



Collin County Purchasing

2023-400

CSCD Case Management Software

Issue Date: 1/23/2024

Questions Deadline: 2/9/2024 05:00 PM (CT)

Response Deadline: 2/22/2024 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Ruyue Ding Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4115

Email: rding@co.collin.tx.us

Event Information

Number: 2023-400
Title: CSCD Case Management Software
Type: Request for Proposal - Other
Issue Date: 1/23/2024
Question Deadline: 2/9/2024 05:00 PM (CT)
Response Deadline: 2/22/2024 02:00 PM (CT)
Notes: Sealed proposals will be received for CSCD Case Management Software.

Ship To Information

Address: See purchase order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Activities

Deadline to Submit Questions

2/9/2024 5:00:00 PM (CT)

Bid Attachments

Legal Notice 2023-400.pdf

Legal Notice

[Download](#)

General_Instructions_Proposals_07.18.2022.docx

1.0 General Instructions RFP

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

**RFP_No._2023-400_Specifications_CSCD_Case_Management_System_-_Final
12.21.23.docx**

Specifications

[View Online](#)

Attachment A - Requirements - final.xlsx

Attachment A - Requirements

[View Online](#)

Attachment B - CSCD Reports.xlsx

Attachment B - CSCD Reports

[View Online](#)

Attachment C - Collin County SaaS Subscription Agreement.docx

Attachment C - Collin County SaaS Subscription Agreement

[View Online](#)

Attachment D - CSCD Sample Services Operations Agreement.pdf

Attachment D - CSCD Sample Services Operations Agreement

[View Online](#)

Attachment E – TRAS Documents in the RFP specifications.pdf

[View Online](#)

Attachment E – TRAS Documents in the RFP specifications

2023-400_Information_Regarding_Conflict_of_Interest_Questionnaire.docx

[View Online](#)

Information_Regarding_Conflict_of_Interest_Questionnaire

CIQ_113015.pdf

[View Online](#)

Conflict of Interest Questionnaire

W-9 rev 2018.pdf

[View Online](#)

W-9 Form

Requested Attachments

Proposal/Response to RFP

(Attachment required)

W9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1	<p>eBid Notice</p> <p>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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2	<p>Contact Information</p> <p>List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
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3	<p>Exceptions (for RFP/RFQ)</p> <p>Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>
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4 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

5 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

6 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

7 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1
2 **Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1
3 **Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

1
4 **Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

1
5 **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

1
6 **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

17 Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

18 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

19 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

Bid Lines

1 State cost per license for Licensing Fees
(Response required)

Quantity: 112 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications.](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 State total Cost per year for First year annual maintenance
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications.](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 State total Cost per year for Second year annual maintenance
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications.](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 State total Cost per year for Third year annual maintenance
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications.](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 State total Cost per year for Fourth year annual maintenance
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications.](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 State total Cost per year for Fifth year annual maintenance
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications.](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 State total Cost per year for Cloud-Based Solution for First year

Item Notes: [Please refer to 6.8 in Specifications.](#) **OPTIONAL.**

Supplier Notes: _____

Additional notes
(Attach separate sheet)

8 State total Cost per year for Cloud-Based Solution for Second year

Item Notes: Please refer to 6.8 in Specifications. **OPTIONAL.**

Supplier Notes: _____

Additional notes
(Attach separate sheet)

9 State total Cost per year for Cloud-Based Solution for Third year

Item Notes: Please refer to 6.8 in Specifications. **OPTIONAL.**

Supplier Notes: _____

Additional notes
(Attach separate sheet)

10 State total Cost per year for Cloud-Based Solution for Fourth year

Item Notes: Please refer to 6.8 in Specifications. **OPTIONAL.**

Supplier Notes: _____

Additional notes
(Attach separate sheet)

11 State total Cost per year for Cloud-Based Solution for Fifth year

Item Notes: Please refer to 6.8 in Specifications. **OPTIONAL.**

Supplier Notes: _____

Additional notes
(Attach separate sheet)

12 State total Cost for Installation and Configuration
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: Please refer to 6.8 in Specifications

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

13 State total Cost for Project Management
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: Please refer to 6.8 in Specifications

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

14 State total Cost for Testing
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: Please refer to 6.8 in Specifications

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

15 State total Cost for Data Migration
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

16 State total Cost for Training
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

17 State total Cost for Post Go-Live Support
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

18 State total Cost for Not to Exceed Travel Cost
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

19 State any other costs associated with this project to render complete and operational
(Response required)

Quantity: 1 UOM: each Price: \$ Total: \$

Item Notes: [Please refer to 6.8 in Specifications](#)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

20 State total cost for ALL Hardware.

Item Notes: [Please refer to 6.8 in Specifications. OPTIONAL](#)

Supplier Notes: _____

Additional notes
(Attach separate sheet)

2 1	State total cost for Hardware maintenance for First year	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2 2	State total cost for Hardware maintenance for Second year	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2 3	State total cost for Hardware maintenance for Third year	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2 4	State total cost for Hardware maintenance for Fourth year	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2 5	State total cost for Hardware maintenance for Fifth year	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2 6	State cost per hour for future software customizations/modifications.	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2 7	State cost per hour for Project Manager.	<input type="checkbox"/> Additional notes (Attach separate sheet)
	Item Notes: Please refer to 6.8 in Specifications. OPTIONAL Supplier Notes: _____	

2
8

State total cost for Integration via API

Item Notes: Please refer to 6.8 in Specifications. **OPTIONAL**

Supplier Notes: _____

Additional notes
(Attach separate sheet)

LEGAL NOTICE

By order of the Community Supervision and Corrections Department (CSCD) of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, located at 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, February 22, 2024**, for Request for Proposal **CSCD Case Management Software (RFP No. 2023-400)**. Proposers shall use unit pricing. Funds for payment have been provided through the Community Supervision and Corrections Department (CSCD) of Collin County budget and approved for this fiscal year only. Proposers may obtain detailed specifications and other documents at the Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to <https://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, February 22, 2024 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The CSCD reserves the right to reject any and all proposals.

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ATTENTION: **CLASSIFIEDS**
BILL TO: **ACCOUNT NO 06100315-000**
 COMMISSIONERS COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Sunday, January 28, 2024** and **Sunday, February 4, 2024**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER: **Plano Star Courier**
DATE: **January 22, 2023**
FAX: **972-529-1684**

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and

unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

1.11 For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the County's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the County accepts such bid as responsive.

The County will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.1.6 **Cyber Liability** insurance for the duration of the contract for claims arising out of vendors' services and including, but not limited to loss, damage, theft, or other misuses of data, infringement of intellectual property, invasion of privacy and breach of data. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by vendor in the contract. It shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. If vendor maintains

broader coverage and/or higher limits than the minimums shown above, Collin County requires and shall be entitled to the broader coverage and/or higher limits maintained by vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Collin County. If coverage is written on a claims made basis, then coverage shall be maintained for three (3) years after the termination of the contract. Coverage shall be procured from an insurance company which carries a Best's Policyholder rating of "A" or better and carries at least a Class "VIII" financial rating. Vendor shall provide certificate(s) of insurance confirming the required coverage on the standard Acord insurance certificate forms.

Additionally, Collin County doesn't allow a limitations clause that limits the amount of damages to an amount below the required cyber liability insurance. The vendor shall be responsible for Collin County's data if they are breached, regardless of negligence. It shall not be the county's responsibility to prove negligence.

- Each Occurrence/Aggregate: \$2,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will elevate a certain number of proposers to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if a proposer fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining proposers or to elevate a proposer that was not elevated before. The selection levels are described in the following sections.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

The first part of the evaluation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County’s discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Incomplete or noncompliant RFPs may be disqualified.

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements outlined in Section 6.0, including a response to each item in Section 6.0 and all attachments requested.
- References provided will be contacted for verification and that information will be passed onto the evaluation committee and scored in level 2.

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT (Maximum 100 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Proposers elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal. Criteria evaluated in Level 2:

POINTS	EVALUATION CRITERIA
65	Response & Compliance to Attachment A-Requirements (Proposal Format Item 6.6) (Maximum of 65 Points Total) <ul style="list-style-type: none">• General Requirements (Sections 5.15-5.16) (Maximum of 15 Points)• Functional Requirements (Sections 5.17-5.45) (Maximum of 25 Points)• Technical Requirements/Questionnaire (Sections 5.46-5.75) (Maximum of 25 Points)
15	References/Experience/Past Performance (Proposal Format Item 6.5)

10	Firm Overview/Staff Qualifications/Customer Service & Support (Proposal Format Item 6.2 ; 6.3 ; 6.4)
10	Project Plan (Proposal Format Item 6.7)

It is anticipated that the Evaluation Committee will elevate proposals scoring at least 70 points (70%) to Level 3.

LEVEL 3 – COST (Maximum 25 Points)

Proposers who are elevated to level 3 will have their points combined from level 2 for a maximum of 125 points total.

POINTS	EVALUATION CRITERIA
25	Total Cost including 1 year maintenance (Proposal Format Item 6.8)

LEVEL 4 – DEMONSTRATIONS AND INTERVIEWS (*Optional*) (Maximum 25 Points)

If the County moves forward with level 4, the following criteria will be used to evaluate proposers elevated.

Proposers who are elevated will have their points combined from levels 2 and 3 for a maximum of 150 points total. Proposals also may be re-evaluated during this time based upon criteria in level 2 and 3.

The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral **presentations, if held, will be** scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to bypass level 4 in the evaluation process and move directly to Level 5.

POINTS	EVALUATION CRITERIA
15	Demonstration/Interview (<i>Optional</i>)
10	Response to clarification questions (<i>Optional</i>)

LEVEL 5 – BEST AND FINAL OFFER

Proposers who are susceptible of receiving award may be elevated to Level 5 for Best and Final Offer. Proposers will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon criteria in levels 2 through 4.

Based on the result of the Best and Final Offer evaluation, a single proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the

County, it reserves the right to contact any of the other proposers that have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 **Authorization:** The Collin County Community Supervision and Corrections Department (hereinafter called Department/CSCD) will receive proposals for **CSCD Case Management System**.
- 5.2 **Intent of Request for Proposal:** The intent of this Request for Proposal (RFP) and resulting contract is to provide Vendors with sufficient information to prepare an RFP response for **CSCD Case Management System**. It is the intent to procure services from the most qualified firm(s)/organization(s) for these services. The Department reserves the right to award this RFP in whole or in part; if awarded to multiple Vendors, contracts will be a portion of the aggregate approximate value of contracts of this RFP based on service capacity of the Vendors.
- 5.3 **Term:** Provide for a contract commencing on the September 1, 2024 through August 31, 2026 with three (3) one (1) year optional renewals.
Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 5.4 **Point of Contact:** Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email rding@co.collin.tx.us Ruyue Ding, Senior Buyer.
- 5.5 **Funding:** Services provided will be paid for from the appropriate fiscal year funds provided by the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Contracts are subject to availability of TDCJ-CJAD funds. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, or the Community Justice Assistance Division.
- 5.6 **Price Redetermination:** A price re-determination may be considered by Collin County only at the anniversary date (September 1st of each year) of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date and shall include supporting documentation. Requests for price re-determination shall be based on documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The proposer's past experience of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best offer. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. If during the life of the contract, the Vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction
- 5.7 **Demos:** When requested, samples/demos shall be furnished free of expense to Collin County.
- 5.8 **Approximate Value:** The approximate value in the aggregate of all vendor contracts is \$125,000.00.
- 5.9 **Insurance Requirements:** See Section 3.0.

5.10 **Type of Contract:** Any contract resulting from this solicitation will be in the form of the County Community Supervision and Corrections Department (CSCD)'s standard Services for Operations Agreement. See Attachment D – CSCD Sample Services Operations Agreement.

5.11 **Confidential or Proprietary Information:** Collin County is subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. Vendors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Vendors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential

5.12 **Subcontractors:** Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then the Contractor shall be deemed to have agreed that they are fully qualified to perform the contract themselves and that they will fully perform the contract themselves.

No bidder whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

5.13 **PROPOSAL SCHEDULE**

Collin County reserves the right to change the schedule of events as it deems necessary.

RFP Released	Jan 23, 2024
Deadline for submission of questions	Feb 9, 2024
Proposals Due	Feb 22, 2024
Demonstrations (Optional)	End of Feb or Beginning of March, 2024
Award of RFP	End of March 2024

5.14 **PURPOSE/SCOPE OF WORK**

The Case Management System (CMS) shall be a single, comprehensive, web-based product that will be used by Collin County Community Supervision & Corrections Department (CSCD) with read-only access to Collin County specialty courts and Collin County auditors across multiple different caseloads and supervision programs to ensure that clients' records are maintained efficiently and effectively. The successful contractor shall demonstrate a well-planned transition from the existing system and ensure that service disruptions are minimized.

The County desires that the awarded Contractor provide a turnkey installation of all systems specified in this RFP under a single contract.

INTRODUCTION/BACKGROUND:

The Collin County Community Supervision and Corrections Department (CSCD) supervises adult probationers placed on community supervision within the jurisdiction. The department incorporates evidence-based practices, progressive sanctions, specialized caseloads, various programs, and a community corrections intermediate sanction facility (ISF) to supervise defendants within the community. The CSCD operates pre-trial bond, pre-trial diversion, specialty court, and various other programs. The CSCD's current case management system provides the ability to track every offender and our actions and interventions—the chronological notes, contact, progress, risk assessment, case plan, conditions, financials, sanctions, and progression to various caseloads. With the current system, CSCD has the ability to assess and collect various fee types and restitution. CSCD is also able to run some reports, create documents and forms, scan documents into the system, text offenders, calendar appointments, and seal or expunge cases.

The CSCD currently has a system provided by Tyler Technologies that has been in place since 2021. It is mandatory that any replacement must provide the same functionality, at a minimum, as the current system.

The CSCD's staff consists of 70 certified supervision officers, 18 caseworkers, and 22 support staff clerks. There is one main office and two satellite locations.

- CSCD has approximately 17,884 active and 235,565 inactive records in our current system.
- The approximate annual growth averages around 8,500 new records/placements a year.
- CSCD currently has approximately 200 user-defined forms in the existing system (with embedded tokens). Additionally, there are thousands of images, PDFs, and word documents scanned into the system. The contractor will be responsible for migrating all of the documents over to the new case management system.

DATA HIERARCHY:

Client Data Hierarchy

- Client (Identifying information)
 - Case (Cause Number) and Offense
 - Conditions (Specific to individual client and case) Violations (Tied to a specific condition)

Staff Hierarchy

- Super Administrative
- Functional Analyst
- Supervisor
 - Officer/Caseworker
 - Administrative Staff

5.15-5.75 Requirements

For requirements, please see “Attachment A - Requirements“. Please complete and submit in your proposal.

6.0 PROPOSAL FORMAT REQUIREMENTS

In accordance with the directions below, proposer shall provide a response for each item in Sections 6.2-6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for any answer. You

may not modify either the order or language of the question. **Responses shall include a statement of 'agree', 'confirmed', 'will provide', 'not applicable', or 'exception taken' along with any additional information.** If an item is 'not applicable' or 'exception taken', proposer shall state that and refer to Section 7.0 Exceptions, with explanation.

Proposer shall adhere to the instructions in this request for proposals on preparing and submitting the proposal.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytexas.ionwave.net> No email submissions will be accepted. No other external drives, thumb drives, etc. are accepted.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the Vendor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

6.2 FIRM OVERVIEW

Proposer is requested to define the overall structure of the Firm to include the following:

6.2.1 Name, title, and telephone number of Vendor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the County and/or CSCD and providing the Vendor's response.

6.2.2 Names and addresses of Vendor's principal officers, directors, or partners.

6.2.3 A brief biography and complete resume of the person(s) who will operate/manage the services provided by Vendor.

6.2.4 Identification of Vendor including a brief history of operations.

6.2.5 Vendor's statement of understanding of the proposal and Case Management System requirements.

6.2.6 Describe your approach to staff retention.

6.2.7 What is the average turnover rate for your company the last five years?

6.2.8 Identify any terminated projects. Disclose the jurisdiction and explain the termination.

6.2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

6.2.10 A list of any civil lawsuits filed or pending on or after January 1, 2012, which were filed against

or on behalf of the Vendor in connection with its operations, or any of its employees in connection with their status and/or conduct as employees or any of its sub Vendors in connection with their status and/or conduct as sub Vendors.

- 6.2.11 A list of any criminal cases filed or pending on or after January 1, 2012, in which the Vendor, or any of its employees in connection with their status and/or conduct as employees, or any of its sub Vendors in connection with their status and/or conduct as sub Vendors have been named as defendants. Vendor shall also provide the status of each case so listed, including disposition when applicable.
- 6.2.12 A list of any of staff who are currently under State, Tribal, and/or Federal indictment or legal supervision including, but not limited to community supervision, probation, parole, mandatory release, pretrial or pre-prosecutorial supervision, and on bond awaiting trial and/or appeal.

6.3 STAFF QUALIFICATIONS

- 6.3.1 Provide credentials, qualifications as well as experience for each team member or key personnel on the project.
- 6.3.2 Provide name, job title, responsibilities, project management practices, role on the project, and number of years they have been in the role.
- 6.3.3 Provide a copy of the Vendor's organizational chart.
- 6.3.4 How many dedicated project managers do you staff?
- 6.3.5 What is the average turnover rate for the division assigned to this project?
- 6.3.6 How many dedicated project managers would be assigned to this project?
- 6.3.7 What percentage of the project manager(s)'s time will be dedicated to our project?

6.4 CUSTOMER SERVICE & SUPPORT

- 6.4.1 State the address and hours of operation of your local support center and list the number of technical support personnel assigned to this work location. Should a service location not exist in the Collin County region please list your nearest service location to the county.
- 6.4.2 Explain your support process. Do you have tier one and tier two support?
- 6.4.3 Is your support staff available to answer calls immediately or is your support process handled through messaging and call back?
- 6.4.4 What is your current call volume?
- 6.4.5 What is the average hold time?
- 6.4.6 What percentage of your support staff is certified? Please indicate type of certifications.
- 6.4.7 Is onsite support available?
- 6.4.8 What percent of your support staff are located off-shore?
- 6.4.9 How quickly does a qualified support resource respond to reported issues?
- 6.4.10 What is the turnaround time on resolving issues reported?
- 6.4.11 What is your escalation process?
- 6.4.14 What is your averaged time to value (TtV)?
- 6.4.15 What is a successful customer journey to your organization?

6.5 REFERENCES/EXPERIENCE/PAST PERFORMANCE

Proposer is requested to respond to the following:

- 6.5.1 Provide a minimum of three (3) verifiable references for whom vendor has provided similar

services in the past five (5) years. Include the following information for each reference; the name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process. Reference checks indicating poor or failed performance by vendor may be cause for rejection of the response submitted. References in adult probation departments in Texas are preferred.

- 6.5.2 Provide detailed listing of all current and prior clients within the last five (5) years. Include the company name, product/services provided, contract number, project start date through go-live date, contract term, total cost of contract, verified up-to-date point of contact as well as their position, email and telephone number.
- 6.5.3 What experience do you have working with organizations like ours?
- 6.5.4 How many customers in Texas are currently using the solution offered?
- 6.5.5 Provide an explanation of a challenged account and how you resolved the situation constructively.
- 6.5.6 Acknowledge in writing if there have been any past performance issues on any of your contracts, including whether or not you have been on a corrective action plan.
- 6.5.7 Describe how your company mitigates matters such as: cost overruns, extended performance periods, numerous warranty calls, etc.

6.6 REQUIREMENTS & DETAILED RESPONSE TO REQUIREMENTS

Contractor shall respond to all requirements in Attachment A - Requirements.

- 6.6.1 Requirements that require a detailed response shall be submitted as an attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document. Acknowledgement of response on this sheet is required and reference of location of response shall be referenced in the comment section of this document.
- 6.6.2 Any responses that are answered as a yes mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.

6.7 PROPOSED PROJECT PLAN

- 6.7.1 Provide Project Plan (preferably a GANTT Chart) in MS Project or other suitable format that describes the project level tasks, duration, resources and appropriate dependencies. Project Plan shall include all necessary components to render it a complete and operational system.
- 6.7.2 Proposed Project Plan showing, at a minimum, the following key areas:
 - 6.7.2.1 Installation
 - 6.7.2.2 Implementation
 - 6.7.2.3 Data migration services
 - 6.7.2.4 Education and Training
 - 6.7.2.5 Testing
 - 6.7.2.6 Support and service level agreements for implementation issues both immediate and on-going
 - 6.7.2.7 Development of any mandatory customizations
 - 6.7.2.8 Post-Implementation
 - 6.7.2.9 Timeline
- 6.7.4 The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Contractor shall include a description of how they will interact with this resource.

- 6.7.5 On average, how long does implementation take?
- 6.7.6 How often are projects completed on time and within budget?

