

Texas Conference of Urban Counties
TechShare Program
TechShare.Juvenile and Juvenile Case Management System - Basic
2013 Resource Sharing Addendum

1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Juvenile and Juvenile Case Management System - Basic (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties"), the Texas Juvenile Justice Department ("TJJD"), and the Participant Local Governments.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Business Day: Business Day means a day of the week in which Urban Counties' administrative offices are open for ordinary business hours in the central time zone.
- 2.2. Calendar Day: Calendar Day means any consecutive day of the month/year without regard to whether Urban Counties' administrative offices are open for ordinary business, including all holidays and weekends.
- 2.3. Caseworker: Caseworker is the juvenile program management, data collection and state reporting client-server software program provided by the former Texas Juvenile Probation Commission to counties at no cost.
- 2.4. Go Live: Go Live is defined as the event whereby a Participant Local Government makes TechShare.Juvenile fully active so that the intended users can access it to support juvenile justice activities within the Participant Local Government.
- 2.5. JCMS.Basic: JCMS.Basic is defined as the web-based module developed to replace Caseworker software. The web-based module will be a component of TechShare.Juvenile that can be made available by TJJD to Texas counties. JCMS.Basic provides data collection and reporting capabilities based on state requirements and standards for juvenile case management.
- 2.6. JCMS.Basic County: JCMS.Basic County means a county accessing JCMS.Basic through arrangement with TJJD, and not as a Participant to this Resource Sharing Addendum.
- 2.7. Maintenance: Maintenance is defined as those services provided to maintain TechShare.Juvenile and JCMS.Basic in good working order, to keep it current with technology evolutions, to modify functionality to meet changes to legal or regulatory requirements, and to enhance functionality as agreed by the Participants as set forth herein.

- 2.8. Master ILA: The 2013 Master Interlocal Agreement For Participation In The Urban Counties TechShare Program (20130128) which was adopted by the Urban Counties Board of Directors on January 28, 2013.
- 2.9. Operation: Operation of TechShare.Juvenile and JCMS.Basic shall include provision of the Production Environment and overseeing the contracted operation services to insure the availability and safeguarding of the TechShare.Juvenile and JCMS.Basic and data stored therein.
- 2.10. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.11. Participant Local Government: Participant Local Government is defined as all Local Governments executing this Addendum.
- 2.12. Participants: Participants is defined as TJJD and the Participant Local Governments.
- 2.13. Parties: Parties is defined as the Participants and Urban Counties.
- 2.14. Production Environment: Production Environment is defined as the shared computer domain (hardware and software) designed to operate TechShare.Juvenile and JCMS.Basic for the Participants and JCMS.Basic Counties.
- 2.15. Production Version: Production Version is defined as that version of TechShare.Juvenile and/or JCMS.Basic that are/is made available in the Production Environment for use by Participants and JCMS.Basic Counties.
- 2.16. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Juvenile and JCMS.Basic, as provided for in the Master ILA.
- 2.17. TechShare.Juvenile: TechShare.Juvenile is defined as the full-featured Juvenile Case Management System, including all versions, to be utilized by the Participant Local Governments. TechShare.Juvenile includes all of the JCMS.Basic functionality and provides additional operational and management capabilities for counties for the purpose of supporting overall juvenile justice activities at the local level.

3. Term of Addendum

- 3.1. This 2013 Resource Sharing Addendum shall be effective from January 1, 2013 through and including August 31, 2015.
- 3.2. The budget and corresponding work plan at time of execution of this Addendum covers the period January 1, 2013 through December 31, 2013. Each Participant will be presented with subsequent budgets and corresponding work plans for subsequent periods within the term for approval.

4. Operation of TechShare.Juvenile and JCMS.Basic

- 4.1. Urban Counties will provide or contract for services to operate the Production Version of TechShare.Juvenile in the Production Environment for the Participant Local Governments; and will provide or contract for services to operate the Production Version of JCMS.Basic in the Production Environment for JCMS.Basic Counties.
- 4.2. TechShare.Juvenile and JCMS.Basic will be maintained to comply with, and to identify defects in accordance with, the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the current version of which is attached as Attachment A. Support will be provided in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan, the current version of which is attached as Attachment B.
 - 4.2.1. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, and any such revised version shall

automatically be substituted for the preceding version as Attachment A. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.

- 4.2.2. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Juvenile and JCMS.Basic System Support Plan, and any such revised version shall automatically be substituted for the preceding version as Attachment B. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Support Plan, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.

- 4.3. Urban Counties is not responsible for system response time and performance outside the Production Environment.
- 4.4. Urban Counties will provide an issue tracking system in order to support the reporting of issues and defects in the Production Versions of TechShare.Juvenile and JCMS.Basic.
- 4.5. Urban Counties will develop, publish and maintain an operations guide that will be used to manage issues and defects reported by the Participants.
- 4.6. Service Availability: The Production Versions of TechShare.Juvenile and JCMS.Basic in the Production Environment will be available for use seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance and updates.
- 4.7. Urban Counties will diagnose and correct defects in the Production Environment in accordance with the following service levels:
 - 4.7.1. Severity Level 1 – Critical, defined as a problem or outage that directly impedes a Participant Local Government's or JCMS.Basic County's ability to carry out essential business functions.
 - 4.7.1.1. Response provided within two (2) hours for all Severity Level 1 issues.
 - 4.7.1.2. Resolution by continuous work until either problem resolved by either permanent fix or temporary fix that allows Participant Local Government or JCMS.Basic County to resume essential business functions.
 - 4.7.2. Severity Level 2 – Urgent, defined as an issue or problem that hampers a Participant Local Government's or JCMS.Basic County's use of a function, but does not prevent the Participant Local Government or JCMS.Basic County from carrying out essential business functions. Deemed a high priority item for attention.
 - 4.7.2.1. Response provided within two (2) Calendar Days for all Severity Level 2 issues.
 - 4.7.2.2. Resolution by continuous work until resolved with either a temporary fix or patch or permanent resolution that allows Participant Local Government or JCMS.Basic County to resume normal operation of essential business functions.
 - 4.7.3. Severity Level 3 – Normal, defined as a defect or issue that, if corrected, would improve the use or functionality of the system. Deemed as a low priority.
 - 4.7.3.1. Response provided within five (5) Business Days for all Severity Level 3 issues.
 - 4.7.3.2. Resolution based on joint planning with the Participants to determine when to apply temporary fix or patch or permanent solution to address issue.

- 4.8. If a Participant Local Government or JCMS.Basic County desires a unique operation plan beyond the operation services described in this Section 4, the cost of such individual operation plan will be the responsibility of that Participant Local Government or JCMS.Basic County.
- 4.9. Urban Counties has the authority to make all necessary decisions to interpret severity levels and service levels.
- 4.10. If a Participant Local Government or TJJD (acting on behalf of a JCMS.Basic County) disagrees with a severity level or service determination made by Urban Counties, the Participant Local Government or TJJD may request a conference, to occur as expeditiously as reasonably possible for the parties, between the TechShare Development Manager and the IT Director of the Participant Local Government (or designee) or the IT Director of TJJD (or designee) for the purpose of discussing the severity level or service determination and attempting to resolve the disagreement.
- 4.11. If the conference as provided in 4.10. does not resolve a disagreement regarding a severity level or service level determination made by Urban Counties, the County or TJJD, as applicable, may have its Representative contact the Chairman of the Stakeholder Committee for the purpose of appealing the determination.
 - 4.11.1. The Chairman of the Stakeholder Committee shall call for a Stakeholder Committee meeting to discuss the appeal as expeditiously as reasonably possible for members of the Stakeholder Committee.
 - 4.11.2. The decision of the Stakeholder Committee shall be final.

5. Maintenance of TechShare.Juvenile and JCMS.Basic

- 5.1. Urban Counties will maintain or contract for services to maintain TechShare.Juvenile and JCMS.Basic in good working order in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan.
- 5.2. Maintenance does not include enhancement of functionality of TechShare.Juvenile or JCMS.Basic unless specific enhancements are included in the Work Plan, Budget and Cost Allocation as approved by the Stakeholder Committee and the Urban Counties Board of Directors.

6. 2013 Work Plan, Budget and Cost Allocation

- 6.1. The 2013 Work Plan, Budget, and Cost Allocation is attached as Attachment C.
- 6.2. As additional Participants execute this Addendum, or as desired changes to the budget or cost allocation are identified, the Board of Directors may approve changes to the budget or cost allocation contained 2013 Work Plan, Budget, and Cost Allocation. The Stakeholder Committee, with approval of the Oversight Committee, may approve changes to the work plan contained in the 2012 Work Plan, Budget, and Cost Allocation that do not require changes to the budget or cost allocation. If approved as set forth herein, the revised version of the 2013 Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment C so long as no Participant's costs are in excess of the amount previously approved by the Participant's governing body.
- 6.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2013 Work Plan, Budget, and Cost Allocation unless those excess costs are approved by the Participant's governing body.
- 6.4. Payments for costs set forth in the 2013 Work Plan, Budget, and Cost Allocation are due from each Participant on the respective dates in the 2013 Work Plan, Budget, and Cost Allocation. In the case of TJJD, payment will be made in accordance with the payment rules of the State Comptroller.

6.4.1. Costs as set forth in the 2013 Work Plan, Budget, and Cost Allocation for any Participant Local Government implementing TechShare.Juvenile during the term of this Addendum are due no later than 30 days after Go Live for the Participant Local Government.

6.4.1.1. Operation and Maintenance (O&M) Costs will be prorated for the Participant Local Government in accordance with the date of Go Live.

7. Implementation of TechShare.Juvenile and JCMS.Basic by Urban Counties

- 7.1. Urban Counties' member counties will implement JCMS.Basic and/or TechShare.Juvenile through Urban Counties.
 - 7.1.1. Urban Counties' member counties implementing only JCMS.Basic, and not executing this Addendum for the purpose of implementing TechShare.Juvenile, must execute the JCMS.Basic Use Agreement, Attachment D to this Addendum.
- 7.2. Urban Counties will work with each Urban Counties' member county to develop a detailed installation plan that will list the implementation activities, and the tasks and responsibilities of Urban Counties and the county.
- 7.3. No Urban Counties' member counties may implement JCMS.Basic and/or TechShare.Juvenile independent of Urban Counties (or TJJD in the event of implementation of JCMS.Basic through TJJD).

8. Implementation of JCMS.Basic by TJJD

- 8.1. Unless otherwise agreed in writing by Urban Counties and TJJD, non-Urban Counties member counties will implement JCMS.Basic through TJJD.
- 8.2. For every Juvenile Probation Department that implements JCMS.Basic through TJJD, TJJD and Urban Counties will work with the implementing Juvenile Probation Department to develop a detailed installation plan identifying implementation activities, and the tasks and responsibilities of the Department, the Urban Counties and TJJD. Each implementation plan must be approved in writing for Urban Counties by the TechShare.Juvenile Resource Manager and for TJJD by its Deputy Chief Information Officer or his/her designee. The standard implementation plan is attached as Attachment F, and material deviations from the standard implementation, as determined by either TJJD or Urban Counties, require the written consent of Urban Counties and TJJD.
- 8.3. For every Texas county that implements JCMS.Basic through TJJD, TJJD will ensure that the contractual agreements are in place to support the implementation, including the JCMS.Basic Use Agreement, Attachment D to this Addendum, and the Mutual Non-Disclosure Agreement for TechShare.Juvenile and JCMS.Basic, Attachment E to this Addendum.

9. TechShare.Juvenile Funding Formula

- 9.1. The funding formula for TechShare.Juvenile shall be based on population.
- 9.2. Each Participant Local Government's percentage of the Capital Costs of TechShare.Juvenile shall be equal to the percentage that the Participant Local Government's population represents of the total population of all Participant Local Governments, except that Dallas and Tarrant counties shall equally share the sum of their total Capital Costs. For the calculation of Capital Costs, population figures from the 2010 decennial census will be used.
 - 9.2.1. Notwithstanding section 9.2., the respective capital costs for Participant Local Governments other than Dallas and Tarrant counties that execute this Addendum during calendar year 2013 shall be calculated as if Local Governments with a collective population equal to 75% of the total population of all Urban Counties member counties are participating in this Addendum.

