

RULES AND REGULATIONS OF

THE

MINNESOTA COUNTIES COMPUTER COOPERATIVE

CORRECTIONS USER GROUP

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Introduction

Membership in the Minnesota Counties Computer Cooperative (MnCCC) is defined as a Minnesota county or other Minnesota governmental subdivision that is eligible to enter into a joint powers agreement under Minnesota Statute 471.59, and that has ratified and executed the Joint Powers Agreement and has paid the membership dues and other charges established by MnCCC.

The MnCCC Board may adopt Rules and Regulations to govern the business and operation of User Groups. Such Rules and Regulations shall be considered supplementary and cannot conflict with or be inconsistent with MnCCC Bylaws and may at any time be modified, replaced or repealed. The Board shall also adopt, maintain, and from time to time update a set of core contract principles and minimum standards that must be included within any software or service agreements. Any deviation from such core principals or minimum standards will require the Board's prior written consent.

In accordance with Article V., Section I. of the Minnesota Counties Computer Cooperative (MnCCC) Bylaws, the following supplementary Rules and Regulations governing the business of the Corrections User Group are promulgated.

Corrections User Group

Vision: Utilizing quality information systems to enhance the practice of community supervision.

Mission: To develop and maintain integrated data systems that support business needs of member agencies providing community supervision and probation services.

The Corrections User Group is responsible for:

- Developing and maintaining the software applications that meet the needs of the Corrections User Group and its Member agencies
- Directing the MnCCC Executive Committee regarding vendor selection and contracts
- Determining and approving modifications and/or enhancements to software applications
- Identifying any need for, and requirements of, new software applications
- Ensuring Member compliance with the User Group's rules and regulations
- Administering the User Group's operation and sustainability

Article I
Purpose

Section 1. The Corrections User Group (or User Group) exists to collectively provide for database software and services to members of the User Group. The purpose of the Corrections User Group Rules and Regulations is to define the manner in which the Corrections User Group shall operate; the rights, privileges, and obligations of the User Group members; to provide direction to the MnCCC Board, which has the authority to contractually bind MnCCC on behalf of the User Group regarding vendor selection, vendor contracts, and payment to vendors; and to conduct business necessary to the operation of the Corrections User Group.

Article II
Definitions

Section 1. "Member" shall mean an agency or county that is a Member or Non-Voting Member of the MnCCC as defined in Article 8 or 9 of the MnCCC Bylaws, and pays annual membership and other fees to MnCCC to participate in the Corrections User Group to use a software product.

Section 2. "Licensed User" shall mean an agency or county that is not a Member as defined in "Article II, Section 1", and who has received a license to use a Corrections User Group software product.

Section 3. "Financial Interest" shall mean the participating Member's shared cost, as determined by a majority vote of the Corrections Executive Committee of the costs for the acquisition and/or development of a specific software product. The Member share of the costs will be determined by a formula approved by the Corrections Executive Committee and the MnCCC Board.

Section 4. "Enhancement Fund" shall mean funds being held by MnCCC for the support and operation of a software product for the User Group. Authorization for the expenditure of monies from an enhancement fund are determined by the Corrections Executive Committee and specified herein. If the software product is discontinued, then the contents of the enhancement fund will be distributed to the current Members, as defined herein, based on the distribution formula used to generate that specific enhancement fund.

Article III
Organization and Structure

Section 1. There shall be an Executive Committee of the Corrections User Group (the Executive Committee) consisting of three appointed representatives from each of the three correctional delivery systems (Community Corrections Act agencies [CCA], Chief Probation Officer agencies [CPO], and the Minnesota Department of Corrections [DOC]), and a Chairperson. The representatives shall be appointed by agreement of a majority of each individual delivery system, and in the manner contemplated by Article VI, Section 1 of the MnCCC Bylaws. At least one of the three representatives from each delivery system shall continue to a second term. Also included as voting members with the appointed representatives is the User Group Chairperson. Non-voting Executive Committee members include the Recording Officer, Chairs of the Standards and Enhancement, and Facility Admissions committees, and an ex-officio representative of the MnCCC Executive Committee (unless they have been appointed to the executive committee by their delivery system). There shall also be a technical liaison ex-officio non-voting representative selected by the MnCCC Information Services Support Group. The Enhancement, Standards, and Facility Admissions Committee Chairpersons will serve a one-year term and will be elected by agreement of a majority of their committee's voting members and submitted for approval by the Executive Committee prior to the annual June User Group Meeting at which time they will be recognized by the User Group. Any ad-hoc subcommittees formed will have an identified chair person, and consist of members (approved by the executive committee) representing each delivery system. Ad-hoc subcommittees will report results to the Corrections Executive Committee. There will be no term limit for Executive Committee members.

