

TEXAS WORKFORCE COMMISSION

PERFORMING AGENCY CONTRACT


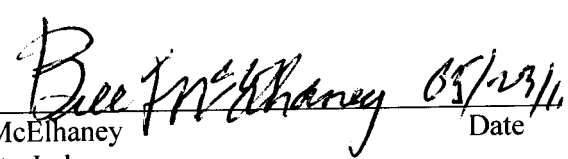
		TWC Contract Number	2911PEN074
TITLE	INFORMATION RELEASE CONTRACT		
Recipient			
Name	Wise County		
Mailing Address	207 N. Church		
City/State/Zip	Decatur, TX 76234		
Telephone Number	940-393-1507		
Contract Period			
Begin Date	May 1, 2011	End Date	September 30, 2012
Funding Information			
The total amount of this contract will not exceed the sum of			\$2,125.00
Remarks			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this contract and any referenced attachments.			
Data Sharing Agreement			
Online access only			
Number of online users and rate: 1-10 for \$1,500/year			
Signature Authority			
Each person signing this contract on behalf of Agency or Recipient hereby warrants that he or she has been fully authorized by the respective organization to:			
<ul style="list-style-type: none"> • Execute this contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this contract. 			
Agency Approval		Recipient Approval	
Agency: Texas Workforce Commission		Recipient: Wise County	
 Larry E. Temple Executive Director		 Bill McElhaney County Judge	
5/14/11 Date		05/23/11 Date	

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TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT
GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This contract sets forth the obligations of the Texas Workforce Commission (Agency) and the Recipient identified on the cover page, hereinafter collectively referred to as “the Parties,” pursuant to Texas Labor Code §§ 301.061 and 302.002(c) with respect to Agency's release of proprietary information to Recipient. The obligations of the Parties are set forth in detail in **Attachment A** which is made a part hereof.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Amendments, and Termination

- 2.1 This contract shall be effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either party may suspend or terminate this contract at any time, on written notice to the other party specifying a termination date at least thirty (30) calendar days after the date of the notice. Such termination shall not relieve Recipient of the obligation to pay for all services prior to such termination at the rates provided herein, nor shall it entitle Recipient to any refund of the yearly subscription fee for online access to Agency records.
- 2.3 In the event of an emergency, Agency may suspend Recipient's online access without advance notice, and will reinstate access at the earliest practical time.
- 2.4 Agency may suspend all services without notice if Agency suspects a violation of the security provisions in **Attachment A**, Section 3. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 2.5 Termination of this contract will not end Recipient's responsibility to protect the confidentiality of all Information obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

SECTION 3 – Consideration

- 3.1 Recipient agrees to pay Agency for services described in **Attachment A**.
- 3.2 Notwithstanding the rates set forth in **Attachment A**, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of Records

- 4.1 “Information” means any records obtained by Recipient from Agency, including records and data compilations provided orally, electronically, or on paper. Information shall also include records obtained by Recipient through online access to Agency electronic files. Recipient shall ensure that Information is used only for purposes authorized by law and consistent with this contract. Use of Information shall be subject to the provisions of this contract even if the Information is converted by Recipient into another format or medium or incorporated in any manner into Recipient’s records, files, or data compilations.
- 4.2 Recipient shall limit access to Information to its officers and employees who need access to the Information to achieve the purpose listed in **Attachment A**, Section 1. Recipient shall not transfer the authority or ability to access or maintain Information under this contract to any other person or entity
- 4.3 Recipient shall create and maintain a system to store and process Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain Information by any means. Recipient shall ensure that such system is sufficient to allow an audit of compliance with the requirements of this contract. Recipient shall store Information in a place physically secure from access by unauthorized persons.
- 4.4 Recipient shall comply with 20 Code of Federal Regulations (C.F.R.) § 603.9, incorporated herein by reference, regarding safeguarding Information and insuring its confidentiality. A copy of 20 C.F.R. § 603.9 is attached as **Attachment A1**.
- 4.5 Recipient shall instruct all personnel having access to Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this contract and under state and federal law for unauthorized disclosure of Information. Recipient acknowledges that all personnel who will have access to Agency Information have been instructed in accordance with the terms of this contract.
- 4.6 Recipient shall notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Information or any Agency data has been or may be compromised in any way.
- 4.7 Recipient shall dispose of Information and any copies thereof after the purpose set out in **Attachment A**, Section 1, is achieved, except for Information possessed by any court. Disposal means return of Information to Agency or destruction of Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all Information within thirty (30) calendar days after the termination or expiration of this contract.

