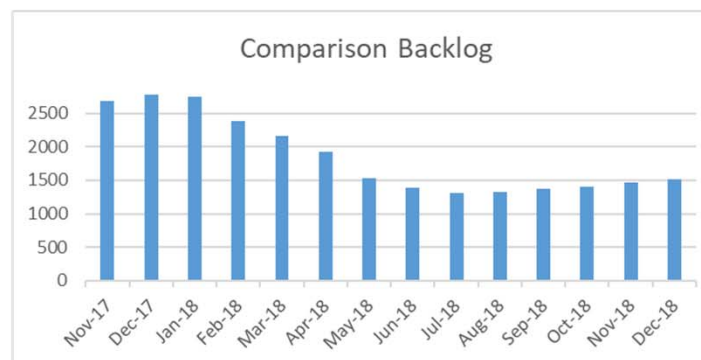
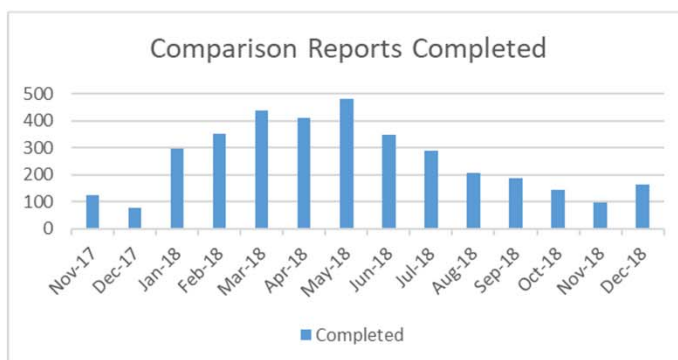
Critical issues
2

Critical issues

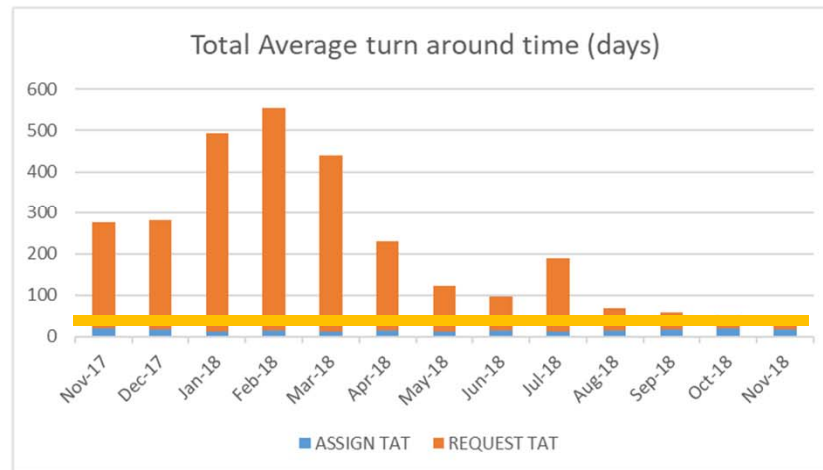
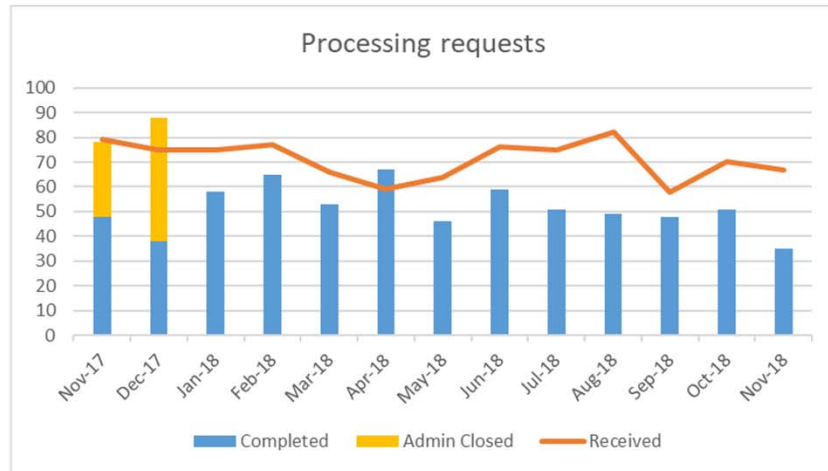
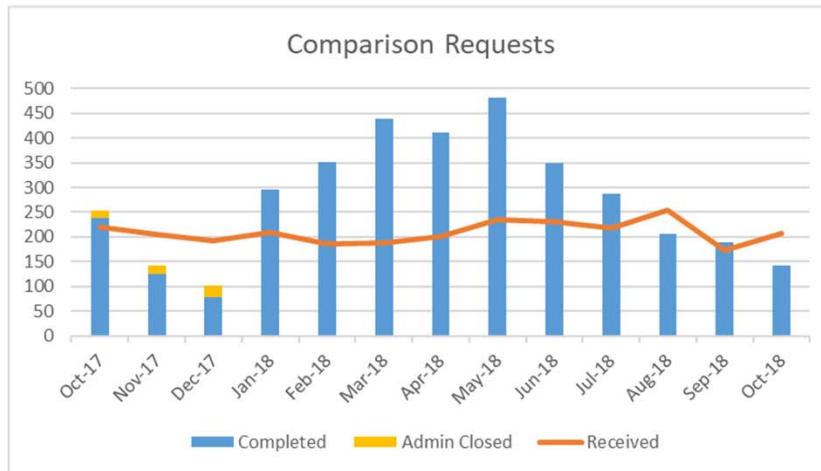
Comparisons: 39-day avg TAT from request
1,520 pending requests >30 day