Section 1a. There shall be an Enhancement Committee consisting of four (4) representatives from each of the three correctional delivery systems CCA, CPO, DOC, and one (1) integrated Facility Admissions Committee member. Members of this committee are appointed by agreement of a majority of their respective delivery system Members, as contemplated by Article VI, Section 1 of the MnCCC Bylaws. Appointed members shall consist of, at minimum, one supervisor/manager, one agent and one data administrator/analyst from each delivery system. The twelve designated members have voting privileges. Meetings are open to other User Group Member agency personnel. There is no term limit for Enhancement Committee members. The Enhancement Committee is charged with collecting, reviewing and assigning a priority level to enhancement requests. The prioritized enhancement list will be presented to the Executive Committee for consideration and approval.

Section 1b. There shall be a Standards Committee consisting of four (4) representatives from each of the three correctional delivery systems CCA, CPO, DOC, and one (1) integrated Facility Admissions Committee member. Members of this committee are

appointed by agreement of a majority of their respective delivery system Members, as contemplated by Article VI, Section 1 of the MnCCC Bylaws. Appointed members shall consist of, at minimum, one supervisor/manager, one agent and one data administrator/analyst from each delivery system. The twelve designated members have voting privileges. Meetings are open to other User Group Member agency personnel. There will be no term limit for Standards Committee members. This Committee is charged with the development of state-wide standards as they relate to specific tasks, processes and modules.

Section 1c. There shall be a Facility Admissions Committee consisting of at least one voting representative from each member facility. Members of this committee are appointed by each member facility as contemplated by Article VI Section 1 of the MnCCC Bylaws. There are no term limits to Facility Admissions committee members. The Facility Admissions Committee is responsible for establishing Facility Admission Membership and Enhancement fees, managing Facility Admissions specific enhancements, and representation on the Enhancement and Standards committees.

Section 2. The Executive Committee Chair position, which is preceded by a one year term as the Executive Committee Vice Chairperson, shall rotate annually between the three delivery systems. As its turn approaches to hold the Chair position, each delivery system will designate the Chairperson at the appropriate time. The Chairperson will represent both the User Group and Executive Committee.

Section 3. Executive Committee members and the Recording Secretary shall serve one-year terms commencing with the Corrections User Group's annual meeting. The Chairperson and Vice Chairperson shall serve one-year terms in those offices. The Vice Chairperson shall become the chair when the present Chair's term is completed. Should the Chairperson be unable to fulfill his or her term, the designated delivery system holding the Chair position shall appoint a new Chairperson for the remainder of the term. Executive Committee members must represent a User Group Member with a participatory interest in the User Group software product, including support through the MnCCC User Group and its approved vendor(s). The Corrections User Group shall meet, at a minimum, in June of each year to approve Executive Committee members and sub-committee chairs, and any other times as determined by the Corrections Executive Committee, to conduct business and training.

Section 4. The Corrections Executive Committee will be able to conduct business when at least six of its ten voting members are present. Official notice will be sent to all delivery system Members if any appointed Executive Committee member resigns, terminates employment with a Member, or fails to attend three consecutive Executive Committee meetings. In any such event, the impacted delivery system Members shall appoint by majority vote a replacement for the balance of any unexpired term.

Section 5. In the event of an Executive Committee member's absence from a User Group or

Executive Committee meeting, the delivery system Members that the absent member represents may appoint an alternate with voting rights only for the duration of the absence of the official Executive Committee member.

Section 6. Applications governed by the Corrections User Group include: CSTS, Financial Tracking System (FTS), Domestic Relations System (DRS), CSTS Data Exchange Manager (DEM), Court Information Summary Reporter (CISR), Facility Admissions, CSTS Web Mobile Edition, CSTS Monitoring System, and any other software applications developed under the contract with the current vendor and approved by the Corrections Executive Committee and the MnCCC Board.

Section 7. Enhancements are changes or modifications to existing systems, modules and/or programs. Any Member agency or county can request an enhancement. All enhancement requests will be sent to the Enhancement Committee for discussion and review. Potential actions taken in response to a request include: deny, hold, request an estimate from the support vendor, and implement.

- A request may be denied because the system already is able to perform the requested function, the requested change would be detrimental to the system, user productivity, and/or data, or the enhancement is considered too extensive and should be considered a development issue.
- A request may be put on hold to acquire additional information, may be referred to a subcommittee for research, may be accumulated with other requests, and/or may need to wait for funding.
- A request could be forwarded to the support vendor to provide implementation options that exist and the cost to implement each option.
- A request may be approved for implementation, at which time the funding source must be identified and a work order created by the vendor. "Work Orders" are to be approved by the Executive Committee prior to beginning work on the enhancement.