- 4.8 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any Information in response to a request made under the Public Information Act or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to Information.
- 4.9 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning Information.

SECTION 5 – Inspection and Audit

- 5.1 Recipient shall fully cooperate with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this contract, Recipient shall permit Agency access to all sites containing Information, including Information maintained electronically, and to all workplaces used by personnel who have access to Information.
- 5.2 Recipient shall keep and maintain full, true, and complete and accurate records as necessary to fully disclose to Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives sufficient information to determine compliance with this contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any Information disclosure being processed) until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with contract requirements, this contract shall be cancelled and Recipient shall surrender to Agency all Information and copies thereof that have not previously been returned to Agency, and any other Information relevant to this contract, which was obtained under this contract. Cancellation of this contract shall not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of confidential Information. Agency shall undertake any other action under this contract, or under any law of the State or of the United States, to enforce this contract, secure satisfactory corrective action, and return of the Information. Agency shall take other remedial actions permitted under state or federal law to enforce this contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

- 7.1 This contract shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules. Venue of any suit brought under this contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

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PERFORMING AGENCY CONTRACT

- 7.2 Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 7.3 Agency's failure to enforce any provision of this contract does not constitute a waiver of that provision or any other provision.
- 7.4 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of Information by Recipient.
- 7.5 If any provision of this contract is held to be unenforceable by a court, this contract shall be construed as if such provision did not exist and the unenforceability of such provision will not render any other provision or provisions of this contract unenforceable.
- 7.6 This contract is the entire agreement between the Parties. Any changes, deletions, extensions, or amendments shall be in writing and signed by both parties, except for revisions to rates as described in Section 3.2 of these General Terms and Conditions.

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CONTRACT NUMBER 2911PEN074

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION
AND
WISE COUNTY**

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

The purpose of this contract is to provide Recipient with Agency's current unemployment compensation Information as follows:

- Direct online access to Agency computer files for the following:
 - Wage Records;
 - Unemployment Compensation Claim Benefit Information - limited access; and
 - Employer Master File Inquiry.

Subject to the security and confidentiality provisions of this contract, Recipient shall use Information obtained from Agency solely for the following specific purpose: **to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating absconders and persons with outstanding warrants.** Any other use of the Information by Recipient shall be a breach of this contract.

SECTION 2 – Obligations of Agency

- 2.1 Agency authorizes online "read-only" access to the following Agency mainframe computer screens:
 - Wage Records File (**BN75 screen**);
 - Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, and BPCS screens**); and
 - Employer Master File Inquiry (**IRS6 screen**).
- 2.2 Online access to Agency's data will routinely be available to Recipient Users on Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays. Access to Agency's data may not be available at other times due to Agency's computer maintenance needs.
- 2.3 Agency reserves the right to conduct monitoring, evaluation, and audit of Recipient's access to Agency's Information, as provided under this contract.
- 2.4 Agency records include Information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of Information provided under this contract.

