



Travis County Commissioners Court Agenda Request

Meeting Date: June 24, 2014

Prepared By/Phone Number: Sylvia Mendoza 512-854-7008

Elected/Appointed Official/Dept. Head: Estela P. Medina 854-7069

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to approve the contract extension between the Office of Attorney General and the Travis County Domestic Relations Office for the Child Support Community Supervision services. The contract effective date March 1, 2014 to August 31st 2015 with an automatic renewal on September 1, 2015 for a period of one year.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Domestic Relations Office has entered into a contract with the Office of Attorney General (OAG) to provide the OAG with community supervision services on Title IV-D cases for the purpose of enforcement of child support and medical support orders, a Title IV-D function.

STAFF RECOMMENDATIONS:

The Travis County Juvenile Probation Department respectfully recommends approval of the contract.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to David Salazar at David.Salazar@co.travis.tx.us in the County Judge's office, by **Tuesdays at 5:00 p.m.** for the next week's meeting.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: The Honorable Samuel T. Biscoe, County Judge
The Honorable Ron Davis, Commissioner Precinct 1
The Honorable Bruce Todd, Commissioner Precinct 2
The Honorable Gerald Daugherty, Commissioner, Precinct 3
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

RE: Approval of a contract between the Office of the Attorney General (OAG) and Travis County for Community Supervision Services through the Domestic Relations Office

DATE: June 16, 2014

Travis County Juvenile Probation Department respectfully requests that the attached contract for the existing Community Supervision Contract be placed before Commissioners Court for review and approval. Through this contract, the Domestic Relations Office supervises all OAG child support probationers in Travis County and is partially reimbursed for the costs of providing these services. The department is interested in continuing our partnership with the Office of the Attorney General. This contract would renew the services with the Office of the Attorney General from March 1, 2014 through August 31, 2015 with an automatic one year renewal period beginning September 1, 2015.

The Domestic Relations Office has been supervising OAG child support probationers since 2005.

cc: Sylvia Mendoza
Scot Doyal
Chris Hubner



**State of Texas
CONTRACT FOR SERVICES**

Contract Number: 14-C0046

1. INTRODUCTION

1.1. This Contract is entered into, by and between the Office of the Attorney General (“OAG”) and Travis County (“County”).

1.2. This Contract is authorized by Section 231.002 of the Texas Family Code.

1.3. The OAG and the County have entered into this Contract to provide the OAG with Community Supervision services on Title IV-D cases for the purpose of enforcement of child support and medical support orders, a Title IV-D function.

1.4. Definitions. Terms in all capital letters in the Contract have the meaning as set forth in the Definitions section of this document.

Term	Definition
RESPONDENT	Non-custodial persons in active IV-D full service cases who have been ordered by the Court to participate in the County Community Supervision program
OAG COMPUTER SYSTEM	The Texas Child Support Enforcement System (TXCSES), a federally certified case management system for the IV-D program
ALLOWABLE COST	The actual amount of costs incurred that qualify for reimbursement under the federal financial participation provisions of Part D, Title IV of the federal Social Security Act (45 U.S.C. §§ 651 <i>et seq.</i>) and the Office of Management and Budget Circular A-87, “Cost Principles for State and Local Governments,” published by the Executive Office of the President of the United States of America
ACTIVE CASE	Any case that has not been classified by the OAG as an INACTIVE CASE
ACTIVE CASELOAD	Consists of all cases that have been classified by the OAG as ACTIVE CASES
INACTIVE CASE	Any case classified as “inactive” by the OAG according to any criterion in the INACTIVE CASES section below and for which County shall not be reimbursed
ACCEPTABLE ACTIVITY	Depending upon the circumstances of the case, an OAG approved activity County performs in order to collect child support and/or medical support
OAG FIELD OFFICE	An OAG child support monitoring and enforcement office

1.5. Contract Provision Construction. This contract is the joint work product of the parties and in the event of any ambiguities no inferences shall be drawn for or against either party. The language used in this contract is deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party, regardless of the actual author of the contract.

2. CONTRACT TERM

2.1. The Contract becomes effective on March 1, 2014 and ends on August 31, 2015 (the “initial term”). The contract shall be automatically renewed for one year beginning on September 1, 2015, unless one party notifies the other in writing of its intention to not renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The parties agree to be bound, for the initial term of the Contract and for any and all renewal terms which the OAG may elect to exercise, by the terms of this Agreement, including the County performance of the within described services at the rates specified herein.

2.2. In the event a party determines not to renew this Contract, said party shall notify the other party not later than June 1 concerning its intention to not renew the contract for the following year. No later than June 1, 2016, each party shall serve written notice to the other party concerning its intention to enter into or not enter into negotiations for a new Contract to take effect upon the expiration of this Contract.

3. REQUIREMENTS

3.1. County Obligations. The County shall provide monitoring and collection services on all ACTIVE CASES to maximize collection of child support and/or medical support obligations of RESPONDENTS.

3.1.1. ACCEPTABLE ACTIVITIES.

ACCEPTABLE ACTIVITY	DEFINITION
Intake Activities	The initial meeting with the RESPONDENT following the rendition of the order requiring Community Supervision, including assisting the RESPONDENT in completing a Data Gathering form, assessing RESPONDENT’S needs and establishing reporting duties and expectations for the RESPONDENT.
RESPONDENT Report	Regularly scheduled and required reports from the RESPONDENT according to the terms set forth in the order requiring Community Supervision, or in a manner deemed appropriate by the County Community Supervision Office.
Non-Compliant RESPONDENT Report	If RESPONDENT has paid less than seventy-five percent (75%) of the total monthly obligation for two consecutive months, County shall require that RESPONDENT’S regularly scheduled reports be in-person only.
Phone Calls	Phone calls to or from the RESPONDENT, and/or other individuals as appropriate, in an effort to collect court-ordered child support and/or medical support.
Correspondence	Correspondence sent to the RESPONDENT, and/or other

	individuals as appropriate, in an effort to collect court-ordered child support and/or medical support.
Field Visits	Visits to the RESPONDENT'S home, place of business, or other location as deemed appropriate by the County Community Supervision Office, in an effort to collect court-ordered child support and/or medical support.
Referral to Other Programs	Referral to other programs as deemed appropriate by the County Community Supervision Office designed to ensure the RESPONDENT achieves and maintains compliance with the court order.
Violation Report	Notification from the County Community Supervision Office to the appropriate OAG FIELD OFFICE that the RESPONDENT has not complied with the terms and conditions of the court-ordered Community Supervision. The notification shall: <ol style="list-style-type: none"> 1. be in written form; 2. contain only one RESPONDENT per Violation Report; and, 3. include a current photograph of RESPONDENT, if available. County shall document the Violation Report on the OAG COMPUTER SYSTEM Case Diary screen.
First Violation Report	If RESPONDENT has not paid at least fifty percent (50%) of the total obligation accrued for four consecutive months, County shall submit a First Violation Report. The First Violation Report shall be updated with all relevant information, shall be clearly identified as a First Violation Report, and shall be forwarded to the appropriate OAG FIELD OFFICE via email, facsimile or other method as mutually agreed upon by County and the local OAG administration office.
Second Violation Report	If RESPONDENT has not paid at least fifty percent (50%) of the total obligation accrued during the sixty (60) days following submittal of the First Violation Report and OAG has not responded to County during the same sixty (60) days, County shall submit a Second Violation Report. The Second Violation Report shall be updated with all relevant information, shall be clearly identified as a Second Violation Report, and shall be forwarded to the appropriate OAG FIELD OFFICE and the OAG Senior Regional Attorney.
Third Violation Report	If RESPONDENT has not paid at least fifty percent (50%) of the total obligation accrued during the thirty (30) days following County's submittal of the Second Violation Report, and OAG has not responded to County during the same thirty (30) days, County shall submit a Third Violation Report. The Third Violation Report shall be updated with all relevant information, shall be clearly identified as a Third Violation Report, and shall be forwarded via email or facsimile to the appropriate OAG FIELD OFFICE, the OAG Senior Regional Attorney and the Assistant Deputy Director for Field Legal Practices:

	<p>Joel Rogers (or successor in office) Assistant Deputy Director for Field Legal Practice Facsimile #: (512) 460-6029 Email Address: Joel.Rogers@texasattorneygeneral.gov.</p>
Affidavit Preparation	The preparation of or review and signing of an OAG requested affidavit.
Court Activities	OAG requested court appearance for the purpose of testifying, providing a case briefing, conferring with the OAG or meeting with a RESPONDENT.
Locate Activities	Other than research conducted using only the OAG COMPUTER SYSTEM, efforts by the County Community Supervision Office to locate a RESPONDENT.
Classes	Any County required class or orientation meeting designed to enhance the RESPONDENT'S compliance with the court order.
Jail Review	A review to determine a RESPONDENT'S incarceration status that occurs no earlier than three months prior to the RESPONDENT'S projected release date.
Court Report	A written report filed with the court which advises the court that community supervision has been: (1) discharged because child support arrears have been paid in full, (2) terminated because the probationer is deceased, (3) terminated pursuant to the court's order, or (4) closed at the OAG'S request.
Warrant/Capias Assistance	An affirmative act by County which assists in the arrest of a RESPONDENT in the County community supervision office who has an OAG requested warrant or capias pending.
Recommendation to Remove RESPONDENT from Community Supervision	Notification from the County Community Supervision Office to the appropriate OAG FIELD OFFICE that the RESPONDENT or the RESPONDENT'S current situation may not be appropriate for supervised Community Supervision. Said notification may be in the form of an Affidavit or email, and may be forwarded to the appropriate OAG FIELD OFFICE via email, facsimile, or other method as mutually agreed upon by the County and the OAG Regional Administrator and/or the OAG Senior Regional Attorney.

3.1.2. RESPONDENT Monitoring. At the OAG's discretion and approval, County may alter the monitoring schedule for a specific RESPONDENT based on the individual circumstances of the RESPONDENT. The County shall monitor each RESPONDENT in the ACTIVE CASELOAD as set forth in the table below:

If during the Month Reviewed...	Then ACCEPTABLE ACTIVITIES Required for Reimbursement...
RESPONDENT paid at least seventy-five (75%) of the total monthly obligation	<ul style="list-style-type: none"> Any ACCEPTABLE ACTIVITY (for reimbursement purposes, an ACCEPTABLE ACTIVITY is not required for a case paying at least seventy-five (75%) of the total monthly

If during the Month Reviewed...	Then ACCEPTABLE ACTIVITIES Required for Reimbursement...
RESPONDENT paid less than seventy-five (75%) of the total monthly obligation	obligation) <ul style="list-style-type: none"> • Intake Activities • RESPONDENT Report • Phone Call • Correspondence • Field Visit • Referral to Other Programs • First, Second or Third Violation Report • Affidavit Preparation • Court Activities • Locate Activities • Classes • Jail Review • Court Report • Recommendation to Remove RESPONDENT from Community Supervision • Warrant/Capias Assistance
RESPONDENT paid less than seventy-five (75%) of the total obligation accrued for two consecutive months	<ul style="list-style-type: none"> • Intake Activities • Non-Compliant RESPONDENT Report • Phone Call • Correspondence • Field Visit • Referral to Other Programs • First, Second or Third Violation Report • Affidavit Preparation • Court Activities • Locate Activities • Classes • Jail Review • Court Report • Recommendation to Remove RESPONDENT from Community Supervision • Warrant/Capias Assistance
The OAG filed a motion to revoke Community Supervision	<ul style="list-style-type: none"> • Intake Activities • Non-Compliant RESPONDENT Report • Phone Call • Correspondence • Field Visit • Referral to Other Programs • First, Second or Third Violation Report • Affidavit Preparation • Court Activities • Locate Activities • Classes • Court Report

If during the Month Reviewed...	Then ACCEPTABLE ACTIVITIES Required for Reimbursement...
An OAG filed motion to revoke Community Supervision was pending	<ul style="list-style-type: none"> • Warrant/Capias Assistance • Affidavit Preparation • Court Activities • Court Report • Warrant/Capias Assistance
The case classification changed from IV-D Full Service to Closed IV-D Full Service or Registry Only during the previous month or earlier	<ul style="list-style-type: none"> • Court Report
RESPONDENT was incarcerated, and the projected release date is within three months of the review month.	<ul style="list-style-type: none"> • Jail Review • Recommendation to Remove RESPONDENT from Community Supervision
RESPONDENT paid less than fifty percent (50%) of the total obligation for 4 consecutive months (including the month reviewed) from the initial intake date, the date of last payment or the disposition date of the most recent court activity, whichever occurs later	<ul style="list-style-type: none"> • First Violation Report • Recommendation to Remove RESPONDENT from Community Supervision
<ul style="list-style-type: none"> • Sixty (60) days have not elapsed since County submitted the First Violation Report, AND • RESPONDENT paid less than fifty percent (50%) of the total obligation during the month reviewed 	<ul style="list-style-type: none"> • Intake Activities • Non-Compliant RESPONDENT Report • Phone Call • Correspondence • Field Visit • Referral to Other Programs • Affidavit Preparation • Court Activities • Locate Activities • Classes • Court Report • Warrant/Capias Assistance • Recommendation to Remove RESPONDENT from Community Supervision
<ul style="list-style-type: none"> • More than sixty (60) days but less than one hundred twenty (120) days have elapsed since County submitted the First Violation Report, AND • RESPONDENT paid less than fifty percent (50%) of the total obligation due since the First Violation Report was submitted, AND • The OAG has not responded to the First Violation Report 	<ul style="list-style-type: none"> • Second Violation Report • Recommendation to Remove RESPONDENT from Community Supervision
<ul style="list-style-type: none"> • More than one hundred twenty (120) days have elapsed since County submitted the First Violation Report, 	<ul style="list-style-type: none"> • First Violation Report • Recommendation to Remove RESPONDENT from Community Supervision

If during the Month Reviewed...	Then ACCEPTABLE ACTIVITIES Required for Reimbursement...
<p>AND</p> <ul style="list-style-type: none"> • RESPONDENT paid less than fifty percent (50%) of the total obligation due since the First Violation Report was submitted, AND • The OAG has not responded to the First Violation Report 	
<ul style="list-style-type: none"> • Thirty (30) days have not elapsed since County submitted the Second Violation Report, AND • RESPONDENT failed to pay at least fifty percent (50%) of the total obligation during the thirty (30) day period 	<ul style="list-style-type: none"> • Intake Activities • Non-Compliant RESPONDENT Report • Phone Call • Correspondence • Field Visit • Referral to Other Programs • Affidavit Preparation • Court Activities • Locate Activities • Classes • Court Report • Warrant/Capias Assistance • Recommendation to Remove RESPONDENT from Community Supervision
<ul style="list-style-type: none"> • More than thirty (30) days, but less than sixty (60) days, have elapsed since County submitted the Second Violation Report, AND • RESPONDENT has failed to pay at least fifty percent (50%) of the total obligation due since the Second Violation Report was submitted, AND • The OAG has not responded to the Second Violation Report. 	<ul style="list-style-type: none"> • Third Violation Report • Recommendation to Remove RESPONDENT from Community Supervision
<ul style="list-style-type: none"> • More than sixty (60) days have elapsed since County submitted the Second Violation Report, AND • RESPONDENT has failed to pay at least fifty percent (50%) of the total obligation due since the Second Violation Report was submitted, AND • The OAG has not responded to the Second Violation Report. 	<ul style="list-style-type: none"> • First Violation Report • Recommendation to Remove RESPONDENT from Community Supervision
<ul style="list-style-type: none"> • County has submitted a Third Violation Report, AND • RESPONDENT failed to pay at least fifty percent (50%) of the total obligation during the month reviewed, AND, 	<ul style="list-style-type: none"> • Intake Activities • Non-Compliant RESPONDENT Report • Phone Call • Correspondence • Field Visit • Referral to Other Programs

