

May 18, 2009

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

Re: TWC Contract/s or Amendment/s

Dear Mr. Doyer:

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

<b>TWC Contract /Amendment Number</b>	<b>Contract Manager/Phone Number</b>
TWC Contract/Amendment Number: 2909PER134	Name: Margo Kaiser Phone Number: (512) 936-0479

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, provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Texas Workforce Commission  
Contract Services Department  
101 East 15th Street, Room 350-T  
Austin, Texas 78778-0001  
Attn: Beatrice Barrera – Program Specialist

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,

Kate Redfern  
Director, Contract Services Department

KR:bb  
Enclosures

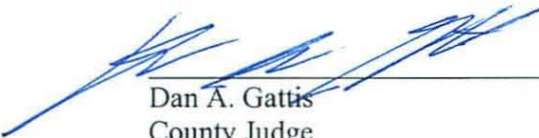
**TWC Contract/Amendment Number: 2909PER134**

## CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

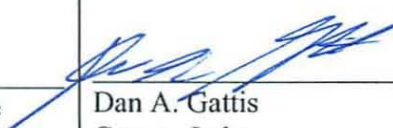
- ☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- ☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained 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 Office Precinct 2

  
\_\_\_\_\_  
Dan A. Gattis  
County Judge

6-8-09  
\_\_\_\_\_  
Date

**TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT**

		<b>TWC Contract Number</b>	<b>2909PER134</b>
<b>TITLE</b>	<b>INFORMATION RELEASE</b>		
<b>Recipient Information</b>			
Name	Williamson County Constable Office Precinct 2		
Mailing Address	350 Discovery Blvd., Suite 205		
City/State/Zip	Cedar Park, TX 78613		
Telephone Number	512-943-1550		
<b>Contract Period</b>			
Begin Date	May 1, 2009	End Date	April 30, 2010
<b>Funding Information</b>			
The total amount of this contract will not exceed the sum of			<b>\$1,575.00</b>
<b>Remarks</b>			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Open Records Contract and any referenced attachments.			
<b>Signature Authority</b>			
The person signing this contract on behalf of Agency and Recipient hereby warrants that he or she has been fully authorized by the organization to:			
<ul style="list-style-type: none"> <li>• Execute this contract on behalf of the organization, and</li> <li>• Validly and legally bind the organization to all the terms, performances and provisions of this contract.</li> </ul>			
<b>Agency Approval</b>		<b>Recipient Approval</b>	
Agency: Texas Workforce Commission		Recipient: Williamson County Constable Office Precinct 2	
Larry E. Temple Executive Director		 Dan A. Gattis County Judge	
Date		Date	

## TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Administrative Requirements
Section 3	Amendments and Termination
Section 4	Breach of Agreement
Section 5	Protecting the Confidentiality of Records
Attachment A	Statement of Work - Project Obligations
Attachment A1	TWC User Information Security Agreement
Attachment A2	Rate Schedule for Online Access
Attachment A3	Protection of Confidentiality - 20 CFR 603.9
Attachment A4	TWC Data Security Policy

**TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT**

**GENERAL TERMS AND CONDITIONS**

**SECTION 1 – Purpose and Legal Authority**

- 1.1 This contract sets forth the responsibilities and obligations of the Texas Workforce Commission (hereinafter referred to as Agency) and the Party or Parties identified on the cover page (hereinafter referred to as Recipient) pursuant to Section 301.061 and 302.002(c) of the Texas Labor Code with respect to Agency's provision of proprietary information to the identified party(ies). The specific responsibilities and obligations of the parties are set forth in Attachment A.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

**SECTION 2 – Administrative Requirements**

- 2.1 This contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.
- 2.2 If any law of the United States or of the State of Texas contravenes or invalidates any provision of this contract, this contract shall be construed to void that specific provision without affecting the remaining provisions of this contract or the rights and obligations of the parties.
- 2.3 Recipient agrees to notify Agency in writing within ten (10) days in the event of any significant change affecting Recipient and Recipient's identity, such as ownership or control, name change, governing board membership, or vendor identification number.
- 2.4 This contract is the entire agreement between the parties.
- 2.5 Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.

**SECTION 3 – Amendments and Termination**

- 3.1 Agency may unilaterally revise rates for services provided upon written notice to Recipient of at least 30 calendar days.
- 3.2 Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties, except for revisions to payment rates as described in Section 3.1.