SECTION 3 – Obligations of Recipient

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the Information obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any Information without the written consent of Agency. Recipient shall maintain sufficient safeguards over all Information obtained from Agency to prevent unauthorized access to or redisclosure of any Information provided hereunder.
- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential Information will conform, at a minimum, to the federal regulations contained in 20 C.F.R. Part 603 and to the Texas Workforce Commission Data Security Policy, **Attachment A2**.
- 3.3 All Recipient Users granted access under this contract to Agency data must execute Agency's User Information Security Agreement and complete **TWC Information Technology Security Awareness** training prior to being assigned a security password for online access to Agency data. A copy of the User Information Security Agreement is attached as **Attachment A4**. A copy of an executed User Information Security Agreement with certification of completion of **TWC Information Technology Security Awareness** training must be received by the Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Information Security Agreements must be submitted by Recipient contact person listed in this contract with a completed Cover Sheet for Transmitting User Information Security Agreement which is attached as **Attachment A5**.
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement and certification of completion of **TWC Information Technology Security Awareness** training for each Recipient User. The security password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's Information. Recipient shall notify Agency within three (3) calendar days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this contract and may result in immediate suspension of all access and termination of the contract as well as other penalties provided by law and this contract. All security codes, Recipient User names and passwords issued under this contract shall be cancelled upon the expiration of the contract. One (1) year after the Begin Date of this contract and each year on the anniversary date of the Begin Date of this contract for the term of this contract so long as the contract or any renewal thereof shall be operative, access by a Recipient User shall be cancelled unless within thirty (30) calendar days of the anniversary date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission. Agency will grant access to a **maximum of ten (10) Recipient Users**, all of whom shall be direct Recipient employees. Recipient shall screen potential Users and shall submit User Information Security Agreements for only those employees whom Recipient has determined shall pose no threat to the security of Agency Information.
- 3.5 Recipient Users shall not change or update any Information contained in Agency's computer stored files. Recipient Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

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- 3.6 Recipient shall not place Information obtained from Agency on mobile, remote, or portable storage devices; nor shall Recipient remove storage media from the facility used by Recipient without the prior written authorization of Agency.
- 3.7 Recipient Users are authorized to access Agency's Information for the official purposes listed in Section 1 of this **Attachment A** only and may not divulge information obtained under this contract to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1 of this **Attachment A**.
- 3.8 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential Information and that any screen dump or other extraction of Agency Information will be protected from unauthorized use or redisclosure.
- 3.9 Recipient will be solely responsible for disseminating any Information provided by Agency to the remainder of Recipient Users.
- 3.10 Recipient agrees to notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's Information has been or may be compromised in any way.
- 3.11 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of Texas Government Code, Chapter 552. Recipient shall not release any Information obtained from Agency under this contract in response to a request made under Texas Government Code, Chapter 552, or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency. Recipient shall send the payment to the address listed on the invoice along with a copy of the invoice.
- 3.13 Recipient will treat Wage Records, Unemployment Compensation Claim Benefit Information, and Employer Tax Records obtained from Agency as confidential as required under Texas Labor Code § 301.081 and the Social Security Act of 1934.
- 3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all Information obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 C.F.R. § 603.9, a copy of which is attached as **Attachment A1** and the requirements included in this contract.
- 3.15 Recipient's procedures to safeguard Information provided shall be subject to audit by Agency.
- 3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or Information when such damage is caused by the actions of employees or agents of Recipient, whether authorized or unauthorized Users pursuant to this contract.
- 3.18 Recipient shall pay a **fifteen hundred dollar (\$1,500.00)** annual subscription fee for the online access described in Section 2.1 of this **Attachment A**. Agency will prorate the annual subscription fee for the

first five (5) months of the contract so that the following twelve (12) calendar month period covered by the annual subscription fee will coincide with Recipient's fiscal year. Payment of the prorated subscription fee is due within thirty (30) calendar days from the Begin Date listed in this contract. The subscription fee is nonrefundable and shall not be prorated in the event of early termination of this contract or suspension of services. Recipient shall send the payment to the address listed on the invoice and shall include with the payment a copy of the invoice.

- 3.19 Recipient shall submit to Agency a fully-executed Quarterly Self-Assessment Report, a copy of which is attached as **Attachment A3**, on the next-occurring quarterly filing date after the Begin Date of this contract, and on each quarterly filing date for as long as this contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within the calendar month preceding the filing date.