6.8 PRICING/FEES

Contractor shall state pricing in the appropriate categories below and include any other costs associated with this project to render complete and operational. Pricing and Fees shall also be submitted through <https://collincountytx.ionwave.net>. Pricing shall be evaluated on a Best Value basis.

- 6.8.1 Software Cost
 - 6.8.1.1 Licensing Fees
 - 6.8.1.2 First year annual maintenance
 - 6.8.1.3 Annual maintenance cost for each year for years 2-5
 - 6.8.1.4 Optional – Cost for Cloud-Based Solution for year 1
 - 6.8.1.5 Optional – Cost for Cloud-Based Solution for each year for years 2-5
- 6.8.2 Implementation Services
 - 6.8.2.1 Installation and Configuration
 - 6.8.2.2 Project Management
 - 6.8.2.3 Testing
 - 6.8.2.4 Data Migration
 - 6.8.2.5 Training
 - 6.8.2.6 Post Go-Live Support
 - 6.8.2.7 Not to Exceed Travel Cost
- 6.8.3 State any other costs associated with this project to render complete and operational.
- 6.8.4 Optional – Hardware
 - 6.8.4.1 Hardware maintenance for year 1
 - 6.8.4.2 Hardware maintenance each year for years 2-5
- 6.8.5 Optional - Hourly rate for future software customizations/modifications.
- 6.8.6 Optional - Hourly rate for Project Manager
- 6.8.7 Optional - Cost for Integration via API

7.0 EXCEPTIONS

Instructions for completing section:

The exception table should be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the Vendor has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

Reference Number	<p>IMPORTANT INFORMATION:</p> <p>Proposers shall acknowledge and respond to each requirement on this spreadsheet.</p> <p>Any responses that are answered as a yes, mean that the system will fully comply with no setup required, configurable with no changes to source code, or are provided with reporting tool. If the functionality is not available at this time the response shall be answered as no and shall be included in your proposal as "exceptions" with further explanation. Refer to Section 7.0 of the specifications for more details on Exceptions.</p>	<p>Yes System currently performs these functions and/or agree to requirement</p>	<p>No System does not perform this function and/or cannot agree to requirement</p>	<p>Written Response: Include additional comments below. If additional space is needed, you may include this as a part of your attachment titled "Detailed Response to Requirements" and note accordingly below. The detailed responses shall be in order and include the reference numbers for each requirement response.</p>
GENERAL REQUIREMENTS				
5.15 MAJOR APPLICATION COMPONENTS OF THIS PROJECT INCLUDE:				
5.15.1	Solutions shall comply with federal Criminal Justice Information Services (CJIS) standards and Health Insurance Portability and Accountability Act (HIPAA).			
5.15.2	System shall increase the efficiency of documentation so that staff time can be freed to enhance quality contacts with clients on their caseload.			
5.15.3	System shall have a common platform in which data can be collected, shared, and tracked to make better decisions at the client level.			
5.15.4	System shall enhance the ability to track outcomes and to access data in a way that can readily inform practice (e.g., reports).			
5.15.5	System shall accommodate 115-125 Collin County CSCD users.			
5.15.6	System shall be web-based and accessible through Google Chrome web browsers.			
5.15.7	System shall be able to easily and accurately push data to the Intermediate System (ISYS) of Community Supervision Tracking System (CSTS).			
5.15.8	System shall be role based, allowing multiple levels of permissions by groupings.			
5.15.9	System shall include administrative functionality that allows the reference data to be modified as needed.			
5.15.10	System shall provide a way to distinguish between records for different caseloads and programs either through separate instances of the underlying databases, or by marking individual records so that they are partitioned by user department.			
5.15.11	System shall allow for specified records to be accessed by other users in the department based on an affirmative action by an authorized person within the owner department.			
5.15.12	System shall have search capabilities within the application.			
5.15.13	Contractor shall be in compliance with The State of Texas data reporting requirements.			
5.15.14	Cloud-based solutions shall comply with Collin County Information Technology Cloud Services Agreement. (Refer to Attachment C, Collin County SaaS Subscription Agreement)			
5.15.15	Contractor shall comply with Community Supervision & Corrections Department Service Operations Agreement. (Refer to Attachment D, CSCD Sample Services Operations Agreement)			
5.16 CONTRACTOR RESPONSIBILITIES - Shall include, but are not necessarily limited to:				
5.16.1	Designing, engineering, ordering, delivering, installing (with coordination and assistance from the County IT department and the API integration), production, implementation, testing, developing, inputting software databases, documenting and warranting all systems and applications proposed.			
5.16.2	Perform all tasks necessary to develop and install all operating systems and user databases including data conversion from the existing system with coordination and assistance from the County IT department.			
5.16.3	Meet with all necessary user groups (CSCD, IT, Auditor, and if applicable Third Party Credit/Debit Payment contractors) to gather the information necessary to complete all final station and application database designs for all systems and applications that may be a part of any contract resulting from this RFP.			
5.16.4	Entering all system, user and application database(s) into the appropriate systems and testing them comprehensively with coordination and assistance from the Collin County IT department.			
5.16.5	Providing customer service, help desk and disaster recovery services for the duration of the contract.			
5.16.6	Provide Collin County with a comprehensive, final detailed system design configuration, including the case management system and all associated application systems prior to start of system installation and in accordance with an agreed upon delivery schedule reviewed and approved by Collin County.			
5.16.7	Provide a primary contact on behalf of the contractor who will work with Collin County CSCD and Collin County's Information Technology (IT) department for the duration of this project and is subject to Collin County's approval.			
5.16.8	Provide a test and production environment to stage changes.			
5.16.9	Clearly identify proven expertise to provide the required functionalities to meet the business needs of the Collin County CSCD through the implementation of a Case Management System.			
FUNCTIONAL REQUIREMENTS				
5.17 DASHBOARD				
5.17.1	The system shall have a "dashboard" that contains basic information that will help the user perform their job functions. This includes managers and supervisors who will need performance statistics on their staff.			
5.17.2	The dashboard will assist supervision officers to be more aware of what their caseload looks like within a snapshot.			

5.17.3	Information that shall be included within the snapshot are the week's events depicted on a calendar, the new and removed clients from their caseloads, their up-to-date technical and law violation rate, compliance measures, as well as any alerts.			
5.17.4	The users entire caseload shall be available from this area to search and filter to their needs.			
5.17.5	System shall have the ability to create customizable To-Do-Lists that will allow for staff to track necessary deliverables throughout the workflow. For example, when a meeting is scheduled with a client there will be a set of "to-do's" associated with seeing a client, write note, update address, schedule new appointment etc. and as those tasks are completed the to-do-list will be automatically updated.			
5.17.6	The dashboard shall be customizable by the individual staff, but the admin shall have the ability to push data to everyone's dashboard.			
5.17.7	The dashboard shall allow local administrative override which would allow the administrator to dictate specific aspects on each dashboard.			
5.18	FACE SHEETS			
5.18.1	Client Face Sheets (or data sheet) shall contain up to date data relevant on each defendant. Such as: client picture, last seen date, next court date (if applicable), most recent urinalysis results, pending due dates, assessment date, risk level, domains that are moderate to high risk, any internal appointments, etc.			
5.18.2	Additional data elements should be able to be added by each user department without affecting the other agencies.			
5.18.3	The system should allow for multiple face sheets (or client accounts) to be open at a single time.			
5.19	CASE INFORMATION			
5.19.1	Although there needs to be a single client record, each client must be able to have multiple cases assigned to them as well as multiple, distinct supervision periods. One case may contain multiple offenses.			
5.19.2	A violation shall be associated with a condition and the conditions shall be specific to a case.			
5.19.3	The CMS shall be set up to allow historical sharing of data as well as current information.			
5.19.4	Every case shall have a primary worker. This primary worker and his/her supervisors will be responsible for the day-to-day operations of the client and shall receive all notifications associated with that case.			
5.19.5	A client may have secondary workers assigned to their case but this staff is not responsible for the day-to-day work and should not receive alerts.			
5.19.6	The system shall allow the temporary reassignment of a caseload for a specified period of time to accommodate extended time off.			
5.19.7	System shall allow search by individual name, cause number, SID, or social security number.			
5.19.8	CMS should not allow two offenders to be entered with same SID.			
5.20	OFFENSES			
5.20.1	Offenses shall be pulled from the existing Collin County information court system and include specific case information including but not limited to Texas and National Crime Information Center (TCIC/NCIC) offense code and applicable statute.			
5.20.2	Any new, discontinued, corrected, and/or repealed offenses shall be updated promptly in the CMS as new versions are published and released by the Texas Department of Public Safety.			
5.21	EMPLOYMENT			
5.21.1	A client may have multiple employment positions throughout the duration of his record.			
5.21.2	Both current and previous employment information should be preserved.			
5.22	FINANCIALS			
5.22.1	Clients are ordered as part of their conditions to pay fees, restitution, fines, program costs, and other costs. The client's financials shall be tracked through the CMS.			
5.22.2	The financial module shall be able to verify a court order to assess a fee, assess and verify the fee amount, record a payment, void a record or receipt, debit an account, adjust a balance, reconcile a cash drawer, close out collections, and comply with accounting standards that control who may perform certain tasks based on a previous action (e.g. the same person may not assess and verify a fee).			
5.22.3	System shall provide ability to build receipt template and allow authorized personnel to edit template as necessary.			
5.22.4	System shall provide ability to find any receipt after a transaction is completed and re-print the receipt when needed. Receipt can only be purged by authorized personnel.			
5.22.5	System shall have ability to search transactions by transaction number, check number, party name or date recorded.			
5.22.6	System shall provide ability to enter customer's email address to automatically email their receipt when transaction is completed.			
5.22.7	System shall provide configurable list for payments on account and allow clerk to select account that applied to that transaction. Include payments on account in daily reporting.			
5.22.8	System shall have ability to reconcile unpaid transactions for an account.			
5.22.9	System shall have ability to void any transaction including related fees, and include a comment box for private clerk's notes detailing the reason for the void. Void or canceled transactions must require supervisor/manager approval or notification.			
5.22.10	System must have the ability to record the name of the person making a payment, especially when it is not the party associated with the account/debt.			

5.22.11	When a check is used for payment, the system must record the check number and may record the payer's id information (e.g., state and driver's license number).			
5.22.12	When a credit card is accepted for payment, the system must record the authorization code for the transaction, cardholder name, and last four digits of the credit card number used. It may also record the id information from the individual making the payment.			
5.22.13	System must have the ability to reverse payments made by check or credit card where the check or credit card is rejected or charged back (i.e., NSF or contested charge). Additionally, it must automatically assess the dishonored payment fee as set by Texas Statute and the County's Commissioners Court.			
5.22.14	Must have a method for recording and updating transactions related to refunds or voids through the credit card processor.			
5.22.15	System must comply with the Collin County Cash Handling Policy and Texas Statute relating to receipts, cash handling, and reporting.			
5.22.16	System shall provide ability to generate reports including:			
5.22.16.1	Collections report by user defined date range (collections balancing report) – transaction listing by cashier/till and tender type			
5.22.16.2	Enterprise daily transaction listing by tender type			
5.22.16.3	Daily deposit report (listing individual checks, sum of currency, sum of credit cards)			
5.22.16.4	Monthly bank reconciliation report			
5.22.16.5	Listing of receipts issued within a user defined date range			
5.22.16.6	Transaction adjustment report (where a transaction is modified after it is completed) for a user defined date range			
5.22.16.7	Report with all voided transactions within a user defined date range, to include detail of transaction, reason for void, clerk/supervisor who processed the void and any comments entered regarding the void.			
5.23	EDUCATION			
5.23.1	The CMS shall capture the education data and display the information on the face sheet.			
5.24	PHOTOS			
5.24.1	System shall have the ability to capture multiple photos within a client's record.			
5.24.2	System shall have the capacity to upload unlimited photos. Examples of some of the photographs that are collected are photos of tattoos, residences and evidence.			
5.24.3	Each photo shall have the ability to associate with a category, subject, date taken and system date stamped when uploaded.			
5.24.4	Category photo types consist of residence, body markings, client profile, evidence, and associations.			
5.24.5	This catalog will stay with a client record and if the data sharing agreement includes photos, then may be accessible as other shared data.			
5.25	ASSOCIATIONS			
5.25.1	Multiple people associate with a client during the duration of a record. These people shall be recorded in a new section entitled "Associations".			
5.25.2	An association of a client will be any person with whom they may be tied. These entries could be relatives, victims, friends, sponsors, co- defendants, etc. Often times data such as phone numbers, addresses and relationships are tied to an association. Contractor shall describe how this requirement will be met.			
5.25.3	System shall have the ability to indicate who is living in the same home/address as the client within the Associations section allowing CSCD personnel to check whether or not the client is living with the associate.			
5.25.4	In the case where restitution is collected, the victim receiving restitution shall be listed in the association section and reference within the financial area of the CMS.			
5.26	ASSESSMENTS			
5.26.1	The system shall include the Texas Risk Assessment System (TRAS) tools. The TRAS is comprised of the Felony and Misdemeanor tools (full and screener) along with the trailer assessments. For a complete list of the required documents, refer to Attachment E - TRAS Documents.			
5.26.2	The system shall capture the results of several other assessment tools including the ability to upload pen/paper assessments into the system and attach to a client.			
5.26.3	The system shall be able to communicate with existing data systems at the county and state levels to push/pull assessment data.			
5.26.4	The CMS shall provide reports to show which offender assessment data did or did not push to the State level.			
5.27	CASE PLAN			
5.27.1	The system shall include a case plan that is driven from the TRAS.			
5.27.2	The case plan shall be designed to capture the interventions for each individual and track their participation and ultimate completion of the interventions.			
5.27.3	The case plan shall be tied directly to the case notes to allow a seamless documentation system.			
5.27.4	The case plan shall include domains, targets for change, goals, and interventions.			
5.27.5	Services shall be tracked through the case plan function.			
5.27.6	The CMS shall provide a report showing which offender Case Plans are missing from an individual's file.			
5.28	CASE NOTES/CHRONOLOGICALS			
5.28.1	The case note section shall be designed to document the work done with a client.			
5.28.2	The case notes will document different types of contact as well as interventions completed by staff.			

5.28.3	The structure of the case note as well as any reference data shall be available for changes through the administrative tab.			
5.28.4	Some notes shall be auto-generated by the system (chronological templates) while others will be keyed in by staff directly.			
5.28.5	The chronological templates shall include at a minimum a template addressing the Case Plan for each Office Visit.			
5.28.6	The case notes shall be a combination of check boxes, value lists as well as open text.			
5.28.7	There will be different types of notes based on the contact selected, communication method, and other parameters as well as different reference data.			
5.28.8	Each of these note parameters will be able to be managed through administration functions including adding and disabling features.			
5.28.9	Once finalized, case notes can only be edited or deleted by approved users.			
5.28.10	In an effort to help identify clients at acute risk, each face-to-face case note shall include an assessment of the current crisis level of a client.			
5.28.11	This crisis level would be assessed based upon the values of the answered questions.			
5.28.12	The crisis level would be recorded and those who are identified as in crisis will be displayed on the user's dashboard as such.			
5.28.13	Uploaded documents need to link to the respective chronological entry.			
5.29	CONDITIONS			
5.29.1	The "conditions of supervision" is the contract between the client and the court outlining what is expected while on supervision. Each individual client will have a set of conditions that are associated with their supervision period. There are a standard set of conditions for misdemeanor and felony clients which are also unique to different types of caseloads. The conditions shall be able to be tracked (closed out when completed, etc.) and when appropriate modified throughout the client's supervision period.			
5.29.2	CSCD personnel will need the ability to add or delete conditions.			
5.30	RESPONSE TO BEHAVIOR			
5.30.1	The system shall track the structured responses to any positive or negative behavior associated with the client's stay on supervision, whether in the chronological entries or a separate sanction/incentive module in the CMS.			
5.30.2	The system shall electronically transfer information and route it through a chain of staff/reviews to be ultimately printed in a motion to revoke/adjudicate, violation report or any other document where a workflow is designated.			
5.30.3	The layers of responses will need to be customizable through the administration tab and the response different depending on specific characteristics of the offender. For example, the system should be customizable through the administration tab to modify the steps to respond based on risk level. The response would be tracked and documented in the case notes as well as the behavior response documents.			
5.31	ALERTS			
5.31.1	The system shall have an intricate notification system that allows for staff, supervisors, and administrators to be alerted when time frames are due/past due. There are multiple areas within the system that would be beneficial to set up with alerts that would go to the user's dashboard.			
5.31.2	Alerts must be generated from a specific action or date within the application.			
5.31.3	The alerts will go to the primary worker to refer the client to conduct an assessment.			
5.31.4	If the activity in which the alert is attached to is not completed in a timely basis, a second alert will be issued and the supervisor will be copied on the alert.			
5.32	CALENDAR			
5.32.1	The CMS shall have an integrated client/worker calendar.			
5.32.2	Events shall be created in the calendar and that event can be associated with a client, a worker, work group, or multiple iterations of both as well as a master calendar that can be grouped and sorted by different event types or features. Examples of these events may include: scheduled contacts, drug screening, follow up visits, homework due dates, etc.			
5.32.3	The client's next scheduled assessment date shall appear on the calendar as a shared event between the primary worker and client and an alert shall appear on the primary workers dashboard.			
5.32.4	Access to the user's entire calendar is needed while in an Offender's file so that looking for scheduling availability does not have to be done outside of the Offender's file.			
5.32.5	The calendar function shall allow for a query of the workers schedule, as well as accessing a client's specific schedule. For example, an officer has a home visit scheduled for 12 p.m. with Client X. The event should be located on both calendars. While it might be the only event related to supervision on the client's calendar for that day, the officer's calendar would have other tasks due.			
5.32.6	The calendar shall show and hide certain calendars from a user's view based on roles and business rules.			
5.32.7	The calendar shall allow overrides of a restricted calendar view by authorized personnel			
5.32.8	The calendar shall be viewed or printed in the following formats: day, week, or month.			
5.32.9	The calendar shall have a visual indicator of a change/new calendar event			
5.32.10	The calendar shall have the ability to print the following reports from the calendar: Itinerary, list of people with specific event types in a date range and individual client calendar.			
5.33	SCHEDULING			

5.33.1	In addition to the ability to maintain offender and staff calendars, the CMS shall also contain a robust schedule system for classes and appointments.			
5.33.2	The scheduling system will allow for each specific unit to maintain a schedule for booking assessment appointments as well as managing group treatment/class calendars.			
5.33.3	Specific to the assessment appointments, the system shall have the ability to set up a queue system in which a specific number of assessment slots will be available for staff to book for clients as well as the ability to assign staff to specific types of assessments.			
5.33.4	The scheduling system shall have a tracking component that aids in the business flow for the unit as well as tracking deliverables for each service.			
5.33.5	As for the class schedules, the system shall include the ability to add classes, track attendance, participation, have the ability to establish pre-requisites (e.g., paid for the class, specific risk level-or override), and track completion.			
5.33.6	The class scheduling shall integrate with the staff and client calendaring as well as the ability to manage room space.			
5.34	FORM BUILDER			
5.34.1	The system shall be able to create forms/letters on the fly based on specific data in the system as well as a set of canned forms based on the work flow (with embedded tokens).			
5.34.2	The business requirements for a form builder shall allow a place within the application to create needed forms for documentation purposes.			
5.34.3	The forms will range in complexity and content. The majority of the forms shall contain the basic "header" information of a client.			
5.35	REPORTS			
5.35.1	The system shall include the ability to run reports based on all fields in the system.			
5.35.2	The reporting module shall be robust and allow for staff to pull individual level reports as well as aggregate reports from all data points.			
5.35.3	System shall have ability to export bulk data on a designated schedule or by user defined date range without limitations. Examples of reports are: officers being able to run a report of everyone expiring within 3 months, Time Credits report, cases needing a TRAS, cases needing a Case Plan, chronology report showing how many of a given contact type have occurred during a specified contact period, and an expiration listing showing the expiration date/CSR owed/money owed/classes outstanding, etc.			
5.35.4	System shall have the ability to run pre-sentence reports per statute. Code of Criminal Procedure 42A.253 lists the contents of the presentence report. This shall include the ability to run a pre-sentence report on a defendant that is not yet in our system but then have the ability to link it to a case in our system. The system shall allow us to store the completed pre-sentence report even if the defendant does not get probation.			
5.35.5	Contractor shall provide examples of the reports outlined in Attachment B - CSCD Reports and show that they are able to meet the requirements for each report.			
5.36	QUALITY IMPROVEMENT			
5.36.1	The quality improvement module shall allow for key department personnel such as supervisors, administrators, and QI team members to audit cases, track any responses, and monitor the quality of the work completed by the staff.			
5.36.2	These cases shall be automatically generated by the system through a set structure and shall use high level trends as well as drill down to monitor individual actions.			
5.36.3	The structure shall allow for the user department to set the random draws by time frame, percentage, and/or a flat number of cases.			
5.36.4	A user department shall be able to randomly select cases, clients, case notes, case plans, assessments and other key elements so that supervisors and QI staff can monitor and track.			
5.36.5	System shall have ability to spell check data entry.			
5.36.6	System shall show error message if an entry is duplicated and allow clerk to override when necessary.			
5.36.7	For CMS that allows more than one user access to edit the same file simultaneously, it is preferred that those edits are disallowed on certain features/screens.			
5.37	DRUG TEST RESULT TRACKING			
5.37.1	The automated system shall include a comprehensive tracking system for the collection and reporting of the UAs and other drugs tests taken by the department.			
5.38	FEES & FINES			
5.38.1	The system shall allow the user to create and/or asses different fee types including fines and other monetary obligations of the client (such as restitution payments and program fees).			
5.38.2	Various fee types can be created, deleted, and customizable in the Fiscal Admin tab and can be applied on each individual case.			
5.38.3	The system shall be able to accept payments, apply payments, track payments, run reports on payments accepted by user, and print individual checks to recipients.			
5.38.4	The system shall allow for the user department to apply payments in a structured way throughout the supervision of a client. To do this, the system shall have an algorithm that is set through the financial admin tab that allows the user department to manage what the hierarchy is in applying the payments to the clients.			
5.39	DOCUMENT UPLOADER/VIEWER/ASSOCIATION			
5.39.1	The system shall allow for documents to be uploaded and associated directly with a specific client and within the client's case to a specific section.			