- 9.2.2. Participant Local Governments that pay capital costs calculated under section 9.2.1. shall not be eligible for any refund of capital costs as additional Participant Local Governments participate in this Addendum until such time as every Participant Local Government's respective capital costs equate to their respective costs as calculated in accordance with section 9.2.
- 9.3. Each Participant Local Government's percentage of the O&M Costs of TechShare.Juvenile, exclusive of TJJD's O&M Costs, shall be equal to the percentage that the Participant Local Government's population represents of the total population of all Participant Local Governments. For this calculation of O&M Costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent as of March 1 immediately preceding the start of the O&M period, will be used.
- 9.3.1. In accordance with section 4.2. of the Master ILA, a Participant Local Government eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional O&M Costs, an amount that in total for all TechShare Resources that the Participant Local Government shares equals the amount the Participant Local Government would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant Local Government, will be included in Attachment C.
- 9.4. The voting strength of Participants' representatives serving on the Stakeholder Committee is equal to each respective Participant's Capital Costs. For the expected Participants of Dallas County, Tarrant County and the Texas Juvenile Justice Department, voting strength is set forth in the following chart.

Voting Strength Calculation	Votes	Stakeholder Committee Voting Strength
Texas Juvenile Justice Department (TJJD)		
Development Costs 2013 Addendum:	497,268.00	
Original Transfer of Rights for JCMS.Basic:	3,500,000.00	
Total (TJJD)	3,997,268.00	33.71%
Dallas County		
Pre-Paid Capital 2013 Addendum:	410,246.10	
Original Capital Cost Allocation:	3,475,043.76	
Total (Dallas County)	3,885,289.86	32.77%
Tarrant County		
Pre-Paid Capital 2013 Addendum:	410,246.10	
Original Capital Cost Allocation:	3,563,325.23	
Total (Tarrant County)	3,973,571.33	33.51%
Total Costs for Calculation of Voting Strength	11,856,129.18	

10. Safekeeping of Source Code

- 10.1. Urban Counties shall place a copy of the then-current source code for each Production Version of TechShare.Juvenile and JCMS.Basic in escrow with a third-party escrow agent within 10 days of the effective date of this Addendum.

- 10.2. Thereafter, the source code for successive Production Versions of TechShare.Juvenile and JCMS.Basic shall be placed in escrow within 30 days of acceptance by the Stakeholder Committee of each Production Version.
- 10.3. Conditions of release of the source code to Participants will include (i) the filing of a petition for voluntary or involuntary bankruptcy of Urban Counties, which filing is not dismissed within 10 Business Days; (ii) a breach by Urban Counties of an obligation found in Section 16 of the Master ILA to provide the source code to a Participant; (iii) a failure by Urban Counties to make available TechShare.Juvenile in the Production Environment, which failure lasts more than three (3) Business Days, but excluding any failure beyond the reasonable control of Urban Counties; and (iv) in the event TJJD terminates its obligations under the contract for any reason, which triggers a release of only the source code for JCMS.Basic, and which may be satisfied by Urban Counties providing the source code for JCMS.Basic to TJJD directly rather than notifying the escrow agent of a release event.
- 10.4. Urban Counties shall provide TJJD a copy of the then-current source code for each Production Version of JCMS.Basic within 30 days of acceptance by the Stakeholder Committee, and at other reasonable times as requested by TJJD.

11. Sharing of Data

- 11.1. Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
- 11.2. The Parties acknowledge and agree that data within TechShare.Juvenile and JCMS.Basic will be accessible by other Parties and entities accessing JCMS.Basic through TJJD, in accordance with access levels set forth in section 58.306, Texas Family Code.
- 11.3. Each Party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile and JCMS.Basic through the Party are authorized to do so, and will use such data only as is legally permitted.
- 11.4. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure, or dissemination of confidential juvenile information under this Addendum.
- 11.5. Participant Local Governments agree that the following terms and conditions apply to the Participant Local Governments and their representatives regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile and/or JCMS.Basic:
- 11.5.1. Participant Local Governments and their representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
- 11.5.2. All users of TechShare.Juvenile and/or JCMS.Basic will be required, at the time of log-in, to acknowledge (a) the legal restrictions placed on access to and use of information maintained in TechShare.Juvenile and JCMS.Basic; (b) that use of TechShare.Juvenile and JCMS.Basic may be monitored and audited without the knowledge of users; and (c) that unauthorized access to or use of information may result in immediate revocation of a user's access, as well as reporting to appropriate authorities.
- 11.5.3. Participant Local Governments agree that TechShare.Juvenile and JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
- 11.5.4. Participant Local Governments understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.

- 11.5.5. Participant Local Governments shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 11.5.6. Participant Local Governments shall safeguard access to TechShare.Juvenile and JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 11.5.7. Participant Local Governments understand and acknowledge that violation of the conditions of the terms of this Addendum may cause the immediate revocation of all access to TechShare.Juvenile and JCMS.Basic granted to a Participant Local Government and/or its representatives.
- 11.5.8. Participant Local Governments shall agree that use of TechShare.Juvenile and JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a Participant Local Government's knowledge or prior notice.
- 11.6. Urban Counties and the TJJD shall limit access to Participant Local Governments' and JCMS.Basic counties' confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this agreement.
 - 11.6.1. Urban Counties and TJJD agree that under no circumstances shall Urban Counties and TJJD permit disclosure, access, distribution, copying, review, or examination of a Participant Local Government's or JCMS.Basic County's confidential or proprietary information by any other party not authorized herein.
 - 11.6.2. Confidential, proprietary information provided by a Participant Local Government or JCMS.Basic County shall not be modified or marketed without the written authorization of the Participant Local Government or JCMS.Basic County.
 - 11.6.3. All reasonable security precautions, at least as great as the precautions Urban Counties and the TJJD take to protect their own confidential information, but no less than reasonable care, shall be taken by Urban Counties and TJJD to prevent unauthorized use or disclosure of juvenile information.
 - 11.6.4. Urban Counties and TJJD shall cooperate with a Participant Local Government or JCMS.Basic County to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in TechShare.Juvenile or JCMS.Basic.

12. Participant Access to Information

- 12.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 12.1.1. the Master ILA and this Addendum;
 - 12.1.2. the workplan, budget, and cost allocation;
 - 12.1.3. list of Participants;
 - 12.1.4. information regarding Participants' Pre-Paid Costs, Capital Costs, and reimbursements of those costs;
 - 12.1.5. contracts with vendors providing goods or services directly for a Participant;
 - 12.1.6. the TechShare.Juvenile and JCMS.Basic System Support Plan;
 - 12.1.7. feature definitions, design documents and other technical plans proposed for consideration;
 - 12.1.8. training manuals and other training material;

12.1.9. records of expenditures; and

12.1.10. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to TechShare.Juvenile and/or JCMS.Basic, and meeting minutes.

12.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

13. TJJD License to Use TechShare.Juvenile

13.1. TJJD shall have a right to use TechShare.Juvenile for its sole use in its administrative offices and in facilities it operates, including remote use by staff of such offices and facilities.

13.2. TJJD's right to use TechShare.Juvenile shall continue for so long as it remains a Participant under this Addendum or a subsequent agreement for sharing operations and maintenance of TechShare.Juvenile and JCMS.Basic.

13.3. The limitation on TJJD's license under 13.2 does not prejudice any rights TJJD may obtain under the Master ILA should it contribute capital costs for TechShare.Juvenile.

14. Miscellaneous

14.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

14.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.

14.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

14.4. In order to maintain a current version of this complete Agreement, whenever Attachments A, B, or C become revised by automatic substitution, Urban Counties will issue those revised attachments to all Participants.

14.5. Urban Counties shall annually, or upon request, provide the Participants with information in its possession regarding the ethnic and gender makeup of Urban Counties staff, and the status of all vendors providing services for TechShare.Juvenile and JCMS.Basic as to whether such are recognized as historically underutilized businesses or minority or woman-owned businesses.

15. Termination

15.1. A Participating Local Government or TJJD may terminate its participation in this Addendum by providing written notice of termination to the Urban Counties at least ninety (90) days prior to termination, with copies of said notice to the other Participants. A Participant Local Government or TJJD may terminate its participation in this Addendum without prior notice of termination to Urban Counties in the event sufficient funds are not appropriated specifically to meet all of the entity's financial obligations under this Addendum.

15.1.1. It is the intent of the Parties that funds are specifically appropriated for a Participant's obligations under this Addendum if the governing body of a Participant (as well as the Texas Legislature, in the case of TJJD) approves funds within the Participant's budget. It is the

further intent of the Parties that funds are specifically appropriated for a Participant's obligations under this Addendum if staff of the Participant has represented, through the process of Stakeholder Committee approval of budgets, specific funds will be used for the payment of costs for the implementation, maintenance, and operation of TechShare.Juvenile or JCMS.Basic.

Example: At the time of execution of this Addendum, the Texas Legislature is contemplating a biennial budget that includes several strategies for TJJD. Included among them is:

- a. \$1.6 million for JCMS, of which amount \$600,000 (\$300,000 in both FY2014 FY2015) is for payment to Urban Counties for implementation services, and the remainder is for grants to counties;
- b. \$1.9 million of which \$1.3 million (\$650,000 in both FY 2014 and FY2015) is intended for payment to Urban Counties for operation and maintenance of JCMS.Basic. (The Parties are asking the Legislature to increase this amount by \$100,000 per fiscal year for JCMS operation and maintenance purposes.)

15.1.2. A Participant terminating for lack of sufficient appropriated funds shall continue participating to the extent funds are appropriated and the entity will work cooperatively with Urban Counties and the other Participants regarding the timing of the entity's termination of participation.

15.2. Upon termination by a Participating Local Government, Urban Counties shall remove the Participating Local Government's data from the shared TechShare.Juvenile and JCMS.Basic database and return to the Participating Local Government its data in an industry-standard electronic format. Urban Counties and the Participating Local Government shall work cooperatively on the timing of the return of the data.

15.3. Upon termination by TJJD, Urban Counties shall remove all JCMS.Basic County data from the shared TechShare.Juvenile and JCMS.Basic database and provide to TJJD data belonging to all JCMS.Basic counties in an industry-standard electronic format. Urban Counties and TJJD shall work cooperatively on the timing of the return of the data.

15.4. Upon notification to Urban Counties by TJJD that a JCMS.Basic county that entered into a JCMS.Basic Use Agreement with TJJD has terminated the JCMS.Basic Use Agreement, then Urban Counties shall remove the JCMS.Basic county's data from the shared TechShare.Juvenile and JCMS.Basic database and provide to TJJD data belonging to that JCMS.Basic county in an industry-standard electronic format. Urban Counties and TJJD shall work cooperatively on the timing of the return of the data.

16. Attachments Incorporated

16.1. The following attachments are incorporated in this Addendum as if fully set forth herein:

- 16.1.1. Attachment A: TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements;
- 16.1.2. Attachment B: TechShare.Juvenile and JCMS.Basic System Support Plan;
- 16.1.3. Attachment C: Work Plan, Budget and Cost Allocation (for the period of the Addendum);
- 16.1.4. Attachment D: JCMS.Basic Use Agreement;
- 16.1.5. Attachment E: Mutual Non-Disclosure Agreement for TechShare.Juvenile and JCMS.Basic;
- 16.1.6. Attachment F: JCMS.Basic Standard Implementation Plan;
- 16.1.7. Attachment G: TechShare.Juvenile Version 1.9.x Scoping Document; and

16.1.8. Attachment H: TJJD Terms and Conditions (applicable to Urban Counties only).

17. Approval Necessary for Addendum to be Effective

- 17.1. The 2013 Work Plan, Budget and Cost Allocation assume initial approval of this Addendum by Dallas and Tarrant counties, and by TJJD.
- 17.2. This Addendum shall not be in effect as to any party until approved by Dallas and Tarrant counties.
- 17.3. In the event this Addendum is not approved by TJJD, then the Participating Local Governments will work cooperatively with TechShare staff to revise the 2013 Work Plan, Budget and Cost Allocation as necessary to reflect the actual level of participation and funding.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

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COUNTY OF COLLIN

By:

Title:

Date:

ATTEST:

By:

Title:

Name and Address for Purposes of Notice:

Judge Keith Self
2300 Bloomdale, Ste 4192
McKinney, TX 75071

COUNTY OF DALLAS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

COUNTY OF DENTON

By: Mary Horn

Title: County Judge

Date: 8/27/2013

ATTEST:

By: [Signature]

Title: Deputy Clerk



Name and Address for Purposes of Notice:

Kevin Carr

Department of Technology Services

701 Kimberly Drive, Suite 295

Denton, Tx. 76208-6301

COUNTY OF TARRANT

By: B. Elm Whitty

Title: Tarrant County Judge

Date: 5-7-13

ATTEST:

By: _____

Title: Deputy

Name and Address for Purposes of Notice:

Tarrant County

100 E. Weatherford

Ft Worth Tx 76196

TEXAS JUVENILE JUSTICE DEPARTMENT

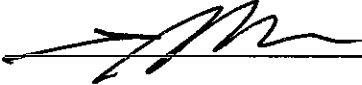
By: Mike Zyl/HS

Title: Executive Director

Date: 3-28-13

Name and Address for Purposes of Notice:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

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TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements

Performance Service Levels



Contents

Overview	19
Target Production Service Levels	19
Purpose	19
Concurrent Users	19
Web Traffic Service Levels	20
Scheduled Tasks Service Levels	20
Data Migration Service Levels	21
Web Service Invocation Service Levels	21
Target Performance Benchmark Server Service Level.....	22
Purpose	22
Environment.....	22
Service Levels.....	23
Testing Process to Verify Performance Service Levels.....	23
New Software Features	23
Existing Software Features	23
Process to Address Shortfalls in Performance Service Levels	24

1. Version Information

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1.0	09/03/2010	James Hurley	Initial Version	09/03/2010
1.1	09/08/2010	James Hurley	Revisions from Technical Committee Meeting 09/08/2010	09/08/2010
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Participant Approval			
Approver Name	Project Role	Signature/Electronic Approval	Date
	Dallas County		
	Tarrant County		
	TJJD		
	Headspring		

Overview

The purpose of this document is to outline the following areas related to performance service levels for JCMS.