SECTION 4 – Contact Persons

In all communications with Agency, Recipient shall include a reference to the TWC Contract Number. The Parties designate the following primary liaisons for implementation of this contract:

AGENCY CONTACT PERSON

External Data Sharing Contracts Manager
Office of General Counsel
Texas Workforce Commission
101 E. 15th St., Room 266
Austin, TX 78778-0001

Phone: 512-463-1607 or 512-936-2134
Fax: 512-463-2990
Email: ORContracts.Management@twc.state.tx.us

RECIPIENT CONTACT PERSON

Dayle Hardy
Investigator
Wise County
Wise County Courthouse, Suite 300
Decatur, TX 76234

Phone: 940-627-3321
Email: dayle.hardy@co.wise.tx.us

RECIPIENT BILLING INFORMATION

Ann McCuiston
County Auditor
Wise County
207 N. Church
Decatur, TX 76234

Phone: 940-627-5744
Email: auditor@co.wise.tx.us

Recipient may request a change in Recipient Contact Person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient Contact Person must be approved in writing by Agency. Agency shall provide Recipient with written notification of any change in Agency Contact Person.

PROTECTION OF CONFIDENTIALITY

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, U.S. DEPT. OF LABOR
PART 603--INCOME AND ELIGIBILITY VERIFICATION SYSTEM
SUBPART A--INCOME AND ELIGIBILITY VERIFICATION SYSTEM

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

- (i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;
- (ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;
- (iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;
- (iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;
- (v) Require each recipient agency or entity to:
 - (A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and
 - (B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.
- (vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

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- (vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.
- (2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –
- (i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;
 - (ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.
- (c) Redisclosure of confidential UC information.
- (1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:
- (i) To the individual or employer who is the subject of the information;
 - (ii) To an attorney or other duly authorized agent representing the individual or employer;
 - (iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
 - (iv) In response to a subpoena only as provided in § 603.7;
 - (v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
 - (vi) From one public official to another if the redisclosure is authorized by the State law;
 - (vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
 - (viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).
- (2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.
- (d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

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TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY

It is the policy of the Texas Workforce Commission (Agency) to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of Agency's resources and assets.

Employees, physical property, and information related to the conduct of Agency operations are assets, entrusted to the care of Agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of Agency.

The Agency relies heavily on its electronic data processing systems to meet its operational, financial, and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Agency's rules and regulations within their office.

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QUARTERLY SELF-ASSESSMENT REPORT

Recipient confirms that it is in compliance with the following requirements of 20 C.F.R. § 603.9:

1. Recipient uses the disclosed Information only for purposes authorized by law and consistent with the allowed use set forth in the contract between Recipient and the Texas Workforce Commission (Agency). **Yes: _____ No: _____**
2. Recipient stores the disclosed Information in a place physically secure from access by unauthorized persons.
Yes: _____ No: _____
3. Recipient stores and processes disclosed Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the Information by any means. **Yes: _____ No: _____**
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed Information stored in computer systems. **Yes: _____ No: _____**
5. Recipient has instructed all personnel having access to the disclosed Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure of information (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). **By your signature below you acknowledge that all personnel having access to the disclosed Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9.** **Yes: _____ No: _____**
6. Recipient adheres to the Agency confidentiality requirements and procedures which are consistent with 20 C.F.R. § 603.9 and the requirements of the contract between Recipient and Agency and shall report any infraction of these rules to Agency fully and promptly. **Yes: _____ No: _____**
7. Recipient disposes of Information disclosed or obtained, and any copies thereof made by Recipient, after the purpose for which the Information is disclosed is served or as required by court order. Disposal means return of the Information to Agency or destruction of the Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. **Yes: _____ No: _____**
8. Recipient ensures that the Information disclosed shall not be retained with personal identifiers for longer than such period of time as TWC deems appropriate. **Yes: _____ No: _____**
9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. Part 603 and the contract between Recipient and Agency.
Yes: _____ No: _____ [Describe, in an attachment, your system that allows audit of compliance.]