Processing: 50-day avg TAT from request,
67 pending requests >30 days

- Three examiner vacancies; Ten Examiners working, One in training
- Backlog increasing



Latents



Latents Live in Justice Trax on 12/18/17, metrics from Porter Lee but estimated due to time in Jtrax in December

CSU

CSU callouts: 43

Items of evidence collected: 2,050

Cars processed at VEB: 46

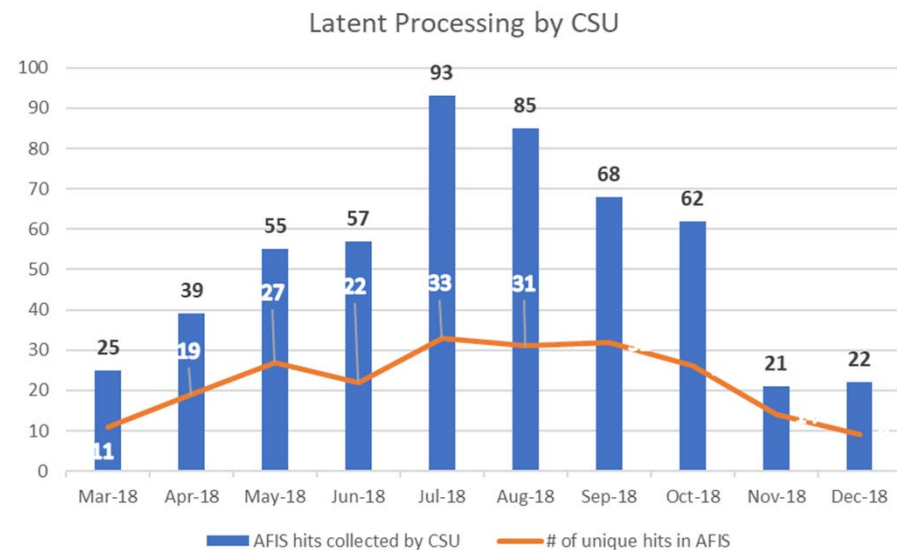
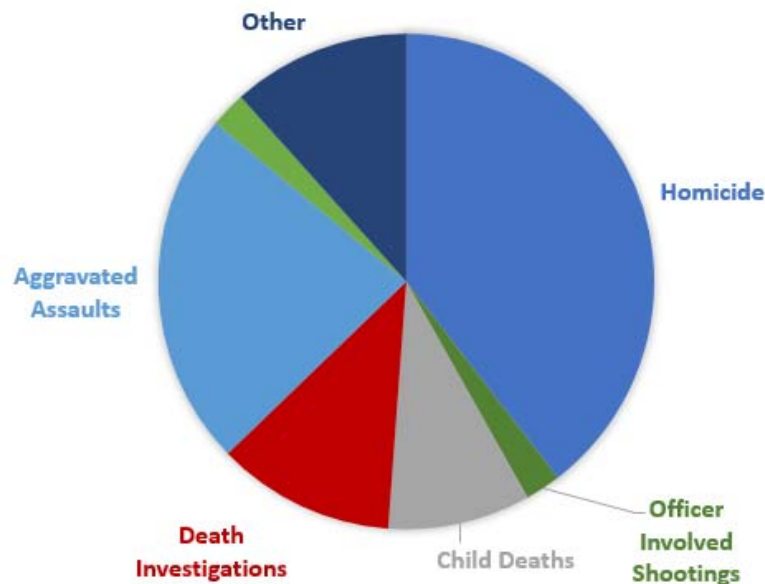
Hours spent at scenes: 444 = 14hrs/day

Total TAT
↓ 39

Call outs
43

Critical issues
0

- 1 (one) CSI in final month of training
- 1 (one) CSI in field training
- FARO 3-D Scanner validation and verification completed



