

Item 16



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001170, Texas Workforce Commission, for Information Release for Travis County Attorney's Office.

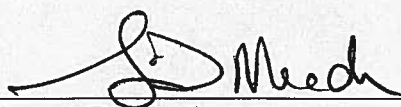

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This Agreement will provide on-line access to wage record files and unemployment compensation claim benefit data through specified TWC Agency mainframe computer screens.

- **Contract Expenditures:** Within the last 12 months \$1,500 has been spent against this requirement.

- **Contract-Related Information:**
 - Award Amount: \$4,500 (\$1,500 per fiscal year)
 - Contract Type: Interlocal
 - Contract Period: October 1, 2012 through September 30, 2015

- **Funding Information:**
 - SAP Shopping Cart #:
 - Funding Reservation Document(s):
 - Comments:

TEXAS WORKFORCE COMMISSION

		TWC Contract Number	2913PEN021
TITLE	INFORMATION RELEASE CONTRACT		
Recipient			
Name	Travis County for and on behalf of the Travis County Attorney's Office		
Street Address	314 W. 11th Street, #300		
City/State/Zip	Austin, TX 78701		
Telephone Number	512-854-9566		
Contract Period			
Begin Date	October 1, 2012	End Date	September 30, 2015
Funding Information			
The total amount of this Contract will not exceed the sum of			\$4,500.00
Remarks			
This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.			
Summary			
Online access only			
Number of online users and rate: 1-10 for \$1,500/year			
Signature Authority			
Each person signing this Contract 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: Travis County	
			
George D. Meador	Date	Samuel T. Biscoe	Date
Director of Information Technology		County Judge	

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

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TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

**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 (each a “Party” and together “the Parties”) with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A**.
- 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, Termination, and Amendment

- 2.1 This Contract is 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. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

- 4.1 “TWC Information” means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

**TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT**

another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient including any employee of any Recipient department, division or agency fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 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 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public

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PERFORMING AGENCY CONTRACT

- Information Act or any other law, regulation, or ordinance addressing public access to government records.
- 7.2 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 TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of 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 OR RECIPIENT.**
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 To the extent permitted by Texas law, Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting 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 TWC Information.
- 7.6 To the extent permitted by Texas law, Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. To the extent permitted by Texas law, Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 To the extent permitted by Texas law, Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

TWC CONTRACT NUMBER 2913PEN021

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

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Travis County Attorney's Office, ("Department"), a department of Travis County, with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Department is authorized to use TWC Information solely for the following purpose: **to assist the Department in criminal investigations; in locating defendants, witnesses and victims for criminal cases; and to assist in criminal investigations for Protective Orders and DWI cases** (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

- 2.1 Online Access.
 - 2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:
 - BN75: wage records file and
 - CMES, CTCS, and BPCS: unemployment compensation claim benefit data.
 - 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a **maximum of ten (10)** "Users," all of whom must be direct employees of the Department.
 - 2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

- 3.1 Online Access.

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INFORMATION RELEASE CONTRACT

- 3.1.1 Annual Fee and Payment. Recipient shall pay Agency a **one thousand five hundred dollar (\$1,500.00) annual subscription fee** for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
 - 3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").
 - 3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
 - 3.1.4 User Document Renewal. **On November 1, 2012**, the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
 - 3.1.5 Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
 - 3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
 - 3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
 - 3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.
- 3.2 Additional Requirements.

- 3.2.1 **Security Safeguards.** Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of Confidentiality - 20 C.F.R. § 603.9*, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.
- 3.2.2 **Suspension.** Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.2.3 **Enduring Obligation.** Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.2.4 **Audit.** Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.
- 3.2.5 **Inspections.** Recipient shall cooperate fully 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 TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.2.6 **Self-Assessment Report.** Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, 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 thirty (30) days preceding submission.
- 3.2.7 **Identity Theft Protection.** In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.2.8 **Significant Change.** 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.
- 3.2.9 **Computer Resources.** Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.2.10 **Data Source.** Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Beth Wiggins
Office of General Counsel
Texas Workforce Commission
101 E. 15th St., Room 266
Austin, TX 78778-0001

Phone: 512-463-1607

Fax: 512-463-2990

Email: ORContracts.Management@twc.state.tx.us

Recipient Contact Person

Xavier Montalvo
Chief Investigator
Travis County
314 W. 11th Street, #300
Austin, TX 78701

Phone: 512-854-9566

Email: xavier.montalvo@co.travis.tx.us

Send invoices to:

Amanda Valdes
Legal Services Program Manager
Travis County
314 W. 11th Street, #300
Austin, TX 78701

Phone: 512-854-4154

Email: Amanda.valdes@co.travis.tx.us

- 4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2910PER082.