By signature hereon, the contract signatory or the entity's internal auditor certifies that:

All statements and information prepared and submitted in the response to this Quarterly Self-Assessment Report are current, complete, and accurate.

Signature

Date

Printed Name, Title

Contract Number 2911PEN074

Return this Report to: External Data Sharing Contracts Manager | Office of General Counsel
Texas Workforce Commission | 101 East 15th Street, Room 266 | Austin, Texas 78778-0001
Fax: 512-463-2990
Email: ORContracts.Management@twc.state.tx.us

TEXAS WORKFORCE COMMISSION
USER INFORMATION SECURITY AGREEMENT

I, _____ (Print Name) _____ (Social Security Number)

(User phone number) (User work street address) (User email)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password that I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password may be a violation of the Texas Penal Code and may result in the termination of the contract between Texas Workforce Commission and Wise County for online data access. The use of Information obtained from the Texas Workforce Commission's computer system is limited to the following purpose only: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating absconders and persons with outstanding warrants.

I understand that online access under the above-described contract is limited to: Wage Records File (BN75 screen); Unemployment Compensation Claim Benefit Information - limited access (CMES, CTCS, BPCS screens); and Employer Master File Inquiry (IRS6 screen).

I will not enter any unauthorized Information, or make any changes to Information. I will not disclose any Information without prior authorization from the Texas Workforce Commission. **I understand that under Texas Labor Code § 301.085 all information I obtain from the Texas Workforce Commission under this User Agreement is confidential and that a person commits an offense if the person solicits, discloses, receives, or uses, or authorizes, permits, participates in, or acquiesces in another person's use of, unemployment compensation information that reveals: (1) identifying information regarding any individual or past or present employer or employing unit; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer or employing unit. Such an offense is a Class A Misdemeanor.**

Violating a data security system or allowing unauthorized access by another party is a Class A Misdemeanor under Chapter 33 of the Texas Penal Code, which is punishable by a fine of \$4,000, a year in jail, or both. Intentionally causing a computer to malfunction or knowingly altering data without authorization that results in personal or property damage may constitute a felony of the second degree.

I have read and have had explained to me the security and confidentiality requirements of 20 C.F.R. Part 603 and the contract with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the contract with the Texas Workforce Commission.

Signature of User Date Printed Name

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the contract with the Texas Workforce Commission including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in the Information Release Contract and in state law for unauthorized disclosure of information.

Signature of Supervisor Date Printed Name

Contract Signatory or Recipient Contact Person Approval:

Signature of Contract Signatory or Recipient Contact Person Date Printed Name

Distribution Instructions for User Information Security Agreement: Entity employing the User must retain the original user agreement. The User must be provided a copy by their employer. The entity employing the User must transmit a copy to the Texas Workforce Commission and must attach the following cover sheet.

COVER SHEET FOR TRANSMITTING USER INFORMATION SECURITY AGREEMENT

To: RACF Administration

___ via email to: racf.administration@twc.state.tx.us
(Document must be scanned and **encrypted** before sending)

___ via fax to: 512-463-6394

___ via mail to: RACF Administration
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, Texas 78778-0001

From: **Wise County (Recipient)**

_____ (Recipient contact person name)

_____ (Recipient contact person email)

Re: **TWC Contract Number 2911PEN074**

Enclosed are the following documents:

1) Completed TWC User Information Security Agreement

AND

2) TWC Information Technology Security Awareness training certificate

Note: The TWC User Information Security Agreement must accompany the TWC Information Technology Security Awareness training certificate and include all signatures and the contract number. For questions on processing the TWC User Information Security Agreement, please email the RACF Administrator at racf.administration@twc.state.tx.us.

TWC Contract/Amendment Number: 2911PEN074

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

- No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Wise County

Bill McElhaney
County Judge

Bill McElhaney
Date 05/23/11