

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	2916PEN010	Amendment Number	3	Effective Date	August 28, 2018
Recipient					
Name	Williamson County Constable Precinct 2				
Mailing Address	350 Discovery Blvd., Suite 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					
<input checked="" type="checkbox"/> The Contract Period is amended as follows: <div style="display: flex; justify-content: space-between; margin-left: 40px;"> Current End Date: <u>August 31, 2018</u> Amended End Date: <u>August 31, 2019</u> </div> <input type="checkbox"/> There are no changes to the Contract Period pursuant to this amendment.					
General Terms and Conditions					
<input type="checkbox"/> The General Terms and Conditions are amended as follows: <input checked="" type="checkbox"/> There are no changes to the General Terms and Conditions pursuant to this amendment.					
Attachment A: Statement of Work - Project Obligations					
<input checked="" type="checkbox"/> Attachment A: Statement of Work - Project Obligations is amended as follows: <ul style="list-style-type: none"> • Revised Sections 3.1, added and bolded Section 3.1.4 and renumbered Sections 3.1.5 and 3.1.6 with no changes. • Revised Section 4.1. Changes are in bold. <input type="checkbox"/> There are no changes to the Statement of Work - Project Obligations pursuant to this amendment.					
Contract Amount					
<input checked="" type="checkbox"/> Contract amount is amended as follows: <ul style="list-style-type: none"> • Increase contract amount by \$1,500.00 for one year. <input type="checkbox"/> There are no changes to the contract amount pursuant to this amendment.					Total Amended Contract Amount \$6,000.00
Changes to Other than the Above Categories					
<input type="checkbox"/> Other: Attachments: <input checked="" type="checkbox"/> 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 2	
<i>Lisa Richardson</i>	8/20/2018		
Lisa Richardson Chief Information Officer	Date	Dan Gattis County Judge	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 and fugitives in criminal cases; and to assist in locating persons with outstanding warrants (the “Limited Purpose”). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

- 2.1 Online Access.
 - 2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:
 - BN75: wage records file and
 - CMES, CTCS, and BPCS: unemployment compensation claim benefit data.
 - 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) “Users,” all of whom must be direct 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.

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

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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. Failure to comply with any requirement of Attachment B 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.

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SECTION 4 – Contact Persons

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

Agency Contact Person

Michael Bourda

External Data Exchange Contracts (EDEC)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, **Room 342T**
Austin, TX 78701

Phone: **512-936-4272**
Fax: 512-936-0219
Email: DEContracts@twc.state.tx.us

Recipient Contact Person

William H. Beechinor
Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Phone: 512-260-4270

Email: wbeechinor@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.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2913PEN069.

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