- Target Production Service Levels
- Target Benchmark Server Performance Service Levels
- Testing Process to Verify Performance Service Levels
- Process to Address Shortfalls in Performance Service Levels

Unless otherwise noted, "JCMS" shall refer to both TechShare.Juvenile and JCMS.Basic.

Target Production Service Levels

Purpose

The Target Production Services Levels are the responsibility of the Urban Counties. The Consultant will provide support as needed. The aggregate performance of the system in a production configuration must support service levels based on the projections of the number of users and the volume of transactions for each user. These service levels will fluctuate as more users are added to the system. The system must be scalable in order to meet these changing service levels. Scalability can be achieved through horizontal scaling. Horizontal scaling involves adding more servers to a cluster to handle the additional volume.

JCMS and its associated components serve many different types of transactions. Each has their own unique criteria for processing and therefore their unique service levels.

This document provides the expected Services Levels within the following areas:

- Web Traffic
- Scheduled Tasks
- Data Migration
- Web Service

Within each section, service levels are based on the following projection of users for the counties of Dallas and Tarrant, and the JCMS.Basic Counties:

JCMS Users	Logged In Users	Concurrent Users*	Transactions per Minute
6500	975	650	1300

**Assumes 10% of users are on concurrently*

Concurrent Users



In JCMS, a concurrent user is defined as a logged in user who is actually running transactions on the system. A logged in user is signed on to the application but is idle.

Web Traffic Service Levels

Web traffic is the HTML transactions which the application serves. This HTML traffic is the human readable traffic which is viewable in a user's browser. In JCMS, for example, web traffic consists of users logging to the application, searching for juveniles, adding information about juvenile, and viewing forms.

Web Traffic throughput is the number of HTML transactions a system can process in a given amount of time. In JCMS we are measuring throughput as the number of page views which can be processed per minute from the point of view of processing time. A **page view** is the request to load a single HTML page from a server.

Processing Time is the measure of time it takes for a server to receive a request, fill the request, and send the response. *Processing time does not include the latency it takes for the request to reach the server from the client and for the response to reach the client.*

Measure	Target
Web Traffic Throughput	1100 transactions / min

Response Time is the measure of the total amount of time, from the client's perspective, a system takes to process a HTML request. This includes the processing time of the system and the latency time it takes for the request to reach the server and the response to be returned to the client. **Latency** is the measure of time delay in a system. In JCMS latency is the measure of delay relating to network congestion, security measures such as VPN, and client computer processing.

Response times can vary based on the complexity and/or data involved in the web traffic transaction. The JCMS web traffic transactions have been grouped into categories and each category has been assigned a response time target. In the JCMS application each page will be associated with a category and the response time measured for the page.

Response Time Categories	
Measure	Target
Search/Pick	3 sec
View/Add/ Update	3sec
Upload/View Attachment	10 sec
Report/Maintenance	20 sec
Login/Logout	2 sec
Workflow/Messaging	3 sec

Scheduled Tasks Service Levels

Scheduled tasks, also known as batch jobs, are time based transactions which execute against the system typically used to integrate with 3rd party applications, produce reports, and execute periodic business events. JCMS has several scheduled tasks used which run periodically throughout a business day. While these specific tasks do not directly impact users, they do provide imported data and update the system. It is imperative for these types of transactions to run in a timely manner to prevent a backlog and to impact users.

The **scheduled task throughput** is the measure of number of transactions which are processed a given period of time. In the case of JCMS, this is defined as the number of tasks processed per minute.

Measure	Target
Scheduled Task Throughput	100 transactions / min

Data Migration Service Levels

As functional updates are made to an application, periodically database changes will need to be made in order to support the new functionality. These database changes sometimes require data already in the database to be altered due to the database change. In these cases, migration scripts are written to migrate the data from the previous format to the new format. Typically, the application is taken off-line in order to perform a functional update, especially one involving database changes. In order to minimize the downtime of the application, migration scripts must run quickly and efficiently.

The **data migration script execution time** is the measure of time it takes for a single database migration script to process.

Measure	Target
Data Migration Script Execution Time	20 min

Web Service Invocation Service Levels

A **web service** is a software transaction designed for machine-to-machine communication over the network. Web services are used to integrate systems. A web service can expose the same functionality as a web page such as viewing data, adding data, and editing data. Web services can be used in both synchronous and asynchronous methods of communication. In synchronous communications, the response time of the web service is critical, much like the response time of a web page. JCMS uses web services to integrate with 3rd party applications.

The **web service invocation throughput** is the measure of the number of transactions processed in a period of time. In the case of JCMS, this is defined as the number of transactions processed per minute.

Measure	Target
Web Service Invocation Throughput	300 transactions / min

Response Time is the measure of the total amount of time, from the client's perspective, a system takes to process a web service request. This includes the processing time of the system and the latency time it takes for the request to reach the server and the response to be returned to the client.

Measure	Target
Web Service Invocation Response Time	1 sec

Target Performance Benchmark Server Service Level

Purpose

The purpose of this section is to outline the service level targets for the application when tested in the Benchmark testing environment. This environment will be used to test and verify the software deliverables and raise any potential shortfalls for resolution.

Environment

In order to verify the performance service levels the application is benchmarked on a single server with a constantly defined set of attributes. The performance benchmark server will consist of a web server and database server defined with the specified hardware and software configurations:

Web Server Configuration

Component	Value
CPU	2 proc * 2.26 GHz
RAM	4 GB
Network Bandwidth	1 GB
Operating System	Windows Server 2008 64-bit
Application Server	IIS 7
Hard Disk Configuration and RPM	10,000 RPM

SQL Server Configuration

Component	Value
CPU	2 proc * 2.26 GHz
RAM	8 GB
Network Bandwidth	1 GB
Operating System	Windows Server 2008 64-bit
Database Server	Microsoft SQL Server 2008
Hard Disk Configuration and RPM	10,000 RPM

Note: These are physically two separate servers.

The performance tests executed to validate the JCMS application performance requirements will be a set of well defined test cases which cover the areas of the system which allow each of the service levels to be measured. These test cases will be used consistently in order to ensure repeatable results.

Server Load Requirements in Order to Meet Target Response Times

In addition to the server configuration and test cases, other variables in the environment must also be consistent. The benchmark server environment will not exceed the following values when verifying the response times of the application.

Component	Value
CPU Utilization	Will not exceed 65% utilization
RAM Utilization	Will not exceed 50% utilization
Disk Utilization	Will not exceed 65% of disk storage capacity
Network Utilization	Network Latency will not affect the controlled environment

Service Levels

The above benchmark server configuration will support the following service levels, which are a subset of the performance service levels. These service levels only apply as they are included in performance test cases or feature packages as outlined in the *Testing Process to Verify Performance Service Levels* Section.

Measure // Service Level Categories	Target
Web Traffic Throughput	300/min
Web Traffic Response Time	
Search/Pick	3 sec
Add/ Update	3 sec
Upload/View Attachment	10 sec
Report/Maintenance	20 sec
Login/Logout	2 sec
Workflow/Messaging	3 sec
Data Migration Script Execution Time	20 min
Scheduled Task Throughput	30/min
Web Service Invocation Throughput	150/min
Web Service Invocation Response Time	.5 sec

* Targets reflect desired performance in an isolated and controlled “benchmark” environment where network latency will not affect the response times.

Testing Process to Verify Performance Service Levels

The following outlines the process for applying and testing the target service levels against the system.

New Software Features

The following applies to the new features and feature packages that are implemented during the amended agreement. During Technical Design, the Urban Counties and Consultant will mutually agree to target performance service levels by assigning the feature to one or more Performance Service Level Categories as outlined in the Service Levels section on Page 23. Following each sprint, the Urban Counties will benchmark the actual performance against the target performance as a part of the acceptance testing process. If the actual performance does not meet the target performance levels, Consultant and Urban Counties will use the process as outlined in the *Process to Address Shortfalls in Performance Service Levels* outlined later in this document.

Existing Software Features

Specific performance test cases will be defined to test the performance service level targets against the existing software developed through Release 7(JCMS 1.07). The Urban Counties and Consultant will work together to define mutually agreeable performance test cases. Following final development and agreement on the performance test cases and execution of the tests, if the actual performance does not meet the target performance levels, Consultant and Urban Counties will use the process as outlined in the *Process to Address Shortfalls in Performance Service Levels* outlined later in this document.

Process to Address Shortfalls in Performance Service Levels

This section outlines the process that will be followed if a tested feature of the system does not meet the stated target performance service levels. Upon notification of a shortfall from actual performance to target performance, the following will process will be followed:

- Urban Counties will notify Consultant with the details of the feature tested, the performance test category being tested, and the test results.
- Consultant and Urban Counties will meet to review the feature or test case that did not meet the performance targets and develop a mutually agreeable mitigation plan which may include an adjustment to the service levels. If the mitigation plan requires a change in service levels then the Oversight Committee must approve.
- If the mitigation plan requires a change in contract amount or feature priority, then Urban Counties will deliver or present the mitigation plan to the Oversight Committee for consideration.
- If the mitigation plan requires an increase to the overall project budget, then the Urban Counties will required to get the approval of the governing bodies of the participants.

TechShare.Juvenile and JCMS.Basic System Support Plan



Version Information

Version History				
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1.1	02/01/2011	Johnny Manns		
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1.4	03/11/2011	Johnny Manns	Revisions and Problem Ticket Management Appendix A	
1.5	05/27/2011	Johnny Manns	Revisions and On Call/After Hours Support Appendix B	
1.6	05/19/2012	Charles Gray	Update for Resource Sharing Addendum	

Table of Contents

Introduction	28
Goals.....	28
Objectives.....	28
Scope	28
Approach.....	29
Help Desk Support.....	30
Overview	30
Definitions	30
Problem Ticket Management.....	31
Support Structure.....	32
Help Desk Help Desk Services.....	32
Help Desk Workflow	35
Production Operations.....	36
Overview	36
Production Operations Services	36
Release Management	37
Overview	37
Release Management Approach	37
Release Management Services.....	37
Acceptance Testing.....	38
Acceptance Testing Process	38
Application Deployment	39
QA Usability Testing	40
Core User Guide Management	41
Appendix A –Warrant Service Levels	42
Appendix B - Problem Management.....	43
Appendix C – On Call/After Hours Support	45

Introduction

Goals

The goal of this Systems Support Plan is to address, define and document expectations and procedures relevant to:

- ▶ Systems Support Design, Approach and Methods for ongoing operations
 - ◆ Help Desk
 - ◆ Production Operation
 - ◆ Release Management
 - ◆ Application QA Testing
 - ◆ User Guide Management
- ▶ Systems Support Delivery
- ▶ Systems Support Roles and Responsibility

Objectives

This plan is presented to:

- ▶ Formalize TechShare Help Desk as the support provider for TechShare.Juvenile and JCMS.Basic
- ▶ Define the TechShare Help Desk's Production Operations and Reporting responsibilities
- ▶ Define the county agency, Texas Juvenile Justice Department and Urban Counties problem management roles and responsibilities, as they relate to the TechShare Help Desk
- ▶ Define the problem management methodology and support structure within which TechShare.Juvenile and JCMS.Basic support occurs
- ▶ Define the TechShare Help Desk's QA Testing and Materials Management roles and responsibilities

Scope

The scope of this plan is to define; the initial concept for the TechShare Help Desk and the associated support roles and responsibilities of the unit, and to document procedures to be used within the unit to fulfill support obligations.