- 3.3 Either party may suspend or terminate this contract at any time, on written notice to the other party. However, such termination shall not relieve Recipient of the obligation to pay for all services rendered prior to such termination, at the rates provided herein.
- 3.4 In the event of an emergency, Agency may suspend on-line computer services without advance notice. Services will resume at the earliest practical time.
- 3.5 The contract may be immediately suspended without notice if Agency suspects a violation of the security provisions contained in Section 3 of the Statement of Work. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 3.6 Termination of this contract will not end the responsibility of Recipient to protect the confidentiality of any data obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

#### **SECTION 4 – Breach of Agreement**

If Recipient or any official, employee or agent of Recipient fails to comply with any provision of this agreement, including timely payment of Agency's costs billed to Recipient, this agreement shall be suspended and further disclosure of information (including any disclosure being processed) to Recipient shall be prohibited until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action, this agreement shall be cancelled and Recipient shall surrender to Agency all information and copies thereof obtained under the agreement which has not previously been returned to Agency, and any other information relevant to the agreement obtained under this agreement. Cancellation of this agreement shall not limit Agency from pursuing penalties provided under state law for the unauthorized disclosure of confidential information. Agency shall undertake any other action under the agreement, or under any law of the State or of the United States, to enforce this agreement and secure satisfactory corrective action or surrender of the information, and shall take other remedial actions permitted under state or federal law to effect adherence to the requirements of this agreement and 20 CFR Part 603 including seeking damages, penalties, and restitution as permitted under such law for all costs incurred by Agency in pursuing the breach of this agreement and enforcement of the terms of this agreement.

#### **SECTION 5 – Protecting the Confidentiality of Records**

- 5.1 As used in this agreement, "information" shall mean any records obtained by Recipient from Agency including records provided orally, electronically or as paper records. Information shall also include records obtained by Recipient through on-line access to Agency electronic files as well as any data compilations provided by Agency. Information obtained from Agency shall be subject to the provisions of this agreement even if it is converted by Recipient into another format or medium or incorporated in any manner into Recipient records, files or data compilations.
- 5.2 Recipient shall limit access to information obtained from Agency under this agreement to those officers and employees of Recipient with a need to access the information to achieve the purpose



listed in Attachment A, Section 1. Recipient shall not transfer the authority or ability to access or maintain data under this agreement to any other person or entity.

- 5.3 Recipient shall comply with the requirements of 20 CFR §603.9, incorporated herein by reference, regarding safeguarding the information obtained from Agency. A copy of 20 CFR §603.9 is attached as Attachment A3.
- 5.4 Recipient shall permit Agency to have access to all sites which contain Agency information including information maintained electronically and shall permit Agency to have access to all workplaces used by individuals who have access to Agency information for Agency on-site inspections to assure that the requirements of state and federal law as well as this agreement are being met by Recipient. Recipient shall fully cooperate with any on-site inspections or monitoring activities of Agency.
- 5.5 Recipient shall safeguard the information disclosed against unauthorized access or redisclosure.
- 5.6 Recipient shall use Agency information only for purposes authorized by law and consistent with this agreement.
- 5.7 Recipient shall store Agency information in a place physically secure from access by unauthorized persons.
- 5.8 Recipient shall store and process Agency information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 5.9 Recipient shall adopt and comply with precautions to ensure that only authorized personnel are given access to Agency information stored in computer systems.
- 5.10 Recipient shall instruct all personnel having access to Agency information about all confidentiality requirements including the requirements of 20 CFR Part 603 including the sanctions specified in this agreement and in the state law for unauthorized disclosure of information.
- 5.11 Recipient acknowledges that all personnel who will have access to Agency information have been instructed in accordance with the terms of this agreement. Recipient shall report any breach of this agreement including any breach of the security provisions to Agency fully and promptly.
- 5.12 Recipient shall dispose of information disclosed by or obtained from Agency, and any copies made by Recipient after the purpose set out in Attachment A, Section 1 is achieved, except for disclosed information possessed by any court. Disposal means return of the information to Agency or destruction of the information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of the information disclosed within 30 days after the date of termination or expiration of this agreement.
- 5.13 Recipient shall create and maintain a system sufficient to allow an audit of compliance with the requirements of this agreement.

TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT

- 5.14 Recipient shall notify Agency immediately if a security violation of this agreement is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.
- 5.15 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this agreement in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to information obtained from Agency.
- 5.16 Recipient shall notify Agency within 24 hours of the receipt of any subpoena, other judicial request or request for appearance for testimony upon any matter concerning information disclosed under this agreement.
- 5.17 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use, by Recipient, of the information provided by Agency.