Digital and Multimedia



A/V: 179-day avg
7 pending requests >30 days

AVCO: 6-day avg
0 pending requests >30 days

Digital: 40-day avg
29 pending requests >30 days

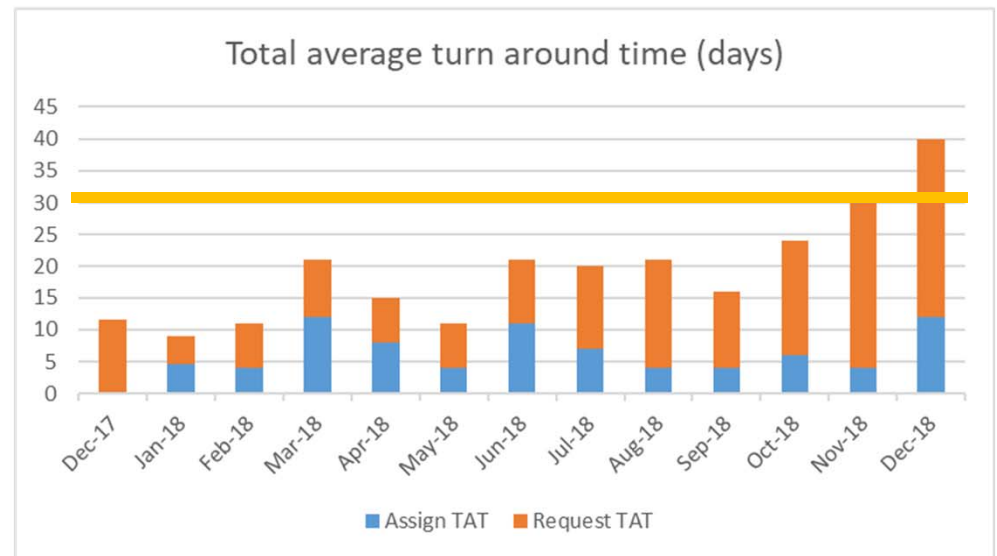
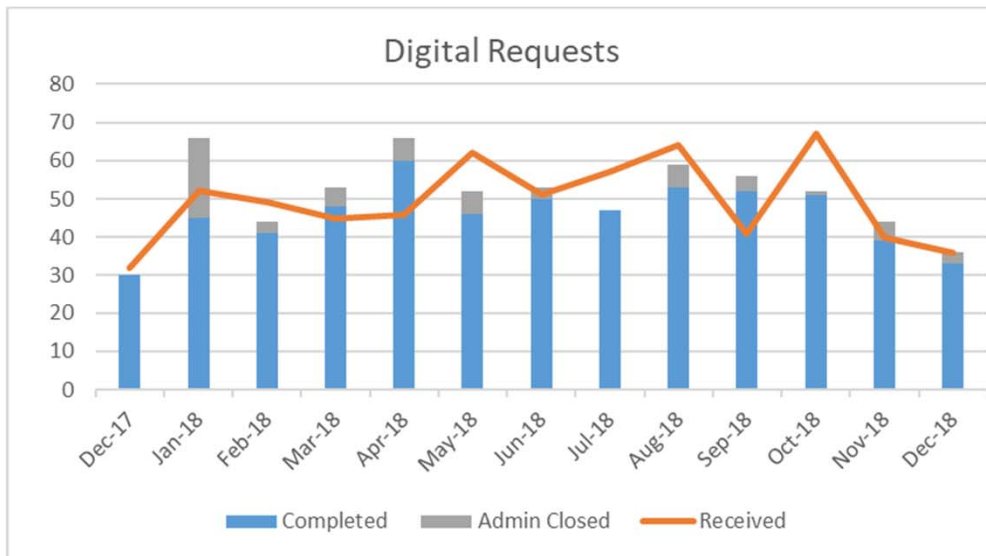
Critical issues

- Multimedia transition to new LIMS/network/workflow
- Anticipated 31% Staff Reduction – 4 Analyst Positions

