

Addendum 4 to Agreement for RFP 2020-207
Business Process Management and Strategic Consulting Services for Constable CivilServe Audit Requirements

This Addendum is made and entered between Solutions Cube Group LLC ("SCG") and Tarrant County ("COUNTY"), collectively known as "parties", pursuant to the terms and conditions of RFP 2020-207, dated, February 9, 2021 ("Agreement"). The terms and conditions contained in the Agreement shall govern the relationship of the parties as described herein.

1.0 Project Background.

Tarrant County implemented the Constable CivilServe application on January 01, 2022. After the implementation, the Tarrant County Auditor conducted a review of the application to determine whether financial and system controls were adequate to reasonably ensure fees were accurately assessed, collected, recorded, and deposited. The audit noted that CivilServe does not have system controls in place to mitigate the risk of certain errors or fraud and a significant material risk exists. The application, as implemented, offers no assurance that all funds collected for Constable services will be accounted for. This requirements facilitation/documentation effort will enable ITD to work with the CivilServe vendor to resolve the system functionality issues identified by the Tarrant County Auditor. These are the issues that need to be resolved with the Constable CivilServe implementation:

1. The ability to segregate certain duties between incompatible tasks does not exist. Users can issue, void, and refund their own receipts. Furthermore, current configuration allows deputy constables to create, modify, and delete financial information even though they have limited financial responsibilities.
2. System controls related to modification of certain financial transactions are especially vulnerable to errors and irregularities, including fraud. Specifically:
 - Receipts can be manually edited, rather than voided, prior to deposit.
 - Users can manually adjust system generated fees and balances.
 - The System does not have controls to prevent staff from selecting the incorrect fee status or action type. For example, when a "Normal" fee status was selected for papers with an affidavit of inability to pay, the system calculated a balance due requiring a manual adjustment.
 - Additionally, if the incorrect action type is selected for Attorney General citations billing could be incorrectly generated.
3. Current system functionality does not allow users to readily track and account for funds transferred to other parties or Precincts. Each of the eight precincts has a separate database in CivilServe, which creates limitations when using a centralized location (Pct. 1, the "Hub") to record payments and disburse papers to the appropriate precincts. For example, when the Hub records a partial payment on behalf of another precinct, the precinct cannot view the Hub's financial information and may not have an accurate account of the remaining balance. Additionally, when the Hub enters a receipt on behalf of another precinct, CivilServe does not recognize the payment as a valid disbursement. Therefore, the amounts receipted and disbursed in the system may not accurately reflect financial activity.
4. While certain CivilServe reports include voided transactions and manual edits to receipt amounts, no comprehensive report exists that identifies changes to receipts and balances.

2.0 Services: Tarrant County staff has requested SCG to provide these facilitated meeting services:

- 2.1 Conduct a facilitated meeting for up to three (3) days to engage the County Auditors, Constable representatives and ITD in discussions enabling them to:
- 2.1.1 Identify, clarify, and document the scope of the effort
 - 2.1.2 Agree on the business processes for managing Constable service funds
 - 2.1.3 Define the User Story / Business Requirements to update the steps for assessing, collecting, recording, adjusting, depositing and transferring of funds for Constable service activities in order to eliminate current errors and vulnerabilities.

2.2 Desired modifications to the daily Constable services outside of managing funds for services are outside the scope of this meeting.

2.3 SCG will conduct the facilitated meeting through a combination of onsite and virtual participation of Tarrant County Project staff. Onsite participation will be conducted at Tarrant County provided facilities and virtual participation will be provided by Tarrant County virtual meeting software (e.g., GoToMeeting or Microsoft Team Meeting).

2.4 Facilitated meeting days are targeted to be completed no later than 10/30/2022. Dates, times, and locations for the facilitated meetings will be mutually agreed by the Tarrant County Team and SCG.

3.0 Deliverables: Deliverables from the facilitated meeting will be produced real time throughout each meeting day in Microsoft Word, Excel, Visio or a mutually agreed upon document format. During the Facilitated meetings, SCG will provide the structure and process method which enables the meeting stakeholders to discuss, produce and agree on the content of these meeting deliverables:

3.1 Project Deliverables:

- 3.1.1 Business and Project Objectives. Business Objectives communicate specific high level, measurable and time-based outcomes which the business area is striving to achieve. Achievement of the Business Objectives will be accomplished by accomplishing one or more Project Objects which deliver solutions to contribute to the attainment of the Business Objectives.
- 3.1.2 Pain Points: This is a list of the current deficiencies / issues and or problems associated with the current Constable services fund management processing and capabilities.
- 3.1.3 Assumptions. This is a list of the assumed decisions whose confirmation is outside the control of the Project team, but which influence work the team includes or excludes from the scope of the Project.
- 3.1.4 Project Constraints. This is a list of the limitations which will be imposed on the project and will either limit how the project is executed or limit the solution which can be implemented by the project.
- 3.1.5 Critical Success Factors (optional). This is the list of high-level measurable outcomes which must be achieved, regardless of the solution implemented, in order for the Project to be considered a success.
- 3.1.6 Process Model. This is a conceptual future-state model depicting desired process steps to be performed for collecting, managing and reporting funds for Constable services which need to be satisfied by the Project solution. The model contains a list of the fund management business processes and related external entities outside of the business processes which need to be interfaced/integrated with in order to share information.
- 3.1.7 User Stories / Business Requirements / Business Questions. This is a list of future capabilities the Project stakeholders expect to be able to perform to track, measure, report on and support the Constable service funds management activities. These requirements

describe the business needs but do not contain information for or dictate the solution to be implemented in order to meet the business needs. This deliverable will also include a list of Business Questions which are asked and need to be answered on an ongoing basis. Business Questions substantiate the need for ongoing reports.