5.39.2	System shall allow for a range of documents to be uploaded including, but not limited to, portable document format (.PDF).			
5.39.3	System shall provide Optical Character Recognition (OCR) on all images.			
5.39.4	System shall provide key word search within each document similar to using the Ctrl+F function in MS Office.			
5.39.5	System shall have ability to zoom in or out of a document using touch screen, icons or hot keys.			
5.40	CLIENT TEXTING ABILITY			
5.40.1	The system shall host a client texting system that allows for the user department to text and receive texts from clients and it will record it in the case file.			
5.41	PROGRAMS			
5.41.1	The system shall have an integrated programs/treatment tracking module that will connect with the case plan, calendaring, case notes and conditions.			
5.41.2	This module shall allow for the department to roster clients to a specific program, track waiting lists, provide a snapshot of what programs clients are attending, as well as track the programs that clients have been referred, started, attended, and completed.			
5.41.3	The programs schedule shall be integrated with the grants/billing section that will allow for specific types of programs to be associated with fees, budgets, and specialized financial supports.			
5.41.4	System shall have a separate Sex Offender screen showing the registration status and ability to track polygraph testing.			
5.41.5	System shall include a separate courtesy tracking system for those offenders transferring into Collin County so that their status can be tracked and managed accordingly.			
5.42	EMPLOYEE TRAINING HOURS			
5.42.1	It is highly preferred that the system contain the ability for CSCD to enter and keep track of state-mandated employee training hours.			
5.43	COMMUNITY SUPERVISION TRACKING SYSTEM (CSTS)			
5.43.1	The CMS shall have well developed and fully functioning CSTS processing abilities.			
5.43.2	The CSTS Coordinator shall have the ability to run reports to process CSTS rejections and have the ability to create necessary transactions.			
5.44	CSTS ALERTS			
5.44.1	CSTS required fields left blank shall prompt a user by displaying an alert prior to exiting the case.			
5.44.2	The system shall have an intricate notification system which notifies the user of each missed field, the screen in which the missed field appears, and a prompt that shall continue to prompt until corrected.			
5.44.3	CSTS alerts shall also appear if other user entries immediately create errors prior to exiting the case (i.e.: Transfer Out, but not Indirect-Transfer Out, etc.). There are multiple CSTS scenarios where this is beneficial in preventing errors ahead of data pushes for state reporting.			
5.45	HISTORY SCREEN			
5.45.1	The system shall provide history to capture user, date, and time of changes made to data.			
5.45.2	The data changed shall provide the information before and after the change.			
5.45.3	System shall have ability to see any users' session in real time.			
5.45.4	System shall display session history and have ability to print the history or export it to a file such as Excel.			
TECHNICAL REQUIREMENTS/QUESTIONNAIRE				
The following technical requirements/questions are largely specific to on premise installations.				
Cloud based or hosted solutions should identify the technical framework in place to support the proposal and identify the security measures taken to maintain integrity of county data.				
5.46	SYSTEM ARCHITECTURE			
5.46.1	The CMS shall be based on a single record/single client.			
5.46.2	The system should be designed to accept data from the external data systems (the primary data systems are the county criminal justice management system and CJAD's ISYS/CSTS) and be able to provide information back to that system as well as transmit data to the state data warehouse.			
5.46.3	These data sharing efforts will be accomplished through web transfers, web services, File Transfer Protocol (FTP), and other scheduled file transfers.			
5.46.4	While there will be a single record/single client, the system must also be able to handle multiple court cases and/or multiple counts assigned to a single person.			
5.46.5	The department's response is contingent on the client's current offense and current supervision conditions and therefore must be able to discern between which cases the client is actively being supervised and to which case(s) the condition applies.			
5.46.6	Describe your application architecture by focusing on the implementation details for your presentation, business and data layers. You are encouraged to provide diagrams within the constraints of the proposal instructions.			
5.46.7	Explain the flow of communication between all tiers of the application.			
5.46.8	Explain what changes would be needed to allow the non-presentation tiers to support a forms/anonymous authentication pure web-based presentation tier that allows for submitting information into the systems (not just read-only).			
5.46.9	Examples: How are all business rules encapsulated in non-presentation tier? What are the possible issues concerning object serialization? Any issues with disconnected databases? Are there any "sticky" server requirements (caching/state management)? Windows security requirements?			

5.46.10	Is your system based on a web-based architecture? If so, briefly explain.			
5.46.11	What, if any, client components are required to be installed?			
5.46.12	Does your system support an N-tiered architecture?			
5.46.13	What questions determining whether logic is placed in the GUI, Business Layer or Data Layer? Briefly			
5.46.14	Is all business logic embedded in a business object layer of the application?			
5.46.15	If yes to 5.46.14, what percentage of the business logic is embedded in the business layer?			
5.46.16	Does your architecture support distributed business objects across multiple servers?			
5.46.17	Does your system have any batch processing routines that are required to run on a normal schedule such as close of business?			
5.47	USERS			
5.47.1	Users shall be created through an administrative function that will allow for adding additional users outside the user department if applicable.			
5.47.2	Collin County users can be authenticated using Windows Active Directory.			
5.47.3	Users shall have their own username and password to allow access to the system.			
5.47.4	The password shall follow the County's requirements.			
5.47.5	Department employees shall be attached to the hierarchy of supervisors or other roles.			
5.47.6	User accounts shall be controlled by the administrative entity in which the records are assigned (e.g. Pre-Trial Bond, Pre-Trial Diversion, Indirect Caseload, Direct Caseload, Specialized Caseload, Etc.)			
5.47.7	User roles shall be active while employed.			
5.47.8	The system shall allow any user who is authorized through the permissions/role to suspend accounts.			
5.47.9	The Super Administrator role shall be the only role to permanently disable an account (no user should be completely deleted since a history record should be maintained of all activity).			
5.47.10	The CMS shall allow users to open at least two sessions per user so that a user will not have to stop working in a file when a more pressing issue comes up.			
5.47.11	Users should be prompted to acknowledge system changes upon login or via summary email to all active users.			
5.48	SYSTEM / ADMINISTRATION AREAS			
5.48.1	The CMS system shall be accessible through a secure website using the most up-to-date version of Google Chrome web browser with the capacity to handle backwards capability for two versions.			
5.48.2	The system shall be hosted on a CJIS & HIPAA compliant server.			
5.48.3	For individual access, the CMS shall have a fluid role/permission structure that will be defined by role and individual.			
5.48.4	The roles shall be based on a range of permissions from Administrator to read only access. The roles shall be used as a basis for the permissions at the individual level.			
5.48.5	The roles shall also be flexible to be in line with supervisor/supervisee as well as independent of the hierarchical structure of the department, allowing for some roles to cut across supervisory groups.			
5.48.6	Where possible, Microsoft Windows Active Directory authentication shall be used to validate county employee users, either directly or through the Collin County Single Sign-On portal.			
5.48.7	Biometric authentication shall be available via fingerprint or other authentication methods, where needed. External accounts will be authenticated by the county identity provider of choice and will include 2FA.			
5.48.8	The system administrator for each user department shall have the ability to create, edit and delete user profiles; designate rights and roles, set or reset passwords, manage value lists and code tables, modify layouts to include or remove fields, and other functions unique to his/her department including adding/deleting/cloning rights.			
5.48.9	Changes made by one department shall not affect or change the user experience for other user departments.			
5.48.10	All changes to any client record shall be tracked and saved for security purposes and include the user, date, type and time of the change. This shall include, but not be limited to, accessing a specific client's record as well as any changes to that record.			
5.48.11	Authentications (user, outcome, and source IP), administrative changes, and account management auditing will have the ability to stream or be pulled via API to the county's SEIM.			
5.48.12	Records can be soft deleted from the system, but only the super administrative role should be able to hard delete a record.			
5.48.13	Even if soft deleted, the system shall track any changes to the record accordingly.			
5.48.14	If there are clients with multiple records, the system shall have the capacity to link records together so that the record can be attached to a single person. However, the system would maintain the information in both records instead of merging the two records together.			
5.48.15	The system shall have the ability to expunge and non-disclose records as required by statute and in accordance with the criteria established by each user department.			
5.48.16	The administrative tab should also include functionality that allows for reference fields to be added, modified, and deleted where necessary.			
5.49	SCALABILITY			

5.49.1	Please indicate to what extent your system is scalable in terms of maximum number of concurrent users supported: 1-50 51-100 101-500 501-1000 1001-2000 2001-5000 5001+			
5.49.2	Describe your largest site installation in terms of concurrent users, traffic, number of servers, bandwidth, etc.			
5.49.3	Can the software leverage load balancers in a round robin scheme?			
5.49.4	Can the software support virtualization? If so, does it work with VMWare?			
5.49.5	What constraints exist in the system which place limits on the number of concurrent users or servers?			
5.49.6	What performance tuning options exist that assist in increasing the number of concurrent users supported?			
5.49.7	What is your recommended bandwidth for a production site and disaster recovery site based on your experience with previous installations?			
5.50	BUSINESS LAYER/APPLICATION SERVER HARDWARE/SOFTWARE			
5.50.1	If the business layer is implemented on an application server, what software and version (OS, application server, etc.) is required?			
5.50.2	What is the minimum hardware configuration for an application server?			
5.50.3	What is the recommended hardware configuration for an application server?			
5.50.4	Is the application cluster aware?			
5.50.5	If yes to 5.50.4, Is there a preferred vendor or product for clustering solutions?			
5.50.6	Is any additional hardware or software, such as load balancers, transaction coordination, messaging, etc., needed for a deployment of this size?			
5.50.7	Specify the number of such servers required in the IT Infrastructure for 125 users.			
5.50.8	What method of communication is used between the presentation tier and business layer? (Remoting, Web Service, Com, etc.)			
5.50.9	Are any changes to the business layer architecture being considered for future releases? If yes, explain.			
5.51	DATA LAYER/DATABASE SERVER HARDWARE/SOFTWARE			
5.51.1	Are any changes to the data layer architecture being considered for future releases? If yes, explain.			
5.51.2	Which N-tier layer initiates and handles database transactions?			
5.51.3	How is database locking & contention avoided?			
5.51.4	Based on the database management system selected, please describe your company's approach to scalability in both processing power and storage.			
5.51.5	What is the minimum hardware configuration for a database server?			
5.51.6	What is the recommended hardware configuration for a database server?			
5.51.7	Are multiple/clustered database servers supported?			
5.51.8	Does the system have a data archiving function for sealed cases and expunged cases?			
5.51.9	Does the system support database replication to redundant hardware?			
5.51.10	Which SQL database Query Language standard does your database system support?			
5.51.11	Is your database fully normalized? If not, please provide the reasons why it is not.			
5.51.12	What export and import file formats does your system support?			
5.51.13	Is your entire database accessible for query or export?			
5.51.14	Please indicate the communication protocols that your system supports (COM, CORBA, FTP, XML, etc.).			
5.51.15	Does your database system support virtualized servers?			
5.51.16	What OS is required?			
5.51.17	What versions of the OS are supported?			
5.52	SECURITY			
5.52.1	List all of the methods of authentication your system supports (username/password, connected corporate directory, single sign-on, etc.)?			
5.52.2	Does your system support MFA? If yes list which methods are supported like internal MFA, 3rd party with Azure, and/or 3rd party other.			
5.52.3	Does the client support the use of any external or third party security devices (RSA tokens, biometric, 2FA integrations, card readers, etc.) to validate the identity of the user?			
5.52.4	Can your system restrict access to the application based on source networks/source IPs?			
5.52.5	Is security configurable to support existing on-prem Active Directory and form-based authentication?			
5.52.6	Is security configurable to allow single sign-on utilizing the county's existing Microsoft active directory?			
5.52.7	Does your solution integrate with Okta for single sign-on (SSO).?			
5.52.8	How are non-county accounts that will use the application managed?			
5.52.9	If in the cloud do you provide the capability to geoblock access to the application?			

5.52.10	If internal users are used can the user create and change their password?			
5.52.11	If internal users are used can the county manage the password policy for those accounts. For example password complexity, password length, account lockout, expiration, etc.			
5.52.12	If no to 5.52.11 what is the password policy for internal accounts? For example password complexity, password length, account lockout, expiration, etc.			
5.52.13	Is the software fully integrated with Active Directory to allow for a single sign on in trusted domains?			
5.52.14	What security measures are taken to ensure that authenticated users are only transmitted information that they would normally have access to within the application when connecting through the business object layer and data layer using third party tools?			
5.52.15	At what levels can security be administered?			
5.52.14	Is the system able to specify different security privileges between civil and criminal jurisdictions?			
5.52.15	Is the system capable of handling user groups that will limit access to specified modules?			
5.52.16	Does your system manage rights and roles with the county's active directory groups?			
5.52.17	Does your solution manage rights and roles with built-in groups or both?			
5.52.18	Can your solution nest county active directory groups inside of built-in groups?			
5.52.19	Does the software support role-based security?			
5.52.20	If yes to 5.52.19, is it specified in the business object layer?			
5.52.21	Does the software support Microsoft .Net web role-based security to restrict access to specific pages and web folders?			
5.52.22	Are logins or other user activities logged in an audit table? Explain how logins are logged.			
5.52.23	Do you offer the capability to export your logs to the county's on-premise SEIM? If yes, list log types supported like authentication Logs, change Logs, traffic Logs, and/or other.			
5.52.24	Does the application support not sharing accounts?			
5.52.25	Please explain the aspects of the application that are and are not PCI compliant with data security standards.			
5.52.26	How is database security handled?			
5.52.27	Are there any areas of the application with dynamic SQL?			
5.52.28	How does your security model protect against SQL injection?			
5.52.29	What data is transmitted to the client machine?			
5.52.30	Can client-side data be restricted?			
5.52.31	Is sensitive data transmitted and not visible on the client side or is sensitive data not transmitted from the server side?			
5.52.32	Does the application leave cookies on the client computer?			
5.52.33	If yes to 5.52.32, does the cookie contain identity information to authenticate users or any other sensitive/confidential data?			
5.52.34	What communication ports are used for back-end remoting?			
5.52.35	Can the communication ports that are used for backend remoting be customized to assign a specific port number?			
5.52.36	Does the application contain a workstation timeout function that will prohibit the client from accessing data after a specified amount of inactivity?			
5.52.37	If yes to 5.52.36, what happens to any data that may have not been saved at the point the timeout?			
5.52.38	Is data in transit encrypted?			
5.52.39	If yes to 5.52.39, what forms of encryption are supported? Please elaborate.			
5.52.40	Is data at rest encrypted?			
5.52.41	If yes to 5.52.40, what forms of encryption are supported? Please elaborate.			
5.52.42	Are there any hardware constraints embedded in the software related to the MAC address or other network-related constraints?			
5.52.43	Does your solution meet CIJS security requirements?			
5.52.44	What is your application patch policy?			
5.52.45	Do you run a bug bounty program to identify vulnerabilities in your application?			
5.52.46	What is your breach notification policy for your customers if you suffer a cybersecurity breach?			
5.52.47	Explain your notification policy if a misconfiguration is identified that may have put your customer at risk (for example, exposing RDP to the internet).			
5.52.48	What is your notification policy if you determine the county has misconfigured your solution and put itself at risk?			
5.52.49	Who is responsible for providing notifications regarding system outages, and what is your expected timeframe for delivering these notifications?			
5.52.50	If your solution is in the cloud who owns the county's data?			
5.52.51	If your solution is in the cloud does your solution comply with the FedRAMP requirements?			
5.52.52	If your solution is in the cloud can the county's data be stored in any other country besides the United States?			
5.52.53	If yes to 5.52.52, what other countries may store the county's data?			
5.52.54	If yes to 5.52.52, can Collin County restrict data storage to US locations only?			

5.52.55	Does your solution store any personally identifiable information, personal health data, payment card information (PII, PHI, or PCI data), or secure/confidential information?			
5.52.56	If yes to 5.52.55, list what types of data are stored.			
5.52.57	How often does your company do cybersecurity audits from a third party?			
5.52.58	When was the last time your company did a cybersecurity audit by a third party?			
5.52.59	Do you do vulnerability scanning before a deployment of the system?			
5.52.60	If yes to 5.52.59, please describe the process and the tools used.			
5.52.61	How do you back up the county's data, and how long do you keep the backups?			
5.52.62	Can you export the backup to the county's data center for the county to back up?			
5.52.63	What is your record retention policy for the county's data?			
5.52.64	What is your data retention policy after the end of service? For example, do you securely remove all of our data at the end of service, and how long will you keep it?			
5.52.65	Is the system deployed as a stand-alone configuration on the county's network or does it make any calls to cloud-based services?			
5.52.66	If your system is web enabled, please describe your security architecture (e.g., firewall, public key infrastructure, encryption).			
5.52.67	Is the security proxy-based or does it require specific security assignments?			
5.52.68	Are any changes to the security structure architecture being considered for future releases? If yes, explain.			
5.52.69	What other security features are provided?			
5.53	LANGUAGES			
5.53.1	What is the primary programming language used in writing the application?			
5.53.2	Are any other languages used?			
5.53.3	If a web application, is Java used? Please explain.			
5.53.4	Explain how your application minimizes the use of JavaScript?			
5.54	DEVELOPMENT PROCESS			
5.54.1	What development technique(s) are used?			
5.54.2	How is analysis done/recorded?			
5.54.3	How is change management performed?			
5.54.4	How are defects reported, investigated, and processed?			
5.54.5	How are enhancements requested, investigated, and processed?			
5.54.6	How often are upgrades/updates released to production?			
5.55	DOCUMENTATION			
5.55.1	Provide a copy of the release notes of your last 4 upgrades/updates.			
5.55.2	Provide a copy of the outstanding defect list.			
5.55.3	Provide a copy of the outstanding ticket list.			
5.55.4	Provide any installation materials.			
5.55.5	Provide documentation regarding configuration and programing details.			
5.55.6	What database documentation is available (data models, object models)?			
5.55.7	Is there SDK/API documentation available?			
5.55.8	Provide detailed system documentation that describes all system administration functions.			
5.56	VERSION CONTROL			
5.56.1	Detail your methodology for maintaining version control of the case management systems in production (deployed).			
5.56.2	How many versions of the application are currently in production and under maintenance?			
5.56.3	What is your methodology for distribution of new releases?			
5.56.4	How is the application upgraded/updated with new releases?			
5.56.5	What was the total file size of the last 2 upgrades/updates?			
5.56.6	How are deployments handled during normal business hours for critical fix releases? Explain the process.			
5.56.7	What tool is utilized to manage source control?			
5.56.8	What objects are stored in source control (application source code only, DDL, stored procs, data models, all of the above)?			
5.56.9	What is NOT stored in source control and why?			
5.56.10	Explain how you would handle version control in a co-development environment with both a local and remote code base to be managed.			
5.57	INTERFACES			
The purpose of this section is to determine the vendor's methods, abilities and experience in designing and developing interfaces. The required interfaces with state agencies and other external entities, including existing case management systems, are identified below with brief descriptions. At this time, specifications adequate to provide accurate cost estimates for these interfaces are not available. Specific cost estimates for these interfaces will be discussed at a later time. In your response, please answer the following questions related to your approach for constructing interfaces with external agencies:				
5.57.1	Describe any existing framework your product may include to facilitate interfacing with other systems. (i.e. Land Data-eStar Plus, TX Online, Idox, VINE, TDEX, NDEX, TLETS, etc.)			

