

Texas Workforce Commission

A Member of Texas Workforce Solutions

August 25, 2016

Nancy Moneyhon, Office Specialist
Williamson County Constable Precinct 3
301 S. E. Inner Loop, Suite 102
Georgetown, Texas 78626

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 Ms. Moneyhon:

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

TWC Contract - Amendment Number	Contract Manager/Phone Number
2915PEN008-2	Michelle Smith 512-936-3296

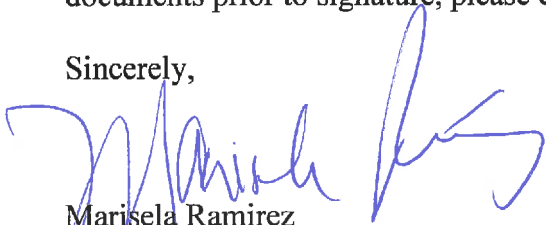
Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

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,



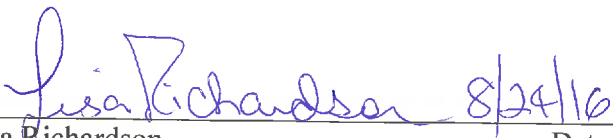
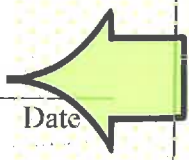
Marisela Ramirez
Director, Contract Services Department

MR: sd
Enclosures

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	2915PEN008	Amendment Number	2	Effective Date	September 28, 2016
Recipient Information					
Name	Williamson County Constable Precinct 3				
Mailing Address	301 S. E. Inner Loop, Suite 102				
City/State/Zip	Georgetown, TX 78626				
Telephone Number	512-943-1472				
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>September 30, 2016</u> Amended End Date: <u>September 30, 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:					
☒ There are no changes to the Statement of Work - Project Obligations pursuant to this amendment.					
Contract Amount					
☒ Contract amount is amended as follows: • Increase Contract amount by \$1,500.00 per year. Maximum 1-10 users.					Total Amended Contract Amount \$4,500.00
☐ There are no changes to the contract amount pursuant to this amendment.					
Changes to Other than the Above Categories					
☒ Other: • Revised Attachment B, Section 22, changes are in bold. • Revised Attachment H, document format change.					
☐ 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: Williamson County Constable Precinct 3
 Lisa Richardson Chief Information Officer	 Dan Gattis County Judge
Date	Date

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 and fugitives in criminal cases; to assist in locating persons with outstanding warrants, probation absconders and to assist in Locating Assets/individuals in Civil Court matters. 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;

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

- 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.
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.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

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.

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QUARTERLY SELF-ASSESSMENT REPORT

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

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

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: ☐ No: ☐
2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons.	Yes: ☐ No: ☐
3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: ☐ No: ☐
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems.	Yes: ☐ No: ☐
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both).	Yes: ☐ No: ☐
6. Recipient adheres to confidentiality requirements and procedures that are consistent with 20 C.F.R. § 603.9 and meet the requirements of the TWC Contract.	Yes: ☐ No: ☐
7. Recipient agrees to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: ☐ No: ☐
8. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: ☐ No: ☐
9. Recipient ensures that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: ☐ No: ☐
10. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract.	Yes: ☐ No: ☐
11. Attached is a description of the system referred to in Item 10. Ensure that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: ☐ No: ☐
12. Recipient shall maintain 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 per the Contract terms have been submitted to <u>RACF. Administration@twc.state.tx.us.</u>	Yes: ☐ No: ☐
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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 3 - 2915PEN008- 2

Return this Report to:

External Data Sharing Contracts Manager | Risk and Security Management | Texas Workforce Commission | 1117
Trinity Street, Room 104AT | Austin, Texas 78778-0001

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

Fax: 512- 936-0219

TWC Contract - Amendment Number: 2915PEN008-2

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 3

Dan Gattis
County Judge

Date