If during the Month Reviewed...	Then ACCEPTABLE ACTIVITIES Required for Reimbursement...
<ul style="list-style-type: none"> The OAG has not responded to the Third Violation Report 	<ul style="list-style-type: none"> Affidavit Preparation Court Activities Locate Activities Classes Court Report Warrant/Capias Assistance Recommendation to Remove RESPONDENT from Community Supervision

3.1.3. INACTIVE CASE Definitions. County no longer has an obligation to provide monitoring and collection services for cases classified as “inactive.” The OAG will classify a case as inactive if it meets any of the following criteria:

INACTIVE CASE Reason	INACTIVE CASE DEFINITION
Closed IV-D Case	Any case that is classified as a “closed full service” case or “registry only” case in the OAG COMPUTER SYSTEM
RESPONDENT is incarcerated	The RESPONDENT is incarcerated. The case shall be included in the ACTIVE CASELOAD in the month following the month the RESPONDENT is released from incarceration
RESPONDENT’S Community Supervision Term has expired	The terms and conditions of Community Supervision, as set forth in the court order requiring Community Supervision, have been satisfied and supervision is no longer required by court order
RESPONDENT’S Community Supervision has been revoked	The RESPONDENT’S Community Supervision has been revoked
RESPONDENT is deceased	The RESPONDENT is deceased
RESPONDENT resides outside of State	The RESPONDENT no longer resides in the State of Texas and has failed to pay at least 75% of the total obligation for three consecutive months
Court of Continuing Exclusive Jurisdiction not in County	The Court of Continuing Exclusive Jurisdiction has been transferred out of the County and the RESPONDENT has paid less than seventy-five percent (75%) of the total obligation for three consecutive months or a new order has been rendered by the new Court of Continuing Exclusive Jurisdiction

3.1.4. If County determines that a First, Second or Third Violation Report is not appropriate for a specific case, County may submit the case for reimbursement provided that County performs an ACCEPTABLE ACTIVITY as defined in the contract and provides the OAG with sufficient documentation to justify withholding the Violation Report.

3.1.5. If requested by the OAG, County shall ensure that appropriate county personnel are available to perform Court Activities as defined in the ACCEPTABLE ACTIVITIES section above.

3.1.6. Intake Processes.

3.1.6.1. County shall take a photograph of the RESPONDENT during the initial Intake Process. County shall re-take RESPONDENT'S photograph if RESPONDENT'S appearance changes significantly or at the request of the OAG. A photocopy of an identification card does not meet this requirement. County may request reimbursement for any equipment, hardware and/or software purchased to facilitate this requirement, in accordance with the Reimbursement Section below.

3.1.6.2. County shall require that all RESPONDENTS complete a county-facilitated orientation session, a budget management class and, when appropriate, a cooperative parenting class.

3.1.7. RESPONDENT Reporting Schedule.

3.1.7.1. County shall develop and implement a reporting schedule that motivates RESPONDENT to establish and maintain compliance with the court order.

3.1.7.2. In-person reporting is required for any RESPONDENT that:

3.1.7.2.1. Has paid less than seventy-five percent (75%) of the total obligation for two consecutive months to report in-person;

3.1.7.2.2. A contempt proceeding is pending, including revocation and enforcement.

3.1.8. County shall:

3.1.8.1. Develop and maintain relationships with local programs that provide lifeskill training including but not limited to employment assistance, substance abuse issues, mental and physical wellness, family relationships, communication, adult education; and,

3.1.8.2. Assess RESPONDENT'S situation and make referrals to appropriate programs in an effort to remove barriers to compliance.

3.1.9. County shall ensure that, when requested by the OAG Regional Administrator or the OAG Senior Regional Attorney, appropriate County staff members participate in quarterly meetings with the OAG to discuss program improvement, outstanding issues and any case specific details as needed.

3.1.10. Reporting Requirements.

3.1.10.1. Monthly Activity Report. The County shall submit a monthly report to the OAG Contract Manager which shall include, for each ACTIVE CASE:

- OAG Case Number
- RESPONDENT Name
- Community Supervision Intake Date
- Community Supervision Expiration Date
- RESPONDENT Report Type

- RESPONDENT Report Status
- All ACCEPTABLE ACTIVITIES performed in the preceding calendar month
- Violation Reports submitted during the preceding calendar month

3.1.10.1.1. The report shall be submitted during the first fifteen (15) calendar days of each month. The report format and its implementation shall be as agreed upon by the County and the OAG. The County shall electronically transmit the required report.

3.1.10.2. Monthly Violation Report Summary. County shall submit a report containing all Violation Reports prepared the previous month to the OAG Regional Administrator and the OAG Senior Regional Attorney on or before the 20th day of the month. Said report may be in a mutually agreed format as determined by County and the OAG.

3.2. Performance Measures.

3.2.1. Minimum Performance Standards.

3.2.1.1. Monthly Collection Ratio. The County agrees that it shall achieve a “collection-to-obligation” ratio of at least fifty-five percent (55%) for the ACTIVE CASELOAD. The OAG will calculate the “collection-to-obligation” ratio monthly by dividing the sum total of the monthly court-ordered child support and medical support collections for the ACTIVE CASELOAD by the sum total of the monthly child support and medical support obligations for the ACTIVE CASELOAD.

3.2.1.2. Annual Collection Ratio. The County agrees that it shall achieve an annual “collection-to-obligation” ratio of at least sixty-five percent (65%) for the ACTIVE CASELOAD. The collection-to-obligation ratio shall be calculated at the end of each state fiscal year by dividing the sum total of the state fiscal year (September through August) court-ordered child support and medical support collections for the ACTIVE CASELOAD by the sum total of the state fiscal year child support and medical support obligations for the ACTIVE CASELOAD.

3.2.2. Exceptional Performance Standards. The County may qualify to receive an additional monthly payment of up to six dollars (\$6.00) per each ACTIVE CASE which meets the Exceptional Performance Standards set forth in the table below. In order to qualify for an Exceptional Performance additional payment, the County must not be in an unsatisfactory performance status during the month reviewed (see Remedies for Non-Performance section below). In addition, County must meet or exceed the Collection Standards and Exceptional Payment Consistency Standards, as set forth in the table below.

ADDITIONAL PAYMENT	COLLECTIONS STANDARD	EXCEPTIONAL PAYMENT CONSISTENCY STANDARD
First Increment: One Dollar (\$1.00) per each ACTIVE CASE which meets the Exceptional Payment Consistency Standard in the month reviewed	Achieve a Monthly Collection Ratio of at least sixty-five percent (65%) in the month reviewed	A case in the ACTIVE CASELOAD paid 75% or more of the total monthly obligation for three or more consecutive months, ending with the month reviewed
Increment Two: Two Dollars (\$2.00) per each ACTIVE CASE which meets the Exceptional	Achieve a Monthly Collection Ratio of at least sixty-five percent (65%) in the month reviewed	A case in the ACTIVE CASELOAD paid 75% or more of the total monthly obligation for six or more consecutive months, ending with the

Payment Consistency Standard in the month reviewed		month reviewed
Increment Three: Three Dollars (\$3.00) per each ACTIVE CASE which meets the Exceptional Payment Consistency Standard in the month reviewed.	Achieve a Monthly Collection Ratio of at least sixty-five percent (65%) in the month reviewed	A case in the ACTIVE CASELOAD paid 75% or more of the total monthly obligation for nine or more consecutive months, ending with the month reviewed

3.2.3. The OAG, at its discretion, may reduce or waive any performance standards and measurements.

3.2.4. Remedies for Non-Performance.

3.2.4.1. The OAG shall evaluate the County’s performance against the performance measure outlined in the Performance Measure Section and other requirements of this Contract.