SAFEGUARDS FOR TWC INFORMATION

1. **Travis County** ("Recipient" in this Contract) shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

"TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.
2. **Monitoring.** Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": **to assist the Department in criminal investigations; in locating defendants, witnesses and victims for criminal cases; and to assist in criminal investigations for Protective Orders and DWI cases.** Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. **Storage.** Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. **Protection.** Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. **Access.** Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. **Instruction.** Recipient shall instruct all personnel having access to TWC 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 TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. **Disposal.** Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.
8. **System.** Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. **No Disclosure or Release.** Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. **Unauthorized Disclosure.** It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed directly by Department;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Department employees who do not have a need to use TWC Information for the Limited Purpose.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

11. Authorized Disclosure. TWC Information may only be disclosed:
 - 11.1 to employees under the direct hiring-and-firing control of Department who have a need to use the TWC Information for the Limited Purpose; and
 - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to Department employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. 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 TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 128-bit encryption.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____
(User's Printed Name) (User's Social Security Number)

(User's work phone number) (Print User's work street address)

(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following Limited Purpose only: **to assist in Travis County District Attorney Office criminal investigations; in locating defendants, witnesses and victims for criminal cases; and to assist in criminal investigations for Protective Orders and DWI cases.** I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code § 301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; 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. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail up to 99 years or life in prison, a fine of \$2,000-\$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

Signature of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC RACF Administration as specified on the required Cover Sheet, Attachment D to this Contract.

COVER SHEET FOR TRANSMITTING USER AGREEMENT AND TRAINING CERTIFICATE

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**
Number of pages including cover sheet: _____

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

From: **Travis County (Recipient)**

_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email racf.administration@twc.state.tx.us**

PROTECTION OF CONFIDENTIALITY - 20 C.F.R. § 603.9

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION (UC) PROGRAM; CONFIDENTIALITY AND
DISCLOSURE OF STATE UC INFORMATION
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

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

(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.

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report when due may result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the following requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract):

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract. Yes: _____ No: _____
2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons. Yes: _____ No: _____
3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means. Yes: _____ No: _____
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems. Yes: _____ No: _____
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (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 TWC 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 confidentiality requirements and procedures that are consistent with 20 C.F.R. § 603.9 and the requirements of the TWC Contract, and reports any infraction of these requirements and procedures to TWC fully and promptly. Yes: _____ No: _____
7. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: _____ No: _____
8. Recipient ensures that the disclosed TWC Information is not 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. § 603.9 and the TWC Contract. Yes: _____ No: _____
10. Attach a description of the system referred to in item 9.

By signature hereon, the Contract signatory or the entity's internal auditor certifies that: All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

Signature

Date

Printed Name and Title

**TWC Contract Number 2913PEN021
Travis County**

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
Email: SelfAssessmentReports@twc.state.tx.us Fax: 512-463-2990

TWC Contract - Amendment Number: 2913PEN021

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.

Travis County

Samuel T. Biscoe
Travis County Judge

Date

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

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EXECUTIVE ASSISTANT

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of the State Bar of Texas

October 23, 2012

Honorable Samuel T. Biscoe, Travis County Judge
Honorable Ron Davis, Commissioner, Precinct One
Honorable Sarah Eckhardt, Commissioner, Precinct Two
Honorable Karen L. Huber, Commissioner, Precinct Three
Honorable Margaret J. Gomez, Commissioner, Precinct Four

Re: Texas Workforce Commission Open Records Contract

Dear Judge Biscoe and Commissioners:

The Travis County Attorney's Office requests approval of an interlocal agreement between Travis County and the Texas Workforce Commission. This agreement will give County Attorney Investigators access to Texas Workforce Commission records to assist in locating defendants, witnesses, and victims involved in criminal cases.

If you have any questions in this regard, please contact me.

Sincerely,

Barbara Wilson
Assistant County Attorney