Approach

The approach for establishing the TechShare Help Desk as a unit that will perform support responsibilities is to:

- ▶ Define the primary responsibilities of TechShare.Juvenile and JCMS.Basic Production Management as
 1. Help Desk Support for TechShare.Juvenile and JCMS.Basic
 2. Production Operations Management
 3. Release Management
 4. Application QA Testing
 5. Maintenance of the Baseline User Guide
- ▶ Define the guidelines, role/responsibilities, and procedures associated with these TechShare.Juvenile and JCMS.Basic Production Management activities (*these processes will interact with each other and may be adjusted after implemented to facilitate process improvement*)

With these items defined and the TechShare Help Desk formalized, the processes and procedures will be institutionalized as the unit's methodology.

Help Desk Support

Overview

The following describes the processing path for issues and defects including decision points for escalation and defect management to be utilized and integrated into the TechShare Help Desk. Specific warranty service level details (i.e., respond resolve timelines) required for support staff availability and levels of service related to TechShare.Juvenile and JCMS.Basic consistent with the Service Levels documented in **Appendix A**.

Definitions

Term	Definition
End Users	County and external agency personnel who utilize the systems in completing their daily work activity
TechShare Help Desk	Conference of Urban Counties (Urban Counties) staff who: ▶ Monitor/track/resolve and/or properly route/close Problem Tickets and emergency End User calls regarding properly escalated TechShare.Juvenile and JCMS.Basic issues ▶ Facilitate defect resolution
Problem Ticket	An issue logged into the issue management system and saved in order to acquire an assigned ticker number
Issues	User experiences which have an adverse impact if not resolved, or are of concern to the user, and require escalation in a Problem Ticket to the TechShare Help Desk include: ▶ Application Defects – Problems encountered with Application features functioning as designed and/or as identified in the technical requirements ▶ Business Need – recommendations for improvement to the application that may require additional development ▶ Performance Problem – problem related to system connectivity or speed ▶ Training Material Issue – Problems encountered with User Guide and/or recommendations for improvement of those materials ▶ Database Issue – Problems with system tables ▶ Enumeration Issues – Problems with hard coded system values
Severity Level 1 Issue	Critical issues: defined in Appendix A as a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues

Severity Level 2 Issue	Urgent Issues: defined in Appendix A as problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues
Severity Level 3 Issues	Normal Issues: defined in Appendix A as problems that, if corrected, would improve the use or functionality of the system, low priority
HIMS	Help Desk Issue Management System – software application initially used by support staff (<i>at the time of help desk implementation</i>) for Problem Tracking to document and track issues
SLA	Service Level Agreement: service expectations agreement between the party being served (customer, i.e. users) and the serving party
Tiers of Support	Distinctive units and/or individuals that provide support along the Problem Ticket escalation path, by addressing particular ticket types, using the Problem Ticket to document/track status of the issue to resolution and/or closing of the ticket
Problem Ticket Escalation	Movement of a Problem Ticket from one tier of support to a higher tier

Problem Ticket Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted." Definitions for all status labels to be used are included in **Appendix B**.

Basic Status Definitions

Submitted	Status of a new Problem Ticket until reviewed by the Help Desk
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or other entities and currently under evaluation or correction.
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.
Closed to Backlog	Feature change or a usability issue.
Closed – Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of the system.

Support Structure

Expectations for support staff include the designation of “Tiers of Support.” The use of tiers will ensure that each problem ticket is viewed quickly by county or local agency support staff, then resolved or properly routed to the TechShare Help Desk. Documentation must be made available to the TechShare Help Desk when planning county implementation, which detail the specific county and associated agency internal escalation procedures for Tier 1 and Tier 2. This documentation should include identification of primary and secondary contacts, and escalation activities within the participating county (and their local agencies) in order to effectively manage expectations across all tiers of support.

Tier 1 and Tier 2 – County and Local Agency Support staff that assess, document, resolve and close problem tickets within their county or agency as defined in internal procedures (consultation with TJPC in some instances may be required) and/or escalate tickets to Tier 3. Designees of Tier 2 will call and/or detail the issue in a HIMS Ticket. HIMS instructions are defined in **Attachment B**. They will also escalate any issues clarified as TechShare Help Desk responsibilities when defining SLAs (i.e., defects, performance problems, service requests, etc.) by properly documenting the issue in a Problem Ticket, properly categorizing the issue and assigning it to Tier 3. For TechShare.Juvenile, each participating organization will assign a local Product Owner who is responsible for performing these duties. For JCMS.Basic, the Texas Juvenile Justice Department (TJJD) will assign a Product Owner who is responsible for performing these duties.

Tier 3 – TechShare Help Desk staff comprised of Urban Counties staff that will support Tier 2 staff as information resources and receive escalated Tier 3 tickets (i.e., Defects, Performance Problems, Service Requests, Activity and Business Needs Issues. Rules for communication between Tier 2 and Tier 3 depend on the issue’s severity level. The following table contains instruction for how Tier 2 communicates with Tier 3.

	Issue Severity Level	Communicate Issue to Tier 3 by:
Tier 2	1	• Call TechShare Emergency Line • Open HIMS Ticket
	2	• Open HIMS Ticket
	3	• Open HIMS Ticket

Help Desk Services

Participating organizations will designate key Tier 1 and Tier 2 staff that will perform the first review and assessment of issues. Issues will be documented as a problem ticket only if it is a Tier 3 issue. If/when issues are escalated to Tier 3, the problem ticket will be assessed by TechShare Help Desk staff to verify understanding of the issue and validate that it is properly documented and categorized. Improperly documented or unclear problem tickets will be returned to the sender for

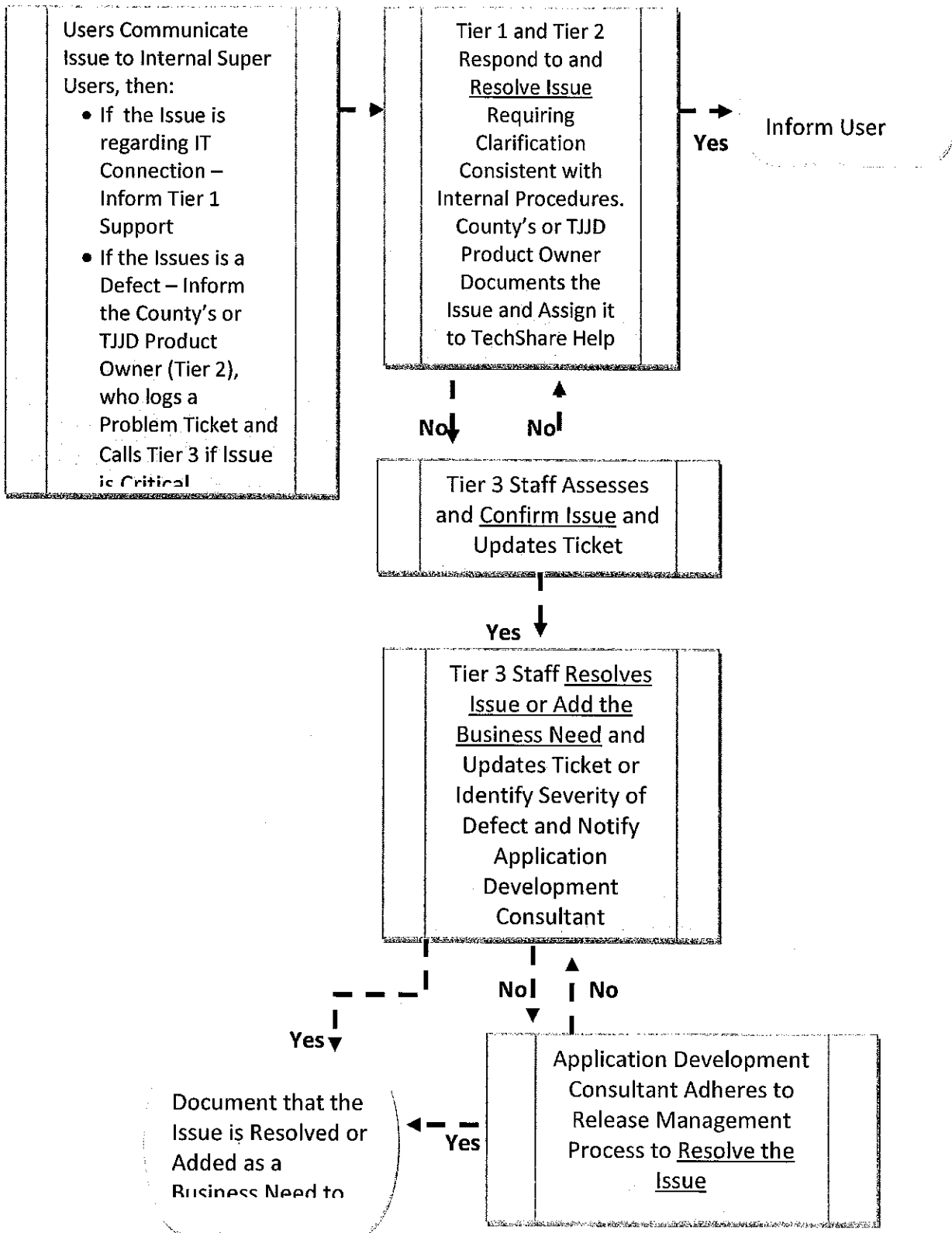
correction/clarification. The goal of Tier 3 in handling problem ticket will be to resolve/close the issue or escalate it by assigning it to the authority who can ultimately resolve/close the ticket.

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Problem Tickets	Problem Management	Tier 1 <i>County, Local Agency, or TJJD</i>	▶ Phone support for End Users ▶ Report Issues 24/7 (based on local procedures) to Tier 2 staff who document issues into the problem tracking system
		Tier 2 <i>County, Local Agency, or TJJD</i>	▶ Document issues in problem tracking system, resolve and monitor issues for status updates, close Tickets covering resolved issues 24/7 (based on local procedures): ▪ Communicate with End Users ▪ Assess Business Needs recommendations and Resolve issues that require Business Rule clarification ▪ Resolve issues that relate to county configurable tools ▪ Resolve user access and permissions issues ▪ Update county configurable TechShare.Juvenile or JCMS.Basic values ▶ Escalate tickets to Tier 3 ▶ Call Tier 3 regarding Critical Issues
		Tier 3 <i>Tech Share Help Desk</i>	▶ 24/7 Emergency Phone Support ▪ Maintain around the clock availability ▪ Address all issues in accord with Service Level Requirements ▪ Institute and Maintain an On Call/After Hours Support Methodology (Appendix C) consistent with Appendix A ▶ Process Incoming Problem Issue Tickets during regular business hours: ▪ Validate issue as a Tier 3 issue and route properly for resolution ▪ Address performance issues ▪ Address Database issues ▪ Update system tables ▪ Resolve issues that relate to configuration

			▪ Feature issues - move to Backlog ▶ Use a dedicated phone line to receive calls from and contact county Tier 2 staff. ▶ Facilitate successful completion of schedules Network Events and facilitate reversal of system outages ▶ Facilitate Problem Management Meetings Escalate Feature-Bugs HIMS Tickets (<i>Defect Management Process defined in project Statement of Work Warranties</i>)
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Help Desk Workflow

(the primary action for the individual steps in this process are underlined)



Production Operations

Overview

Information in this section is intended to define the operational responsibilities to be fulfilled by TechShare Help Desk management for purpose of supporting the systems during production operations. Identification of a Systems Support Manager responsible for designing and documenting the methodologies to be used and to manage these responsibilities is required. TechShare Help Desk staff will perform and/or assist other CUC staff in performance of these duties.

Production Operations Services

FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Production Operations	Systems Support	TeshShare Help Desk Manager or Agent	▶ Monitor and Enforce SLAs: ▪ Define/Monitor the Support SLAs with Counties ▪ Monitor Vendor SLA status for development as well as Network and Server Services ▪ Enforce SLA obligations ▶ Coordinate New Agency On-boarding Activities ▪ Establish County/TechShare.Juvenile or JCMS.Basic Environments Connectivity ▪ Data Conversion ▪ Data Validation ▪ Pilot ▶ Coordinate Planned Network Events/Outages and communicate to County Contacts
	Security Management	TechShare Software Dev Manager	▶ Provide Security Management Plan ▶ Manage Master Data Tables ▶ Disaster Recovery ▪ Document Disaster Recovery Procedures ▪ Facilitate testing of transitions
Reporting	Performance Reports	TechShare Help Desk Manager or Agent	Help Desk Reports including:
			▶ Open Issue Status (Number and Category of tickets opened, trends and outstanding issues) ▶ SLA Status (Respond/Resolve statistics) ▶ Network Availability (Network connectivity stats) ▶ Website Stats
			Help Desk Evaluation (results or periodic surveys)
			Vendor Evaluation and Performance Monitoring Reports: status for 3rd Tier Support (did they pass/fail SLA)

Release Management

Overview

This section provides expectations for managing Application releases, by identifying the approach as well as the associated roles and responsibilities. Procedures for Application Release Management include deployment of code generated to resolve defects as well as for deployment of code developed as a result of the Feature Definition, Design and Approval Process.