3.2.4.2. Failure by the County to meet the minimum performance standards in this contract for three consecutive months, or to meet any of the requirements of this Contract, may result in a finding of unsatisfactory performance. The OAG Contract Manager will communicate to the County in writing any finding of unsatisfactory performance.

3.2.4.3. If the OAG validates the finding of unsatisfactory performance, the County shall provide the OAG Contract Manager with a Corrective Action Plan. A Corrective Action Plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Once the Corrective Action Plan is accepted by the OAG Contract Manager, the County shall implement the Plan.

3.2.4.4. If the County does not return to satisfactory status within forty-five (45) calendar days after approval of the corrective action plan, then the OAG may withhold payments due to the County under this Contract until the County is once again performing satisfactorily. If the County has not either returned to satisfactory status within sixty (60) calendar days after receiving notice that an unsatisfactory performance finding has been validated, or commenced corrective action and thereafter proceeded diligently to complete such correction, then the OAG may terminate this Contract (in accordance with the Termination of the Contract Section below) without payment to the County for any costs incurred by the County from the time that the OAG may have commenced withholding payments due to the County being in an unsatisfactory performance status. Where payments have been withheld and are to resume, due to the County having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

3.3. OAG Responsibilities.

3.3.1. The OAG is solely responsible for obtaining the requisite court order that requires the RESPONDENT to participate in the County Community Supervision program and for filing any subsequent motions to revoke or modify the RESPONDENT’S Community Supervision status.

3.3.2. For each case in the ACTIVE CASELOAD, the OAG will:

3.3.2.1. Direct the RESPONDENT to meet with County upon conclusion of the court proceeding that requires the RESPONDENT to participate in the County Community Supervision program;

3.3.2.2. Provide County with a copy of the court order requiring the RESPONDENT to participate in the County Community Supervision program;

3.3.2.3. Provide County with a copy of any court orders which modify or terminate the terms and conditions of the RESPONDENT'S Community Supervision obligations;

3.3.2.4. Notify County whenever the OAG has filed a motion to revoke, modify or terminate the terms and conditions of the RESPONDENT'S Community Supervision;

3.3.2.5. Notify the County of scheduled dates and times of all hearings to revoke, modify or terminate the terms and conditions of the RESPONDENTS Community Supervision; and,

3.3.2.6. Notify the County of the results of all hearings to revoke, modify or terminate the terms and conditions of the RESPONDENT'S Community Supervision.

3.3.3. The OAG will respond to all County recommendations for revocation of a RESPONDENT's Community Supervision as set forth in the RESPONDENT Monitoring section above. OAG will document responses to County-submitted Violation Reports on the OAG COMPUTER SYSTEM Case Diary entry initially created by County.

3.3.4. The OAG will respond to all County recommendations to remove RESPONDENTS from Community Supervision within sixty days of receipt by the OAG.

3.3.5. The OAG will file requisite motions to modify or terminate the terms and conditions of Community Supervision for a RESPONDENT if OAG case closure is warranted for any reason. Motions will be filed prior to case closure on the OAG COMPUTER SYSTEM.

3.3.6. The OAG will provide to designated County employees access to appropriate case and payment information residing on the OAG COMPUTER SYSTEM. The OAG will work with the County to maintain any existing County access to the OAG COMPUTER SYSTEM and will provide appropriate training to the designated County employees on its use. The County is responsible for obtaining the necessary hardware, software, internet service provider and phone lines for the connection to the OAG COMPUTER SYSTEM and for all costs associated with obtaining and maintaining said connection.

3.3.7. The OAG Regional Administrator and OAG Senior Regional Attorney will schedule and attend quarterly meetings with County personnel to discuss program improvement, outstanding issues and any case specific details as needed.

4. FINANCIAL MATTERS

4.1. Maximum Liability of the OAG. Notwithstanding any other provision of this Agreement, the maximum liability of the OAG for reimbursable expenses under the terms of this Agreement is one million three hundred twenty-two thousand two hundred thirty dollars (\$1,322,230).

4.2. Reimbursement.

4.2.1. The OAG will reimburse the County for the federal share of the County's Contract associated ALLOWABLE COSTS subject to the limitations set forth in this Contract. Federal share means the portion of the County's Contract associated ALLOWABLE COSTS that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purposes of reference only the federal share on the effective date of this Contract is sixty-six percent (66%). The Cost Principles for "State and Local Governments" as defined in OMB Circular A-87 shall apply to costs reimbursed under this Contract. The County and OAG agree that, for the purposes of this Contract, all of the County's Contract associated ALLOWABLE COSTS for any given calendar month is equal to the ACTIVE CASELOAD that was in existence on the last day of that month multiplied by a per case fee of forty-five dollars (\$45.00), provided that, for each case, an ACCEPTABLE ACTIVITY, as described in the County Obligations Section, was performed by County during the calendar month.

4.2.2. Except as described in the County Obligations Section above, the OAG is not financially liable to the County for any work associated with INACTIVE CASES.

4.2.3. The OAG shall be liable only for Contract associated costs incurred after the effective date of this Contract and before termination of this Contract.

4.2.4. The OAG may decline to reimburse Contract associated costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

4.2.5. The County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and the County agree has resulted in an overpayment to the County, provided that such sums cannot be offset and deducted from any amount owing but unpaid to the County.

4.2.6. The County agrees that:

4.2.6.1. The reimbursement for the County's performance of its responsibilities under this Contract represents the only reimbursement that can be charged to the OAG;

4.2.6.2. No other reimbursement for tasks, functions or activities that are incidental or ancillary to the performance of the County's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the County to cease performing its responsibilities due under this Contract; and,

4.2.6.3. The County shall not be entitled to payment for any task required by this Contract unless and until it has been performed and/or delivered to the OAG in accordance with the terms of this Contract and no partial or progress payments shall be made except as mutually agreed upon by the County and the OAG.

4.2.7. Implementation Cost Reimbursement. The OAG will reimburse the County for the federal share of OAG pre-approved costs incurred, up to five thousand dollars (\$5,000), for equipment and/or software purchases OAG and County deem necessary to take photographs of RESPONDENTS in order to comply with the Intake Processes section of this contract and for programming changes necessary to comply with the reporting requirements imposed by this contract. Prior to incurring any cost under this Subsection, County must have obtained OAG'S written approval to incur the expense.. County shall invoice the OAG for costs actually paid in the preceding month. The invoice must be submitted no later than two months after the month in which the County paid for the programming

costs. The invoice must detail the programming time spent on the reporting requirement and the actual cost of same. The invoice shall have attached to it copies of bills paid by the County for the allowable programming. The invoice shall contain such additional information and documentation as the OAG may require and shall be submitted in the manner and/ or on the forms reasonably specified by the OAG. The invoice shall be submitted to the address set forth in the Reimbursement Process Section below. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing state payments and the Texas Prompt Payment Act.

4.3. Reimbursement Process.

4.3.1. The OAG will determine the monthly fee based on the number of ACTIVE CASES as of the last day of the calendar month for which the County has performed an ACCEPTABLE ACTIVITY during the calendar month and the results of the Exceptional Performance Review.

4.3.1.1. The OAG will forward a Caseload Adjustment Summary and Collections Report to the County for review and approval within ten business days from the day County submitted the report.. County may either accept the Caseload Adjustment Summary and Collections Report or appeal the findings within ten (10) business days of receipt. If the County appeals the findings in the Caseload Adjustment Summary and Collections Report, OAG will review and respond with an adjusted Caseload Adjustment Summary and Collections Report. If County accepts the Caseload Adjustment Summary and Collections Report, OAG will provide a final Caseload Adjustment Summary Report and Collections Report, an Exceptional Performance Report, and a reimbursement invoice within 5 business days.