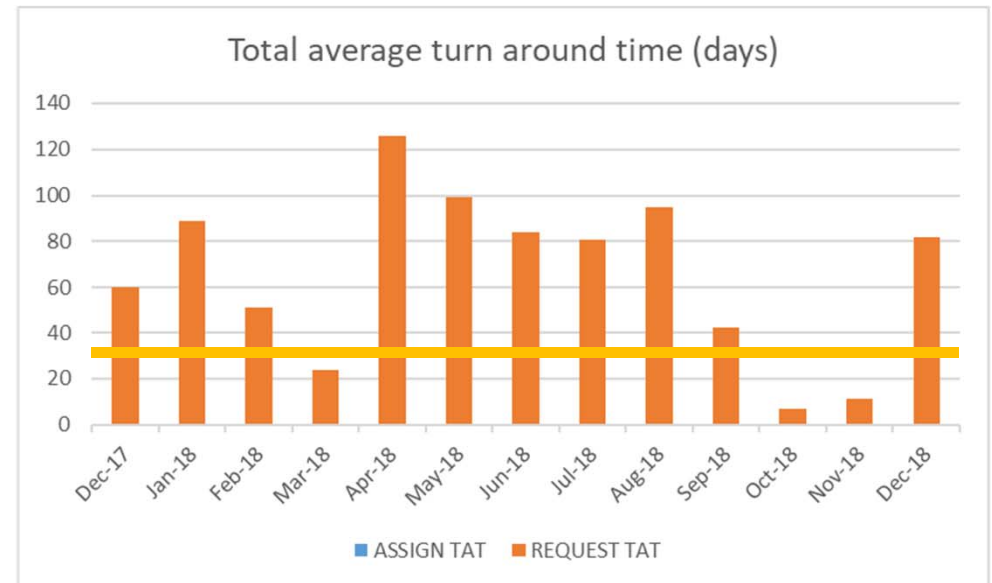
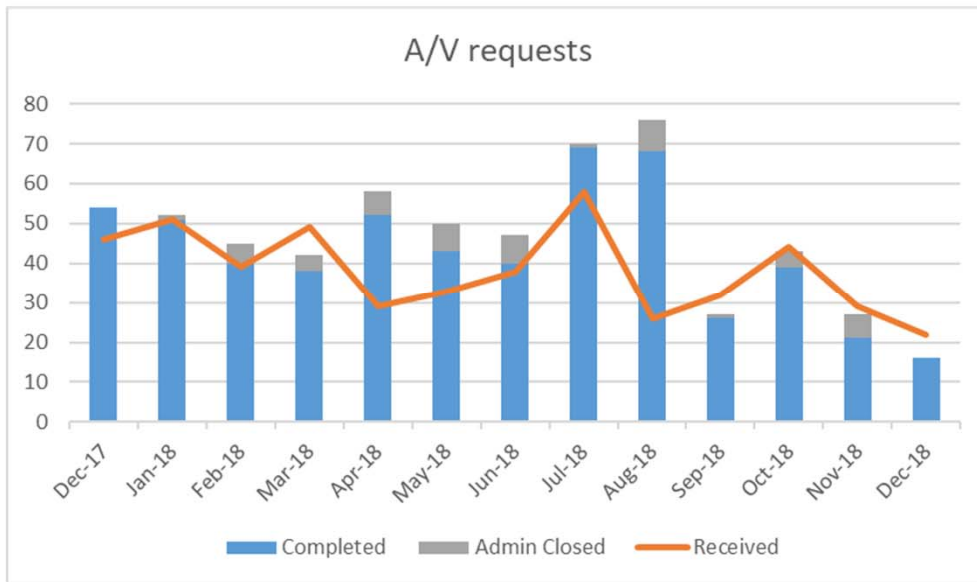
- Cross Training of 2 Multimedia Analysts for Digital
- Multimedia Analyst transferring back to HPD on 12/10/18
- Recruiting for a Multimedia Analyst Position



DME -- Digital



DME -- A/V



Starting December 2017: A/V and A/V call out metrics reported together



Lean Six Sigma Development Group

Current Projects

Current Projects

3

Projects Completed

4

Projects in Queue

10

Project: Management Dashboard **Type/Phase:** D M A  V


Project Engineer: Amy Castillo

Status: Yellow

Timeline: 4/30/2018- 2/26/2019

Accomplishments:

- User Acceptance Testing scheduled for the week of 1/14/19 for all technical sections, executive team, and accessioning
- Views built for Managers, Supervisors, Analysts, and Exec that include Justice Trax LIMS, Porter Lee LIMS, and Qualtrax data visualizations in PowerBI


Project: Multidisciplinary Requests **Type/Phase:** D M A  C

Project Engineer: Aimee Grimaldi **Status:** Green

Timeline: 8/10/2018 – 2/27/2019

Accomplishments:

- New process implemented on 12/13
- Data collected and analyzed daily
- 5-day hold removed on firearm evidence collected by CSU
- Firearm evidence collected by CSU going straight to firearms analysis
- Ongoing collaboration with HPD and property room regarding preservation of the magazine for firearm evidence that is not collected by HFSC's CSU

Project: Work Product Evidence Return (WPER) **Type/Phase:** D M A  C

Project Engineer: Paula Evans

Status: Green

Timeline: 8/22/2018 – 2/27/2019

Accomplishments:

- On-going collaboration with subject matter experts as the process improvements are implemented
- Process Improvement data is being collected and analyzed
- Project is managing improvements for current process and for historical work product created prior to process improvement launch
- Project extended 2 weeks so current DNA extract process can be tested during Improve phase since the lab is outsourcing DNA casework