5.57.2	Is the existing framework available to third parties to use for development (i.e., could Collin County use the framework to develop the interfaces			
5.57.3	Would your system require any third party products? If so, please include licensing cost estimates in your proposal.			
5.57.4	What method does your system use to ensure data is successfully delivered to other systems?			
5.57.5	Please identify any relevant experience including reference contact information.			
5.57.6	Is your business layer capable of receiving data from sources other than your presentation layer? For example, can a third party program directly access your business layer and have all business logic executed?			
5.57.7	Do you currently have interfaces in production that support real-time, near real-time and batch modes?			
5.57.8	Please describe existing interfaces that the application currently provides. Specifically, detail the method of transferring data, timing, location of edits and business logic and the methodology of communicating failures to initiating			
5.58	DATA CONVERSION			
5.58.1	Do you have experience with data conversion from other CMS's to your system?			
5.58.2	If yes to 5.58.1, what CMS systems have you converted? Please identify relevant experience including reference contact information of clients.			
5.58.3	Describe any existing framework your product may include to facilitate converting data from other systems.			
5.58.4	Describe if/how the application's business logic would be enforced on new data as its being converted.			
5.58.5	Provide information related to the actual percentage of data converted from a legacy system that has been successful.			
5.58.6	How much experience does your company have in full data conversion of a court or multiple court centralized data?			
5.58.7	Contractor shall create a data conversion plan to convert all current data and images.			
5.58.8	The data conversion plan shall clearly define the roles and responsibilities of the contractor and Collin County.			
5.59	CLIENT/PRESENTATION LAYER HARDWARE/SOFTWARE REQUIREMENTS			
5.59.1	What is the minimum hardware configuration for a client machine?			
5.59.2	What is the recommended hardware configuration for a client machine?			
5.59.3	Is the software Section 508 compatible?			
5.59.4	Are there any client installs necessary that might be impacted by browser settings or other workstation restrictions?			
5.59.5	Please list any third party hardware or software that is required for a client machine. If the hardware or software is only needed on some client machines, please indicate the criterion that determines the number. For example: one per office, two for every ten users, etc.			
5.59.6	How are client software updates distributed?			
5.59.7	Do all clients have to be running the most recent software or can an update rollout be phased?			
5.59.8	What is the minimum screen resolution to run the application?			
5.59.9	What is the recommended screen resolution to run the application that minimizes the use of scrolling?			
5.59.10	Please describe any recommended hardware or software that is needed for cash drawer functions, including but not limited to: cash drawer, receipt printer, credit/debit card processing, check scanning, etc.			
5.59.11	What network protocols are necessary for the client to successfully run the application?			
5.59.12	What web browsers are supported?			
5.59.13	What versions of MS Office does your system support?			
5.59.14	Does your application support and utilize multi-core/multi-CPU hardware and 64-bit operating systems?			
5.59.15	Are any changes to the Client/Presentation Architecture being considered for future releases? If yes, explain.			
5.59.16	Is the application supported in a terminal services /Citrix environment?			
5.59.17	What versions of the Windows operating system are supported?			
5.59.18	Does the system support running in a virtualized environment utilizing industry standard virtualization software?			
5.59.19	Describe plan to keep Collin County up to date on current changes and operating systems, during the term of the contract.			
5.60	RELIABILITY & DISASTER RECOVERY			
5.60.1	Describe your backup and business continuity strategies including a disaster recovery plan that would restore data if the cloud system's data center was rendered unusable as a result of a natural disaster or major catastrophe.			
5.60.2	What is the mean time between failures (MTBF) for your product?			
5.60.3	What is the average percentage of up time per server?			
5.60.4	Upon failure, what is the average down time per server?			
5.60.5	What common formats of data backup does your system support?			
5.60.6	Does your system support scheduled automated backups?			
5.60.7	How does the application support '2-phase commits' for an entire 'unit-of-work'?			
5.60.8	Which points of failure could cause a partial rollback on a unit-of-work? For example, when initiating a case is it possible for a failure to roll back the case record but not the party record?			

5.60.9	Do you have agreements in place with backup software vendors or do you recommend any specific backup software that works best with your products?			
5.61	PERFORMANCE			
5.61.1	What is the typical response time of submitting a transaction such as a new case filing (assume at least 250 concurrent users)?			
5.61.2	What is the typical time it takes between each screen refresh (assume at least 250 concurrent users)?			
5.61.3	What is the typical response time between each screen refresh with the maximum number of concurrent users?			
5.61.4	What data is cached, where is it cached, and what is the refresh policy?			
5.61.5	What is the typical response time to perform a case lookup during normal activity and peak activity?			
5.61.6	How much time does it take to initiate a case number during normal activity and peak activity?			
5.61.7	What components of your application can be monitored with monitoring tools?			
5.61.8	What monitoring tools are used?			
5.62	WORKFLOW			
5.62.1	Does the system have the ability to intelligently populate fields based upon responses in previous fields?			
5.62.2	Does the system have interactive capabilities to force a choice or recommend a default choice from a specified pop-up menu based upon prior field entries?			
5.62.3	Does the system support validation rules to verify entries are consistent with selection lists, logical rules and business rules?			
5.62.4	Does the system support syntactic and semantic validation? For example, capitalizing offense codes - syntactic or sentence does not match offense error code - semantic.			
5.62.5	Does the system support the routing of documents and messages based upon selected choices?			
5.62.6	Does the system provide the ability to define business process and workflow of applications and cases?			
5.62.7	Does the system provide the ability to code business rules and triggers associated with workflow progress?			
5.62.8	Does the system provide the ability interactive capabilities to force completion for selected activities?			
5.62.9	Does the system provide the ability to stop and start workflow based upon status (pending, approved), time frame, and occurrences?			
5.62.10	Does the system provide the ability interactive capabilities to place on hold future activities?			
5.62.11	Does the system provide interactive capabilities to release activities after a specified time has elapsed or upon completion of another activity?			
5.62.12	Does the system provide a business rules repository?			
5.62.13	Does the system provide a library of workflow patterns to document process and facilitate future changes? For example, normal case vs mental health case.			
5.62.14	Does the system provide a library of report formats to analyze workflow for both user groups and individual users?			
5.62.15	Does the system provide information for improving transactional processes based upon the process performance of the transactional system (Knowledge Base Solution promotion)?			
5.62.16	Can any workflow in the system be modified without code changes? Explain how workflow is configured in your system and who can modify the workflow.			
5.63	USABILITY			
5.63.1	Does the system provide pop-up and pull-down menus to allow table lookups on many fields?			
5.63.2	Does the system support lookup tables by providing selection lists for fields such as state, contract type, rates?			
5.63.3	Does the system provide a flexible display format that allows changes to be made to screens as new products are introduced, new data fields are collected, etc.			
5.63.4	Does the system support user defined fields?			
5.63.5	Does the system provide multi-lingual support?			
5.63.6	Does the system provide online help to explain the system? For example, right clicking and selecting help on a cost/fee field would bring up a information on how to enter data in a field.			
5.63.7	Does the system provide online help to explain the business? For example, right clicking and selecting help on a cost/fee field would bring up a definition of cost/fee and its standard calculation.			
5.63.8	Does the system provide online help to explain the specific equations? For example, right clicking and selecting help on a cost/fee field would bring up a definition of cost/fee, its standard calculation for that field in that record (fee type).			
5.64	CONFIGURATION MANAGEMENT			
5.64.1	Please explain your approach to managing changes and deploying to production.			
5.64.2	What client software might cause problems with your system?			
5.64.3	How are deployments handled in your system?			
5.64.4	Do you have an automated process?			
5.65	DEVELOPMENT ENVIRONMENT			
5.65.1	Please explain and describe the architecture required to support a proposed co-development environment.			
5.66	TEST ENVIRONMENT			
5.66.1	Please explain and describe the testing process for system testing and unit testing and further outline the environment necessary to support code generation and testing for your system.			
5.66.2	Explain how you handle regression testing.			

5.66.3	What percentage of the application is covered in unit testing?			
5.66.4	How much of the unit testing is automated?			
5.66.5	Is an automated testing tool used? If so, what product and version?			
5.66.6	What is the testing process used? (etc. Beta/CTP?)			
5.66.7	What methods are used for load and stress testing?			
5.66.8	Please provide a sample of your test results.			
5.66.9	Do you have any documentation on manual testing?			
5.66.10	How would regression testing be managed in a co-development environment?			
5.66.11	What is your ratio of developers to quality assurance engineers?			
5.67	RUN-TIME ENVIRONMENT			
5.67.1	Please incorporate the component specifications provided to fully detail the run-time specifications required for the use of your system.			
5.68	DATA MIGRATION REQUIREMENTS			
5.68.1	The system shall allow for seamless data migration from the current MySQL systems as well as local file maker pro databases where appropriate.			
5.69	TRAINING REQUIREMENTS			
5.69.1	Contractor shall develop and conduct training programs specifically designed for the system being installed, including system administration, diagnostic, reporting, recordings, proactive management functions, fine-tuning application database(s), etc. after the final phase of Production Implementation.			
5.69.2	Contractor shall provide training resources, timeline and training program description (e.g. Train-the-trainer philosophy, upgrade implementation/training, system administrator training, end-user knowledge transfer and reports).			
5.69.3	Contractor shall provide a separate environment to allow for training employees on the system.			
5.70	GO-LIVE SUPPORT REQUIREMENTS			
5.70.1	Contractor shall provide on-site support during the "go-live" period.			
5.71	IMPLEMENTATION REQUIREMENTS			
5.71.1	Assist with implementation activities the week of Go-Live. The contractor shall supply enough personnel (remote or onsite at Collin County Offices) to cover go-live activities and be available in the event that issues arise during production implementation of the system.			
5.72	MAINTENANCE/WARRANTY/SERVICE RESPONSE REQUIREMENTS			
5.72.1	Contractor shall provide documentation covering Warranty/Maintenance.			
5.72.2	Warranty service shall include Contractor response to system problems.			
5.72.3	Provide implementation support and ongoing Production Support including unlimited telephone support, remote access support or in person support (if applicable) Collin County's location(s) or such other locations as CSCD may specify or is necessary.			
5.72.4	Provide for a fail-over process in case of a processor failure or natural disaster.			
5.72.5	Provide total system failure procedures identifying if system will be a self-contained re-boot or if it will require manual intervention.			
5.72.6	In the event of a system or database crash, vendor shall provide database restore procedures for immediate recovery following the restoration or correction of a hardware or software failure.			
5.72.7	Contractor will provide Collin County an escalation call list and shall keep the escalation call list updated as time passes.			
5.72.8	Should the condition require a hardware re-boot, Contractor shall notify Collin County's designated IT Support Group and ask Collin County's permission to re-boot the hardware environment.			
5.72.9	In the event that any emergency is not corrected by the Contractor within twelve (12) hours from receipt of notice, the Contractor shall replace that portion of the system causing such emergency with new items of equipment or software within twenty-four (24) hours from receipt of the emergency.			
5.72.10	<u>Response to major failure maintenance calls shall not exceed four (4) hours. Major Failure maintenance shall be defined as follows:</u> The entire system is inoperative. Disruption in service to a single user of material nature. Material nature shall mean CSCD's operations are critically affected.			
5.72.11	Response to a minor failure shall not exceed the next business day following the report.			
5.72.12	<u>Minor Failure shall be defined as follows:</u> Any request for service when a major failure does not exist shall be deemed to be a minor failure.			
5.73	TESTING REQUIREMENTS			
5.73.1	Testing environment shall allow the County to thoroughly test all aspects of all applications.			
5.73.2	Contractor shall propose, develop, and execute a testing plan approved by the County.			
5.73.3	Contractor shall install, configure, test and make operational the contractor's system in the County/IT environment.			
5.73.4	Contractor shall provide system testing. This is a test for system operations, features, application integration, application testing, etc.			

5.73.5	Contractor shall provide sample system acceptance test plan for Collin County's review as a part of the RFP response.			
5.73.6	As part of the Implementation Phase of the project, Collin County shall have a Parallel Test Period of 30-60 days prior to Go-Live implementation date of the new system			
5.73.7	Issues uncovered during the Parallel Test Period will be tracked and resolved prior to GO-Live implementation.			
5.73.8	Severity of Parallel Test Period issues may impact the Go-Live implementation date			
5.74	FIT GAP ANALYSIS REQUIREMENTS			
5.74.1	As part of the Start-up and Planning Phase of the project, the contractor shall perform a Fit-Gap analysis with Collin County CSCD personnel to identify any gaps or functionality required.			
5.74.2	All gaps shall be identified on a gap list that will be tracked to resolution during the duration of the project. Each identified gap will require an action plan to resolve the gap.			
5.74.3	Each identified gap shall require an action plan to resolve the gap.			
5.75	MISCELLANEOUS			
5.75.1	Of all of your production sites, what is the largest number of users at one site?			
5.75.2	Of all of your production sites, what is the average number of users?			
5.75.3	Does your system allow server-side configuration of templates used for printing such as receipt printing?			
5.75.4	Will your system be in compliance with State data reporting requirements?			

Report	Description
Daily Balancing Reports for Money Collected	A report that shows detail of payments collected with a breakdown of payment type/method and total of money collected. Capability to run by date range, user, location, Shows all collections for each fee type by date range; provides a grand total
Collection Summary Report	Shows collections for each fee type by date range for each specific court
Collection Summary - Batch Report	Report that can be run for each fee type to show collections for specific date range (includes cause number, court, date of payment, defendant, amount of payment applied to that specific fee type)
Receipts by Fee Type Report	Report that identifies all voided payments that can be run by date range of when void was completed
Report for Voided Payments	Report in .csv format to upload to bank anytime a check is printed or voided
Positive Pay Report	Lists all checks printed on specific check run with payment detail (check number, amount, date of check, payee, cause number, receipt number, amount of receipt, and defendant)
Check Register Report	Lists information on a report rather than on check stub when amount of info exceeds the space
Check Stub Overflow Report	Capable of identifying the following: Issued Checks, Outstanding Checks, Voided Checks, Reconciled Checks)
Report for Status of Checks Reports for Disbursal of Unclaimed Restitution	Detail of information of payments disbursed to state in NAUPA format
Reports for Disbursal of Unclaimed Property (uncashed overpayments)	Detail of information of payments disbursed to state in NAUPA format
GASB34 Reports (County and District)	Shows offender's balances on fine, court costs, and attorney fees; can be run by date range and for county balances and district balances
Court Administration Form	County and District collections of fine and court costs imported into the Court Administration Form
Officer & Caseworker Reports	
TRAS Due	Show what TRAS assessments that are due. Capability to run with an end so that if one is missed before hand, it will still be caught on future ran reports
Work Completed	Show what kind of chronological types were completed. Ability to select different types of activity/chronos like drug tests, amended order, initial intake, mail report, OV, TRAS full, TRAS Screener, Web Report
Expiration Listing	A report that shows what cases expire during a certain date range. Ability to run by caseloads and by date range

Face to Face Directs	Direct cases only. These cases should have a visit (Field or Office) within the last 90 days. If not then, the report will list the case with no contact. Ability to run by caseload and date range (month& year)
Time Credits	Shows cases that are eligible for Time Credit according to the law and then what credits have been applied to what category. Ability to run by caseload.
Mandatory Review	Shows cases that are eligible for Early Term Review. Ability to run by caseload, date range, and violation status
No Monthly Contact Listing	Direct cases only. Shows cases that have not been reported by Office/Field for the month. Will show the last two months of contact and then the last contact ever made and what that contact was. Ability to run by caseload and month.
Violation Report	Shows the cases that had violations completed. Ability to run by caseload, date range, and violation status
Supervision level	Shows the cases based on the supervision level. Ability to run by caseload, supervision level, by court and date range; totals provided by case and offenders
Progress & Conduct Report	Shows cases that either require a P&C to be completed and sent to the sending county/state or a P&C is needed from the cases that have been transferred out. Ability to run by caseload and supervision level
Acceptance/Rejection Status	Indirect cases. This will show the acceptance/rejection status of cases being transferred out. Ability to run by caseload
New Case Report	New cases assigned to a caseload. Ability to run by a caseload and date range.
Case Plan	Direct cases only. Cases that need a Case Plan completed due to being a supervision level 1, 2, or 3. Ability to run by caseload
Casefile Review	Indirect cases only. This shows cases that require a casefile within the specified time. Ability to run by caseload
Monthly Statistics Report	Shows which cases have which supervision levels. Shows by felony/misdemeanor, supervision level, and date

CSTS Related Reports

Monthly Community Supervision Report (MCSR)	Referred to as 'State Report', this report includes aggregate end of month counts, placements, and terminations separated by felony and misdemeanor by offender. Calculations provided for persons receiving supervision at both End of Month (Direct, Indirect, Pretrial, Transfers) and calculations for new Monthly Activity (Placements minus Terminations) with all subcategories as defined for each. Ability to run for month-end statistics and have ability to regenerate same on any future date as needed
Monthly Community Supervision Report (MCSR) Detail	Report includes detail for each line item of simultaneously created MCSR by category representing name, SID and PID, cause, supervision level, placements detail, termination detail. Ability to run for month-end statistics and have ability to regenerate same on any future date as needed.
Monthly Community Supervision Staff Report (MCSSR)	Report details how many paid staff are employed, what type of job they have, whether full time or part time, and how many people left the department as of the last working day of the month.
Missing SID and/or TRN/TRS	Shows all offenders or cases whose SID (offender) or TRN/TRS (case) is missing from case management system. Ability to filter active or inactive cases; ability to filter by officer/caseload.
CSTS Presubmit Errors	Shows any offender and/or case with CSTS errors present which would prevent case from reporting to CJAD/ISYS. Ability to run as needed.
Employee Listing	Includes all employees during specified date range reflecting name, Registrar ID, MCSR Status, Job Title. Ability to run as needed.

Caseload Report

Report includes the individual number of community supervision officers (CSOs) supervising at least one direct offender on the last day of the month by job title (Regular, Specialized, Residential, Part-Time and Other CSO categories); the count for each officer must match the MCSSR. Includes the number of pretrial officers and staff who spend at least 50% of their time supervising persons on pretrial supervision (Diversion Pretrial Officers, Diversion Pretrial Staff, Bond Pretrial Officers and Bond Pretrial Staff). The report includes caseload counts for each officer and staff type detailed with breakdown: Direct Felony, Direct Misdemeanor, Pretrial Diversion Felony, Pretrial Diversion Misdemeanor, Pretrial Bond Felony, Pretrial Bond Misdemeanor. The report includes the Caseload Summary with Job Titles/Corresponding Counts. Further, a breakdown more detailed list of the officers and staff by name and corresponding numbers. Lastly, cases missing supervision officer or staff assignment will be identified for reconciliation and reallocation. Ability to run monthly, submitted biannually to CJAD.

Annual Restitution Survey

Report includes totals reflecting the number of defendants who worked community service hours (CSR), the number of community service hours worked, number of defendants who paid restitution, and how much victim restitution was collected. A detailed list with information representing the totals is included for validation. Lists for each should include name, SID, cause number, date CSR ordered, date CSR worked, number of hours worked, CSR agency where hours worked, amount of restitution ordered, and amount of restitution paid, when applicable. Ability to run as needed for validation, submitted annually to CJAD.

Community Service (CSR) Reports

Report representing community service (CSR) hours run based on the CSR entered by categories: Worked, Donation, Waived, Out of County. For each category, a separate report can be run as needed for validation and auditing purposes. Each report should include the name, SID, cause number, date CSR ordered, date of CSR contribution, number of hours served, CSR agency served, when applicable. Ability to run for specified date range on active and inactive cases as needed or have ability to filter any null category or agency.