4.3.2. If the County approves the Exceptional Performance Report and reimbursement invoice, the County shall sign the invoice and return it to the OAG within ten (10) business days. The County's signature constitutes approval of the invoice and certification that all services provided during the period covered by the invoice are included on the invoice. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act. The County shall submit the signed invoice to: Karla McDougal, OAG Contract Manager, or her successor in office

via USPS 1st class mail to:
Karla McDougal, Contract Manager, or her successor in office
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, Texas 78711-2017

Or via facsimile to: (512) 460-6988

Or via email to: karla.mcdougal@texasattorneygeneral.gov.

4.3.3. If the County does not approve the Exceptional Performance Report and reimbursement invoice, it shall notify the OAG within ten business days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG will review the dispute item and documentation. If the dispute is resolved in the County's favor, the OAG will make payment in the amount requested by the County. If the dispute is not resolved in the County's favor, the OAG will make payment in accordance with the reimbursement invoice originally sent to the County and forward a letter of explanation via controlled correspondence to the County.

4.4. Audit and Investigation.

4.4.1. The County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. The County agrees to cooperate fully in the conduct of the audit or investigation. The County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. The County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through the County and the requirement to cooperate in the conduct of such audit or investigation shall be included in all subcontracts.

4.4.2. In order to comply with the monitoring and auditing requirements governing this Contract, the fiscal duty officer duly appointed by the County shall submit a Certification of Local Expenditures Report that certifies local expenditures made by the County for contract services for the period (October through September) of the fiscal year. This figure includes direct services in support of the program, allocated costs, and the costs of indirect services provided by the County in support of the contracted program. This Certification is due no later than six months following the fiscal year end of the County for which the expenditures are certified. Attachment One is included as an example form.

4.5. Financial Terms.

4.5.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, the County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

4.5.2. Legislative Appropriations. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The OAG will not be in default for nonpayment under this Contract if such appropriated funds or federal funds are not available to the OAG for payment of the OAG's obligations under this Contract. In such event the OAG will promptly notify the County, and the Contract shall terminate (subject to the post termination responsibilities outlined in the Termination of the Contract Section) simultaneous with the termination of either appropriated funds or federal funds. Upon such occurrence, OAG shall discontinue payment hereunder.

4.5.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify the County of such fact in writing. Upon such occurrence, the OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

4.5.4. Antitrust and Assignment of Claims. – Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., the County affirms that it has not violated the Texas antitrust laws or

federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. The County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

5. CONTRACT MANAGEMENT

5.1. Controlled Correspondence. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the County shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. Controlled Correspondence may also be used to document the cost impacts of proposed changes. However, Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. Controlled Correspondence documents shall be maintained by both Parties in on-going logs.

5.2. Notices

5.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified (except as provided in the Discretionary Termination Section below). The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5.2.1.1. County Address. The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
PO Box 1748
Austin, TX 78767

with copies to (registered or certified mail with return receipt is not required for copies):

Scot Doyal (or successor in office)
Executive Director, Travis County Domestic Relations Office
PO Box 1495
Austin, TX 78767

5.2.1.2. OAG Address. The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Charles Smith (or successor in office)

Deputy for Child Support
Office of the Attorney General
PO Box 12017 (Mail Code 033)
Austin, Texas 78711-2017

with copies to (registered or certified mail with return receipt is not required for copies):

Martha Fitzwater (or successor in office)
Managing Attorney
Legal Counsel Section
P. O. Box 12017 (Mail Code 044)
Austin, Texas 78711-2017

5.3. Contract Managers.

5.3.1. The OAG Contract Manager

Karla McDougal (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email: karla.mcdougal@texasattorneygeneral.gov
Phone: (512) 460-6167
Fax: (512) 460-6988

The County Contract Manager

Patricia Sessoms (or successor in office)
Travis County Domestic Relations Office
PO Box 1495
Austin, TX 78767
Email: patricia.sessom@co.travis.tx.us
Phone: (512) 854-9686

5.4. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

5.5. Subcontracting. The County shall not subcontract any portion of the IV-D services to be performed under this Contract without the prior written approval of the OAG. All subcontracts, if any, entered into by the County shall be written and competitively advertised. Any subcontract entered into by the County shall be subject to the requirements of this Contract. The County agrees to be responsible to the OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its

performance. The County understands and acknowledges that the OAG is in no manner liable to any subcontractor of the County.

5.6. Reporting Fraud, Waste or Abuse. The County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Director, Child Support Division;
- the Deputy Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

5.6.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

5.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

5.6.1.1.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

5.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

5.6.1.1.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

5.7. Cooperation with the OAG. The County must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. The County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

5.8. Dispute Resolution Process for County Breach of Contract Claim.

5.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County.

5.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Deputy for Child Support, Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

5.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the negotiation process.

5.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

5.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

5.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

6. Information Protection Provisions.

6.1. General.

6.1.1. Survival of Provisions.

6.1.1.1. Perpetual Survival and Severability.

6.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

6.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

6.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions,, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.1.2. Applicability.

6.1.2.1. References in the Information Protection Provisions.

6.1.2.1.1. All references to “OAG” shall mean the Office of the Attorney General.

6.1.2.1.2. All references to “OAG-CSD ISO” shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

6.1.2.1.3. All references to “County” shall mean {Travis County}.

6.1.2.1.4. All references to “County’s Agents” shall mean County’s officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County’s behalf.

6.1.2.1.5. All references to “Contract Services” shall include activities within the scope of the executed contract.

6.1.2.1.6. All references to “OAG Data” shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov’t Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Information Protection Provisions.

6.1.2.1.7. All references to “OAG Customers” shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

6.1.2.1.8. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section ###, Data Security, and section ###, Physical and System Security, subsections below.

6.1.2.2. Inclusion in all Subcontracts

6.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County’s behalf.

6.1.2.3. Third Parties

6.1.2.3.1. This contract is between County and the OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

6.1.3. Termination for Non-Compliance.

6.1.3.1. In the event that either County or County’s Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

6.1.4. Personnel Briefings Training and Acknowledgements.

6.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications.

6.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by the OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirement.

6.1.5. Key Person Dependence or Collusion.

6.1.5.1. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

6.2. Data Security.

6.2.1. Rights in OAG Data.

6.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with the OAG. As between the OAG and the County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

6.2.2. Use of OAG Data.

6.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

6.2.2.1.1. County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that County shall give OAG, and shall cause County's Agents to give OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with OAG if OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

6.2.2.1.2. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

6.2.3. Statutory, Regulatory and Policy Compliance.

6.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract. County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 12-2013) and Attachment Two to this Contract: "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information").

6.2.4. Data Retention and Destruction.

6.2.4.1. Within six (6) months of contract award, County and OAG shall develop, and mutually agree upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and the County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

- 1) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- 2) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
- 3) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and
- 4) Within five calendar days, excluding weekends and holidays, of destruction or purging, provide the OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment Three).

6.2.4.2. In the event of contract expiration or termination for any reason, All hard-copy OAG Data shall (in accordance with the detailed retention schedule agreed to by Contractor and OAG under Section 2.5.1 above) either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, the County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

6.2.4.2.1. Within twenty (20) business days of contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.2.4.3. In its sole discretion, the OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

6.2.5. Requests to County for Confidential or Public Information.

6.2.5.1. County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. County is not authorized to respond to public information requests on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one business day from receipt all request(s) for information associated with the County's services under this contract. County shall forward any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6.3. Physical and System Security.

6.3.1. General/Administrative Protections.

6.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

6.3.1.2. The County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

6.3.1.2.1. The County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, the OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

6.3.1.2.2. The OAG shall have the right to review the County's internal protection systems and access protection lists for all areas of the work site(s). The OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist the OAG in preventing access, use or disclosure of OAG Data and the County shall be given written notice of the denial.

6.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

6.3.1.2.4. County shall immediately notify the OAG Contract Manager when any person County authorized to access the OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

6.3.1.3. The County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of the OAG within five (5) business days of the request.