Section 8. All proposed expenditures for enhancements or modifications must be approved by the Executive Committee. Enhancements may also be funded by an individual agency or agencies, but must first be approved by the Executive Committee. If a request is denied, the requesting agency can again make the same request and provide additional information or attempt to acquire a more favorable response. In general, all enhancements shall be made available to all users of a system, module or program, and will become part of the system.

Section 9. A development project is a major change to a software system or module within the system and includes the work needed to implement it. Information, notification and opportunity will be provided to all Members to participate in development projects. Approval

of development projects by the Executive Committee must include a determination that there is not a detrimental impact on the User Group community of the existing software unless a majority of the participating Members that are affected vote to proceed with the development project at a duly called meeting or conference call. A Member agency or a group of Member agencies may fund a development project. The development project may become a committee of participating Members where those participating Member counties/agencies will make decisions about future enhancements and modifications to the identified project. Cost distribution formulas will be documented and agreed to prior to initiation of any development project. If a limited number of agencies fund a development project it will be available to and further supported by only those Member agencies unless they otherwise specify. If additional agencies financially participate in a development project (or acquire the software after development), then the cost of the development project will be redistributed based on the newly added participation, with each previous financial participant receiving a prorated share of the funds from the new agency or agencies, as equitably allocated by MnCCC.

All development projects will have work orders developed by the vendor and approved by the Executive Committee. Funding for the development project must be secured prior to the project initiation. On-going maintenance of systems, modules, and/or programs resulting from a development project will be the obligation of those Member agencies participating in the development project, not the full User Group. The User Group has no responsibility to ensure the continued compatibility of User Group owned software.

Section 10. Support for meeting coordination, research, contracting, billing, vendor monitoring, and other similar services shall be provided by MnCCC staff at no cost to the User Group.

Section 11. Meetings shall be conducted and proceed according to "Robert's Rules of Order", with the exception of the Executive Committee where at least six committee members need to be present to constitute a quorum.

Section 12. Notice of User Group meetings must be provided to the Member agencies at least ten (10) days prior to the meeting. Notice of a meeting may be waived before, at, or after such meetings, in writing signed by each User Group Member representative. Meetings shall be held at the call of the User Group Chairperson. All User Group correspondence shall be sent to each Member agency.

Section 13. Except for the appointment of committee or subcommittee members under Article III above, all votes or other actions shall be taken by the affirmative majority vote at a meeting, where a majority of all authorized voting members are present or participate by remote electronic communications to constitute a quorum, or without a meeting by written action, evidenced by the affirmative majority of electronic or mailed ballots cast by at least the number of voting members that would constitute a quorum for meeting purposes under this Article.

Article IV
User Group Fees and Expenses

Section 1. Members of the User Group agree to pay the MnCCC dues and other fees, as established by the MnCCC membership at the annual MnCCC Membership business meeting.

Section 2. There will be no reimbursement of expenses for the Executive Committee or any other committee or person by the User Group except as provided in contracts approved by the User Group and the MnCCC Board. Members of the Executive Committee and other established Committees shall be responsible for their own expenses.

Section 3. An Agency purchasing a software product governed by the Corrections User Group shall agree to purchase through the User Group the contracted support of that software product.

Section 4. Software License Fees. License fees for Member agencies will be based and allocated on the latest population figures for the geographic area such Member agency has jurisdiction over. Population figures will be updated every two years (in odd years) based on data published by the MN State Demographic Center. License fees will include a \$1000 base cost per Member county/agency with the exception of DOC counties, as DOC pays a single \$1000 base rate. The remaining license fee amount per Member agency/county is based on a share of the total amount of the Enhancement Fund (as set by the Executive Committee) as determined by its percentage of the total population. CPO counties share financial costs with the DOC based on the division of agents, and population as published by the MN State Demographic Center. A work order approved by the Executive Committee is required to initiate any and all vendor provided services including distribution of software.

Section 5. Unless otherwise specified herein, revenue from sales to new software product owners, or from licensing of Corrections User Group software products, will be deposited into the Corrections User Group Enhancement Fund.

Section 6. Any new Member purchasing software support not at the beginning of a support period shall pay a pro-rated support fee according to the support agreements for that software product in place at the time of notification.