Monthly MCSR Comparison Report	<p>Report addresses multiple categories of placements and terminations for both direct and indirect, pretrial and probation cases based on how the data was captured on the MCSR from prior month versus the data currently residing within CJAD/ISYS. Indicates conflicting ownership scenarios, discrepancies of felony versus misdemeanor based on originating county data either by error or missing transfer opportunity - or - based on which level/degree captured on MCSR, back-dated placements and terminations, PIDs not found on MCSR yet reporting in ISYS, appeals and mandates/new trials granted/shock incarceration/reinstatements as they relate to placement or terminations, on MCSR as terminated, on MCSR as direct yet now indirect for prior month, premature case closures, SID merges that cause PID discrepancies, expunctions, and more. Includes all terminated cases with a date falling within a specified date range. Report includes all case-related data including a variety of data elements utilized by various staff within the department for audit purposes. (including, but not limited to: SID, name, cause number, offense description, placement date, expiration date, last extension expiration date, reason for termination, time credit eligible, if time credits applied and more.</p>
Terminations List	<p>Includes all CSTS data changes that can only be modified through ISYS via the Manual Change site. Need ability to run daily.</p>
Manual Changes Report	<p>Includes all CSTS rejected transactions that must be worked and resent, reconciled, or deleted within the case management system after submitting Change Request via ISYS site, when applicable. Need ability to run report in conjunction with scheduled data push.</p>
CSTS Rejection Report	<p>Report during specified date range which includes the program code and name, designator, number of felons participating in a program at the beginning of the month, adds and deletes, and end of the month total. Report also includes number of misdemeanants in a program at the beginning of the month, adds and deletes, and end of the month total. Ability to run as needed.</p>
Programs Report	<p>Report provides breakdown of all program activity including name and cause number to reflect those offenders who began, were added or deleted, and those who remained in the program at month end. Ability to run as needed.</p>
Detailed Programs Report	

Multi-category report capturing scenarios not already included in CSTS Presubmit Error Report, CSTS Manual Changes, CSTS Rejections, or Comparison Report. Categories include, but are not limited to: SID Missing Supervision Level, SID w/Transfer Out yet Supervision Level not Indirect-Transfer, SID w/Transfer-Out Supervision Level yet not Transferred, Civil or Pretrial w/Incorrect Supervision Level, Case Missing Supervision Term, Transfer-In Case Returned yet Still Active, Direct w/no CSO, Expired Pretrial Cases, Probation or Pretrial Missing Initial Supervision Term, Active SID Assigned to Inactive Officer, Missing Offense, Transfer-In yet Direct Placement, Open Program on Inactive Offense or SID, Merged Individuals, Courtesy Supervision Cases Accepted with Activity yet not active, Programs Expiring within 45 days approaching one (1) or two (2) year maximum, SID with active programs but not assigned to specialized or grant-funded officer, Defendant not residing or working in required zip code. Ability to run daily.

State Report Error List

Includes offenders whose TRAS attempted to send to TDCJ during a specified date range. Results will reflect SID, name, TRAS completion date, Date TRAS submitted to TDCJ, Officer who completed TRAS, Officer assigned to offender, Status of TRAS acceptance, Error message if any. Need ability to run report daily by date range indicated.

TRAS - TDCJ Submission

Report indicating any offender who had responses within the alcohol or drug trailer of the TRAS in order to complete and submit to CJAD on a (fiscal) quarterly basis. Need ability to run as needed ahead of September, December, March and June due dates.

TAIP Quarterly Report

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this “Agreement”) is made effective as of [REDACTED] [REDACTED], 20[REDACTED] (the “Effective Date”), by and between COLLIN COUNTY GOVERNMENT (“Collin County”), and [REDACTED], [a/an] [REDACTED] (“VENDOR”). VENDOR and Collin County are individually a “Party” and collectively the “Parties.”

- A. VENDOR owns an Internet-based application known as [REDACTED] (the “Software”).
- B. Collin County desires to obtain access to the Software via the Internet.
- C. This Agreement sets forth the terms and conditions on which VENDOR shall provide, and Collin County shall receive, the functionality made available by the Software via the Internet (the “Subscription Services”).

In consideration of the terms and conditions of this Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** The following definitions apply for purposes of this Agreement:
 - 1.1 “CIO” means the then-current Chief Information Officer of Collin County.
 - 1.2 “Confidential Information” means all information and materials (tangible and intangible) disclosed by Collin County to VENDOR. For the avoidance of doubt, all Collin County Data shall be the Confidential Information of Collin County.
 - 1.3 “Consent” means the prior, express, and written consent of a Party, which consent may be withheld, delayed, or conditioned in such Party’s sole discretion.
 - 1.4 “Collin County Data” means all data entered by Collin County, or received by VENDOR, as part of, or in connection with, Collin County’s use of the Subscription Services.
 - 1.5 “Director” means the then-current Director of Collin County’s [REDACTED] Department.
 - 1.6 “Error” means a failure of the Subscription Services to perform as intended and/or with VENDOR’s documentation for the Subscription Services.
 - 1.7 “Major Incident” means an Error that has a critical impact on the use of, or access to, the Subscription Services, resulting in the inability to continue to use or access the Subscription Services as required or intended. There is no reasonable workaround, and such Error is potentially catastrophic in nature. The business impact to Collin County is severe, creating a stop point in major and essential business processes. Essential business processes of the Subscription Services cannot continue until a solution to the Error is implemented.
 - 1.8 “Minor Incident” means an Error that has a moderate restriction on the use of, or access to, the Subscription Services, resulting in the restricted ability to continue to use or access the Subscription Services as required or intended.

1.9 “**Operating Hours**” means the operating hours as identified by the Director and is subject to change by such director upon 30 days prior notice to VENDOR.

1.10 “**Routine Incident**” means an Error that has a slight restriction on the use of, or access to, the Subscription Services, resulting in the ability to continue to use or access the Subscription Services as required or intended.

1.11 “**Resources**” means any and all hardware and software necessary to provide the Subscription Services, including servers owned and/or controlled by VENDOR.

1.12 “**Support**” means VENDOR’s being available to (i) answer questions from, and provide general advice to, Collin County concerning the Subscription Services and (ii) receive reports from Collin County of possible Errors concerning the Subscription Services and using best efforts to correct such actual Errors.

1.13 “**Third Party**” means a person or entity that is not a Party.

2. **Subscription Services.**

2.1 **Access and Use.** VENDOR grants to Collin County a limited, non-exclusive, and non-transferable license to access and use the Subscription Services. VENDOR shall obtain and be solely responsible for the cost, installation, use, and operation of the Resources, including maintaining, backing-up, and providing security for the Resources. VENDOR may not subcontract, delegate, or assign the provision of any portion of the Subscription Services to any Third Party without Collin County’s Consent, and in the event such Consent is obtained by VENDOR from Collin County, VENDOR shall enter into a written agreement with the applicable Third Party for the provision of such services and shall promptly provide a copy of each such written agreement to Collin County.

2.2 **Collin County Hardware.** Collin County shall be responsible for providing high-speed Internet connection, hardware, and software that is compatible with the Subscription Services (the “**Collin County Environment**”). If upgrades to the Resources require Collin County to upgrade the Collin County Environment, then VENDOR shall notify Collin County in writing at least 90 days in advance of such upgrade.

3. **Collin County Data.**

3.1 **Ownership and Use.** Collin County shall own all right, title, and interest in and to the Collin County Data, including all intellectual property rights in and to the Collin County Data. VENDOR may use the Collin County Data only as expressly required in order to provide the Subscription Services. VENDOR may not add, delete, update, or otherwise modify the Collin County Data, unless expressly authorized by Collin County in writing. VENDOR disclaims any and all rights in and to the Collin County Data. VENDOR shall keep all Collin County Data confidential and secure behind a firewall and shall maintain regular backups of the Collin County Data, all of which shall be based on best practices and approved by Collin County. VENDOR shall not provide or use the Collin County Data for corporate gain, statistical use, or provide the Collin County Data to any other organization or person without the Consent of the Director.

3.2 **Access by Collin County.** Collin County shall have ability to access and retrieve the Collin County Data at any time. In addition and at no cost to Collin County, VENDOR shall make available to Collin County the use of FTP (or file transfer portal) for purposes of retrieving a copy of the Collin County Data (i) within [REDACTED] hours of any such request and (ii) on a weekly basis. Without

Attachment C – Collin County SaaS Subscription Agreement

limiting the foregoing, in the event of an emergency or time sensitive situation, VENDOR shall permit Collin County full access to the Collin County Data in accordance with the following:

(a) The Director and/or CIO will contact VENDOR during any emergency or time sensitive event, as determined in Collin County’s sole discretion, in order to access and retrieve the Collin County Data;

(b) VENDOR shall immediately contact the Director and the CIO in the event VENDOR believes that an emergency with respect to the Collin County Data has occurred and or may occur;

(c) In the event of an emergency or time sensitive situation, as determined in Collin County’s sole discretion, VENDOR shall make available to Collin County the use of FTP (or file transfer portal) and/or other means of retrieving the Collin County Data.

3.3 Destruction. VENDOR will provide the ability to dispose of, and/or destroy, Collin County Data upon request of Collin County in order to meet required retention schedules allowable by the law. VENDOR shall not retain or make additional copies of the disposition record residing in other locations or cloud environments making the record subject to disclosure upon any public record request or in the event of litigation.

3.4 Return. In connection with the termination of this Agreement, VENDOR shall provide all of the Collin County Data to Collin County in accordance with the following:

(a) All Collin County Data shall be provided through FTP (file transfer protocol) and/or other agreed upon technology 60 days prior to the termination date of this Agreement;

(b) All Collin County Data shall be provided back in a Microsoft SQL Server database format (minimum versions are 2005 or 2008R2) and/or other agreed upon database technology;

(c) All Collin County Data shall be destroyed by VENDOR upon termination, which includes all backups and/or copies of the Collin County Data in other environments or locations; and

(d) Collin County reserves the right to conduct one or more audits to ensure that all Collin County Data has been destroyed in the cloud and/or other environments or locations.

3.5 Data Breach. If VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the Director and the CIO. Within two weeks of such breach, detail notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be liable for all damages, fines, to include litigation cost. Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

3.6 Storage in Texas. All of Collin County Data (including copies, backups, and data in the cloud) shall be stored in the state of Texas at all times, unless otherwise agreed upon by VENDOR and the Director and the CIO.

3.7 Disaster Recovery. VENDOR shall provide required disaster recovery and business continuity plans to the Director and the CIO, which plans must be agreed upon and plans must meet government requirements.

4. Support.

4.1 Upgrades. VENDOR shall provide regular upgrades to the Subscription Services and shall schedule each such upgrade in advance with Collin County.

4.2 Help Desk. VENDOR shall be available by telephone to provide Support to Collin County on a 24/7 basis.

4.3 Support Requests. Upon VENDOR's receipt of a support request (a "**Support Request**"), VENDOR shall (i) log such Support Request in VENDOR's support log, (ii) assign such Support Request a unique tracking number, and (iii) use reasonable attempts to promptly address the Support Request. VENDOR shall continuously manage the Support Request until resolved.

4.4 Response Times. Upon VENDOR's receiving a Support Request regarding a possible Error, VENDOR shall designate such possible Error as being (i) a Major Error, (ii) a Minor Error, or (iii) a Routine Error. VENDOR shall address such possible Error in accordance with the following:

(a) Major Error. VENDOR shall (i) respond to Collin County by telephone within two hours (on a 24 hours, seven days a week basis) following VENDOR's receiving a Support Request regarding a Major Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within one business day following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(b) Minor Error. VENDOR shall (i) respond to Collin County by telephone within four business hours following VENDOR's receiving a Support Request regarding a Minor Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within two business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(c) Routine Error. VENDOR shall respond to Collin County by telephone within two business days following VENDOR's receiving a Support Request regarding a Routine Error. VENDOR shall thereafter assign the appropriate personnel to commence efforts to correct the Error in accordance with VENDOR's standard Error correction efforts for Routine Errors. If the Error is not corrected within ten business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each five business days thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

4.5 Source Code. Collin County shall have the right to cause VENDOR to place the source code version of the Software in escrow with a mutually acceptable escrow agent at VENDOR's cost. The release conditions for such placement shall permit, at a minimum, Collin County to obtain such source code in the event VENDOR fails to comply with the Support requirements in this Agreement.

5. **Service Levels.**

5.1 **Description.** VENDOR shall comply with the following service levels (the “*Service Levels*”):

(a) VENDOR shall cause the Subscription Services to be available 90.0% of the time during Operating Hours as measured on a monthly basis (the “*Availability*”).

(b) VENDOR shall provide Collin County the required level of performance and response time to the Subscription Services in order for Collin County to conduct Collin County’s business efficiently and effectively, but in no event, less than the response times set forth in Section 4.4.

(c) VENDOR shall notify, at least two weeks in advance, the Director and the CIO for all scheduled outages. All scheduled outage notification must include the start and completion dates, time, impact, risk, back out plan of the schedule outages, and any technology updates that impact (or will impact) Collin County at any time. VENDOR shall notify the Director and the CIO of all unscheduled outages immediately when such outage occurs. VENDOR will provided the Director and the CIO within two hours the details of the unscheduled outages, to include, impact to the County and resolution. Unscheduled outages should always be minimized and should not occur no more than four times in a 12-month fiscal year.

(d) VENDOR will provide the proper infrastructure and other Resources and security to properly maintain access to Collin County Data and the Subscription Services.

5.2 **Service Level Credit.** Customer shall receive a 20% service level credit for each month that a Service Level is not met (the “*Service Level Credit*”). The Service Level Credit shall be applied to the following month’s Fees.

6. **Fees.** Collin County shall pay VENDOR the amounts set forth in Schedule 1 (the “*Fees*”) in accordance with the payment terms and conditions contained therein. To the extent Schedule 1 permits increases in the Fees, VENDOR may not increase the Fees more than once in any calendar year and any annual increase may not exceed 3% of the Fees paid in the previous year.

7. **Confidentiality.**

7.1 **Use and Disclosure.** Without the Consent of Collin County or as otherwise contemplated by this Agreement, VENDOR shall never disclose, copy, or use any Confidential Information in any manner.

7.2 **Degree of Care and Ownership.** VENDOR shall treat the Confidential Information with the same degree of care as VENDOR accords to VENDOR’s own Confidential Information, but in no case less than reasonable care. VENDOR shall promptly advise Collin County if VENDOR learns of any unauthorized use, disclosure, or copying of the Confidential Information. Collin County shall continue to own all of the Confidential Information. VENDOR shall promptly return to Collin County all Confidential Information in VENDOR’s possession or control upon the earlier to occur of (i) a written request by Collin County or (ii) termination of this Agreement for any reason by any Party.

7.3 **Remedies.** A breach of this Section 7 by VENDOR may cause irreparable harm and injury to Collin County for which money damages are inadequate. In the event of such breach, Collin County shall be entitled to seek injunctive relief, without the requirement of posting a bond or any other security, in addition to all other available remedies.

8. **Audits.** The Director and the CIO reserve the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments, of the Subscription Services. All reports from these audits will be provided to Collin County. Collin County, or a Third Party provider selected by Collin County, has a right to perform an onsite inspection of VENDOR’s cloud, infrastructure, and security practices on a specified basis. Collin County has the right to review the Resources and security specifications in written format. Collin County has the right to audit the performance records of the Subscription Services, as well as access to daily and weekly service quality statistics.

9. **Indemnification.** VENDOR shall reimburse, defend, indemnify, and hold harmless Collin County and Collin County’s affiliates and Collin County’s and Collin County’s affiliates’ partners, officers, employees, contractors, and agents for, from, and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses resulting from, relating to, or arising out of, any claims that the Software or Subscription Services violate, misappropriate, or infringe any Third Party’s intellectual property rights.

10. **Term and Termination.**

10.1 **Term.** This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. on the **[first]** anniversary of the Effective Date (the “*Initial Term*”). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one year each (each a “*Renewal Term*”), at Collin County’s sole discretion.

10.2 **Termination.** Either Party may immediately terminate this Agreement by giving written notice to the other Party if such other Party is in material breach of this Agreement and fails to cure such material breach within 30 days following receipt of written notice from the non-breaching Party of such breach. Notwithstanding the foregoing 30-day cure period, Collin County may immediately terminate this Agreement by giving written notice to VENDOR if VENDOR breaches Section 7.

11. **General.**

11.1 **Relationship of Parties.** Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint ventures, employer-employee, joint employees, or principal-agent between the Parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

11.2 **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties’ respective successors and permitted assigns. This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties. The waiver or failure of a Party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement by such Party. Each Party shall pay all of such Party’s own expenses relating to the negotiation and preparation of this Agreement, including the fees and expenses of such Party’s counsel.

11.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this

Attachment C – Collin County SaaS Subscription Agreement

Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.4 Notices. Any notices or communications to be given under this Agreement by a Party to the other Party shall be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by facsimile (with electronic confirmation), or (iv) sent by electronic mail (with confirmation through any of methods (i), (ii), or (iii) above), in each case, at the address for such other Party set forth on the signature page. Notices delivered personally, by courier, by facsimile, or by electronic mail shall be deemed communicated as of actual receipt (or refusal) by the addressee. Any Party may change such Party's address for notice under this Agreement by giving prior written notice to the other Party of such change in the manner provided in this Section 11.4. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by the Parties, (a) unless such notices or other publicity are mandated by law and (b) except that **VENDOR** shall be entitled to announce and refer to Collin County as a licensee and client of **VENDOR**.

11.5 Governing Law. This Agreement shall be performed in, governed by, and construed and enforced in accordance with the laws of the state of Texas, without regard to Texas' conflict of laws principles.

11.6 Entire Agreement. This Agreement (i) embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and (ii) supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be signed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or .pdf copies of manually signed signature pages to this Agreement are fully binding and enforceable without the need for delivery of the original manually signed signature page. This Agreement does not create, and shall not be construed as creating, any right enforceable by anyone not a Party. **VENDOR** may not assign this Agreement without Collin County's Consent.

11.7 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including" or "include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) "\$" refers to United States dollars, (v) the singular includes the plural, and vice versa, and each gender includes each other gender, (vi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, and (vii) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement.

11.8 Survival. This Section 11 and Sections 1, 3, and 7 through 9 shall survive termination of this Agreement.

11.9 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

(Balance of page intentionally blank—Signatures on next page)

Attachment C – Collin County SaaS Subscription Agreement

This Agreement is entered into by the Parties to be effective on the Effective Date.

VENDOR:

[REDACTED], [a/an] [REDACTED]

By: _____

Name: _____

Title: _____

Address:

[REDACTED]

[REDACTED]

[REDACTED]

Facsimile: [REDACTED]

Attention: [REDACTED]

COLLIN COUNTY:

COLLIN COUNTY GOVERNMENT

By: _____

Name: _____

Title: _____

Address:

[REDACTED]

[REDACTED]

[REDACTED]

Facsimile: [REDACTED]

Attention: [REDACTED]

Schedule 1

Fees

[To be provided]

**SERVICES OPERATIONS AGREEMENT
FOR THE COLLIN COUNTY COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the “AGREEMENT”) is made and entered into by and between the Collin County Community Supervision and Corrections Department (“DEPARTMENT”), a political entity of the Judicial District and

_____ (“VENDOR”)

_____ Address

_____ City, State, Zip

as of the _____ day of _____, 2024.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2026, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period up to three additional years (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than ninety (90) days prior to the expiration of the initial term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department’s discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

1.2 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary training, support, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services.

1.3 Operational Plan. The proposal submitted in response to the RFP as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR shall provide the services.

1.4 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of crime. Performance Measures, along with applicable adjustments, are as follows:

(To be determined)

1.5 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan**. DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.6 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit C.

Operational Plan - means the written operating plan devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services, and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the case management system as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the RFP.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means “Name of provider.”

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Audit of Records. VENDOR agrees to furnish to the DEPARTMENT and/or the Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) and/or their designees such information as may be requested which relates to the services described in this Agreement. VENDOR shall permit the DEPARTMENT and/or TDCJ-CJAD and/or their designee to audit/inspect records and reports, review services, and/or evaluate the performance of services at any time. VENDOR shall provide reasonable access to all records, books, reports and other necessary data and information requested by DEPARTMENT and/or TDCJ-CJAD for the purpose of accomplishing reviews, inspections, and/or audits of program activities, services and expenditures.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records within the case management system shall be confidential and may be disclosed only in accordance with applicable laws.

3.5 Termination at Will. Not less than three (3) months prior to the Expiration Date, the DEPARTMENT shall notify VENDOR whether or not it desires after the Expiration Date to use the case management system. In addition, VENDOR shall provide to the DEPARTMENT, if the DEPARTMENT so elects:

(a) Training for systems maintenance and operations of the DEPARTMENT personnel during the three (3) month period prior to the Expiration Date, and at the DEPARTMENTS option, for thirty (30) day increments after the Expiration Date, up to three (3) months;

(b) Such other services in connection with conversion of the case management system from operation by VENDOR to operation by the DEPARTMENT, as the DEPARTMENT shall reasonably request;

(c) Such computer and data processing hardware subject to availability as the DEPARTMENT shall require for the operation of the case management system. VENDOR shall receive compensation for furnishing the services and hardware referred to in clauses (a) and (b) above based upon its then prevailing rates for personnel, machine time, and other supplies and shall be paid for any hardware furnished to the DEPARTMENT pursuant to subparagraph (c) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, VENDOR will reasonably assist in the transfer of the DEPARTMENT'S data files, retained by VENDOR pursuant to this Agreement, to any other data format that the DEPARTMENT desires and communicates provided, however, that such formats do not violate the proprietary rights of VENDOR. Further, costs involved with any such transfer of data shall be borne by the DEPARTMENT.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

3.7 HIPAA Compliance. Contractor shall comply with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements and the requirements of the State of Texas Open Records Act relating to Contractor's responsibilities under this Agreement.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Conflict of Interest. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being motivated by a desire for personal gain or gain by a family member.