Lean Six Sigma (LSS) Development Group

Current Projects

Current Projects
3

Projects Completed
4

Projects in Queue
10

- Management Dashboard
 - Timeline extended
 - Timeline: April 2018-February 2019
- Multiple Discipline Request
 - On schedule
 - Timeline: August 2018 – January 2019
- Work Product Evidence Return
 - On schedule
 - Timeline: September 2018 – February 2019



500 Jefferson office/lab project, 1/11/19 HFSC Board update

Seven weeks to first move (weekend of 2/28/19-3/4/19)

Project agreement status (sub-lease/ILA)

- HFSC Board delegated to HFSC CEO/delegates negotiation of documents 10/12/18
- HFSC agreed sub-lease document, received updated, draft ILA for HFSC name and term change (align with 500 Jefferson, 30-year lease term). Will also include HFSC company address change
- Respond to CoH Legal, who will then complete due diligence
- Plan still to bring documents to HFSC Board February/March for approval. City Council approval still targeted for March/April

Recent project reviews/decisions

- Andy Icken/CoH update 12/19/18, next review 1/18/19, beneficial
- CODIS FBI 1/4/19 site visit delayed, workaround in place
- Weekly HFSC/Landlord/PBK project status meeting 1/8/19, next 1/15/19. Project status, actions, decision making. On 1/8/19:
 - Approved location/security for CSU/pool car parking at 500 Jefferson. 2nd floor, fenced, card access. No permit required
 - Walked 13th, 14th, 15th floors, reviewed construction (reception, supply/case file rooms, IT server room, Digital and Multimedia space), painting/accent colors, IT/card reader/camera install, AV/TV placement
- Discussed project status, staff parking, centralized photocopiers, file retention/clean-up actions at 1/9/19 Company Meeting
- Next HFSC project steering committee meeting 1/25/19, project status, select moving contractor, address open items

Project recap/status/priorities

- Move sequence unchanged: 9 moves, moves 1-3 clear Fannin, moves 4-5 release Travis office space (reduce duplicate rent), moves 6-9 lab. Fannin office exit 4/30/19
- Floor plans basically unchanged, some minor tweaks
- Implemented Scorecard to manage project workload, priorities, status. Added 2 staff members to team (50% of their time):
 - Managing 28 sub-team projects, 16+ follow-up areas
- Developing staff move and new office welcome packets
- Will discuss new Security system operations 1/17/19
- Select move contractor by 1/25/19. Contractors conducted comprehensive HFSC office/lab tour 1/4/19, bids 1/17/19
- Critical path/key areas for March 2019 move-in continue to be:
 - IT, phones, security
 - Moving contractor selection, process
 - Move readiness/packets, records retention/send files offsite
- Long lead time items continue to be:
 - Generator (helicopter lift onto roof)
 - Mechanical units, fume hoods, shooting tank
- Lab key items to be worked in next quarter:
 - Lab floor 18/basement permit application, receipt
 - Lab furniture, Lab/basement commissioning plans
 - Instrument move, re-certification, schedule implications
 - Fume hood move timing, how operate labs in interim

The Big Move: What's Happening Now



Proposed move sequence (# of staff in brackets)

12/19/18 Update

- Move #1 – Fannin, 2/28/19 to 3/4/19, All Latent Prints (21) to **15th Floor**, IT (3) to **14th Floor**, CS/CM Fannin 1st floor (2) to **13th Floor**, HFSC front door/corporate address
- Move #2 – Fannin, 3/14/19 to 3/18/19 to **13th Floor**:
 - Finance/Procurement (6), Legal (1), Information Strategy (1), Chris Nettles (1)
- Move #3 – Fannin, 3/14/19 to 3/22/19 to **15th Floor**:
 - All Digital and Multimedia (15)
- April 2019 month focus on hand-back of Fannin to landlord
- Move #4 – Travis 10th and 20th Floors, 5/2/19 to 5/6/19:
 - IT (2) – to **14th Floor**, Quality (8) to **13th Floor**, R&D (1) to **13th Floor**, Administration (20th floor, HR, Communications, Board Secretary, Business Development to **13th Floor**, CEO to **15th Floor** (9)
 - CSU 10th floor (8) to **15th Floor**, fenced parking available 4/15/19, carts on 15th floor.
- Move #5 – Travis 24th/25th Floors, 5/9/19 to 5/13/19:
 - CS/CM 24th floor (3) to **13th Floor**, R&D (2) to **13th Floor**, LSS (2) to **13th Floor**, Biology Analysts/CODIS (14) to **14th Floor**, CSU 25th floor (25) – to **15th Floor**
- Lab Moves to 18th Floor & Basement (includes developing timeline for instrument move, certification/validation):
 - Move #6 – ½ Toxicology (5) to **14th & 18th Floors**, ½ Seized Drugs (9) to **14th & 18th Floors**, CS/CM supply room (1, plus 50% supplies) to **13th Floor**, 10/3/19 to 10/7/19