Release Management Approach

The approach for establishing the Release Management approach for organized, scheduled distribution of code to the user community, is to define the Release Management services, roles and responsibilities. The following table includes release management considerations for releasing code to correct defects and deploy Features.

Release Management Services

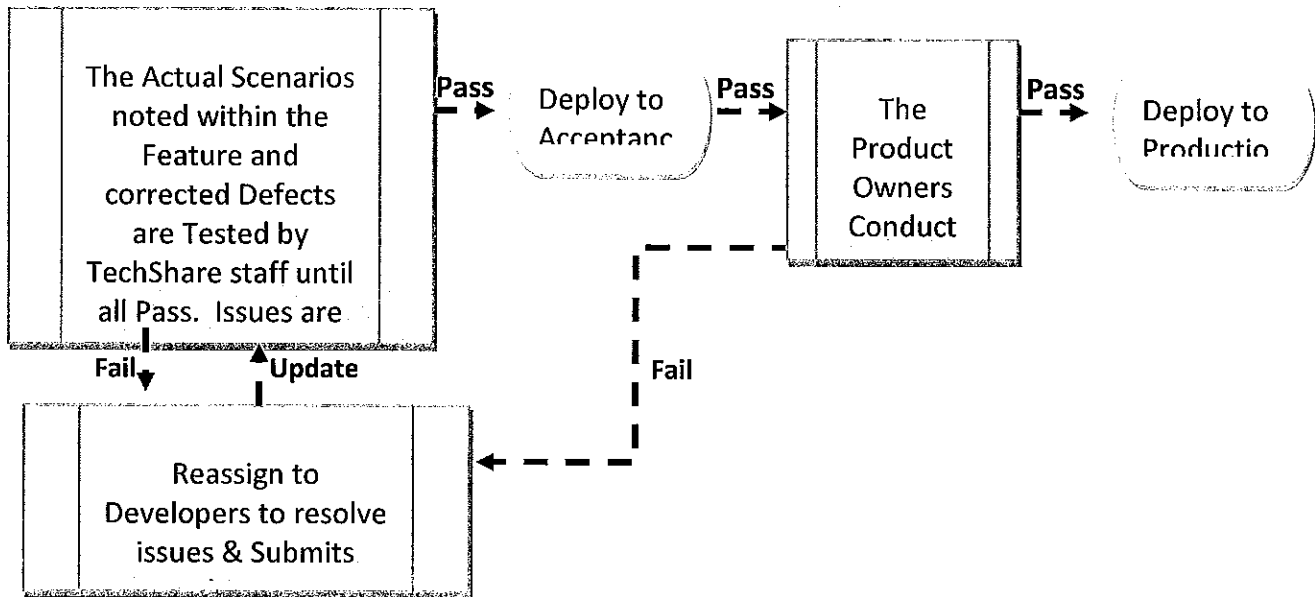
FOCUS	SERVICE	ROLE	RESPONSIBILITIES
Defect Management	Systems Support	Tier 2, Tier 3 & CUC Staff	▶ Analyze Issue ▶ Open Problem Ticket defining Defect ▶ Update Problem Ticket Status ▶ Assign Issue to Developer and Test code update
Feature & Defect Testing	Testing QA & Oversight	TechShare Help Desk/QA Manager or Agent	Acceptance Testing responsibilities include: ▶ Document and Formalizing Acceptance Testing methodology (current methodology is defined by the Pre Production Defect Management Process) ▶ Design Actual Test Scenarios for Feature Acceptance Testing, as well as for defect fixes when applicable ▶ Ensure that all requirements noted as "Actual Test Scenarios" noted within the Features are tested and function as designed prior to delivery to the county for testing ▶ Ensure that all Issues/Exceptions found during testing are documented and resolved before code deployment ▶ Coordinate acquisition of County Certification upon completion of test ▶ Oversight manage the migration of Acceptance Test

			functionality into Release Test Scripts
	Acceptance Testing	Tier 3 & County /Local Agency Staff	▶ Test functionality of system updates as defined in Features and/or other release documentation ▶ Test functionality of system updates to fix defects ▶ Document Test Issues/Exceptions in Problem Tickets and route appropriately
	Performance Testing	TechShare Help Desk Staff	▶ SLA Performance Testing
Application Deployment	Deploy New Code	TechShare Development Center Manager or Agent	▶ Verify that the version of the Application is correct ▶ Deploy code to the all environments ▶ Apply Configuration changes to all environments

Acceptance Testing

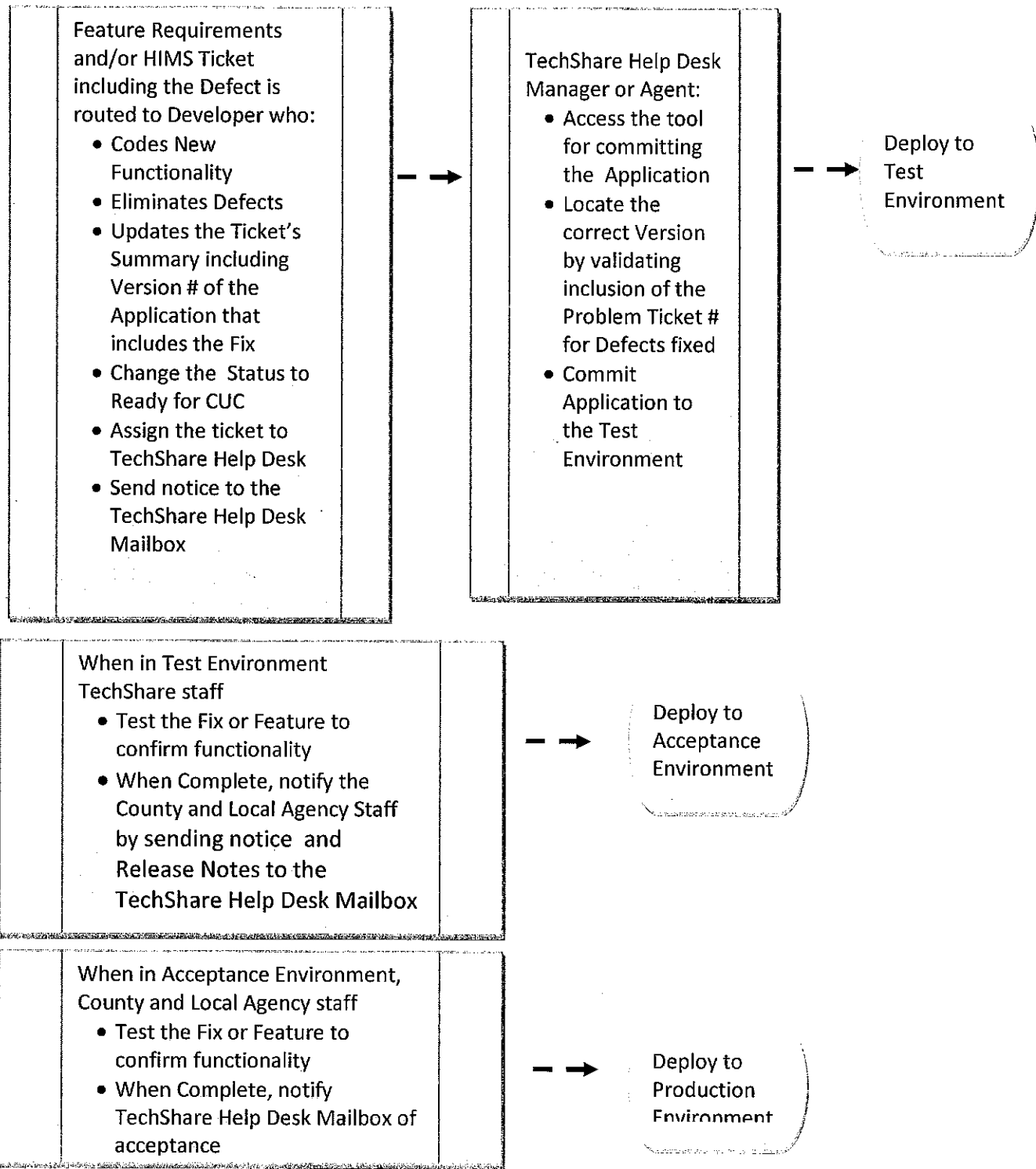
The purpose of Acceptance Testing is to verify that the application works in an integrated manner and to validate that the requirements have been implemented into the software according the design specifications, before submitting the application for testing in the county(s). This phase of testing serves as the bridge between development and implementation, and it confirms that the system performs as designed and fulfills functional requirements.

Acceptance Testing Process



Application Deployment

Deployment of updated code will take place when developer correction of defect or Feature function is complete. A HIMS ticket will be generated to describe any defect including those noted during Feature testing. The process for handling these tickets is represented in the workflow above. The following diagram depicts the movement of new features and fixes from development to production, if/when no issues exist that require developer intervention.



QA Usability Testing

The ongoing practice of developing and coordinating iterations of Usability Testing will continue as a function managed by the QA Test Manager. The responsibilities include:

- ▶ Coordinate meetings required for designing scenarios for Usability Testing
- ▶ Coordinate development of test tools and manage test schedule
- ▶ Facilitate test sessions and training of assisting resources
- ▶ Compile test data and report test results

Core User Guide Management

A baseline copy of User Guide will be managed by the TechShare Help Desk. TechShare.Juvenile and JCMS.Basic User Guides, and a Training Guide were generated for pilot testing or are currently in production. The documents will be updated prior to implementation of the new version of the systems. Responsibilities for maintaining the User Guide include:

- ▶ Design and document a methodology for managing the baseline User Guide
- ▶ Tracking system updates and documenting the changes within the User Guide and/or communiqués to the user community
- ▶ Manage the repository for training material

Appendix A – Service Levels

The following table includes details of the contractually required service availability and levels of service to be provided, related to TechShare.Juvenile and JCMS.Basic.

Service Level	Definition	Service Level Requirement
Severity Level 1 Issue	Critical Issues: a problem or outage that directly impedes client's ability to carry out essential business functions, highest priority issues, have precedence over Level 2 and Level 3 Issues	95% Response within 1 hr 100% response within 2 hrs - Participant and Urban Counties must designate management rep responsible for review of problem and concurring with Level 1 designation and plan for resolution - Resolve according to plan and consult until resolved with temporary fix, patch or permanent solution
Severity Level 2 Issue	Urgent Issues: problems that hamper the client's use of a function, but does not prevent carrying out essential business functions, high priority issue, secondary to Level 1 issues but have precedence over Level 3 Issues	95% Response by next Calendar Day 100% within two Calendar Days. - Resolve by continuous work during normal business hours until resolved with temporary fix, patch or permanent solution
Severity Level 3 Issues	Normal Issues: problems that, if corrected, would improve the use or functionality of the system, low priority	95% Response within 3 Business Days of impact assessment and planning for release 100% within 5 Business Days - Resolve by joint planning with funding counties - Permanent fix, to follow a temporary fix, is assigned its own severity level

Business Day means a day of the week in which Urban Counties' administrative offices are open for ordinary business hours in the central time zone.