4.3 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.4 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.5 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.6 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.7 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.8 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.9 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of thirty (30) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed

to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR'S association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Collin County, Texas by

DEPARTMENT: _____

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

TEXAS RISK ASSESSMENT SYSTEM COMMUNITY SUPERVISION INTERVIEW GUIDE – FELONY

Offender: _____ Assessor: _____

SID#: _____ Date: _____

Conducting the Interview

This interview guide is designed to assist the assessor in gathering the information necessary to accurately assess the offender. It is important to establish rapport with the offender. While it is recommended that the assessor closely follow the interview guide, the wording of questions may vary. Here are some tips for conducting the interview:

- Conduct the interview in a relaxed and private environment.
- Explain the purpose of the interview and stress the need for honesty and complete answers to questions.
- Do not hesitate to use follow-up questions and probe. Examples of follow-up questions:
 - Tell me more. I want to be certain that I understand you.
 - What happened next?
 - Could you explain that further?
 - What do you mean?
 - Can you describe some examples?
 - How did that make you feel?
- Remember what information you are trying to obtain. Develop clear examples and remember there are sometimes differences in perception.
- Remember that you set the tone for the interview. Be patient and try not to correct or teach.
- Whenever possible, use open-ended questions where the offender provides his or her opinion and is able to elaborate. For example, “Tell me more about your relationship with....”
- Avoid double-barreled questions where the offender is asked a combination of questions. For example, “How is your relationship with your mother and father?”
- Avoid biased questions where the offender is led in a certain direction. For example, “Your relationship with your mother isn’t bad, is it?”

Also remember that the interview is only one source of information. Official records, such as arrest records and reports and urinalysis records, as well as collateral sources of information, such as family members or other professionals, should also be consulted. **Review the offender’s criminal history prior to the interview.** It is important to corroborate the offender’s responses whenever possible.

1.0 CRIMINAL HISTORY

*The first section of the interview is designed to gather information necessary to score the **Criminal History** domain. While some of this information can be obtained from official records, it is still recommended that the assessor ask the offender about the current offense and past criminal behavior. This information will help score other areas of the assessment, particularly the **Peer Associations** and **Criminal Attitudes and Behavioral Patterns** sections. It is important to corroborate self report information in this area with official records.*

Questions for Criminal History Domain

1b. Were you ever arrested as a juvenile? ___ No ___ Yes

If Yes, what were you arrested for? Felony or misdemeanor? _____

Now I want to ask you about your criminal record as an adult.

1e. Tell me about what happened the day the current offense occurred. _____

1f. Why did you decide to commit the offense? _____

1g. What part did others play in the offense? _____

1h. What part did drugs or alcohol play? _____

1i. Did you threaten or hurt anyone? _____

1j. As an adult, how many times have you been convicted of a felony? ____

1k. As an adult, how many times have you been placed on deferred adjudication? ____

1m. Have you ever been sentenced to jail or prison? ___ No ___ Yes

If Yes, how many times? _____

1o. Have you ever been sentenced to another type of secure correctional facility like a SAFPF Unit or an ISF? ___ No ___ Yes

If Yes, how many times? _____

1p. While you were incarcerated were you ever written up or punished for misconduct? ___No ___ Yes

If Yes, how many times? _____

What was it for? (Probe to see if any misconducts were for violence.)

What was the result of the misconduct? _____

How did you feel about the sanction you received? _____

1q. Have you ever been on probation or deferred adjudication? ___ No ___ Yes

If Yes, how many times? _____

1r. What were you on probation or deferred adjudication for? _____

1s. Did you complete probation supervision? ___ No ___ Yes

1t. Have you ever been on parole? ___ No ___ Yes

1u. Did you complete parole supervision? ___ No ___ Yes

What do you think will be the hardest part of probation for the next 12 months? _____

1w. Have you ever had a felony probation or parole supervision revoked for a technical violation? (For example, dirty UA, failure to pay court-ordered fees, failure to complete classes/programs.)

___ No ___ Yes

If Yes, how many times? _____

2.0 EDUCATION, EMPLOYMENT, AND FINANCIAL SITUATION

This domain is designed to gather information about the offender's educational attainment, employment, and current financial situation.

Questions for Education, Employment, and Financial Situation Domain

I would now like to talk with you about your education, employment, and financial situation. I want to begin by talking about your education.

2a. Did you graduate from high school? ___ No ___ Yes

If No, what is the highest grade you completed? _____

Did you get a GED? ___ No ___ Yes

2b. Were you ever in any special education classes? ___ No ___ Yes

2d. Were you ever suspended or expelled from school? ___ No ___ Yes

If Yes, for how many days and what happened?

Now let's talk about your employment history.

2e. Were you working at the time of your arrest for your current offense? ___ No ___ Yes

If Yes, what type of work were you doing? _____

2f. Are you currently employed? ___ No ___ Yes

If Yes, is your job: ___ Full-Time ___ Part-Time ___ Seasonal

Where do you work? _____

How long have you had this job? _____

How many hours per week do you work? _____

If No, why not? _____

How do you support yourself while not working? _____

2g. Walk me through a typical day for you. _____

Do you have a lot of free time? ___ No ___ Yes

3a. Describe your relationship with your family. (For example, parents, siblings, grandparents. Probe to determine if parents [both biological and step-parents] are still alive and how much contact the offender has with them.)

3b. Who do you consider to be your parental figures?

3c. How much time do you spend with them? _____

3e. Has your trouble with the law changed your relationship with your family? _____

Tell me more. _____

Do you have a supportive relationship with your family? _____

3f. Does anyone in your family have a criminal record? ___ No ___ Yes

If Yes, who? _____

What was it for? _____

What is your relationship like with them?

3g. How many kids do you have? _____

Where do they live? _____

Do you have regular contact with them? _____

Do you pay child support (officially or unofficially)? _____

Now let's talk about your current marital situation.

3h. Are you married? ___ No ___ Yes

Are you divorced? ___ No ___ Yes

Are you currently involved with anyone? (Probe to determine if casual or a significant other.)

3i. Describe your relationship with your partner. _____

How do you get along? _____

How do you resolve disagreements? _____

3j. In this relationship, have you experienced physical, psychological, or sexual abuse? _____

How satisfied are you with your current situation? _____

3k. In terms of your family, spouse, and close friends, how would you rate the emotional and personal support you receive from them?

___ Very Strong Support ___ Strong Support ___ Ok Support ___ Weak Support ___ No Support

3l. How satisfied are you with the current level of support you receive from your family or close friends?

___ Very Satisfied ___ Satisfied ___ Somewhat Satisfied ___ Not Satisfied

3n. Tell me more about your current living situation. Who do you live with?

How long have you lived at your current address? _____

How many times have you moved over the past year? (Do not count incarcerations.) _____

What were the reasons for the moves? (Probe to determine stability of current living situation.)

4.0 NEIGHBORHOOD

*This next domain is very short and asks about the **Neighborhood** that the offender lives in. High crime neighborhoods and places where drugs are readily available often increase the opportunity for an offender to engage in criminal behavior.*

Questions for Neighborhood Domain

4a. Tell me about the neighborhood you live in. _____

Are police in your neighborhood frequently? ___ No ___ Yes
If yes, why?

Do you feel safe? ___ No ___ Yes

How would you rate your neighborhood?
___ High Crime ___ Moderate Crime ___ Some but No More than Most ___ Little crime

Are drugs readily available in your neighborhood?
___ Generally Not Available ___ Available

5.0 SUBSTANCE USE

*The **Substance Use** section examines the occurrence of substance use in the offender’s life and the extent to which substance use has caused problems across varying aspects of the offender’s life. Substance use can influence involvement with the legal system, issues with loved ones and friends, health and social service problems, and seeking or maintaining employment. For this domain alcohol and drug use are separated. This domain also includes additional trailer questions related to alcohol and drug use that you may not need to ask every offender. Follow the instructions provided when you reach those questions.*

***Make sure you review available collateral information such as arrest records, arrests reports, probation records, and urinalysis records for evidence of drinking or drug use before starting this section of the interview.** If the offender denies regular drug or alcohol use but you have collateral records that appear contrary to the offender’s report, make sure to probe the offender to reconcile the contradiction.*

Questions for Substance Use Domain

Let’s talk about your substance use. I want to begin by talking about alcohol.

5a. Have you ever had a problem with alcohol? ___ No ___ Yes

5b. When did you first start to regularly drink? _____

5c. Describe your drinking habits. _____

5d. Have you ever been in treatment for alcohol use? _____

Questions for Alcohol Trailer

Does the information gathered so far during the interview suggest any of the following?

- Alcohol has had an impact on the offender's life.
- The offender's current offense was alcohol-related.
- The offender is currently drinking more than three times per week.
- Alcohol is tied to some current problem in the offender's life.

If you marked any boxes above, ask the offender the following questions. If not, skip to question 5e.

1. Have you felt that you used too much alcohol in the past year?

Score	Recommendation
0 to 2	Not recommended for additional evaluation
3+	Recommended for additional evaluation

1 = Yes 0 = No

2. Have you tried to cut down or quit drinking in the past year?

0 = No 1 = Yes

3. Have you asked anyone for help to manage your drinking in the past year?

0 = No 1 = Yes

4. In the past year, have you needed to drink more to get the same effect?

0 = No 1 = Yes

5. Has anyone complained about your alcohol use in the past year?

0 = No 1 = Yes

6. Have any of the following occurred or caused problems in the last year due to your alcohol use? (Total count)

- had blackouts or other periods of memory loss due to alcohol?
- injured yourself while drinking?
- had convulsions or delirium tremens (DTs)?
- had liver problems due to drinking or made worse by drinking?
- felt sick, shaky, or depressed after drinking (more than just hung over)?
- experienced shaking, depression, or cravings after stopping use?

Total Score

End of Questions for Alcohol Trailer

Now let's talk about your experiences with drug use.

5e. Have you ever had a problem with drugs other than alcohol? ___ No ___ Yes

5f. Tell me about your drug use in the past. _____

Which drugs? _____

How often did you use? _____

Did you use alone or with others? _____

5g. Have you had any problems due to your drug use in the past 12 months? (Social, family, legal, employment, etc.) ___ No ___ Yes

If Yes, tell me more. _____

Are the problems current or in the past? _____

5h. Has your drug use caused you problems with a job in the last 6 months? ___ No ___ Yes

If Yes, tell me more. _____

5i. Has your drug use caused you problems with friends and/or family in the last 6 months?
___ No ___ Yes

If Yes, tell me more. _____

5j. Have you ever been in an in-patient treatment program for drug use? ___ No ___ Yes

If Yes, tell me more. _____

Questions for Drug Trailer

Does the information gathered so far during the interview suggest any of the following?

- Drugs have had an impact on the offender's life.
- The offender's current offense was drug-related.
- The offender is currently using drugs more than one time per month.
- Drugs are tied to some current problem in the offender's life.

If you marked any boxes above, ask the offender the following questions. If not, skip to Section 6.0.

1. Have you felt that you used too much of a single drug in the past year?

0 = No 1 = Yes

2. Have you felt that you have used too many different types of drugs in the past year?

0 = No 1 = Yes

3. Have you tried to cut down or quit using drugs in the past year?

0 = No 1 = Yes

4. Have you asked anyone for help to manage your drug use in the past year?

0 = No 1 = Yes

5. In the past year, have you needed to use more drugs to get the same effect?

0 = No 1 = Yes

6. Has anyone complained about your drug use in the past year?

0 = No 1 = Yes

7. Have any of the following occurred or caused you problems in the past year due to drug use?
(Total count)

- had blackouts or other periods of memory loss due to drug use?
- injured your head while using drugs?
- seen things that were not really there due to drug use?
- been injured after using drugs?
- used needles to shoot drugs?
- experienced shaking, depression, or cravings after stopping use?

Total Score

Score	Recommendation
0 to 2	Not recommended for additional evaluation
3+	Recommended for additional evaluation

End of Questions for Drug Trailer

6.0 PEER ASSOCIATIONS

This domain is designed to examine the offender's peer associations, how much contact they have with negative peers, and how much the offender engages in criminal activities. It is important to determine the degree of influence friends have over the offender.

Questions for Peer Associations Domain

Now I want to ask you about your friends.

6a. How many friends would you say you have? _____

Tell me about your friends. _____

How often do you see them? _____

Who else do you hang out with socially (examples: coworkers, cousins, acquaintances, etc)? How often do you see them?

6c. Have any of the people we just talked about been involved in criminal behavior? ___ No ___ Yes

What kind of criminal behavior have they been involved in? How long ago?

What percentage of them have been in trouble with the law? _____%

Do you spend time with these friends? ___ No ___ Yes

Tell me more. _____

Do you intend to avoid them in the future? If so, how will you avoid them?

6d. What activities you like to do with your friends? Do any of these activities ever involve something like drugs or other illegal activities? _____

6f. Have you ever been in a gang? ___ No ___ Yes

If Yes, when? _____

6g. How do you spend your free time? _____

Do you have any hobbies or interests? _____

Do you belong to any groups or clubs? _____

Do you go to church? _____

(Probe to find out degree to which the offender is involved in prosocial or antisocial activities.)

7.0 CRIMINAL ATTITUDES AND BEHAVIORAL PATTERNS

This domain addresses the offender's criminal attitudes and some behavioral patterns that can lead to criminal behavior. In addition to the specific questions for this domain, the assessor should score these items from the totality of the responses in the interview. Listen for rationalizations, minimizations, and justifications of behavior throughout the interview.

Questions for Criminal Attitudes and Behavioral Patterns Domain

Let's talk again about the trouble you've been in.

What do you think about your criminal record? _____

How do you feel about crime in general? _____

Have you ever been arrested for something that you think should have been legal?

Do you feel there were any victims of your crimes?

How do you think your victims feel about what you did? _____

- No Pride in Criminal Behavior
- Some Pride
- A Lot of Pride

7b. As a general rule, do you worry about other people's problems? No Yes

Tell me more. _____

- Concerned About Others
- Concerned for only family/friends
- No Real Concern for Others

Now I want you to think about how things have been going for you recently.

7c. Over the past 6 months, have you sometimes felt that you have lost control over events in your life?
 No Yes

Tell me more. _____

- Feels in Control over Events
- Sometimes Lacks Control
- Generally Lacks control

Why? _____

Now let me ask you about honesty.

7d. Do you think it is sometimes ok to tell a lie? _____

If Yes, under what circumstances? _____
Have you ever lied to benefit yourself?

- Never
- Only small white lies
- Yes it is ok

7e. A lot of people like to take chances and risks. Looking at the last 12 months, would you consider yourself a risk taker? Yes No

When you are doing these things, how does it make you feel?

How about when you committed your offense? _____

How did it make you feel? _____

If I asked you to rate yourself as a risk taker on a scale from 1 to 5, with 1 being not at all and 5 being a risk taker, how would you rate yourself? (consider actions over the past year) _____

7f. Would you describe yourself as someone who “Walks Away from a fight,” or “Tries to avoid fights but it seems they find you,” or “the first one in the fight”?

If I asked you to rate yourself on a scale from 1 to 5 with 1 being “walks away” and 5 being “first one in,” how would you rate yourself? (consider the past 6 months) _____

7g. Have you ever heard the saying, “Do Unto Others before They Do Unto You”? In general do you:
___ Disagree with Statement
___ Sometimes or Always Agree with Statement

Questions for Mental Health Trailer

Ask each offender you interview questions A, B, and C:

A. Have you ever talked to a psychiatrist, psychologist, therapist, social worker, or counselor about an emotional problem? ___ No ___ Yes

If Yes, when (during the past year)? _____

B. Have you ever been prescribed medication for anxiety, depression, hearing voices, or any other emotional problem? ___ No ___ Yes

If Yes, when (during the past year)? _____

C. Have you ever been seen in an emergency room or hospitalized for problems with mental health? ___ No ___ Yes

If Yes, when? _____

Describe the severity of the symptoms. _____

If the offender answers Yes to **any** of these questions, continue with the remaining questions below. If the offender answers No to **all** of these questions, the interview is complete.

For the next few questions, I want to know if any of these experiences occurred or occur when you ARE NOT under the influence of alcohol or drugs.

D. Have you ever felt you needed help with your emotional problems, or have people told you that you should get help for your emotional problems? ___ No ___ Yes

If Yes, when (during the past year)? _____

E. Have you ever heard voices no one else could hear or seen objects or things others could not see? ___ No ___ Yes

If Yes, tell me more. _____

F. Have you ever been depressed for weeks at a time, lost interest or pleasure in most activities, had trouble concentrating and making decisions, or thought about killing yourself? ___ No ___ Yes

If Yes, tell me more. _____

G. Have you ever attempted to kill yourself? ___ No ___ Yes

If Yes, tell me more. _____

H. Have you ever had nightmares or flashbacks as a result of being involved in some traumatic or terrible event? For example, warfare, gang fights, fire, domestic violence, rape, incest, car accident, being shot, or being stabbed. ___ No ___ Yes

If Yes, tell me more. _____

I. Have you ever had a period of time when you were so full of energy and your ideas came very rapidly, when you talked nearly non-stop, when you moved quickly from one activity to another, when you needed little sleep, and you believed you could do almost anything? ___ No ___ Yes

If Yes, tell me more. _____

End of Questions for Mental Health Trailer

TEXAS RISK ASSESSMENT SYSTEM – COMMUNITY SUPERVISION – FELONY SCORE SHEET

Offender: _____ Assessor: _____

SID#: _____ Date: _____

1.0 CRIMINAL HISTORY

- 1.1 Most Serious Charge or Arrest Age 16 or Younger
 - 0=None
 - 1=Yes, Misdemeanor
 - 2=Yes, Felony
 - 1.2 Number of Prior Adult Felony Convictions or Deferred Adjudications
 - 0=None
 - 1=One or Two
 - 2=Three or More
 - 1.3 Prior Sentence as an Adult to Jail or Prison
 - 0=No
 - 1=Yes
 - 1.4 Received Official Misconduct while Incarcerated as an Adult
 - 0=No
 - 1=Yes
 - 1.5 Prior Sentence to Community Supervision or Deferred Adjudication as an Adult
 - 0=No
 - 1=Yes
 - 1.6 Supervision Ever Been Revoked and Sentenced to Prison
 - 0=No
 - 1=Yes
- Total Score for Criminal History:**

2.0 EDUCATION, EMPLOYMENT, AND FINANCIAL SITUATION

- 2.1 Highest Education
 - 0=High School Graduate or Higher
 - 1=Less than High School or GED
 - 2.2 Ever Suspended or Expelled From School
 - 0=No
 - 1=Yes
 - 2.3 Employed at the Time of Arrest
 - 0=Yes
 - 1=No
 - 2.4 Currently Employed/School
 - 0=Yes, Full-time, Disabled, or Retired
 - 1=Not Employed or Employed Part-time
 - 2.5 Better Use of Time
 - 0=No, Most Time Structured
 - 1=Yes, Lots of Free Time
 - 2.6 Current Financial Situation
 - 0=Stable/Minimal Problems
 - 1=Problems
- Total Score for Education, Employment, and Financial Situation:**

3.0 FAMILY AND SOCIAL SUPPORT	
3.1 Parents have Criminal Record	<input type="text"/>
0=No	
1=Yes	
3.2 Emotional or Personal Support Available from Family or Others	<input type="text"/>
0=Very Strong Support	
1=None to Strong Support	
3.3 Level of Satisfaction with Current Level of Support from Family or Others	<input type="text"/>
0=Very Satisfied	
1=Satisfied to Not Satisfied	
3.4 Stability of Residence	<input type="text"/>
0=Stable	
1=Not Stable	
Total Score for Family and Social Support:	<input type="text"/>

4.0 NEIGHBORHOOD	
4.1 High Crime Area	<input type="text"/>
0=No	
1=Yes	
4.2 Drugs Readily Available in Neighborhood	<input type="text"/>
0=No, Generally Not Available	
1=Yes, Available	
Total Score for Neighborhood:	<input type="text"/>

5.0 SUBSTANCE USE	
5.1 Age First Began Regularly Using Alcohol	<input type="text"/>
0=17 or Older	
1=Under Age 17	
5.2 Ever Used Illegal Drugs	<input type="text"/>
0=Never	
1=Ever	
2=Within Past Year	
5.3 Drug Use Caused Problems	<input type="text"/>
0=None	
1=Past	
2=Current	
5.4 Drug Use Caused Problems with Employment	<input type="text"/>
0=No	
1=Yes	
5.5 Drug Use Caused Problems with Friends and Family	<input type="text"/>
0=No	
1=Yes	
Total Score for Substance Use:	<input type="text"/>