6.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

6.3.2. Physical Security.

6.3.2.1. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

6.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

6.3.2.3. The County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

6.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075, Section 4.7. Alternate Work Sites.

6.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

6.3.3. Logical/Information System Protections.

6.3.3.1. The County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- 1) Independent oversight of systems administrators and programmers;
- 2) Restriction of user, operator, and administrator accounts in accordance with job duties;
- 3) Authentication of users to the operating system and application software programs;
- 4) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- 5) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- 6) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- 7) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- 8) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

6.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

6.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

6.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

6.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

6.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

6.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

6.3.4. Encryption

6.3.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. The OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to the Contractor by the OAG Contract Manager. The Contractor shall adhere to mutually agreed upon procedures for data transmission.

6.3.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by Contractor. Contractor may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to the Contractor by the OAG Contract Manager. If OAG finds it necessary

to allow storage media to be removed from a facility used by Contractor, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in Section 9.3.6.7 "Information System Backup (C:-0)" of IRS Publication 1075 (Rev. 12-2013) and Attachment One entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.4. Security Audit.

6.4.1. Right to Audit, Investigate and Inspect.

6.4.1.1. Without notice, the County shall permit, and shall require County's Agents to, permit the OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

- 1) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, the County and County's Agents;
- 2) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;
- 3) Enter into the offices and places of business of the County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where the County or County's Agents are found to be noncompliant with physical and/or data security protection.

6.4.1.1.1. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.4.1.2. Any audit of documents shall be conducted at the County's principal place of business and/or the location(s) of the County's operations during the County's normal business hours and at the OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

6.4.1.3. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one year after the date of termination or expiration of the contract.

6.5. Security Incidents.

6.5.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

- 1) Initial responders
- 2) Containment
- 3) Management Notification
- 4) Documentation of Response Actions
- 5) Expeditious confirmation of system integrity
- 6) Collection of audit trails and similar evidence
- 7) Cause analysis
- 8) Damage analysis and mitigation
- 9) Internal Reporting Responsibility
- 10) External Reporting Responsibility
- 11) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address

Attachment Four is County's current internal incident response plan. Any changes to this incident response plan may require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

6.5.2. Notice.

6.5.2.1. Within one hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken. The County must also notify the Treasury Inspector General for Tax Administration in Dallas by phone (713-209-3711). If unable to contact the Dallas office, contact the National Office at Hotline Number: 800-589-3718.

6.5.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment Five) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

6.5.2.3. Each day thereafter until the investigation is complete, County shall:

- 1) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
- 2) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

6.5.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6.5.3. Final Report.

6.5.3.1. Within five business days of completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

6.5.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

6.5.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

6.5.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to the OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.5.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to the OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

6.5.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees the OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

6.5.4. Independent Right to Investigate.

6.5.4.1. The OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6.6. Remedial Action.

6.6.1. Remedies Not Exclusive and Injunctive Relief.

6.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

6.6.1.2. If injunctive or other equitable relief is available, then County agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

6.6.2. Notice and Compensation to Third Parties.

6.6.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

6.6.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

- 1) A brief description of what happened;
- 2) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- 3) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- 4) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- 5) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

6.6.2.3. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.6.3. Commencement of Legal Action.

6.6.3.1. County shall not commence any legal proceeding on OAG's behalf without the OAG's express written consent.

7. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of the OAG and the County.

8. TERMINATION OF THE CONTRACT

8.1. Discretionary Termination. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination. Additionally, a copy of any such notice by County shall be sent by registered or certified mail with return receipt requested, addressed to:

Managing Attorney
Legal Counsel Section
5500 East Oltorf
Austin, TX 78741

8.2. Termination for Default. If the County fails to provide the Contracted Services according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon written notice of default to the County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

The OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless the OAG notifies the County in writing prior to the exercise of such remedy. The County will remain liable for all covenants under the aforesaid agreement. The County and the OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

8.3. Change in Federal or State Requirements. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties can not agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

8.4. Rights Upon Termination. In the event that the contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

8.5. Post Termination Responsibilities. Both the OAG and the County agree that upon any termination of this Contract, a smooth transfer of responsibility for the Contract Services being provided under this Contract is in the best interest of the public being served. The OAG and the County therefore agree to develop and implement a reasonable transition plan designed to achieve an efficient transfer of responsibility, either to the OAG or another entity, in a timely manner, and to cooperate fully throughout the post termination period until such transition is complete. The plan shall be in writing and shall, at a minimum, specify the procedures and schedule: for the County Community Supervision Office to be relieved of its responsibility to oversee the court-ordered Community Supervision Program; and for the transfer of case files and other relevant information. The plan shall also specify any interim measures deemed necessary to ensure compliance with federal and state law, rules, regulations, requirements and guidelines. The plan shall be completed no later than ninety (90) calendar days after the execution of this Contract. The termination of services under this Contract, whether pursuant to the Termination of Contract Section or any other section of this Contract, shall be governed by and follow the approved transition plan.

8.6. Survival of Terms. Termination of this Contract for any reason shall not release the County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law. The County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to the County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that the OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon the OAG in carrying out the IV-D program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, the OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or the County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

9.1.2. Civil Rights. The County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". The County shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. The County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts.

9.1.4. Records Retention. The County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. The County shall retain all such records for a period of three years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer.

9.1.5. Environmental Protection. The County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.6. Lobbying Disclosure. The County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. The County must sign and return the Certification Regarding Lobbying (Attachment Six); attached hereto and incorporated herein). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency,

a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.7. Copyrights and Publications. The County understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as “the works”), the County may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:

- the copyright in the works developed under this Contract, and
- any rights of copyright to which the County purchases ownership with funding from this Contract.

The County may publish, at its expense, the results of the Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

9.2. General Responsibilities

9.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that the County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by the County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of the County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

9.2.2. No Implied Authority. Any authority delegated to the County by the OAG is limited to the terms of this Contract. The County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, the County is required to cooperate fully with the OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

9.2.2.1. Force Majeure. The OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

The County shall not be liable to the OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the County, can not be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the Force Majeure Section, the County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

9.2.3. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by the County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by the OAG prior to public dissemination.

9.2.4. Debts or Delinquencies Owed to Texas – As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.3. Special Terms and Conditions

9.3.1. Permits. The County shall be responsible, at the County's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

9.3.2. Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

9.3.3. Date Standard. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

9.3.4. Offshoring. All work to be performed under this Contract shall be performed within the United States and its territories.

9.3.5. Terminated Contracts. By executing this Contract, the County certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five years nor is it currently prohibited from contracting with a governmental agency.

9.3.6. Non-Waiver of Rights. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future.

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.3.7. Background Reviews.

9.3.7.1. By entering into this contract, the County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to the OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six months prior to the County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with the County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions. OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. **No County Agent who has been convicted of a felony for crimes involving violence, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.**

9.3.7.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to the OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to the County.

9.3.7.3. Within ten (10) business days of County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide the OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the contract;
- Date of Birth;
- Driver License Number;
- Social Security number; and,
- Criminal Offense convictions, if any.

9.3.7.4. County shall provide an updated list to the OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify the OAG whenever a

County Agent is to assume a new responsibility with regard to the performance of contract associated service.

9.3.7.5. **No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until the OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities.** This prohibition pertains to performance of contract associated service and is not intended to preclude the County from continuing to engage the County Agent's services for non-contract associated service.

9.3.7.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day of such notification the County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to the County as soon as possible but no later than 30 calendar days from the date of the arrest. Within one business day of receipt the County in turn shall provide the OAG with a copy of such offense report.

9.4. No Waiver of Sovereign Immunity. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

9.5. Severability. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.6. Right of Removal. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. The OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by the OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

9.7. Applicable Law and Venue. The County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by the County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. The OAG agrees that any legal action or suit brought by the OAG concerning this Contract shall be brought in a court of competent jurisdiction in Travis County.