Calendar Day means any consecutive day of the month/year without regard to whether Urban Counties' administrative offices are open for ordinary business, including all holidays and weekends

Appendix B - Problem Management

The default status of all problem tickets when saved by an individual opening a ticket is "Submitted." Definitions for all status labels to be used are:

Status Definitions Table

Status	Definition	Action to Take
Submitted	Status of a new Problem Ticket until reviewed by the Help Desk	• Change Status to In Progress, • Update the Summary (starting below the current summary info) with the current Date, your initials and the action you are taking • Assign the ticket to appropriate support personnel then • Save the ticket • Send an email to the support entity to whom the ticket is assigned giving the issue number in the subject and a brief description within your email(copy and paste the original issue summary) • Document specifics of the ticket in the HIMS Assessment Spreadsheet
In Progress	Issue submitted, assigned to Product Owner, Urban Counties Staff, or Headspring and currently under evaluation or correction.	After the issue is resolved • Update the ticket status to Ready for Help Desk to Test • Assign the ticket to TechShare Help Desk
Ready for Help Desk to Test	Status assigned to Problem Ticket by Developer, Database and other staff that resolves the issue noted in a ticket. This queue should be used also to identify issues to be included in Release Notes.	Test within the "Test Environment" to validate that the issue is resolved. Subsequently: • Move the ticket to the "Ready for County Validation" Queue • Document the Version # in the Comment column of the HIMS Assessment Spreadsheet • Begin documenting the "Defects Fixed" list for the next release to Production • Deploy Fixes to Acceptance – if necessary

Ready for RL Consideration	Status assigned to items that are requests for Feature changes (not bugs)	Assign to TechShare.Juvenile System Resource Manager
Pending County Validation	Status assigned to items after validating them in the Test Environment	• Send email notice to the person who initiated the ticket asking that they validate the fix in Acceptance or Production (whichever is applicable) • Close the ticket if the ticket initiator responds via email asking you to do so • Update the Spreadsheet comment column for any issues closed by the county or that they ask you to close
Closed	Issue submitted and closed. Example items include database changes for county configurable values, and updates to user tables.	• Close ticket • Check Spreadsheet looking for any tickets you don't see, in order to find tickets closed by the County • Update Spreadsheet Final Status column to include the version number of the deployment to Production or the phrase "moved to production" and the date moved.
Closed to be Deployed to Production	Feature Package Issues tested by CUC in the Test Environment and in Acceptance but not yet deployed to Production.	• Update Spreadsheet comment • Include in Release Notes
Closed to Backlog	Feature change or a usability issue.	
Closed Training Issue	Issue submitted by a user in which the problem was resolved by providing additional instruction on the functionality of TechShare.Juvenile or JCMS.Basic.	• Update Training Materials

Appendix C – On Call/After Hours Support

Methodology

Topic	Subtopic	Details
Support Expectations	Requirements	On Call/After Hours Support is required outside of the regular Monday through Friday normal business hours, to ensure that response to Critical Issues occurs within the required timeline: • 95% Response within 1 Hr • 100% Response within 2 hrs A Critical Issue is: • A highest priority problem or outage that directly impedes the ability to carry out essential business functions
	Tier 1 and 2 Support Responsibilities	• Assess an issue as a Critical Issue • Confirm whether the issue is within the application and/or beyond the firewall within which the Tier 1 representative is responsible ○ Confirm issue responsibility with or as the internal designated Management Rep responsible for review of problems ○ Utilize internal tools and procedures to resolve critical issues inside the firewall ○ Facilitate resolution of Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan
	Tier 3 Support Responsibilities	• Respond to the call reporting a Critical Issue ○ Utilize After Hours support tools and procedures ○ Confirm issue responsibility with or as the CUC designated Management Rep responsible for reviewing Critical Issues ○ Resolve Critical Issues beyond the firewall with temporary fix, patch or permanent solution as defined by the designated internal and CUC Management Reps responsible for review and concurrence and resolution plan

On Call/After Hours Support Procedures	Tier 1 and 2 After Hours Reporting Procedures	Reporting the Issue: 1. Log the issue in HIMS 2. Confirm whether the issues is County IT Related or a system problem within the application or beyond the County firewall. 3. Call to report the Firewall Critical Issues – 512/943-2466 (24/7, 365 days/year). Report critical issue to the TechShare Development Center on call staff if the issue is a problem beyond the County firewall and/or within TechShare.Juvenile or JCMS.Basic functionality that prevents user(s) from completing work. If the Emergency Call is missed by on-call support the caller is able to leave a voice message and Google Voice captures call information: including the caller's #, Date and Time of the call.
	Tier 3 On Call/After Hours Support Procedures	Receive the Emergency Call or Retrieve the Emergency Message: A call from the phone used to report the problem, is received by the phone belonging to the individual on-call supporting Critical Issues 1. Document the Problem specifics a. Caller Name _____ b. Caller Contact Information _____ c. County and Site _____ d. Issue Description _____ e. How Confirmation was acquired that the issue is within the application or beyond the firewall _____ 2. Contact TechShare Development Manager to report the issue 3. Consult with TechShare Development Manager and/or designated project management to confirm issue responsibility
CUC Support Tool	Google Voice	On the site you can check the voicemail inbio, set the phone numbers to forward to and configure the account. Accessing Google Voice using internal procedures.

WORK PLAN, BUDGET, AND COST ALLOCATION
TECHSHARE.JUVENILE AND JUVENILE CASE MANAGEMENT SYSTEM - BASIC
2013 RESOURCE SHARING ADDENDUM

Work Plan

Priorities

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of TechShare.Juvenile and JCMS.Basic for the Participants
2. Maintenance – correcting defects in the system and applying maintenance as required by statute or rule and/or to keep the system evergreen (see below)
3. Development of JCMS Versions 1.9.1 and 1.9.2 – in accordance with the JCMS.Basic and TechShare.Juvenile 1.9.x Release Scoping Document included as Attachment G to this Addendum.
4. Supporting the implementation activities of the TJJD – including change requests required to support the varied use of Caseworker across Juvenile Probation Departments
5. Implementation of TechShare.Juvenile and JCMS.Basic, Version 1.9.1 and 1.9.2 – in all Participants using TechShare.Juvenile and including migration of JCMS.Basic Counties
6. Implementation of TechShare.Juvenile 1.9.2 in Dallas County – migration from JCMS.Basic and the Juvenile Information System
7. Implementation of TechShare.Juvenile in other member counties – preparation of budget proposals and implementation planning
8. Implementation of JCMS.Basic in member counties – either as a first step toward TechShare.Juvenile implementation or as a member county's production system

Evergreen

TechShare.Juvenile will be upgraded to the latest version of .NET from Microsoft as new versions become generally available. TechShare.Juvenile is operating on .NET Version 4.0 as of the beginning of the period for this Addendum.

TechShare.Juvenile and JCMS.Basic will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds to provide for the application of legislatively mandated changes to the operating environments for TechShare.Juvenile and JCMS.Basic will be deployed and implemented.

Deliverables

1. Change Requests

Each Change Request will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Change Requests will be reviewed, approved, and prioritized by the Stakeholder Committee as they are scheduled for development.

2. Sprint Plans

For each two-week development cycle (Sprint), a Sprint Plan will be documented to communicate which defect corrections and change orders are included in the development cycle.

3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software.

Schedule

1.	Operation:	Ongoing
2.	Maintenance:	Ongoing
3.	Acceptance of Version 1.9.1:	July 31, 2013*
4.	Acceptance of Version 1.9.2:	Aug 31, 2013*
5.	Implementation of TechShare.Juvenile in Dallas County:	Oct. 30, 2013**
6.	Implementation of TechShare.Juvenile in other member counties:	As scheduled
7.	Supporting the implementation activities of the TJJD:	As scheduled
8.	Implementation of JCMS.Basic in member counties:	As scheduled

*Dependent on completion of features for Versions 1.9.1 and 1.9.2 by Headspring.

**Dependent on completion of features for Version 1.9.1 and 1.9.2 by Headspring and constraints within the Dallas County Implementation Plan for Go Live.

Capital Costs and Allocation

The total Capital Cost of TechShare.Juvenile as of January 1, 2013 is \$10,501,102.06. Included within the scope of work to be completed pursuant to this Addendum are functional enhancement of JCMS.Basic and completion of Version 1.9.2. of TechShare.Juvenile, including a warranty on the system through April 2014. The total cost associated with those features is currently estimated to be \$1,243,170, of which amount TJJD will pay \$497,268.00 representing the cost of the new features for JCMS.Basic. Therefore, the total Capital Cost of TechShare.Juvenile upon the completion of Version 1.9.2. is estimated to be \$11,321,594.26 as adjusted to reflect actual expenditures to complete Version 1.9.2 less TJJD's actual contributions for new features for JCMS.Basic plus the cost of risk for the county portion of the pre-paid capital costs.

Capital Costs are allocated among Participant Local Governments according to the relative population of each Participant Local Government to the total population of all Participant Local Governments. The relative populations and Capital Costs of each Participant Local Government is shown on the table on the following page.

For member counties that adopt this Addendum, the following table shows the Capital Cost Allocation for each county.



County	2010 Population	Capital Cost:	
		Early Adopters (.75 of members)	
Bell	310,235	\$	237,345
Brazoria	313,166	\$	239,587
Brazos	194,851	\$	149,071
Cameron	406,220	\$	310,778
Chambers	35,096	\$	26,850
Collin	782,341	\$	598,530
Comal	108,472	\$	82,986
Denton	662,614	\$	506,932
Ector	137,130	\$	104,911
El Paso	800,647	\$	612,535
Fort Bend	585,375	\$	447,841
Galveston	291,309	\$	222,866
Grayson	120,877	\$	92,477
Gregg	121,730	\$	93,129
Guadalupe	131,533	\$	100,629
Harris	4,092,459	\$	3,130,933
Hays	157,107	\$	120,195
Hidalgo	774,769	\$	592,737
Hunt	86,129	\$	65,893
Jefferson	252,273	\$	193,001
Johnson	150,934	\$	115,472
Kaufman	103,350	\$	79,068
Lubbock	278,831	\$	213,320
McLennan	234,906	\$	179,715
Midland	136,872	\$	104,714
Nueces	340,223	\$	260,287
Randall	120,725	\$	92,361
Rockwall	78,337	\$	59,932
San Patricio	64,804	\$	49,578
Smith	209,714	\$	160,442
Travis	1,024,266	\$	783,614
Webb	250,304	\$	191,495
Williamson	422,679	\$	323,370
Wise	59,127	\$	45,235
	19,731,351		

Operations and Maintenance Budget and Allocation

The Operations and Maintenance Budget for this Addendum is shown in the table below.

	Budget
Participant Contributions	
Texas Juvenile Justice Department	\$ 1,796,249.60
Dallas County	\$ 1,542,273.00
Tarrant County	\$ 1,152,527.40
Total Income	\$ 4,491,050.00
Expense	
Indirect Expenses	\$423,012
Legal Fees	\$48,264
Meetings	
Committees	\$5,004
Other (Annual User Conference)	\$0
Total Meetings	\$5,004
Occupancy	
Rent - 500 W. 13th. St.	\$6,000
Rent - Stonecreek	\$120,600
Total Occupancy	\$126,600
Other Expenses	
Consulting	\$1,296,744
Internet Services	\$18,000
Mgt. Services	\$1,697,000
Software Maintenance Fee	\$284,430
Systems Operations Fee	\$549,996
Total Other Expenses	\$3,846,170
Printing & Publications	\$6,000
Travel	
Staff	\$36,000
Total Travel	\$36,000
Total Expense	\$4,491,050
Reserve	\$ -

Cost Allocation and Payment Plan: (The payment plan below is an estimate subject to funding allocations that will only be known at the end of the 2013 legislative session).

As of the date of this Addendum, if TJJD makes all payments set forth below, TJJD will not have funds available for any calendar year 2014 work plan and budget until September 2014, and nothing in the budget above commits TJJD to payment of any amounts in calendar year 2014. The parties intend to revise both the calendar year 2013 work plan and budget after conclusion of the 2013 legislative session to reflect appropriations intended for JCMS without the need to invoke Section 15 of the Addendum.

The budget will be funded through three payments from each Participant, based on the anticipated quarterly costs for calendar year 2013. The first payment will cover the first two quarters of calendar year 2013. The second and third payments will cover the costs for the final two quarters of calendar year 2013. The payment schedule and allocation of costs among the Participants is shown in the table below:

Participant Payment Plan	Payment Amount:	Date Due:	Payment Amount:	Date Due:	Payment Amount:	Date Due:	Total
Texas Juvenile Justice Department (TJJD)							
New Development Costs:	\$ 94,063.20		\$ 100,874.40		\$ 302,330.40		\$ 497,268.00
Maintenance/Operations:	\$ 655,936.00		\$ 343,208.00		\$ 300,008.00		\$ 1,299,152.00
Total (TJJD)	\$ 749,999.20	MAR 29, 2013	\$ 444,082.40	SEP 15, 2013	\$ 602,338.40	OCT 11, 2013	\$ 1,796,420.00
Dallas County							
Pre-Paid Capital:	\$ 226,967.40		\$ 75,655.80		\$ 70,327.80		\$ 372,951.00
Maintenance/Operations:	\$ 590,342.40		\$ 308,887.20		\$ 270,007.20		\$ 1,169,236.80
Total (Dallas County)	\$ 817,309.80	FEB 15, 2013	\$ 384,543.00	JUN 30, 2013	\$ 340,335.00	OCT 11, 2013	\$ 1,542,187.80
Tarrant County							
Pre-Paid Capital:	\$ 226,967.40		\$ 75,655.80		\$ 70,327.80		\$ 372,951.00
Maintenance/Operations:	\$ 393,561.60		\$ 205,924.80		\$ 180,004.80		\$ 779,491.20
Total (Tarrant County)	\$ 620,529.00	FEB 15, 2013	\$ 281,580.60	JUN 30, 2013	\$ 250,332.60	OCT 11, 2013	\$ 1,152,442.20
Payment Totals by Category							
New Development/Pre-Paid Capital:	\$ 547,998.00		\$ 252,186.00		\$ 442,986.00		\$ 1,243,170.00
Maintenance/Operations:	\$ 1,639,840.00		\$ 858,020.00		\$ 750,020.00		\$ 3,247,880.00
Total	\$ 2,187,838.00		\$ 1,110,206.00		\$ 1,193,006.00		\$ 4,491,050.00

Multi-County Juvenile Probation Departments

Both Capital Costs and O&M Costs will be allocated per Participant Local Government in accordance with method/formula for all other Participant Local Governments, unless the commissioners court from every county in a multi-county jurisdiction agrees to split their collective costs in some other manner as between those counties only. A commissioners court resolution, minute order, or other such document evidencing each county's agreement must be provided to Urban Counties before any such other manner of allocation will be effective.