Article V
Termination

Section 1. A Member or Licensed User proposing to terminate its participation in the User Group or support for one of the Corrections User Group software products, shall so inform the MnCCC Executive Director in writing by June 1st of the year prior to the calendar year in which termination is desired, in order to provide for adequate notification of vendors and proper

pre-termination billing and payment of support financial covenants and obligation fees.

Section 2. A Member which terminates its participation in the Corrections User Group shall have the right to a nonexclusive, unsupported, nontransferable internal use only licensed copy of the software such as the software exists at the time of notification of termination. The Member that leaves the User Group may not sell, give, or otherwise transfer in any manner any of the MnCCC software products, documentation, routines, or other intellectual property except as otherwise may be pre-authorized by the Corrections Executive Committee in its sole discretion. Any Member that chooses to leave the User Group shall hold MnCCC and its members harmless for any and all liability, damages, charges or other claims relating to the software products, their use, past services, past support, and for any claims arising out of future software use.

Licensed Users that discontinue their license must terminate use and return or destroy all copies of all software products provided through the User Group unless otherwise provided within their license agreements.

Section 3. The MnCCC Board shall have the right to terminate any Member or Licensed User for any breach or default of these User Group rules; the MnCCC Bylaws; or of any software license or other User Group agreement or obligation; and, in the event of any curable breach or default, following the failure to cure and expiration of any cure period required under the MnCCC Bylaws or authorized by the MnCCC Board.

Section 4. If, by a majority vote at a duly called meeting where there are at least two thirds of the User Group Members present, they determine, for whatever reason, that they want to terminate their participation in the MnCCC and form their own entity for the purpose of owning, supporting, modifying, and/or creating derivative of work of the software, then they shall have the right to do so.

Section 5. Any agency that leaves the User Group and/or terminates its participation in the support of a software product, and later wishes to resume participation and support, shall be considered for reinstatement by the Executive Committee on application, and determination of the minimum financial obligation that such would have otherwise have been obligated for, had such applicant not terminated, which may include simple interest at an interest rate as determined in good faith by the Executive Committee. Approval of reinstatement will be dependent and contingent on MnCCC's receipt of payment from such applicant of the lower of: a new financial ownership interest, full license fee, or the proportional fully reimbursed share of all software improvements, including enhancements and development projects that have occurred since such agency terminated its membership or participation in software support as calculated above.

Article VI
Amendment

Section 1. Proposed amendments to these rules may be approved by the affirmative majority vote of the Members of the User Group, and if approved, submitted for and subject to approval by majority vote of the MnCCC Board. All proposed amendments shall be subject to delivery of notice of proposed rules and regulations changes to all Corrections Executive Committee members and all User Group Members at least 30 days prior to any vote thereof.

Appendix A: Corrections User Group Membership List *(updated June 19, 2020)*

Department of Corrections – DOC Agencies

Becker & Mahnommen Counties
Beltrami County
Benton County
Clay County
Clearwater County
Cottonwood County
Douglas County
Faribault County
Houston County
Hubbard County
Kittson County
Lake of the Woods County
Le Sueur County
Lincoln County
Lyon County
Marshall County
Martin County
McLeod County
Meeker County
Murray County
Pennington County
Pipestone County
Redwood County
Renville County
Roseau County
Sibley County
Watonwan County
Winona County

CCA Agencies

Aitkin County
Anoka County
Arrowhead Regional Corrections - ARC (Carlton, Cook, Koochiching, Lake, St. Louis)
Blue Earth County
Crow Wing County
Dakota County
Dodge/Fillmore/Olmsted - DFO Counties
Hennepin County
Kandiyohi County
Morrison County
Nicollet County *(changing to CCA July 1, 2021)*
Ramsey County
Region 6W Community Corrections (Chippewa, Lac Qui Parle, Swift, Yellow Medicine)

Rice County
Rock/Nobles Counties
Scott County
Sherburne County
Stearns County
Steele County
Todd & Wadena Counties
Tri-County Corrections (Norman, Polk, Red Lake)
Washington County

CPO Agencies

Big Stone, Grant, Stevens, Traverse and Wilkin Counties
Brown County
Carver County
Cass County
Chisago County
Freeborn County
Goodhue County
Isanti County
Itasca County
Jackson County
Kanabec County
Mille Lacs County
Mower County
Nicollet County (*changing to CCA July 1, 2021*)
Otter Tail County
Pine County
Pope County
Wabasha County
Waseca County
Wright County

Facility Admissions User Group members: Anoka County, ARC/AJC, Dakota County, Hennepin County, NW MN JC, Prairie Lakes Youth Program, Ramsey County, Red River Valley, Scott County JAF, West Central