6.0 PEER ASSOCIATIONS	
6.1 Criminal Friends	<input type="text"/>
0=None	
1=Some	
2=Majority	
6.2 Contact with Prior Criminal Peers	<input type="text"/>
0=No Contact with Criminal Peers	
1=At Risk of Contacting Criminal Peers	
2=Contact or Actively Seeks out Criminal Peers	
6.3 Gang Membership	<input type="text"/>
0=No, Never	
1=Yes, but Not Current	
2=Yes, Current	
6.4 Criminal Activities	<input type="text"/>
0=Strong Identification with Prosocial Activities	
1=Mixture of Pro- and Antisocial Activities	
2=Strong Identification with Criminal Activities	
Total Score for Peer Associations:	<input type="text"/>

7.0 CRIMINAL ATTITUDES AND BEHAVIORAL PATTERNS	
7.1 Criminal Attitudes	<input type="text"/>
0=No/Limited Criminal Attitudes	
1=Some Criminal Attitudes	
2=Significant Criminal Attitudes	
7.2 Expresses Concern about Others	<input type="text"/>
0=Concerned about Others	
1=Concern for Immediate Family/Friends	
2=No Concern for Others	
7.3 Feels Lack of Control Over Events	<input type="text"/>
0=Controls Events	
1=Sometimes Lacks Control	
2=Generally Lacks Control	
7.4 Sees No Problem in Telling Lies	<input type="text"/>
0=No	
1=Yes	
7.5 Engages in Risk-Seeking Behavior	<input type="text"/>
0=Rarely Seeks Risks	
1=Sometimes Seeks Risks	
2=Generally Seeks Risks	
7.6 Walks Away from a Fight	<input type="text"/>
0=Yes	
1=Sometimes	
2=Rarely	
7.7 Believes in "Do Unto Others Before They Do Unto You"	<input type="text"/>
0=Disagrees	
1=Sometimes Agrees/Agrees	
Total Score for Criminal Attitudes and Behavioral Patterns:	<input type="text"/>

TOTAL SCORE: <input type="text"/>
--

Risk Categories for Males			Risk Categories for Females		
Score	Rating	Percent of Failures	Score	Rating	Percent of Failures
0 - 7	Low	11%	0 - 8	Low	8%
8 - 15	Low/Moderate	23%	9 - 14	Low/Moderate	20%
16 - 23	Moderate	38%	15 - 25	Moderate	31%
24+	High	50%	26+	High	42%

Level of Need

HIGH	5-8	6	3-4	2	6-7	5-8	7-12
MOD	1-4	3-5	1-2	1	3-5	1-4	3-6
LOW	0	0-2	0	0	0-2	0	0-2
	Criminal History	Education, Employment, and Financial Situation	Family and Social Support	Neighborhood	Substance Use	Peer Associations	Criminal Attitudes and Behavioral Patterns

TEXAS RISK ASSESSMENT SYSTEM – COMMUNITY SUPERVISION – MISDEMEANOR SCORE SHEET

Offender: _____ Assessor: _____
SID#: _____ Date: _____

1.0 CRIMINAL HISTORY

1.1 Most Serious Charge or Arrest Age 16 or Younger
0=None
1=Yes, Misdemeanor
2=Yes, Felony

1.2 Prior Sentence as an Adult to Jail or Prison
0=No
1=Yes

1.3 Received Official Misconduct while Incarcerated as an Adult
0=No
1=Yes

1.4 Supervision Ever Been Revoked and Sentenced to Prison
0=No
1=Yes

Total Score for Criminal History:

2.0 EDUCATION AND EMPLOYMENT

2.1 Highest Education
0=High School Graduate or Higher
1=Less than High School or GED

2.2 Ever Suspended or Expelled From School
0=No
1=Yes

2.3 Employed at the Time of Arrest
0=Yes
1=No

Total Score for Education and Employment:

3.0 FAMILY AND SOCIAL SUPPORT

3.1 Level of Satisfaction with Current Level of Support from Family or Others
0=Very Satisfied
1=Satisfied to Not Satisfied

Total Score for Family and Social Support:

4.0 SUBSTANCE USE

4.1 Ever Used Illegal Drugs
0=Never
1=Ever
2=Within Past Year

4.2 Drug Use Caused Problems
0=None
1=Past
2=Current

4.3 Drug Use Caused Problems with Employment
0=No
1=Yes

Total Score for Substance Use:

5.0 PEER ASSOCIATIONS	
5.1 Criminal Friends 0=None 1=Some 2=Majority	<input type="text"/>
5.2 Contact with Prior Criminal Peers 0=No Contact with Criminal Peers 1=At Risk of Contacting Criminal Peers 2=Contact or Actively Seeks out Criminal Peers	<input type="text"/>
5.3 Gang Membership 0=No, Never 1=Yes, but Not Current 2=Yes, Current	<input type="text"/>
5.4 Criminal Activities 0=Strong Identification with Prosocial Activities 1=Mixture of Pro- and Antisocial Activities 2=Strong Identification with Criminal Activities	<input type="text"/>
Total Score for Peer Associations:	<input type="text"/>

6.0 CRIMINAL ATTITUDES AND BEHAVIORAL PATTERNS	
6.1 Criminal Attitudes 0=No/Limited Criminal Attitudes 1=Some Criminal Attitudes 2=Significant Criminal Attitudes	<input type="text"/>
6.2 Feels Lack of Control Over Events 0=Controls Events 1=Sometimes Lacks Control 2=Generally Lacks Control	<input type="text"/>
6.3 Engages in Risk-Seeking Behavior 0=Rarely Seeks Risks 1=Sometimes Seeks Risks 2=Generally Seeks Risks	<input type="text"/>
6.4 Walks Away from a Fight 0=Yes 1=Sometimes 2=Rarely	<input type="text"/>
Total Score for Criminal Attitudes and Behavioral Patterns:	<input type="text"/>

TOTAL SCORE: <input type="text"/>
--

Risk Categories for Males			Risk Categories for Females		
Score	Rating	Percent of Failures	Score	Rating	Percent of Failures
0 - 6	Low	12%	0 - 8	Low	12%
7 - 13	Moderate	26%	9 - 13	Moderate	24%
14+	High	44%	14+	High	37%

Level of Need

HIGH	3-5	3-4	1	5-6	5-8	5-8
MOD	1-2	2	--	2-4	3-4	3-4
LOW	0	0-1	0	0-1	0-2	0-2
	Criminal History	Education and Employment	Family and Social Support	Substance Use	Peer Associations	Criminal Attitudes and Behavioral Patterns

TEXAS RISK ASSESSMENT SYSTEM COMMUNITY SUPERVISION INTERVIEW GUIDE – MISDEMEANOR

Offender: _____

Assessor: _____

SID#: _____

Date: _____

Conducting the Interview

This interview guide is designed to assist the assessor in gathering the information necessary to accurately assess the offender. It is important to establish rapport with the offender. While it is recommended that the assessor closely follow the interview guide, the wording of questions may vary. Here are some tips for conducting the interview:

- Conduct the interview in a relaxed and private environment.
- Explain the purpose of the interview and stress the need for honesty and complete answers to questions.
- Do not hesitate to use follow-up questions and probe. Examples of follow-up questions:
 - Tell me more. I want to be certain that I understand you.
 - What happened next?
 - Could you explain that further?
 - What do you mean?
 - Can you describe some examples?
 - How did that make you feel?
- Remember what information you are trying to obtain. Develop clear examples and remember there are sometimes differences in perception.
- Remember that you set the tone for the interview. Be patient and try not to correct or teach.
- Whenever possible, use open-ended questions where the offender provides his or her opinion and is able to elaborate. For example, “Tell me more about your relationship with...”
- Avoid double-barreled questions where the offender is asked a combination of questions. For example, “How is your relationship with your mother and father?”
- Avoid biased questions where the offender is led in a certain direction. For example, “Your relationship with your mother isn’t bad, is it?”

Also remember that the interview is only one source of information. Official records, such as arrest records and reports and urinalysis records, as well as collateral sources of information, such as family members or other professionals, should also be consulted. **Review the offender’s criminal history prior to the interview.** It is important to corroborate the offender’s responses whenever possible.

1.0 CRIMINAL HISTORY

*The first section of the interview is designed to gather information necessary to score the **Criminal History** domain. While some of this information can be obtained from official records, it is still recommended that the assessor ask the offender about the current offense and past criminal behavior. This information will help score other areas of the assessment, particularly the **Peer Associations** and **Criminal Attitudes and Behavioral Patterns** sections. It is important to corroborate self report information in this area with official records.*

Questions for Criminal History Domain

1a. How old were you the first time you were arrested? _____

1b. Tell me about the first time you were ever arrested. _____

1c. Tell me about what happened the day you were arrested for your current offense. _____

1d. Why did you decide to commit the offense? _____

1e. What part did others play in the offense? _____

1f. What part did drugs or alcohol play? _____

1g. Did you threaten or hurt anyone? _____

1h. As an adult, how many times have you been convicted of a felony? _____

1i. As an adult, how many times have you been placed on deferred adjudication? _____

1j. Have you ever been arrested for fighting or assaultive type behavior? ___ No ___ Yes

How many times? _____

What happened? _____

1k. Have you ever been sentenced to jail? ___ No ___ Yes

If Yes, how many times? _____

1l. Have you ever been sentenced to prison? ___ No ___ Yes

If Yes, how many times? _____

1m. Have you ever been sentenced to another type of secure correctional facility like a SAFPF Unit or an ISF? ___ No ___ Yes

If Yes, how many times? _____

1n. While you were incarcerated were you ever written up or punished for misconduct? ___ No ___ Yes

If Yes, how many times? _____

What was it for? (Probe to see if any misconducts were for violence.)

What was the result of the misconduct? _____

How did you feel about the sanction you received? _____

1o. Have you ever been on probation or deferred adjudication? ___ No ___ Yes

If Yes, how many times? _____

1p. What were you on probation or deferred adjudication for? _____

1q. Did you complete probation supervision? ___ No ___ Yes

1r. Have you ever been on parole? ___ No ___ Yes

1s. Did you complete parole supervision? ___ No ___ Yes

1t. What is the hardest part of being on supervision? _____

1u. Have you ever had a misdemeanor probation or parole supervision revoked for a technical violation?

___ No ___ Yes

If Yes, how many times? _____

2.0 EDUCATION AND EMPLOYMENT

This domain is designed to gather information about the offender's educational attainment and employment status at the time of arrest.

Questions for Education and Employment Domain

I would now like to talk with you about your education and employment history. Let's start with your education.

2a. Did you graduate from high school? ___ No ___ Yes

If No, what is the highest grade you completed? _____

Did you get a GED? ___ No ___ Yes

2b. Were you ever in any special education classes? ___ No ___ Yes

2c. Tell me what types of problems you had in school. _____

2d. Were you ever suspended or expelled from school? ___ No ___ Yes

If Yes, what happened? _____

Now let's talk about your employment history.

2e. Were you working at the time of your arrest for your current offense? ___ No ___ Yes

If Yes, what type of work were you doing? _____

2f. Are you currently employed? ___ No ___ Yes

If Yes, is your job: ___ Full-Time ___ Part-Time ___ Seasonal

Where do you work? _____

How long have you had this job? _____

How many hours per week do you work? _____

If No, why not? _____

How do you support yourself while not working? _____

When you are working, how do you get along with your coworkers? _____

When you are working, how do you get along with your boss? _____

3.0 FAMILY AND SOCIAL SUPPORT

The Family and Social Support section examines the offender's level of satisfaction with the support he or she currently receives from family or others.

Questions for Family and Social Support Domain

Now I want to talk with you about your family and the support you get from them.

3a. Describe your relationship with your family. (For example, parents, siblings, grandparents. Probe to determine if parents [both biological and step-parents] are still alive and how much contact the offender has with them.)

3b. Who raised you? _____

3c. How often do you get together with them? _____

3d. How do they feel about you getting in trouble with the law? _____

3e. Has your trouble with the law changed your relationship with your family? _____

Tell me more. _____

Do you have a supportive relationship with your family? _____

3f. How many kids do you have? _____

With how many partners? _____

Do they live with you? ___ No ___ Yes

If No, why not? _____

Where do they live? _____

Do you have regular contact with them? _____

Do you pay child support (officially or unofficially)? _____

Now let's talk about your current marital situation.

3g. Are you married? ___ No ___ Yes

Are you currently involved with anyone? (Probe to determine if casual or a significant other.)

3h. Describe your relationship with your partner. _____

How do you get along? _____

How do you resolve disagreements? _____

3i. In this relationship, have you experienced physical, psychological, or sexual abuse? _____

How satisfied are you with your current situation? _____

3j. How satisfied are you with the current level of support you receive from your family or close friends?

___ Very Satisfied ___ Satisfied ___ Somewhat Satisfied ___ Not Satisfied

3k. Do you currently live with family or a significant other? ___ No ___ Yes

If No, who do you currently live with? _____

3l. Tell me more about your current living situation. _____

4.0 SUBSTANCE USE

*The **Substance Use** section examines the occurrence of substance use in the offender's life and the extent to which substance use has caused problems across varying aspects of the offender's life. Substance use can influence involvement with the legal system, issues with loved ones and friends, health and social service problems, and seeking or maintaining employment. For this domain alcohol and drug use are separated. This domain also includes additional trailer questions related to alcohol and drug use that you may not need to ask every offender. Follow the instructions provided when you reach those questions.*

Make sure you review available collateral information such as arrest records, arrests reports, probation records, and urinalysis records for evidence of drinking or drug use before starting this section of the interview. If the offender denies regular drug or alcohol use but you have collateral records that appear contrary to the offender's report, make sure to probe the offender to reconcile the contradiction.

Questions for Substance Use Domain

Let's talk about your substance use. I want to begin by talking about alcohol.

4a. Have you ever had a problem with alcohol? ___ No ___ Yes

4b. When did you first start to regularly drink? _____

4c. Describe your drinking habits. _____

4d. Have you ever been in treatment for alcohol use? _____

Questions for Alcohol Trailer

Does the information gathered so far during the interview suggest any of the following?

- Alcohol has had an impact on the offender's life.
- The offender's current offense was alcohol-related.
- The offender is currently drinking more than three times per week.
- Alcohol is tied to some current problem in the offender's life.

If you marked any boxes above, ask the offender the following questions. If not, skip to question 4e.

A. How old were you the first time you tried alcohol? _____

B. Tell me about the first time you drank alcohol. _____

C. During what period in your life would you say that you drank the most? _____

D. During the past year, when did you drink the most? _____

Tell me about that situation. _____

E. How often do you drink a similar amount? _____

F. When was the last time you blacked out from drinking? _____

G. On a scale from 1 to 10, how much has your alcohol use affected your current situation?
_____ (1 = not at all, 10 = very much)

H. On a scale from 1 to 10, how difficult would it be for you to quit drinking completely?
_____ (1 = very easy, 10 = very difficult)

I. On a scale from 1 to 10, how difficult would it be for you to cut back on your drinking?

_____ (1 = very easy, 10 = very difficult)

J. On a scale from 1 to 10, how happy would your family and friends be if you stopped drinking?
_____ (1 = not happy at all, 10 = very happy)

K. Given what we have discussed so far, on a scale from 1 to 10, how much do you think alcohol has impacted your life?
_____ (1 = no impact, 10 = significant impact)

L. Tell me about the people in your life who have talked to you about your alcohol use. _____

M. In the past year, have you:
[] had blackouts or other periods of memory loss due to alcohol?
[] injured yourself while drinking?
[] had convulsions or delirium tremens (DTs)?
[] had liver problems due to drinking or made worse by drinking?
[] felt sick, shaky, or depressed after drinking (more than just hung over)?
[] experienced shaking, depression, or cravings after stopping use?

End of Questions for Alcohol Trailer

Now let's talk about your experiences with drug use.

4e. Have you ever had a problem with drugs other than alcohol? ___ No ___ Yes

4f. Tell me about your drug use in the past. _____

Which drugs? _____

How often did you use? _____

Did you use alone or with others? _____

4g. Have you had any problems due to your drug use in the past 12 months? (Social, family, legal, employment, etc.) ___No ___Yes

If Yes, tell me more. _____

Are the problems current or in the past? _____

4h. Has your drug use caused you problems with a job in the last 6 months? ___ No ___ Yes

If Yes, tell me more. _____

4i. Has your drug use caused you problems with friends and/or family in the last 6 months?
___ No ___ Yes

If Yes, tell me more. _____

4j. Have you ever been in an in-patient treatment program for drug use? ___ No ___ Yes

If Yes, tell me more. _____

4k. If drugs or alcohol are a problem, are you willing to consider going to a program? ___ No ___ Yes

Tell me more. _____

Questions for Drug Trailer

Does the information gathered so far during the interview suggest any of the following?

- Drugs have had an impact on the offender's life.
- The offender's current offense was drug-related.
- The offender is currently using drugs more than one time per month.
- Drugs are tied to some current problem in the offender's life.

If you marked any boxes above, ask the offender the following questions. If not, skip to Section 5.0.

A. How old were you the first time you tried drugs? _____

B. Tell me about the first time you used drugs. _____

C. During what period in your life would you say that you used drugs the most? _____

D. During the past year, when did you use drugs the most? _____

Tell me about that situation. _____

E. How often have you used a similar amount of drugs? _____

F. When is the last time you blacked out or lost consciousness from using drugs? _____

G. On a scale from 1 to 10, how much has your drug use affected your current situation?
_____ (1 = not at all, 10 = very much)

H. On a scale from 1 to 10, how hard would it be for you to quit using drugs completely?
_____ (1 = very easy, 10 = very difficult)

I. On a scale from 1 to 10, how difficult would it be for you to cut back on your drug use?
_____ (1 = very easy, 10 = very difficult)

J. On a scale from 1 to 10, how happy would your family and friends be if you stopped using drugs? _____ (1 = not happy at all, 10 = very happy)

K. Given what we have discussed so far, on a scale from 1 to 10, how much do you think drugs have impacted your life? _____ (1 = no impact, 10 = significant impact)

L. Tell me about the people in your life who have talked to you about your drug use. _____

M. In the past year, have you:

had blackouts or other periods of memory loss due to drug use?

injured your head while using drugs?

seen things that were not really there due to drug use?

been injured after using drugs?

used needles to shoot drugs?

experienced shaking, depression, or cravings after stopping use?

End of Questions for Drug Trailer

5.0 PEER ASSOCIATIONS

This domain is designed to examine the offender’s peer associations, how much contact they have with negative peers, and how much the offender engages in criminal activities. It is important to determine the degree of influence friends have over the offender.

Questions for Peer Associations Domain

Now I want to ask you about your friends.

5a. How many close friends would you say you have? _____

Tell me about your close friends. _____

How often do you see them? _____

5b. Were any of your close friends involved in your current offense? ___ No ___ Yes

If Yes, explain: _____

What is your current relationship with them? _____

5c. Have any of your close friends been involved in criminal behavior? ___ No ___ Yes

What kind of criminal behavior have they been involved in? _____

What percentage of your close friends have been in trouble with the law? _____%

5d. What activities you like to do with your friends? _____

Now I want you to think of other friends, not necessarily close ones, but more like acquaintances. These are people you see and hang out with occasionally.

5e. How many of your acquaintances have been in trouble with the law? _____

What types of trouble have they been in? _____

How often do you have contact with them? _____

5f. Have you ever been in a gang? ___ No ___ Yes

If Yes, when? _____

Are you in a gang now? ___ No ___ Yes

If Yes, probe for more information: _____

5g. How do you spend your free time? _____

Do you have any hobbies or interests? _____

Do you belong to any groups or clubs? _____

Do you go to church? _____

(Probe to find out degree to which the offender is involved in prosocial or antisocial activities.)

6.0 CRIMINAL ATTITUDES AND BEHAVIORAL PATTERNS

This domain addresses the offender’s criminal attitudes and some behavioral patterns that can lead to criminal behavior. In addition to the specific questions for this domain, the assessor should score these items from the totality of the responses in the interview. Listen for rationalizations, minimizations, and justifications of behavior throughout the interview.

Questions for Criminal Attitudes and Behavioral Patterns Domain

Let’s talk again about the trouble you’ve been in.

6a. How do you feel about the crimes you’ve committed? _____

How do you feel about crime in general? _____

How do you feel about the victims of your crime? _____

How do you think your victims feel about what you did? _____

___ No Pride in Criminal Behavior

___ Some Pride

___ A Lot of Pride

Now I want you to think about how things have been going for you recently.

6b. Over the past 6 months, have you sometimes felt that you have lost control over events in your life?

___ No ___ Yes

Tell me more. _____

___ Feels in Control over Events

___ Sometimes Lacks Control

___ Generally Lacks control

Why? _____

6c. A lot of people like to take chances and risks. Do you consider yourself a risk taker? _____

How about when you committed your offense? _____

How did it make you feel? _____

If I asked you to rate yourself as a risk taker on a scale from 1 to 5, with 1 being not at all and 5 being a risk taker, how would you rate yourself? (consider actions over the past year) _____

6d. Would you describe yourself as someone who “Walks Away from a fight,” or “Tries to avoid fights but it seems they find you,” or “the first one in the fight”?