JCMS.BASIC USE AGREEMENT

This JCMS.Basic Use Agreement is entered into by and between the Texas Conference of Urban Counties ("Urban Counties") and Collin County ("County" OR "Department") for the purpose of permitting Collin County to use JCMS.Basic in a hosted domain.

1. Urban Counties Responsibilities

- 1.1. Urban Counties will make JCMS.Basic available to Collin County for use in a hosted domain.
- 1.2. Urban Counties shall limit access to Collin County's confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this agreement.
- 1.3. Urban Counties agree that under no circumstances shall Urban Counties permit disclosure, access, distribution, copying, review, or examination of Collin County's confidential or proprietary information by any other party not authorized herein.
- 1.4. Confidential, proprietary information provided by Collin County shall not be modified or marketed without the written authorization of Collin County.
- 1.5. All reasonable security precautions, at least as great as the precautions Urban Counties takes to protect its own confidential information, but no less than reasonable care, shall be taken by Urban Counties to prevent unauthorized use or disclosure of juvenile information.
- 1.6. Urban Counties shall cooperate with Collin County to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in JCMS.Basic.
- 1.7. Either Party may terminate this Agreement upon 60 days written notice, or as permitted in section 3.7. Upon termination of this Agreement, Urban Counties shall return to Collin County its data maintained in JCMS.Basic. The data shall be provided in an industry-standard electronic format. Urban Counties shall work cooperatively with Collin County on the timing of the return of the data. At no time shall Collin County be denied access to or use of its data, except as permitted in section 3.7.

2. System Support

- 1.1. Support will be provided in accordance with the TechShare.Juvenile System Support Plan, the current version of which is attached.
- 1.2. The TechShare.Juvenile System Support Plan may be revised without prior notice to Collin County. The current version of the TechShare.Juvenile System Support Plan may be found on the TechShare website, www.cuc.org/TechShare/techshare.aspx

3. Collin County Responsibilities

- 3.1. Collin County acknowledges and agrees that data within JCMS.Basic will be accessible by other individuals and entities accessing JCMS.Basic and TechShare.Juvenile as permitted by Chapter 58, Texas Family Code.



- 3.2. Collin County and their representatives acknowledges and agrees that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
- 3.3. Collin County agrees that JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business or personal gain.
- 3.4. Collin County understands that access to, and transmission of, any data or material deemed to be a violation of any federal, state or local law or agency administrative rules is prohibited.
- 3.5. Collin County shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code, or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 3.6. Collin County shall safeguard access to JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 3.7. Collin County understands and acknowledges that violation of any of the preceding requirements may cause the immediate revocation of all access to JCMS.Basic granted to Collin County and/or individual users as reasonably necessary in the sole determination of Texas Conference of Urban Counties to prevent further violations. Upon revocation of access to JCMS.Basic for all users of [County of Department], data shall be returned to Collin County in accordance with section 1.7.
- 3.8. Collin County agrees that use of JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a JCMS.Basic user's knowledge or prior notice.
- 3.9. Collin County agrees that in the event it receives a request for information or other data belonging to another entity, Collin County must promptly notify the requestor that the county receiving the request is not the custodian of the requested information or data. Collin County must promptly notify the Texas Conference of Urban Counties of the request by sending notice to techshare@cuc.org.

4. Warranties and Liability

- 4.1. Urban Counties DOES NOT WARRANT THAT JCMS.BASIC WILL MEET ANY SPECIFIC REQUIREMENTS; THE OPERATION OF JCMS.BASIC WILL BE UNINTERRUPTED OR ERROR-FREE; ANY DATA SUPPLIED BY JCMS.BASIC WILL BE ACCURATE; OR THAT JCMS.BASIC WILL WORK WITH ANY 3RD-PARTY OR SUPPLEMENTAL SOFTWARE. FURTHER, Urban Counties DOES NOT WARRANT THE EFFICACY, FUNCTIONALITY, OR OPERATION OF JCMS.BASIC. JCMS.BASIC IS PROVIDED AS-IS, AND Urban Counties EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. NEITHER PARTY SHALL HAVE LIABILITY WITH RESPECT TO THEIR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, BREACH OF CONTRACT, BREACH OF



WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

5. Miscellaneous

- 5.1. This Agreement evidences the complete understanding and agreement of the parties related to the subject matter and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the parties related to the subject matter. This Agreement may not be modified except by a writing subscribed to by authorized representatives of the parties.
- 5.2. This Agreement and its performance shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state or international treaties.
- 5.3. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.
- 5.4. The waiver or failure of either party to exercise any right in any respect provided for in this Agreement shall not be deemed a waiver of any further right under the Agreement.
- 5.5. If for any reason a court of competent jurisdiction finds all or part of any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 5.6. Unless otherwise specified herein, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- 5.7. The Parties agree that this Agreement is for the benefit of the parties and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

Texas Conference of Urban Counties

Signature

Donald Lee Executive Director
Printed Name and Title

Date

7/27/13

Collin County

Signature

Keith Self County Judge
Printed Name and Title

Date

6/4/13

MUTUAL NON-DISCLOSURE AGREEMENT FOR TECHSHARE.JUVENILE AND JCMS.BASIC

This Agreement, which is effective as of _____, 20____ (the "Effective Date"), is made and entered into by and between Collin County ("County"), whose address is: 2300 Bloomsdale McKinney TX 75071 (MAILING ADDRESS), the Texas Juvenile Justice Department ("Department") whose address is: P.O. Box 12757, Austin, Texas 78711, and the Texas Conference of Urban Counties, Inc. ("Urban Counties"), whose address is 500 W. 13th St., Austin, Texas 78701. The Urban Counties, Department and County are individually each a "Party" and collectively, the "Parties". Except as otherwise indicated herein, a reference to a Party includes any political subdivision or department operated by or under the authority of the Party and all affiliates of the Party including any person, partnership, joint venture, corporate, subsidiary or other form of enterprise, domestic or foreign, that is directly, indirectly, or under common control of or controlled by the Party.

1. **Background.** Urban Counties, through its TechShare program, and the Department have developed TechShare.Juvenile and the Juvenile Case Management System Basic (both of which are hereinafter collectively referred to as "JCMS") in conjunction with other partner agencies. County desires to have access to information regarding JCMS in order to evaluate JCMS for possible implementation within County. In the course of such evaluation, Urban Counties and the Department will disclose or deliver to County and to County's directors, officers, employees, members, agents or advisors (collectively, "Representatives") certain confidential or proprietary information for the purpose of enabling County to evaluate the architecture, compatibility and functionality of JCMS. At the same time, County will disclose to Urban Counties and/or the Department and their respective Representatives proprietary information pertaining to the County's information technology infrastructure. The confidential information released pursuant to this agreement shall be used solely for the purpose of evaluating, implementing, and operating JCMS in support of the County's Juvenile Probation Department as a replacement system for the County's legacy Caseworker/5 installation (the "Purpose"). The Parties have entered into this Agreement to assure the confidentiality of each Party's confidential and proprietary information under the terms of this Agreement.
2. **Confidential Information.** As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, application, operating system, database, communication and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to JCMS in the case of Confidential Information belonging to Urban Counties or the Department. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of JCMS. "Confidential Information" includes information in any form, whether written, electronic, or verbal. In addition, the term



"Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

3. Use and Disclosure of Confidential Information. Each Recipient Party and its respective Representatives shall use the Confidential Information only for the Purpose and the Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Each Recipient Party and its respective Representatives shall hold in confidence, and shall not disclose any Confidential Information; provided, however, that: (i) a Recipient Party may disclose information as authorized by the Disclosing Party in advance in writing; and (ii) any of the Confidential Information may be disclosed by a Recipient Party to its Representatives who need to know the information in connection with the Purpose if they are informed of the confidential nature of the information and of the terms of this Agreement. In any event, a Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not prohibit a Recipient Party from disclosing Confidential Information of a Disclosing Party to the extent required in order for the Recipient Party to comply with applicable laws, regulations and/or judicial process, provided that the Recipient Party provides prior written notice (if legally permitted) of the required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of the disclosure.
4. Limitation on Obligations. The obligations of each Recipient Party specified in Section 3 above do not apply, and a Recipient Party has no further obligations, with respect to any Confidential Information to the extent that the Confidential Information:
 - a. is part of the public domain at the time of disclosure or becomes part of the public domain without the Recipient Party or its Representatives violating this Agreement;
 - b. becomes known to a Recipient Party through disclosure by sources other than the Disclosing Party without the sources violating any confidentiality obligations to the Disclosing Party; or
 - c. is independently developed by a Recipient Party without reference to or reliance upon the Disclosing Party's Confidential Information.
5. Return of Confidential Information. A Recipient Party shall, upon the written request of a Disclosing Party, return to the Disclosing Party all Confidential Information received from the Disclosing Party (and all copies and reproductions). In addition, a Recipient Party shall destroy: (i) any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information; and (ii) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of a Disclosing Party, a Recipient Party shall destroy all Confidential Information received from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, a Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing obligations, a Recipient Party may retain and not destroy any Confidential Information it is required to retain pursuant to applicable law.

6. Confidentiality of Juvenile Information and Data. Each Party acknowledges and agrees that JCMS contains confidential aggregate and identifiable juvenile offender data deemed confidential under Chapters 58 and 261 of the Texas Family Code and other applicable state, federal and administrative laws. Access to juvenile records, files or data is restricted to individuals or entities specifically authorized by law or pursuant to an order of the court. The statutory provisions governing the disclosure, dissemination and exchange of juvenile justice information are set forth in Chapter 58 of the Family Code and other applicable provisions. For purposes of this Agreement, each Party agrees that access to JCMS juvenile justice information and data shall be limited to criminal and/or juvenile justice purposes or for any other approved purposes set forth in this Agreement, statute or other applicable law. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure or dissemination of confidential juvenile justice information under this Agreement.
7. Multiple Counterparts. For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one agreement binding on all Parties.

EXECUTED as of the day and year first set forth above.