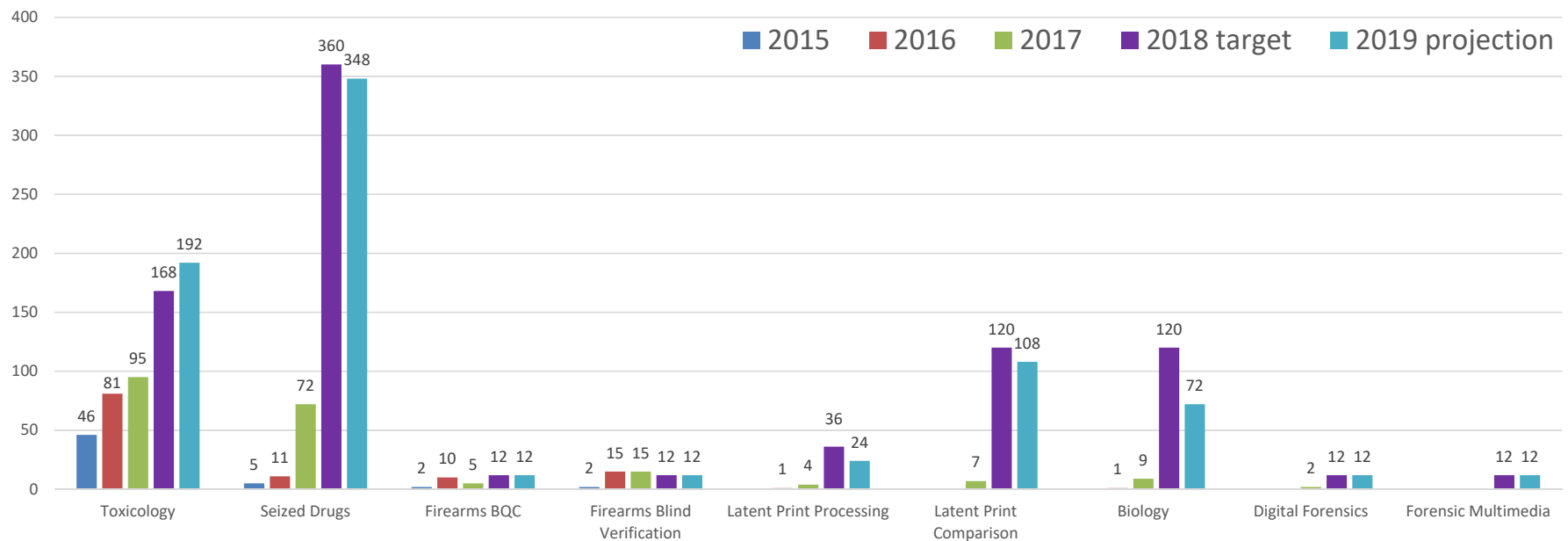
- Move #7(A) – IT to move maximum number of Forensic Biology computers to **14th & 18th Floors** -10/12/19 to 10/14/19
- Move #7(B) – All Forensic Biology (27) to **14th & 18th Floors**,
½ Firearms (8) to **14th Floor & Basement**, balance CS/CM (9) to **13th Floor**, Latent Prints Lab to **18th Floor**,
Quality/R&D Lab to **18th Floor**, 10/17/19 to 10/21/19
- Move #8 – ½ Seized Drugs (8) to **14th & 18th Floors**,
COO to **14th Floor**, 10/31/19 to 11/4/19
- Move #9 – ½ Toxicology (5) – to **14th & 18th Floors**,
½ Firearms (7) to **14th Floor & Basement**, CS/CM supply room (1,
plus 50% supplies) to **13th Floor**, IT (2) to **14th Floor**, 11/14/19 to
11/18/19
- Move completed, hand-over of all space at Travis to HPD, 12/31/19
- Sections may still update “twin move timing” when more information on
instrument certification/validation