9.8. Entire Agreement. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this

Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.9. Originals and Counterparts. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.10. Attachments.

9.10.1. Attachment One. Certification of Local Expenditures Report

9.10.2. Attachment Two. "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"

9.10.3. Attachment Three. Certificate of Destruction for Counties and Vendors

9.10.4. Attachment Four. County Internal Incident Response Plan

9.10.5. Attachment Five. Security Incident Report

9.10.6. Attachment Six. Certification Regarding Lobbying

AGREED TO AND ACCEPTED:

OFFICE OF THE ATTORNEY GENERAL

TRAVIS COUNTY

Charles Smith
Deputy for Child Support

The Honorable Samuel T. Biscoe
County Judge, Travis County

Date

Date

SFY 20__
Certification of Local Expenditures
_____ County, Contract # _____

County of _____, Fiscal Year 20__

From _____ To _____

Actual Local Expenditures for FY 20__

Description	Total	Percent Allocation	Allocated Total
Salaries and Fringe Benefits	\$		
Travel	\$		
Operating Expenses	\$		
Indirect Cost	\$		
Other (Please Describe)	\$		
Fiscal Year Total	\$		

Verification

I DO SOLEMNLY SWEAR THAT the foregoing Financial Statement filed herewith is in all things true and correct, and fully shows all information required to be reported pursuant to Contract # _____.

Signature of Affiant

SWORN AND SUBSCRIBED BEFORE ME BY _____ this

_____ day of _____, 200____, to certify which, witness my hand and seal.

Notary Public in and for

_____ County, Texas

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns or return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for

as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure* and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT THREE
Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

<p>Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csre.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf</p>			
Contact Name	Title	Company Name and Address	Phone
<p>You may attach an inventory of the media if needed for bulk media disposition or destruction.</p>			
Media Type		Media Title / Document Name	
<input type="checkbox"/>	HARD COPY	<input type="checkbox"/>	ELECTRONIC
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number		OAG Item Number	Make / Model
			Serial Number
Item Sanitization	<input type="checkbox"/>	CLEAR	Who Completed?
	<input type="checkbox"/>	PURGE	Phone
	<input type="checkbox"/>	DESTROY	DATE Completed
Sanitization Method and/or Product Used →			
Final Disposition of Media	<input type="checkbox"/>	Reused Internally	<input type="checkbox"/>
	<input type="checkbox"/>	Reused Externally	
	<input type="checkbox"/>	Other:	<input type="checkbox"/>
<p>Comments:</p>			
<p>If any OAG Data is retained, indicate the type of storage media, physical locations(s), and any planned destruction date.</p>			
Description of OAG Data Retained and Retention Requirements:			
Proposed method of destruction for OAG approval:		Type of storage media?	
		Physical location?	
		Planned destruction date?	
<p>Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.</p>			
<p>Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.</p>			
Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION
--

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for **federal tax information (FTI)**. These guidelines are also required for sensitive or confidential information that may include **personally identifiable information (PII)** or **protected health information (PHI)**. **NIST 800-88, Appendix A** contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Information Security Officer 512-460-6764
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

ITS Department Security Incident Response Plan For OAG Data

Version: Final 01.01.01

Prepared by:

Shannon Clyde Information
Security Manager

Last Update: June 04, 2012

A. REVISION HISTORY

Contributors	Date	Reason For Changes	Version
Shannon Clyde, ISM	November 14, 2007	Approved final version	01.00.00
Judy Pittsford, acting CIO	November 14, 2007	Approved final version	01.00.00
Shannon Clyde	July 12, 2010	Replaced David Stanton with Chris Eckert. Honorifics added. Cell phone numbers added for Chris and Shannon. Corrected A. Broussard email address; Corrected OAG titles and honorifics; Replaced Cecelia Burk with Scot Doyal. Validated OAG contacts	01.00.01
Shannon Clyde	July 12, 2010	Minor typo corrections to contacts.	01.00.02
Shannon Clyde, ITS	July 12, 2010	Approved update	01.01.00
Scot Doyal, DRO	July 12, 2010	Approved update by mail	01.01.00
Joe Harlow, CIO	July 13, 2010	Approved update	01.01.00
Shannon Clyde, ISM	June 04, 2012	Updated contact information	01.01.01

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C. INTRODUCTION

1.0 Objectives and Scope

The Travis County (“County”) Information and Telecommunications Systems Department (ITS) Security Incident Response Plan for Office of the Attorney General (OAG) Data supplements the Travis County ITS Department Incident Response Standards and Procedures.

This Security Incident Response Plan is intended to provide the specific requirements that must be met to comply with the 2014/2016 Community Supervision contract.

2.0 Audience

Those who need to participate in the ITS Incident Response efforts involving OAG Data including county staff, ITS Department staff and those who need to interact with the incident management efforts involving OAG Data.

3.0 Keywords Defining Requirements

The following keywords "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" are utilized within this document to indicate requirement levels and are to be interpreted as described below:

SHALL: This word, or the terms "REQUIRED" or "MUST", means that the definition is an absolute requirement of the specification.

SHALL NOT: This phrase, or the phrase "MUST NOT", means that the definition is an absolute prohibition of the specification.

SHOULD: This word, or the adjective "RECOMMENDED", means that there may exist valid reasons in particular circumstances to ignore a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

SHOULD NOT: This phrase, or the phrase "NOT RECOMMENDED" means that there may exist valid reasons in particular circumstances when the particular behavior is acceptable or even useful, but the full implications must be understood and the case carefully weighed before implementing any behavior described with this label.

MAY: This word, or the adjective "OPTIONAL", means that an item is truly optional. An implementation, which does not include a particular option, MUST be prepared to interoperate with another implementation that does

include the option, though perhaps with reduced functionality. In the same vein, an implementation, which does include a particular option, **MUST** be prepared to interoperate with another implementation that does not include the option (except, of course, for the feature the option provides.)

4.0 Requirement Priorities

Requirements that use the key word **MUST** or **SHALL** have the highest priority.

Those described as **RECOMMENDED**, as indicated by the use of the key word **SHOULD**, have a secondary priority to those requirements using the key words **SHALL** or **MUST**.

Those described as **OPTIONAL**, as indicated by the use of the key word **MAY**, have a tertiary priority. All first priority requirements represent core functionality critical to the project and must be met.

As many secondary priority requirements should be met if allotted time, human resources and funding permit.

Tertiary priorities should be completed only after all first and secondary priorities have been met.

5.0 Document Change Management

Requests for changes to this document should be made in writing to the Information Security Manager or the Chief Information Officer.

D. INCIDENT RESPONSE CONTACT INFORMATION

1.0 Office of Attorney General (OAG) Contacts

Role/Position	Name	Phone Number	Email address
Chief of Information Security Officer	Willie Harvey	512-460-6764	Willie.Harvey@texasattorneygeneral.gov
ICSS Contract Manager; County Contracts Manager, Child Support Division	Karla McDougal	512-460-6167	Karla.McDougal@texasattorneygeneral.gov

2.0 Travis County Contacts

Position	Name	Phone Number	Email address
Chief Information Officer	Tanya Acevedo	512-854-9372	Tanya.Acevedo@co.travis.tx.us
Information Security Manager ITS Department	Mr. Shannon Clyde	Office: 512-854-7846 Cell: 512-589-0740	Shannon.Clyde@co.travis.tx.us
ITS Department Help Desk	Not Applicable	512-854-9175	ITS.Helpdesk@co.travis.tx.us
ICSS Contract Manager; Director of Domestic Relations Office	Mr. Scot Doyal	512-854-9674	Scot.Doyal@co.travis.tx.us

E. OAG DATA INCIDENT MANAGEMENT REQUIREMENTS

1.0 General Requirements

County shall respond to security incidents involving OAG Data in accordance with ITS Department Incident Management Standards and Procedures and specific OAG requirements as stated within this Incident Response Plan for OAG Data.