TEXAS CONFERENCE OF URBAN COUNTIES

By: [Signature] 7/23/13
Title: Executive Director

TEXAS JUVENILE JUSTICE DEPARTMENT

By: [Signature]
Title: Executive Director 8/7/17

COLLIN COUNTY

By: [Signature]
Title: County Judge

JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
1	JCMS.Basic Implementation Plan for JCMS.Basic County	0%				
2	Preparation for Go Live Planning	0%				
3	Create Baseline Project Plan for JCMS.Basic County	0%	1 day			KA (TJJD)
4	Kick-Off Meeting with JCMS.Basic County to discuss and review base plan for implementation	0%				JS (TJJD),KA (TJJD)
5	Receive CW Data Backup	0%	1 day			LM (TJJD),KA (TJJD)
6	Initial Review of CW Data	0%	2 days			LM (TJJD)
7	Modules Discussion	0%	1 day			LM (TJJD)
8	Review Desktop Standards	0%	1 day			JS (TJJD),KA (TJJD)
9	Caseworker Data Cleanup	0%	6 days			LM (TJJD),BRS (TJJD)
10	Confirm Desktop Readiness	0%	1 day			ITD (County),JPD (County),KA (TJJD)
11	Non-Disclosure Agreement Reviewed & Signed	0%	2 days			JPD (County),KA (TJJD)
12	Establish Access to JCMS Environments	0%				
13	VPN	0%				
14	Connectivity Analysis	0%	2 days			DE (UC),JH (UC),TG (TJJD)
15	Schedule Conference call and Establish VPN for Staging Environment	0%	0.25 days			DE (UC),TG (TJJD)
16	Schedule Conference call and Establish VPN for Production Environment	0%	0.25 days			DE (UC),TG (TJJD)
17	Create VPN Connectivity for additional sites (if needed)	0%	1 day			DE (UC),TG (TJJD)
18	Website	0%				
19	Create JCMS.Basic County data validation site (https://Basicdata.jcms-tx.org)	0%	0.25 days			JH (UC)
20	Confirm access to JCMS.Basic County data validation site	0%	0.25 days			TG (TJJD),JH (UC)
21	Test Access from Browsers in all locations to Production Environment	0%	1 day			ITD (County),JPD (County)
22	Data Mapping and Conversion	0%				
23	Business	0%				
24	Prepare for Data Conversion	0%				
25	Confirm Modules in use by JCMS.Basic County which will convert to JCN	0%				AZ (TJJD),JPD (County)
26	Provide County Configurable Worksheet	0%	0.25 days			KA (TJJD)
27	Provide Prosecutor Worksheet	0%	0.25 days			KA (TJJD)
28	Provide Disposition Worksheet	0%	0.25 days			KA (TJJD)
29	Provide UDF Worksheet	0%	0.25 days			KA (TJJD)
30	Provide User Roles Worksheet	0%	0.25 days			KA (TJJD)
31	Return County Configurable Worksheet	0%	5 days			JPD (County)

Page 1

JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
32	Return Prosecutor Worksheet	0%	5 days			JPD (County)
33	Return Disposition Worksheet	0%	5 days			JPD (County)
34	Return UDF Worksheet	0%	5 days			JPD (County)
35	Create Data Mapping Document for JCMS.Basic County based on confirmed modules	0%	2 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
36	Run deploy mapping scripts	0%	1 day			BIS (TJJD),BRS (TJJD)
37	Complete Cross Walk Mapping for System/County Configurable Values	0%	2 days			JPD (County),AZ (TJJD)
38	Establish Roles for User Accounts (active & inactive)	0%	3 days			AZ (TJJD),JPD (County),KA (TJJD)
39	Identify and Mitigate Gaps in functionality based on data mapping	0%				
40	Document gaps in functionality identified	0%	4 days			AZ (TJJD),LM (TJJD)
41	Conduct Review Meeting with Urban Counties to discuss gaps in functionality and determine impact to go live	0%	1 day			AZ (TJJD),BRS (TJJD),JA (UC),JH (UC),RL (UC)
42	Technical	0%				
43	Connectivity	0%				
44	Copy CWS Database to JCMS Mapping Environment	0%	1 day			BRS (TJJD),JA (UC)
45	Create and Copy initial JCMS Crosswalk Database	0%	1 day			BRS (TJJD),JA (UC)
46	Create and Copy initial JCMS Development Database	0%	1 day			BRS (TJJD),JA (UC)
47	Data Conversion	0%				
48	Create County Configurable Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
49	Create Prosecutor Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
50	Create Dispositions Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
51	Create UDF Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
52	Create User Roles Worksheet	0%	0.25 days			BIS (TJJD),BRS (TJJD),KA (TJJD)
53	Modify Conversion Scripts	0%	3 days			BIS (TJJD),BRS (TJJD)
54	Initial data conversion for TJJD and Urban Counties Review	0%	0.5 days			BIS (TJJD),BRS (TJJD)
55	TJJD to Run Automated Data Validation Tool	0%	1 day			AZ (TJJD),TG (TJJD)
56	Initial Data Validation CW Clean Up	0%	5 days			AZ (TJJD),JPD (County),TG (TJJD)
57	TJJD to Review Initial Data Conversion	0%	1 day			AZ (TJJD),TG (TJJD)
58	Conduct working session with CUC to Review Initial Data Conversion	0%	1 day			AZ (TJJD),JA (UC),TG (TJJD)
59	Resolve data conversion issues identified during review	0%	1 day			BIS (TJJD),BRS (TJJD),JA (UC)
60	1st conversion of data for JCMS.Basic County	0%	2 hrs			BIS (TJJD),BRS (TJJD)
61	Review 1st Data Conversion with JCMS.Basic County and Report defects	0%	5 days			AZ (TJJD),JPD (County),TG (TJJD)
62	Resolve data conversion issues identified during review	0%	4 days			BIS (TJJD),BRS (TJJD),JA (UC)

Page 2

JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
63	2nd conversion of data for JCMS.Basic County	0%	2 hrs			BIS (TJJD),BRS (TJJD)
64	Review 2nd Data Conversion with JCMS.Basic County and Report defects	0%	3 days			AZ (TJJD),JPD (County),TG (TJJD)
65	Resolve data conversion issues identified during review	0%	3 days			BIS (TJJD),BRS (TJJD),JA (UC)
66	3rd conversion of data for JCMS.Basic County (If Required)	0%	2 hrs			BIS (TJJD),BRS (TJJD)
67	Review 3rd Data Conversion with JCMS.Basic County and Report defects	0%	1 day			AZ (TJJD),JPD (County),TG (TJJD)
68	Resolve any remaining defects	0%	1.5 days			BIS (TJJD),BRS (TJJD),JA (UC)
69	Sign Off for Data Conversion	0%	0.25 days			JPD (County),AZ (TJJD),KA (TJJD)
70	Prepare for JCMS.Basic County Go Live	0%				
71	Weekly Status Conference Call	0%				
72	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
73	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
74	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
75	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
76	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
77	Report on Status of assignments and if they impact future tasks	0%	1 hr			KA (TJJD),JPD (County),RL (UC)
78	Operations	0%				
79	Review Expectations of Internal Help Desk Methodology/Workflow	0%	1 day			AZ (TJJD),JPD (County),TG (TJJD)
80	Document County Helpdesk Procedures; Provide Copy to Urban Counties	0%	1 day			AZ (TJJD),TG (TJJD),JPD (County)
81	Provide Release Notes	0%	1 day			AZ (TJJD),TG (TJJD)
82	Provide User Guides	0%	1 day			AZ (TJJD),TG (TJJD)
83	Training/Live Pilot	0%				
84	Conduct User Training (Train the Trainer)	0%	2 days			JPD (County),AZ (TJJD),TG (TJJD)
85	Validate User Access and Roles	0%	2 days			JPD (County)
86	County to Conduct Staff Training	0%	7 days			JPD (County)
87	First Go/No Go Decision	0%				
88	Confirm Go/No Go Decision in advance of beginning Smoke Test Window	0%	0.25 days			JPD (County),KA (TJJD)
89	Smoke Test	0%				
90	Two (2) week smoke test emulating real world daily operations	0%	10 days			AZ (TJJD),JPD (County)
91	Identify, Document and Resolve any final data conversion issues	0%	10 days			AZ (TJJD),BRS (TJJD),JA (UC),JPD
92	Second Go/No Go Decision	0%				
93	Confirm Go/No Go Decision following Smoke Test Window	0%	0.25 days			JPD (County),KA (TJJD)
94	Go Live in JCMS.Basic County	0%				

JCMS Implementation Plan for Basic County						
ID	Task Name	% Done	# Days	Start	Finish	Resource Names
95	Publish Final Go Live Timeline and Roll Back Plan	0%	1 day			JPD (County),KA (TJJD),RL (UC)
96	Execute CUC Go Live Plan	0%	1 day			AZ (TJJD),BIS (TJJD),BRS (TJJD),C
97	Provide remote TJJD go live support	0%	1 day			AZ (TJJD),BRS (TJJD),KA (TJJD)
98	Provide remote CUC go live support	0%	1 day			JA (UC),JH (UC),JM (UC),RL (UC)
99	Confirm Go Live Success	0%	1 day			RL (UC),JPD (County)
100	Turnback Review Window	0%				
101	Confirm Go Forward or Turnback Decision	0%	5 days			JPD (County)
102	Sign Off on Successful JCMS Implementation	0%	2 hrs			JPD (County)
103	Technical	0%				
104	Remove data validation site for JCMS.Basic County	0%	1 day			JH (UC)
105	Include JCMS.Basic County data in Model Office and Acceptance environments for testing in advance of production deployment	0%	1 day			JA (UC)

JCMS.Basic and TechShare.Juvenile Version 1.9.x Scoping Document

Version 1.9.1	
1	JCMS Change Request-Ad-Hoc Reporting-1.9.2288
2	JCMS Change Request-Case Mgmt-1.9.2739
3	JCMS Change Request-Fees-1.9.2349
4	JCMS Change Request-Institutions-1.9.2016
5	JCMS Change Request-Institutions-1.9.2709
6	JCMS Change Request-Juvenile-1.9.2084
7	JCMS Change Request-Juvenile-1.9.3020
8	JCMS Change Request-Offense & Arrest-1.9.2183
9	JCMS Change Request-Programs-1.9.3063
10	JCMS Change Request-Prosecutor-1.9.2529-A
11	JCMS Change Request-Prosecutor-1.9.2529-B
12	JCMS Change Request-Prosecutor-1.9.2812
13	JCMS Change Request-Referral-1.9.3011
14	JCMS Change Request-Reports-1.9.2212
15	JCMS Change Request-Reports-1.9.2993
16	JCMS Change Request-Reports-1.9.3081
17	JCMS Change Request-Search-1.9.2539
18	JCMS Change Request-Security-1.9.2653
19	JCMS Change Request-System Admin-1.9.2529
20	JCMS Change Request-System Admin-1.9.2962
21	JCMS Change Request-System Admin-1.9.3450
22	JCMS Change Request-System GUI-1.9.2615
23	JCMS Change Request-System GUI-1.9.3114

Version 1.9.2	
1	JCMS Change Request-Case Mgmt-1.9.2299
2	JCMS Change Request-Case Mgmt-1.9.2781
3	JCMS Change Request-Caseload-1.9.2066
4	JCMS Change Request-Court-1.9.2916
5	JCMS Change Request-Juvenile-1.9.2657
6	JCMS Change Request-Offense & Arrest-1.9.2626
7	JCMS Change Request-Queues-1.9.2917
8	JCMS Change Request-Reports-1.9.2352
9	JCMS Change Request-Reports-1.9.2927
10	JCMS Change Request-Supervision-1.9.2983
11	JCMS Change Request-System Admin-1.9.2324
12	JCMS Change Request-Victim Services-1.9.2780

ATTACHMENT H TJJD Terms and Conditions

I. CERTIFICATIONS

ARTICLE 1: EQUAL OPPORTUNITY

CUC certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

ARTICLE 2: UNFAIR BUSINESS PRACTICES

CUC certifies that it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of CUC has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

ARTICLE 3: NOTIFICATION TO TJJD OF SUBCONSULTANTS & SUBCONTRACTORS

- Section 1:** TJJD shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the CUC in performing or assessing the performance of CUC's duties under this contract if paid or anticipated to be paid an amount exceeding \$15,000.00 during the term of this contract.
- Section 2:** No contractual relationship will exist between CUC's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.
- Section 3:** CUC shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.
- Section 4:** If the CUC has contracted with a subcontractor to perform its primary management responsibilities, the independent audit shall be performed for the subcontractor's financial statements. Otherwise, the independent audit shall be performed for the CUC's financial statements.

II. GENERAL TERMS AND CONDITIONS

ARTICLE 1: RELATIONSHIP OF PARTIES – Independent Contractor

No joint venture, partnership, or agency exists nor shall be implied by the terms of this contract. No employee of CUC shall become an employee of TJJD by virtue of this contract. Should CUC subcontract any of the services required in the Addendum, CUC expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of CUC.

ARTICLE 2: CONFIDENTIALITY AND SECURITY

- Section 1:** CUC agrees that all its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.
- Section 2:** CUC agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by

- permission of TJJD.
- Section 3:** CUC's employees who visit any TJJD facility will comply with that facility's security regulations.
- Section 4:** Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by CUC without the written consent of the youth and, if under age 18, of his or her parents, guardian, or managing conservator.

ARTICLE 3: WAIVER

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

ARTICLE 4: VENUE

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas unless mandatory venue provisions require venue to be in Dallas County or Tarrant County.

ARTICLE 5: APPLICABLE LAW AND CONFORMING AMENDMENTS

CUC must comply with all laws, regulations, requirements and guidelines applicable to contractors providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The Participants and CUC will work cooperatively to amend this Contract throughout its term to incorporate any modifications necessary for TJJD's or CUC's compliance with all applicable State and federal laws, and regulations.

ARTICLE 6: FALSE STATEMENTS; BREACH OF REPRESENTATIONS

By signature to this Contract, CUC makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If CUC signs this Contract with a false statement or it is subsequently determined that CUC has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, CUC shall be in default under this Contract and TJJD may terminate this Contract for cause and pursue other remedies available to TJJD under this Contract and applicable law.

ARTICLE 7: DEBTS OR DELINQUENCIES TO STATE

The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. CUC agrees that, to the extent CUC owes any debt or delinquent taxes to the State of Texas, any payments or other amounts CUC is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. CUC agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

ARTICLE 8: COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS

CUC shall provide services to TJJD that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term.