

Hal Hawes

From: Hal Hawes
Sent: Tuesday, July 12, 2016 5:11 PM
To: Paula Smith
Cc: Purchasing Red Team; contractaudit; Stanley Springerley; Hal Hawes
Subject: TWC Contract

Dear Paula,

I received the TWC renewal packet that you sent to me by interoffice mail. These agreements are unique in that they are agreements with a state entity and are not really negotiable. Thus, I do not believe the county will have any requested revisions. I am forwarding the packet back to you so that you can place it on the agenda. You will need to provide the copies of the agreements to Wendy in the County Judge's Office prior to the agenda deadline for the agenda that you will be submitting them on.

Your agenda item can be as follows:

Discuss, consider and take any appropriate action regarding renewal of contract with the Texas Workforce Commission to support operations of the Williamson County Constable's Office, Pct. 2.

Please let me know if you have any questions.

Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626
Phone: (512) 943-3862
Email: hhawes@wilco.org



<http://www.wilco.org/>

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Texas Workforce Commission

A Member of Texas Workforce Solutions

July 6, 2016

Randolph Doyer, Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Andres Alcantar, Chairman
Commissioner Representing
the Public

Ruth R. Hughs
Commissioner Representing
Employers

Julian Alvarez
Commissioner Representing
Labor

Larry E. Temple
Executive Director

Re: TWC Contract/s or Amendment/s

Dear Deputy Doyer:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract - Amendment Number	Contract Manager/Phone Number
2916PEN010-1	Maria Sonja Elizondo 512-463-0291

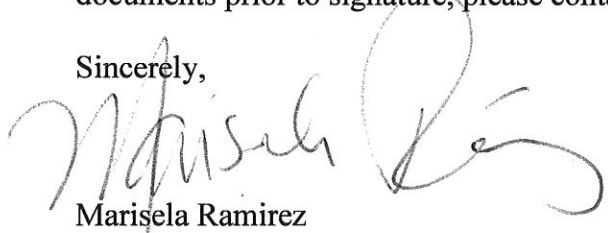
Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Sylvia Daves
Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,



Marisela Ramirez
Director, Contract Services Department

MR: sd
Enclosures

TEXAS WORKFORCE COMMISSION

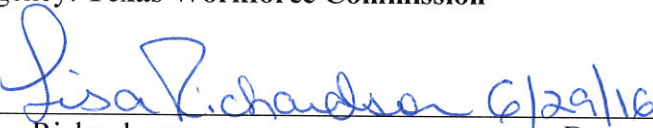
INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	2916PEN010	Amendment Number	1	Effective Date	August 28, 2016
Recipient Information					
Name	Williamson County Constable Precinct 2				
Mailing Address	350 Discovery Blvd, Ste. 205				
City/State/Zip	Cedar Park, TX 78613				
Telephone Number	(512) 260-4270				
Remarks					
This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.					
Amendment Detail					
Contract Period					
☒ The Contract Period is amended as follows: Current End Date: <u>August 31, 2016</u> Amended End Date: <u>August 31, 2017</u>					
☐ There are no changes to the Contract Period pursuant to this amendment.					
General Terms and Conditions					
☐ The General Terms and Conditions are amended as follows:					
☒ There are no changes to the General Terms and Conditions pursuant to this amendment.					
Attachment A: Statement of Work - Project Obligations					
☒ Attachment A: Statement of Work - Project Obligations is amended as follows:					
Revised Attachment A, Sections: 3.1.1, added 3.1.4 renumbering the subsequent sections, and 4.1. Changes are in bold.					
☐ There are no changes to the Statement of Work - Project Obligations pursuant to this amendment.					
Contract Amount					
☒ Contract amount is amended as follows:					Total Amended Contract Amount
Increase contract amount by \$1,500.00					
☐ There are no changes to the contract amount pursuant to this amendment.					\$3,000.00
Changes to Other than the Above Categories					
☒ Other: Attachment B and H:					
- Attachment B, Section 22. Changes are in bold. - Attachment H, entire form is changed.					
☐ There are no other changes to the document pursuant to this amendment.					

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this grant award amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: Texas Workforce Commission	Recipient: William County Constable Precinct 2
 _____ Lisa Richardson Chief Information Officer	_____ Dan Gattis County Judge
Date: <u>6/29/16</u>	Date: _____

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION
AND
WILLIAMSON COUNTY CONSTABLE PRECINCT 2
STATEMENT OF WORK – PROJECT OBLIGATIONS**

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses, fugitives, and person with outstanding warrants in criminal cases (the “Limited Purpose”). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

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

SECTION 3 – Obligations of Recipient

- 3.1 Online Access.

- 3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar (\$1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. **Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year.** Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").
- 3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
- 3.1.4 Annual User Renewal. **Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**
- 3.1.5 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.6 User Document Renewal. On October 1, 2015, the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
- 3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

- 3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of Confidentiality - 20 C.F.R. § 603.9*, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.
- 3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.
- 3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.
- 3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

- 3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

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

Agency Contact Person

M. Sonja Elizondo
External Data Exchange Contracts (EDEC)
Risk & Security Management Department
Texas Workforce Commission
1117 Trinity Street, **Room 104AT**
Austin, TX **78701**

Phone: (512) 463-0291
Fax: (512) 936-0219
Email: RSMContracts@twc.state.tx.us

Recipient Contact Person

Randolph Doyer
Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Phone: (512) 260-4270
Email: rdoyer@wilco.org

Send invoices to:

Same as above

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

SAFEGUARDS FOR TWC INFORMATION

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

"TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.
2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in criminal investigations; to assist in locating defendants, witnesses, fugitives, and person with outstanding warrants in criminal cases. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.
8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

11. Authorized Disclosure. TWC Information may only be disclosed:
 - 11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and
 - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least **256-bit** encryption.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

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

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: ☐ No: ☐
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: ☐ No: ☐
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: ☐ No: ☐
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: ☐ No: ☐
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both).	Yes: ☐ No: ☐
6. Recipient adhered to confidentiality requirements and procedures that are consistent with, and meet the requirements of the TWC Contract.	Yes: ☐ No: ☐
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: ☐ No: ☐
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: ☐ No: ☐
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: ☐ No: ☐
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract.	Yes: ☐ No: ☐
11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: ☐ No: ☐
12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: ☐ No: ☐

QUARTERLY SELF-ASSESSMENT REPORT

13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to RACF.Administration@twc.state.tx.us.	Yes: ☐ No: ☐
14. All users have completed the training within the previous 12 months.	Yes: ☐ No: ☐

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

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

Signature

Date

Printed Name and Title

**Williamson County Constable Precinct 2 -
2916PEN010-1**

Return this Report to:

External Data Sharing Contracts Manager | Risk and Security Management | Texas Workforce Commission |
1117 Trinity Street, Room 104AT | Austin, Texas 78701

Email: Self-AssessmentReports@twc.state.tx.us

Fax: 512-936-0219

TWC Contract - Amendment Number: 2916PEN010-1

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

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

Williamson County Constable Precinct 2

Dan Gattis
County Judge

Date