2.0 Responsibility for Notifications and Reports

The Information Security Officer or designate is responsible for the data collection, document creation, and delivering of the required notices and reports identified within this plan.

3.0 Notification Requirements

3.1. Initial Incident Notification to OAG

3.1.1. OAG Notification Time Frame, Recipients, Method

The OAG CISO and the OAG Contract Manager must be notified by telephone and electronic mail *within one (1) hour of determination that OAG Data is involved in the incident.*

3.1.2. OAG Notification Content

Content of the notification must include:

- Notice of incident
- Description of affected systems and networks
- Initial damage assessment
- Potential scope of the incident
- Containment/Eradication/Recovery steps taken to date
- Any changes in County contact information

4.0 Reporting Requirements

4.1. Initial Written Report to OAG

4.1.1. Initial OAG Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a written report to the OAG CISO and the OAG Contract Manager by electronic mail *within twenty-four (24) hours of determination that OAG Data is involved in the incident.*

4.1.2. Report Content

- Disclosure of all information relating to the incident
- Results of preliminary damage analysis
- Time, nature of incident; mitigation efforts; corrective actions; estimated recovery time

4.2. Daily Status Report to OAG:

4.2.1. Daily OAG Status Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a *daily* oral status report to the OAG CISO or designate and an electronic mail message follow up to the OAG CISO and the OAG Contract Manager

4.2.2. Report Content

- Current damage analysis
- Status of containment, eradication, recovery efforts

4.3. Final Report to OAG:

4.3.1. Final OAG Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a final written report by electronic mail to the OAG CISO and the OAG Contract Manager *within five (5) days of the completion of the final damage analysis and the completion of the eradication/recovery phases but prior to incident closure.*

4.3.2. Report Content

- Cause of security incident
- Nature of security incident
- Description of cure, effective date, description of how cure protects from recurrence
- Certification Statement: County's security program is operating with the effectiveness required to assure that the confidentiality and integrity of OAG Data are protected

SECURITY INCIDENT REPORT

For Contractors or Vendors

Willie Harvey, CISSP

OAG-CS Information Security Officer

willie.harvey@texasattorneygeneral.gov

Office (512) 460-6764

Fax (512) 460-6850

To immediately report an incident please contact:

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

1. Contact Information

Company Name:

Full Name:

Job Title:

Division or office:

Work phone:

Mobile phone:

E-mail address:

Fax number:

Additional contact information: (e.g., subject matter experts; incident response team members)

Area of Specialty	Name	Email	Phone #

SECURITY INCIDENT REPORT

For Contractors or Vendors

2. Type of Incident <i>(Check all that apply)</i>	
<input type="checkbox"/> Account compromise <i>(e.g., lost password)</i> <input type="checkbox"/> Denial of service <i>(including distributed)</i> <input type="checkbox"/> Malicious code <i>(e.g., virus, worm, Trojan)</i> <input type="checkbox"/> Misuse of systems <i>(e.g., acceptable use)</i> <input type="checkbox"/> Reconnaissance <i>(e.g., scanning, probing)</i>	<input type="checkbox"/> Social engineering <i>(e.g., phishing, scams)</i> <input type="checkbox"/> Technical vulnerability <i>(e.g., 0-day attacks)</i> <input type="checkbox"/> Theft/loss of equipment/media/document <input type="checkbox"/> Unauthorized access <i>(e.g., systems, devices)</i> <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>
<i>Description of incident:</i>	

3. Scope of Incident <i>(Check one)</i>	
<input type="checkbox"/> Critical <i>(e.g., affects public safety or Federal/State/Individual confidential or private information)</i> <input type="checkbox"/> High <i>(e.g., affects Contractor's entire network or critical business or mission systems)</i> <input type="checkbox"/> Medium <i>(e.g., affects Contractor's network infrastructure, servers, or admin accounts)</i> <input type="checkbox"/> Low <i>(e.g., affects Contractor's workstations or standard user accounts only)</i> <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>	
Estimated number of systems affected: <i>(e.g., workstations, servers, mainframes, applications, switches, routers)</i>	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: <i>(e.g., vendors, contractors, partners)</i>	
<i>Additional scope information:</i>	

4. Impact of Incident <i>(Check all that apply)</i>	
<input type="checkbox"/> Loss of access to services <input type="checkbox"/> Loss of productivity <input type="checkbox"/> Loss of revenue <input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Propagation to other networks <input type="checkbox"/> Unauthorized disclosure of data/information <input type="checkbox"/> Unauthorized modification of data/information <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>
Estimated total cost incurred: <i>(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)</i>	
<i>Additional impact information:</i>	

SECURITY INCIDENT REPORT

For Contractors or Vendors

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5. Sensitivity of Affected Data/Information <i>(Check all that apply)</i>	
<input type="checkbox"/> Confidential/Sensitive/IRS data/info	<input type="checkbox"/> Personally identifiable information (PII/PHI)
<input type="checkbox"/> Financial data/info	<input type="checkbox"/> Intellectual property/copyrighted data/info
<input type="checkbox"/> Non-sensitive data/info	<input type="checkbox"/> Critical infrastructure/Key resources
<input type="checkbox"/> Publicly available data/info	<input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>
Quantity of data/information affected: <i>(e.g., file sizes, number of records)</i>	
Describe the data and/or information that may have been compromised:	

6. Users and/or Customers Affected by Incident <i>(Provide as much detail as possible)</i>			
Number of affected Users		Number of affected Customers	
User Name	User Job Title	System access levels or rights of affected users: <i>(e.g., regular user, domain administrator, root)</i>	
Additional User and/or Customer details:			

7. Systems Affected by Incident <i>(Provide as much detail as possible)</i>	
Attack sources <i>(e.g., IP address, port):</i>	
Attack destinations <i>(e.g., IP address, port):</i>	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: <i>(e.g., web server, domain controller)</i>	
Operating systems of affected systems: <i>(e.g., version, service pack, configuration)</i>	
Patch level of affected systems: <i>(e.g., latest patches loaded, hotfixes)</i>	
Security software loaded on affect systems: <i>(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)</i>	
Physical location of affected systems:	

SECURITY INCIDENT REPORT

For Contractors or Vendors

<i>(e.g., state, city, building, room, desk)</i>	
<i>Additional system details:</i>	

8. Remediation of Incident <i>(Provide as much detail as possible – include dates)</i>	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: <i>(e.g., perform vulnerability scan, code review, system tests)</i>	
Actions planned by Contractor to prevent similar incidents: <i>(provide timeline)</i>	
<i>Additional remediation details:</i>	

9. Timeline of Incident <i>(Provide as much detail as possible)</i>		
a. Date and time when Contractor first detected, discovered, or was notified about the incident:		
b. Date and time when the actual incident occurred: <i>(estimation if exact date and time unknown)</i>		
c. Date and time when the incident was contained, or when all affected systems or functions were restored: <i>(use whichever date and time is later)</i>		
d. Elapsed time between the incident and discovery: <i>(e.g., difference between a. and b. above)</i>		
e. Elapsed time between the discovery and restoration: <i>(e.g., difference between a. and c. above)</i>		
Detailed incident timeline:		
Date	Time	Event/Action/Comment

SECURITY INCIDENT REPORT

For Contractors or Vendors

10. Miscellaneous / Lessons Learned *(Provide any other relevant information)*

11. List of Attachments *(Include the name and date of each attachment)*

Please submit the completed form, attachments and all updates to:

Willie Harvey, CISSP
 OAG-CS Information Security Officer
 Mail Code 033-1
 5500 E. Oltorf : P.O. Box 12017
 Austin, TX 78741 : Austin, TX 78711-2017
 Office (512) 460-6764
 Fax (512) 460-6850
willie.harvey@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400** (Dallas).

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes*, or *Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.



FORM F
CERTIFICATION REGARDING LOBBYING
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES

PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

PERIOD: Contract Award date to August 31, 2019]

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Organization