3.1.8 User Acceptance Test Objective. This is a list of demonstrable testable outcomes which will need to exist in order for the effort's delivered solution to be acceptable to meet the defined objectives of the effort. The test objectives will be mapped to one or more requirements for which they are relevant.

3.2 Follow Up Tasks. This is a list of action items, identified throughout the meetings by Project stakeholders, which need to be addressed and closed outside of the meetings in order for the Project team to move forward with the Project work (e.g., perform gap analysis of potential solutions, acquire, and implement a solution, etc.)

4.0 Primary Points of Contact: The primary points of contract for the project are:

4.1 For Tarrant County: Theresa Lee– Business Technology Consultant (BTC)

4.2 For Tarrant County: Madhavi Chadawala, Sr. Project Manager

4.3 For Tarrant County: Matthew Jones

4.4 For Tarrant County: Uimaitua ("Smile") Nua

4.5 For SCG: Paul Burek

5.0 SCG Key Personnel: The key personnel and their roles to be provided by SCG to perform services described in this SOW are:

Role	Individual	Responsibility
Meeting Facilitator Process Subject Matter Expert	Paul Burek	Conduct Facilitated JAD Meeting activities to enable Meeting Participants to create the meeting deliverables
Meeting Co-Facilitator and Documentation Specialist	Jenina Roberts	Create and manage meeting deliverables throughout the meetings

6.0 Equipment: For onsite meetings, Tarrant County will provide a display projector and a meeting space large enough to support social distancing guidelines. For virtual attendance in meetings, Tarrant County will provide virtual meeting software (e.g., GoToMeeting, Microsoft Team Meeting, etc.) which will be available to SCG staff and Tarrant County team members.

6.1 SCG will provide a laptop to be used during the facilitated meeting to capture the meeting discussions and interactively create the meeting deliverables with the meeting participants.

7.0 Schedule: Up to three (3) meeting days will be scheduled during October 2022. If the meeting participant schedules cannot accommodate up to three (3) days during this time frame, meeting days can be scheduled through the second week of November 2022. SCG recommends that the three (3) days be conducted as consecutive days during the same week. Meeting participants will be actively engaged in the meetings each day from 9:00 a.m. (CDT) through 4:00 p.m. (CDT). Any changes to the meeting dates and times will be mutually agreed by Tarrant County and SCG. Supplier will spend time each day, outside of the scheduled meeting times, to make any formatting adjustments needed for deliverables to be ready for the next meeting day. Note that Both SCG and county stakeholders agree that the following schedule and agenda may be adjusted by mutual agreement.

7.1 Facilitated Meeting Day 1: Engage all meeting participants in activities to clarify and document the scope

of the Project which includes: Business / Project Objectives, Pain Points, Assumptions, Project Constraints and Critical Success Factors of the project and to create the Project Process Model.

7.2 Facilitated Meeting Day 2: Engage all Meeting Participants in activities to brainstorm and begin elaboration on the list of project User Stories.

7.3 Facilitated Meeting Day 3 : Continue the elaboration of the User Stories and document Business Questions. Assign Follow Up Task next steps, as needed, to keep the Project moving forward.

8.0 Review and Acceptance. SCG will provide the daily meeting deliverables created each the day to the Project team at the end of each meeting day. The complete set of meeting deliverables will be provided to the Project team at the end of the last conducted meeting day. These deliverables are interactively produced by and in the words of the meeting stakeholders and reviewed by these stakeholders throughout each meeting day; therefore, the Project team will be able to provide SCG acceptance of the deliverables at the completion of the last facilitated meeting day.

9.0 Fees.

9.1 The total fee for completing the Facilitated Meetings to create the Project deliverables will be billed at \$3,250.00 per meeting day for a Not to Exceed total fee of \$9,750.00. Any portion of the proposed three (3) days not needed to be conducted will not be billed. If additional scope of work is identified during the meeting which requires additional days beyond the three (3) days for the Project, these days will be mutually agreed, conducted, and billed at \$3,250.00 per additional meeting day.

9.2 SCG will submit an invoice referencing a Tarrant County PO for services rendered upon receipt of a Business Acceptance form, which will be provided upon successful completion of the final facilitated meeting. Payment of invoices shall be within 30 days of receipt of properly billed, undisputed invoices.

This Amendment is effective as of the date of signature of the last party to sign as indicated below.

AGREED: SOLUTIONS CUBE GROUP LLC AGREED: TARRANT COUNTY

Paul Burek

Digitally signed by: Paul Burek
DN: CN = Paul Burek email = paul.
burek@solutionscubegroup.com C = US
Date: 2022.09.22 07:37:03 -0600

Name: Paul Burek

Title: Chief Operating Officer

Date: 9/22/22

Name: B. Glen Whitley

Title: County Judge

Date:

APPROVED AS TO FORM:

CERTIFICATION OF AVAILABLE FUNDS:

Kimberly C. Wesley

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.