If I asked you to rate yourself on a scale from 1 to 5 with 1 being “walks away” and 5 being “first one in,” how would you rate yourself? (consider the past 6 months) _____

6e. How do you feel about getting some help or participating in programs? _____

Questions for Mental Health Trailer

Ask each offender you interview questions A, B, and C:

A. Have you ever talked to a psychiatrist, psychologist, therapist, social worker, or counselor about an emotional problem? ___ No ___ Yes

If Yes, when (during the past year)? _____

B. Have you ever been prescribed medication for anxiety, depression, hearing voices, or any other emotional problem? ___ No ___ Yes

If Yes, when (during the past year)? _____

C. Have you ever been seen in an emergency room or hospitalized for problems with mental health? ___ No ___ Yes

If Yes, when? _____

Describe the severity of the symptoms. _____

If the offender answers Yes to **any** of these questions, continue with the remaining questions below. If the offender answers No to **all** of these questions, the interview is complete.

For the next few questions, I want to know if any of these experiences occurred or occur when you ARE NOT under the influence of alcohol or drugs.

D. Have you ever felt you needed help with your emotional problems, or have people told you that you should get help for your emotional problems? ___ No ___ Yes

If Yes, when (during the past year)? _____

E. Have you ever heard voices no one else could hear or seen objects or things others could not see? ___ No ___ Yes

If Yes, tell me more. _____

F. Have you ever been depressed for weeks at a time, lost interest or pleasure in most activities, had trouble concentrating and making decisions, or thought about killing yourself? ___ No ___ Yes

If Yes, tell me more. _____

G. Have you ever attempted to kill yourself? ___ No ___ Yes

If Yes, tell me more. _____

H. Have you ever had nightmares or flashbacks as a result of being involved in some traumatic or terrible event? For example, warfare, gang fights, fire, domestic violence, rape, incest, car accident, being shot, or being stabbed. ___ No ___ Yes

If Yes, tell me more. _____

I. Have you ever had a period of time when you were so full of energy and your ideas came very rapidly, when you talked nearly non-stop, when you moved quickly from one activity to another, when you needed little sleep, and you believed you could do almost anything? ___ No ___ Yes

If Yes, tell me more. _____

End of Questions for Mental Health Trailer

TEXAS RISK ASSESSMENT SYSTEM COMMUNITY SUPERVISION FELONY SCREENER – SCORE SHEET

Offender: _____ Assessor: _____

SID#: _____ Date: _____

- 1. Most Serious Charge or Arrest Age 16 or Younger
 0 = None
 1 = Yes, Misdemeanor
 2 = Yes, Felony

- 2. Highest Education
 0 = High School Graduate or Higher
 1 = GED or No High School Diploma

- 3. Employed at the Time of Arrest
 0 = Yes
 1 = No

- 4. Evidence of a Drug Problem
 0 = None
 1 = Ever
 2 = Within Past Year

- 5. Criminal Activities
 0 = Strong Identification with Prosocial Activities
 1 = Mixture of Prosocial and Antisocial Activities
 2 = Strong Identification with Criminal Activities

- 6. Criminal Attitudes
 0 = Minimal Attitudes that Support Crime
 1 = Some Attitudes that Support Crime
 2 = Strong Attitudes that Support Crime

- 7. Walks Away from a Fight
 0 = Yes
 1 = Sometimes
 2 = Rarely

Total Score

	Males		Females	
Risk Level	Score	Re-arrest Rate	Score	Re-arrest Rate
Low	0 to 2	15.1%	0 to 2	11.0%
Moderate/High	3+	36.2%	3+	28.3%

TEXAS RISK ASSESSMENT SYSTEM COMMUNITY SUPERVISION INTERVIEW GUIDE – FELONY SCREENER

Offender: _____

Assessor: _____

SID#: _____

Date: _____

Conducting the Interview

This interview guide is designed to assist the assessor in gathering the information necessary to accurately assess the offender. It is important to establish rapport with the offender. While it is recommended that the assessor closely follow the interview guide, the wording of questions may vary. Here are some tips for conducting the interview:

- Conduct the interview in a relaxed and private environment.
- Explain the purpose of the interview and stress the need for honesty and complete answers to questions.
- Do not hesitate to use follow-up questions and probe. Examples of follow-up questions:
 - Tell me more. I want to be certain that I understand you.
 - What happened next?
 - Could you explain that further?
 - What do you mean?
 - Can you describe some examples?
 - How did that make you feel?
- Remember what information you are trying to obtain. Develop clear examples and remember there are sometimes differences in perception.
- Remember that the interviewer sets the tone. Be patient and try not to correct or teach.
- Whenever possible, use open-ended questions where the respondent provides his or her opinion and is able to elaborate. For example, “Tell me more about your relationship with...”
- Avoid double-barreled questions where the respondent is asked a combination of questions. For example, “How is your relationship with your mother and father?”
- Avoid biased questions where the respondent is led in a certain direction. For example, “Your relationship with your mother isn’t bad, is it?”

Also remember that the interview is only one source of information. Official records, such as arrest records and reports and urinalysis records, as well as collateral sources of information, such as family members or other professionals, should also be consulted. **Review the criminal history prior to the interview.** It is important to corroborate the offender’s responses whenever possible.

Questions for Felony Screener

1. How old were you the first time you were arrested? _____

2. Tell me about the first time you were ever arrested. _____

3. What was your most serious arrest at the age of 16 or younger? _____

4. Did you graduate from high school? ___ No ___ Yes

If No, what is the highest grade you completed? _____

Did you get a GED? ___ No ___ Yes

5. Were you working at the time of your arrest for your current offense? ___ No ___ Yes

If Yes, what type of work were you doing? _____

6. Are you currently employed? ___ No ___ Yes

If Yes, is your job: ___ Full-Time ___ Part-Time ___ Seasonal

How many hours per week do you work? _____

7. Have you ever had a problem with drugs other than alcohol? ___ No ___ Yes

8. Tell me about your drug use in the past. _____

Which drugs? _____

How often did you use? _____

Did you use alone or with others? _____

9. Tell me about your drug use during the past year. _____

10. What activities do you like to do with your family and friends? _____

11. How do you spend your free time? _____

Do you have any hobbies or interests? _____

Do you belong to any groups or clubs? _____

Do you go to church? _____

(Probe to find out degree to which the offender is involved in prosocial or antisocial activities.)

12. How do you feel about the crimes you've committed? _____

How do you feel about crime in general? _____

How do you feel about the victims of your crime? _____

How do you think your victims feel about what you did? _____

_____ No Pride in Criminal Behavior

_____ Some Pride

_____ A Lot of Pride

13. Would you describe yourself as someone who "Walks Away from a fight," or "Tries to avoid fights but it seems they find you," or "the first one in the fight"?

If I asked you to rate yourself on a scale from 1 to 5 with 1 being "walks away" and 5 being "first one in," how would you rate yourself? (consider the past 6 months) _____

THANK YOU

TEXAS RISK ASSESSMENT SYSTEM COMMUNITY SUPERVISION MISDEMEANOR SCREENER – SCORE SHEET

Offender: _____ Assessor: _____

SID#: _____ Date: _____

- 1. Most Serious Charge or Arrest Age 16 or Younger
 0 = None
 1 = Yes, Misdemeanor
 2 = Yes, Felony

- 2. Highest Education
 0 = High School Graduate or Higher
 1 = Less than High School or GED

- 3. Employed at the Time of Arrest
 0 = Yes
 1 = No

- 4. Evidence of a Drug Problem
 0 = None
 1 = Ever
 2 = Within Past Year

- 5. Criminal Friends
 0 = None
 1 = Less than 50%
 2 = 50% or More

- 6. Gang Membership
 0 = No, Never
 1 = Yes, but Not Current
 2 = Yes, Current

Total Score

	Males		Females	
Risk Level	Score	Re-arrest Rate	Score	Re-arrest Rate
Low	0 to 2	16.2%	0 to 2	12.9%
Moderate/High	3+	32.9%	3+	33.8%

**TEXAS RISK ASSESSMENT SYSTEM
COMMUNITY SUPERVISION
INTERVIEW GUIDE – MISDEMEANOR SCREENER**

Offender: _____ Assessor: _____

SID#: _____ Date: _____

Conducting the Interview

This interview guide is designed to assist the assessor in gathering the information necessary to accurately assess the offender. It is important to establish rapport with the offender. While it is recommended that the assessor closely follow the interview guide, the wording of questions may vary. Here are some tips for conducting the interview:

- Conduct the interview in a relaxed and private environment.
- Explain the purpose of the interview and stress the need for honesty and complete answers to questions.
- Do not hesitate to use follow-up questions and probe. Examples of follow-up questions:
 - Tell me more. I want to be certain that I understand you.
 - What happened next?
 - Could you explain that further?
 - What do you mean?
 - Can you describe some examples?
 - How did that make you feel?
- Remember what information you are trying to obtain. Develop clear examples and remember there are sometimes differences in perception.
- Remember that the interviewer sets the tone. Be patient and try not to correct or teach.
- Whenever possible, use open-ended questions where the respondent provides his or her opinion and is able to elaborate. For example, “Tell me more about your relationship with...”
- Avoid double-barreled questions where the respondent is asked a combination of questions. For example, “How is your relationship with your mother and father?”
- Avoid biased questions where the respondent is led in a certain direction. For example, “Your relationship with your mother isn’t bad, is it?”

Also remember that the interview is only one source of information. Official records, such as arrest records and reports and urinalysis records, as well as collateral sources of information, such as family members or other professionals, should also be consulted. **Review the criminal history prior to the interview.** It is important to corroborate the offender’s responses whenever possible.

Questions for Misdemeanor Screener

1. How old were you the first time you were arrested? _____

2. Tell me about the first time you were ever arrested. _____

3. What was your most serious arrest at the age of 16 or younger? _____

4. Did you graduate from high school? ___ No ___ Yes

If No, what is the highest grade you completed? _____

Did you get a GED? ___ No ___ Yes

5. Were you working at the time of your arrest for your current offense? ___ No ___ Yes

If Yes, what type of work were you doing? _____

6. Are you currently employed? ___ No ___ Yes

If Yes, is your job: ___ Full-Time ___ Part-Time ___ Seasonal

How many hours per week do you work? _____

7. Have you ever had a problem with drugs other than alcohol? ___ No ___ Yes

8. Tell me about your drug use in the past. _____

Which drugs? _____

How often did you use? _____

Did you use alone or with others? _____

9. Tell me about your drug use during the past year. _____

10. How many close friends would you say you have? _____

Tell me about your close friends. _____

How often do you see them? _____

11. Were any of your close friends involved in your current offense? ___ No ___ Yes

If Yes, explain: _____

What is your current relationship with them? _____

12. Have any of your close friends been involved in criminal behavior? ___ No ___ Yes

What kind of criminal behavior have they been involved in? _____

What percentage of your close friends have been in trouble with the law? _____%

13. Have you ever been in a gang? ___ No ___ Yes

If Yes, when? _____

Are you in a gang now? ___ No ___ Yes

If Yes, probe for more information: _____

THANK YOU

TEXAS RISK ASSESSMENT SYSTEM ALCOHOL TRAILER – SCORE SHEET

Offender: _____ Assessor: _____

SID#: _____ Date: _____

1. Felt that you used too much alcohol in the past year?
0 = No
1 = Yes

2. Have tried to cut down or quit drinking in the past year?
0 = No
1 = Yes

3. Asked anyone for help to manage your drinking in the past year?
0 = No
1 = Yes

4. In the past year, needed to drink more to get the same effect?
0 = No
1 = Yes

5. Anyone complained about your alcohol use in the past year?
0 = No
1 = Yes

6. Mark any of the following that have occurred or caused you problems in the past year due to alcohol use (total count):
___ Blackouts or other periods of memory loss due to alcohol
___ Injured yourself while drinking
___ Had convulsions or delirium tremens (DTs)
___ Had liver problems due to drinking or made worse by drinking
___ Felt sick, shaky, or depressed after drinking (more than just hung over)
___ Experienced shaking, depression, or cravings after stopping use

Total Score

Score	Recommendation
0 to 2	Not recommended for additional evaluation
3+	Recommended for additional evaluation

TEXAS RISK ASSESSMENT SYSTEM DRUG TRAILER – SCORE SHEET

Offender: _____ Assessor: _____

SID#: _____ Date: _____

1. Felt that you used too much of a single drug in the past year?
 0 = No
 1 = Yes

2. Felt that you have used too many different types of drugs in the past year?
 0 = No
 1 = Yes

3. Tried to cut down or quit using drugs in the past year?
 0 = No
 1 = Yes

4. Asked anyone for help to manage your drug use in the past year?
 0 = No
 1 = Yes

5. In the past year, needed to use more drugs to get the same effect?
 0 = No
 1 = Yes

6. Anyone complained about your drug use in the past year?
 0 = No
 1 = Yes

7. Mark any of the following that have occurred or caused you problems in the past year due to your drug use (total count):
 - ___ Blackouts or other periods of memory loss due to drug use
 - ___ Injured yourself while using drugs
 - ___ Seen things that were not really there due to drug use
 - ___ Been injured after using drugs
 - ___ Used needles to shoot drugs
 - ___ Experienced shaking, depression, or cravings after stopping use

Total Score

Score	Recommendation
0 to 2	Not recommended for additional evaluation
3+	Recommended for additional evaluation

TEXAS RISK ASSESSMENT SYSTEM MENTAL HEALTH TRAILER – SCORE SHEET

Offender: _____ Assessor: _____

SID#: _____ Date: _____

1. History of Mental Health Treatment
0 = None
1 = Ever
2 = Past Year
2. History of Hospitalization or ER Visits for Mental Health Problems
0 = None
1 = One
2 = Two or more
3. Any History of Mental Health Problems
0 = None
1 = Mild to Moderate
2 = Serious
4. Evidence of a Mental Health Problem within the Past Year
0 = None
1 = Mild to Moderate
2 = Serious
- Total Score**

Score	Recommendation
0 to 2	Not recommended for additional evaluation
3+	Recommended for additional evaluation

TEXAS RISK ASSESSMENT SYSTEM RESPONSIVITY SCREENER – STRENGTHS AND BARRIERS

Offender: _____ Assessor: _____

SID#: _____ Date: _____

1.	Motivated to change primary issue	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
2.	Reliable transportation	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
3.	Current housing	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
4.	Has identified community / family support	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
5.	Read/write at a functional level	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
6.	Significant language barriers	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
7.	Physical health	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
8.	Childcare	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
9.	Family supports change	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
10.	Sexual / physical abuse history (trauma)		<input type="checkbox"/> Barrier
11.	Prosocial peers	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
12.	Mental Health issues		<input type="checkbox"/> Barrier
13.	Medication compliance	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
14.	Sober support network	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier
15.	Supportive of prosocial lifestyle	<input type="checkbox"/> Strength	<input type="checkbox"/> Barrier

TEXAS RISK ASSESSMENT SYSTEM RESPONSIVITY SCREENER

Offender: _____ Assessor: _____

Address: _____ DOB: _____

SID#: _____ Date: _____

1. Please state in your own words why you are here.

2. Do you own your own car? ___ No ___ Yes

3. Rate your access to transportation from 1 (not reliable at all) to 10 (completely reliable):

1 2 3 4 5 6 7 8 9 10

4. How would you describe your current housing situation?

- Own home - Rent - Live with friends/family
- Shelter - Homeless - Other

5. Rate your current housing situation from 1 (not stable at all) to 10 (completely stable):

1 2 3 4 5 6 7 8 9 10

6. List the people who are supportive of you:

7. What is your primary language? English Spanish Vietnamese Other _____

8. Do you have any medical issues that might affect your ability to complete probation? If Yes, please list.

9. Do you have children? ___ No ___ Yes

If Yes, how many? _____

Are you their primary caregiver? ___ No ___ Yes

10. Have you ever taken medication for mental health issues? ___ No ___ Yes

TEXAS RISK ASSESSMENT SYSTEM RESPONSIVITY SCREENER – PERSONAL ALCOHOL USE

Offender: _____ Assessor: _____

SID#: _____ Date: _____

		Strongly Disagree	Disagree	Undecided or Unsure	Agree	Strongly Agree
1.	I really want to make changes in my drinking.					
2.	Sometimes I wonder if I am an alcoholic.					
3.	If I don't change my drinking soon, my problems are going to get worse.					
4.	I have already started making some changes in my drinking.					
5.	I was drinking too much at one time, but I've managed to change my drinking.					
6.	Sometimes I wonder if my drinking is hurting other people.					
7.	I am a problem drinker.					
8.	I'm not just thinking about changing my drinking, I'm already doing something about it.					
9.	I have already changed my drinking, and I am looking for ways to keep from slipping back to my old pattern.					
10.	I have serious problems with drinking.					
11.	Sometimes I wonder if I am in control of my own drinking.					
12.	My drinking is causing a lot of harm.					
13.	I am actively doing things now to cut down or stop drinking.					
14.	I want help to keep from going back to the drinking problems that I had before.					
15.	I know that I have a drinking problem.					
16.	There are times when I wonder if I drink too much.					
17.	I am an alcoholic.					
18.	I am working hard to change my drinking.					
19.	I have made some changes in my drinking, and I want some help to keep from going back to the way I used to drink.					

TEXAS RISK ASSESSMENT SYSTEM RESPONSIVITY SCREENER – PERSONAL DRUG USE

Offender: _____

Assessor: _____

SID#: _____

Date: _____

		Strongly Disagree	Disagree	Undecided or Unsure	Agree	Strongly Agree
1.	I really want to make changes in my use of drugs.					
2.	Sometimes I wonder if I am an addict.					
3.	If I don't change my drug use soon, my problems are going to get worse.					
4.	I have already started making some changes in my use of drugs.					
5.	I was using drugs too much at one time, but I've managed to change that.					
6.	Sometimes I wonder if my drug use is hurting other people.					
7.	I have a drug problem.					
8.	I'm not just thinking about changing my drug use, I'm already doing something about it.					
9.	I have already changed my drug use, and I'm looking for ways to keep from slipping back to my old pattern.					
10.	I have serious problems with drugs.					
11.	Sometimes I wonder if I am in control of my drug use.					
12.	My drug use is causing a lot of harm.					
13.	I am actively doing things now to cut down or stop my use of drugs.					
14.	I want help to keep from going back to the drug problems that I had before.					
15.	I know that I have a drug problem.					
16.	There are times when I wonder if I use drugs too much.					
17.	I am a drug addict.					
18.	I am working hard to change my drug use.					
19.	I have made some changes in my drug use, and I want some help to keep from going back to the way I used before.					

TEXAS RISK ASSESSMENT SYSTEM RESPONSIVITY SCREENER – CRIMINAL BEHAVIOR

Offender: _____ Assessor: _____

SID#: _____ Date: _____

		Strongly Disagree	Disagree	Undecided or Unsure	Agree	Strongly Agree
1.	I really want to make changes in my behavior.					
2.	Sometimes I wonder if I have a problem with criminal behavior.					
3.	If I don't change my criminal behavior soon, my problems are going to get worse.					
4.	I have already started making some changes in my behavior.					
5.	I was getting into trouble with the law too much, but I've managed to change my behavior.					
6.	Sometimes I wonder if my behavior is hurting other people.					
7.	I participate in crime.					
8.	I'm not just thinking about changing my behavior, I'm already doing something about it.					
9.	I have already changed my behavior, and I am looking for ways to keep from slipping back to my old pattern.					
10.	I have serious problems with breaking the law.					
11.	Sometimes I wonder if I am in control of my behavior.					
12.	My behavior is causing a lot of harm.					
13.	I am actively doing things now to cut down or stop committing crimes.					
14.	I want help to keep from going back to the behavior problems that I had before.					
15.	I know that I have a criminal problem.					
16.	There are times when I wonder if I commit crimes too much.					
17.	I am a criminal.					
18.	I am working hard to change my behavior.					
19.	I have made some changes in my behavior, and I want some help to keep from going back to the way I used to act.					

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Yoon Kim, Director of Collin County CSCD
Leticia Gibbs, Deputy Director of Collin County CSCD
Cindy Powell, Office Manager CSCD
Cecilia Avogaro, Functional Analyst CSCD
Amy Frazier, Data Coordinator CSCD
Caren Skipworth, Chief Information Officer of Information Technology Services
Bryan Yates, System Programming Supervisor of Information Technology Services
Jeff Springfield, IT Security Officer of Information Technology Services
Casey Stone, Infrastructure Supervisor of Information Technology Services
David McCurdy, Operation Supervisor of Information Technology Services
Ben White, IT Senior Manager of Information Technology Services
Courtney Wilkerson, Project Manager of Information Technology Services

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon, CPPB - Assistant Purchasing Agent
Ruyue Ding, Senior Buyer

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