Quality Division Report

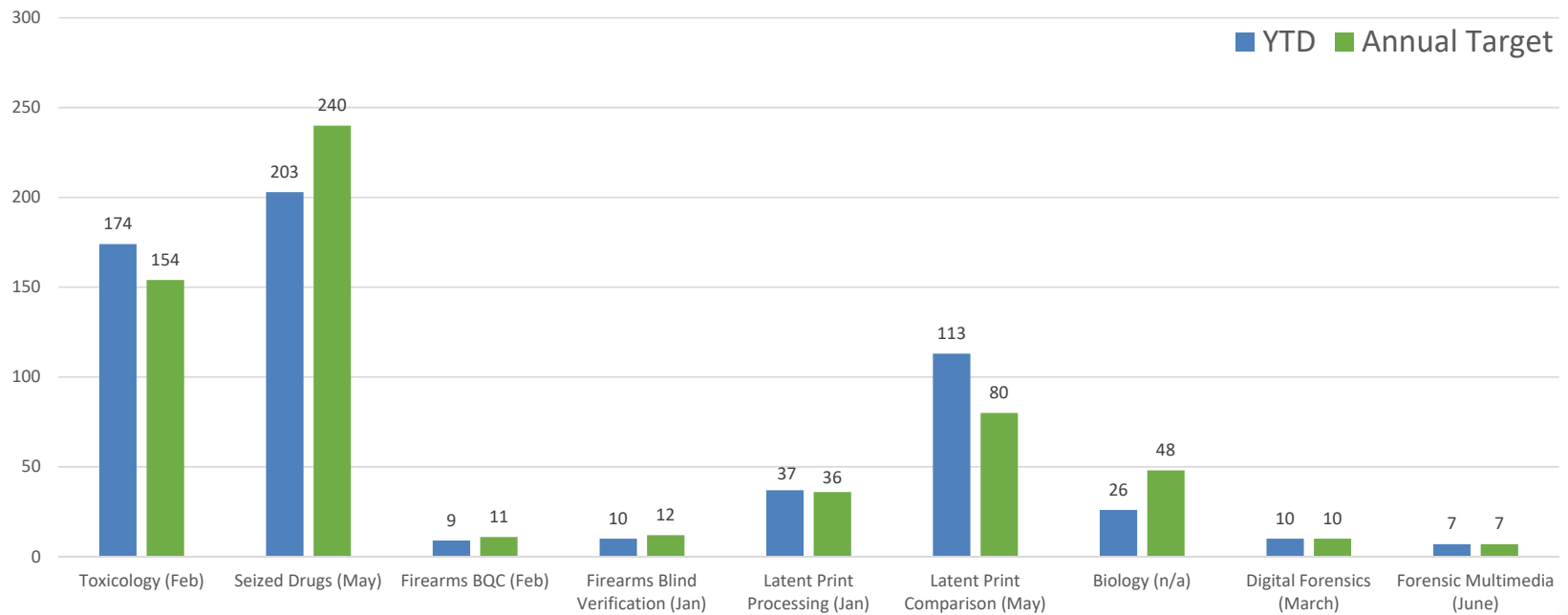
January 11, 2019



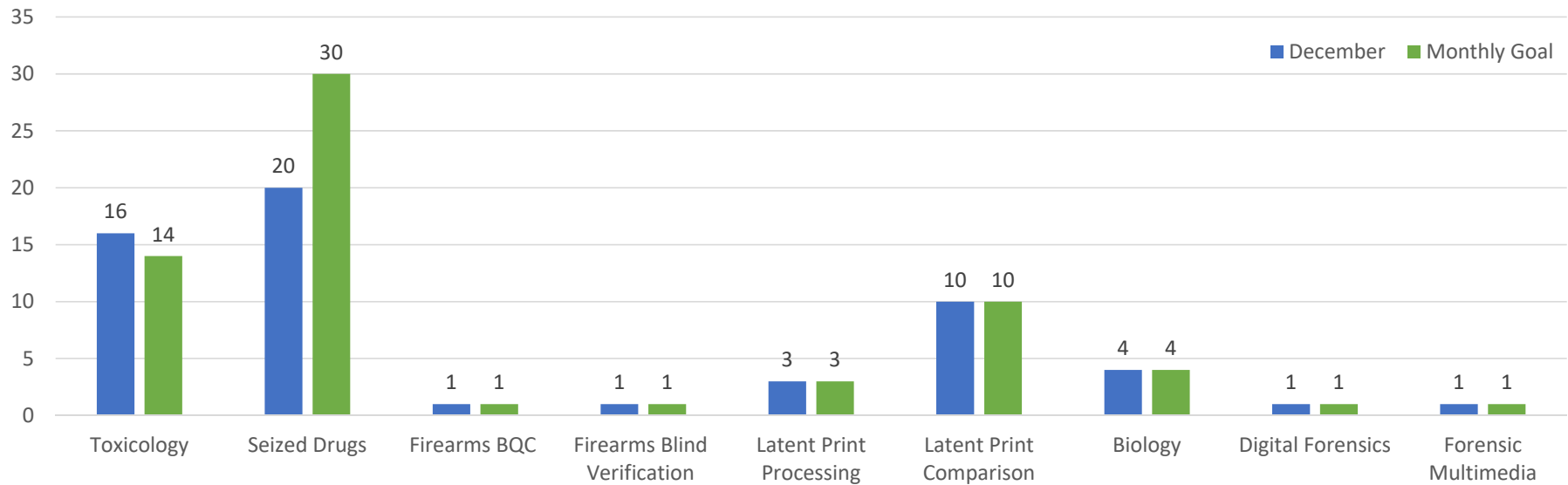
Blind Quality Control



2018 BQCs



Blind QCs Submitted in December



Blind Quality: Challenges and Accomplishments

- HPD has separate National Integrated Ballistic Information Network(NIBIN) unit, limiting BQC opportunities in firearms
 - NIBIN-eligible evidence must go through Property Room/HPD NIBIN to remain blind
 - BQCs on non NIBIN-eligible evidence is not indicative of routine casework, restricting types of evidence that can be used
- Digital supervisor completed cursory analysis on digital devices before they became blind evidence
 - Supervisor, who is going back to HPD, did not do casework
 - Case working analyst will fill this function until supervisor is hired
 - Potentially lead to examiners discovering blinds because they will be aware of routine evidence and case types used in program
- Blood alcohol tubes received without methanol
- Holidays impacted seized drugs evidence drop schedule
 - Number of blinds was limited
- Latent print technical lead testing a blind verification workflow

Forensic Discipline	Cases Completed in December
Toxicology – BAC	20
Seized Drugs	21
Biology	2 (DNA) 3 (screening)
Firearms – Blind Verification (BV)	2
Firearms – Blind Quality Control (BQC)	2
Latent Print Processing	2
Latent Print Comparison	11
Digital Forensics	1
Forensic Multimedia	0



Audits/Disclosures/Corrective Actions

- Firearms nonconformance involving incorrect case number on NIBIN lead report
 - Additional cases are still being reviewed (>170 reviewed so far, current error rate 2.4%)
- Quality investigation ongoing into two biology contamination events in November
 - Source of the contamination in one event not yet determined
 - Not staff
 - Not cross-contamination from other samples in the run
 - Not in vendor databases
 - DNA activity too low to determine the source in the second event
 - Laboratory “best practices” to prevent future contamination will be discussed January 10
 - Looking for potential procedural process improvements



2018 Proficiency Testing (PT)

Discipline		Tests in Progress	Number Completed	Comments
Seized Drugs		-	17	Complete for 2018
Toxicology		6	8	
Firearms		5	9	
Crime Scene Unit		-	22	Complete for 2018
Latent Prints		2	21	
Digital and Multimedia Unit	Audio/Video	-	8	Complete for 2018
	Digital	-	6	Complete for 2018
Forensic Biology		10	31	



2018 Testimony Data

- 54 of 150 analysts testified in 122 proceedings
- 49 of the 54 were monitored
 - 5 testified for work done prior to HFSC employment – no monitoring needed
