



Travis County Commissioners Court Agenda Request

Meeting Date: 12/04/2012

Prepared By/Phone Number: Tanya Acevedo, 854-8685

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Hon. Sam Biscoe, County Judge

AGENDA LANGUAGE:

Consider and take appropriate action on the Non-Disclosure Agreement with the Conference of Urban Counties (CUC) TechShare for the Juvenile Case Management System.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Because of the proprietary nature of the CUC data dictionary (or data repository), the CUC requires a signed Non-Disclosure Agreement prior to granting Travis County access.

STAFF RECOMMENDATIONS:

Recommend Travis County Commissioner Court's approval of and signature to the Non-Disclosure Agreement.

ISSUES AND OPPORTUNITIES:

The Non-Disclosure Agreement is a requirement from CUC TechShare for obtaining a data dictionary (data repository). The data dictionary is required for performing a gap analysis comparison between our current Caseworker Plus and the CUC TechShare Juvenile Case Management System.

FISCAL IMPACT AND SOURCE OF FUNDING:

No financial impact for signing the non-disclosure agreement.

REQUIRED AUTHORIZATIONS:

Leslie Browder (PBO) – 854-9106

John Hille (County Attorney) – 854-9513

Chris Hubner (Juvenile Attorney Office) – 854-7109

Lori Clyde (Purchasing) – 854-4205

Lisa Eichelberger (Juvenile Probation) – 854-7054

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

This Agreement, which is effective as of _____, 20__ (the "Effective Date"), is made and entered into by and between Travis County ("County"), whose address is: 700 Lavaca, P.O. Box 1748, Austin, Texas 78767, the Texas Juvenile Justice Department ("Department") whose address is: P.O. Box 12757, Austin, Texas 78711-2757, and the Texas Conference of Urban Counties, Inc. ("Urban Counties"), whose address is 500 W. 13th St., Austin, Texas 78701. The Urban Counties, Department and County are individually each a "Party" and collectively, the "Parties". Except as otherwise indicated herein, a reference to a Party includes any political subdivision or department operated by or under the authority of the Party and all affiliates of the Party including any person, partnership, joint venture, corporate, subsidiary or other form of enterprise, domestic or foreign, that is directly, indirectly, or under common control of or controlled by the Party.

1. **Background.** Urban Counties, through its TechShare program, and the Department have developed TechShare Juvenile and the Juvenile Case Management System Basic (both of which are hereinafter collectively referred to as "JCMS") in conjunction with other partner agencies. County desires to have access to information regarding JCMS in order to evaluate JCMS for possible implementation within County. In the course of such evaluation, Urban Counties and the Department will disclose or deliver to County and to County's directors, officers, employees, members, agents or advisors (collectively, "Representatives") certain confidential or proprietary information for the purpose of enabling County to evaluate the architecture, compatibility and functionality of JCMS. At the same time, County will disclose to Urban Counties and/or the Department and their respective Representatives proprietary information pertaining to the County's information technology infrastructure. The confidential information released pursuant to this agreement shall be used solely for the purpose of evaluating, implementing, and operating JCMS in support of the County's Juvenile Probation Department as a replacement system for the County's legacy juvenile case management system (the "Purpose"). The Parties have entered into this Agreement to assure the confidentiality of each Party's confidential and proprietary information under the terms of this Agreement.

2. **Confidential Information.** As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, application, operating system, database, communication and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to JCMS in the case of Confidential Information belonging to Urban Counties or the Department. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of JCMS. "Confidential Information" includes information in any form, whether written, electronic, or verbal. In addition, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential

Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

3. Use and Disclosure of Confidential Information. Each Recipient Party and its respective Representatives shall use the Confidential Information only for the Purpose and the Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Each Recipient Party and its respective Representatives shall hold in confidence, and shall not disclose any Confidential Information; provided, however, that: (i) a Recipient Party may disclose information as authorized by the Disclosing Party in advance in writing; and (ii) any of the Confidential Information may be disclosed by a Recipient Party to its Representatives who need to know the information in connection with the Purpose if they are informed of the confidential nature of the information and of the terms of this Agreement. In any event, a Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not prohibit a Recipient Party from disclosing Confidential Information of a Disclosing Party to the extent required in order for the Recipient Party to comply with applicable laws, regulations and/or judicial process, provided that the Recipient Party provides prior written notice (if legally permitted) of the required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of the disclosure.

4. Limitation on Obligations. The obligations of each Recipient Party specified in Section 3 above do not apply, and a Recipient Party has no further obligations, with respect to any Confidential Information to the extent that the Confidential Information:

(a) is part of the public domain at the time of disclosure or becomes part of the public domain without the Recipient Party or its Representatives violating this Agreement;

(b) becomes known to a Recipient Party through disclosure by sources other than the Disclosing Party without the sources violating any confidentiality obligations to the Disclosing Party;

(c) is independently developed by a Recipient Party without reference to or reliance upon the Disclosing Party's Confidential Information; or

(d) Is required to be made available for disclosure or release by order of a governmental agency, legislative body or a court of competent jurisdiction, or under the Texas Public Information Act or by applicable Texas, Federal or Local Law.

5. Return of Confidential Information. A Recipient Party shall, upon the written request of a Disclosing Party, return to the Disclosing Party all Confidential Information received from the Disclosing Party (and all copies and reproductions). In addition, a Recipient Party shall destroy: (i) any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information; and (ii) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of a Disclosing Party, a Recipient Party shall destroy all Confidential Information received from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, a Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing obligations, a Recipient Party may retain and not destroy any Confidential Information it is required to retain pursuant to applicable law.

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

7. No Waiver of Immunity. It is expressly understood and agreed that no party waives, or shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

8. No Third Party Right. This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party of this Agreement.

9. Multiple Counterparts. For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one agreement binding on all Parties.

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

TEXAS CONFERENCE OF URBAN COUNTIES

By: _____

Title: _____

TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

Title: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe

Title: Travis County Judge