 - All monitored in person except for 1 CSI monitored through transcript review
 - Independent of the transcript review project
 - Review completed by CSU management
- Quarterly transcript review
 - 21 transcripts requested in December; received 8
 - Total of 24 transcripts reviewed in project's first year



Detailed Data



Quality Division Notifications

Incidents, Corrective and Preventive Actions

Monday, January 7, 2019

9:22:56 AM

Page 1 of 2

	Quality Notified	Summary of Notification	Comments
Biology			
2018-112 IR	12/3/2018	A reagent blank was contaminated. The source could not be determined because the amount of contaminating DNA was too low.	
2018-113 IR	12/3/2018	A reagent blank was contaminated. The source of the contamination could not be determined.	
2018-115 IR	12/6/2018	A Forensic Biology case file was missing original documentation that was later located and reintroduced into the case record.	
Client Services/Case Management			
2018-116 IR	12/10/2018	A discrepancy in the suspect name was not caught during accessioning. The name on the outer evidence container differed by one letter from the name written on the evidence. Rather than being rejected in accordance with CS/CM policy, the evidence was sent to Toxicology for analysis.	
2018-119 IR	12/26/2018	Evidence labeled as a sexual assault kit was transported to HFSC and placed into Biology room temperature storage. It was later discovered the item was actually a toxicology kit that should have been stored in the Toxicology refrigerator pending analysis.	
Crime Scene			
2018-117 IR	12/14/2018	CSU SOP requires the assigned case and item numbers to be visible in comparative quality photographs. The information sheet which includes these numbers was not included in the photographs taken for these three cases.	

HFSC's Quality Division investigates nonconforming work and helps develop solutions in compliance with accreditation and legal standards. With regard to the items listed above, the Division has not detected any use of inaccurate results in a criminal proceeding.



Quality Division Notifications

Incidents, Corrective and Preventive Actions

Monday, January 7, 2019

9:23:00 AM

Page 2 of 2

	Quality Notified	Summary of Notification	Comments
2018-118 IR	12/14/2018	Case information indicated that a CSI collected a latent lift from the left rear window of a vehicle processed at the Vehicle Examination Building. However, there was no print attached to the lift card.	
Latent Prints			
2018-114 CAR	12/19/2018	Evidence with a multi-disciplinary request for analysis was processed for latent prints before the item was processed for DNA.	

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