**CONTRACT #2909PER134**

**INFORMATION RELEASE AGREEMENT BETWEEN TEXAS WORKFORCE COMMISSION  
AND WILLIAMSON COUNTY CONSTABLE OFFICE PRECINCT 2**

**STATEMENT OF WORK – PROJECT OBLIGATIONS**

**SECTION 1 – Project Abstract**

The purpose of this agreement is to provide Recipient with direct online access to Agency's mainframe computer files for Wage Records, Unemployment Insurance Claims Function – Limited Access and Employer Master File Inquiry. Subject to security and confidentiality provisions of this contract, Recipient shall use information obtained from Agency solely to assist Recipient in locating individuals for service of civil process and locating individuals with outstanding warrants. Any other use of the information by Recipient shall be a breach of this contract.

**SECTION 2 – Obligations of Agency**

- 2.1 Agency authorizes on-line, "read-only" access to the following, specified Agency mainframe computer screens:  
  
    Wage Record File (BN75 screen);  
    Unemployment Insurance Claims Function - Limited Access; and  
    Employer Master File Inquiry.
- 2.2 On-line access to Agency's data will routinely be available to Recipient Users on Mondays through Fridays, between the hours of 8:00 a.m. through 5:00 p.m. Central Time Zone, excluding State holidays. Access to Agency's data may not be available at other times, due to the computer maintenance needs of Agency.
- 2.3 Agency reserves the right to conduct monitoring, evaluation and audit of Recipient's access to Agency's data, as provided under this agreement.
- 2.4 Agency records include information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of this information.

**SECTION 3 – Obligations of Recipient**

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the data obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any data without the written consent of Agency. Recipient shall maintain sufficient safeguards over all data obtained from Agency to prevent unauthorized access to or redisclosure of any information provided hereunder.

- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential data will conform, at a minimum, to the federal regulations contained in 20 CFR 603, and to the Agency Data Security Policy, which is attached to this agreement as **Attachment A4**.
- 3.3 All Recipient Users granted access under this agreement to Agency data must execute Agency's User Information Security Agreement and complete **TWC IT Security Awareness** training prior to being assigned a Security Password for on-line access to Agency data. A copy of an executed User Information Security Agreement with certification of completion of **TWC IT Security Awareness** training must be received by Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Agreements must be submitted by Recipient contact person listed in this contract. A copy of the User Information Security Agreement is attached as **Attachment A1**.
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement for each Recipient User. The Security Password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's data. Recipient shall notify Agency within five (5) days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this agreement and may result in immediate termination of the contract as well as other penalties provided by law and this agreement. All security codes, user names and passwords issued under this agreement shall be cancelled upon the expiration of the agreement. One year after the beginning date of this contract and each year on the anniversary date of the beginning date of this contract for the term of this contract, access by a Recipient User shall be cancelled unless within 30 days of that date Recipient submits a new User Agreement executed by Recipient User no more than 30 days prior to the date submitted with an attached certification of completion of **TWC IT Security Awareness** training dated no more than 30 days before submission. Agency will grant access to a maximum of 10 Recipient Users.
- 3.5 Recipient Users are not authorized to change or update any information contained in Agency's computer stored files.
- 3.6 Recipient Users are authorized to access Agency's computer data for the official purposes listed in Section 1 only and may not divulge information obtained under this agreement to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1.
- 3.7 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential data and that any screen dump or other extraction of Agency data will be protected from unauthorized use or redisclosure.
- 3.8 Recipient will be solely responsible for disseminating any information provided by Agency to the remainder of Recipient Users.
- 3.9 Recipient agrees to notify Agency immediately if a security violation of this agreement is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.

TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT

- 3.10 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this agreement in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.11 Recipient agrees to pay Agency for online access based on the rate schedule attached to this agreement as **Attachment A2**. For the purposes of this agreement, a "transaction" consists of a single command sent by Recipient on its electronic computer system and received by Agency on its electronic computer equipment. Charges will be based on the volume of monthly transactions, as determined by Agency, and will be billed quarterly.
- 3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency.
- 3.13 Recipient will treat Wage Records, Claim Benefits Information and Employer Records obtained from Agency as confidential as required under Texas Labor Code Section 301.081 and the Social Security Act of 1934.
- 3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 CFR 603.9, a copy of which is attached as **Attachment A3**.
- 3.15 Recipient's procedures to safeguard data provided shall be subject to audit by Agency.
- 3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or data when such damage is directly caused by the actions of employees of Recipient, whether authorized or unauthorized users pursuant to this contract.
- 3.18 In addition to all other charges and costs listed in this agreement, Recipient shall pay a seventy-five dollar (\$75.00) contract initiation charge. Payment of the contract initiation charge is due within 30 calendar days from the date of receipt of the first invoice sent by Agency to Recipient.

**SECTION 4 – Contact Persons**

In all communications with Agency, Recipient shall include a reference to the TWC contract number. The parties designate the following primary liaisons for implementation of this agreement:

**AGENCY**

Margo Kaiser  
Attorney, Open Records  
Texas Workforce Commission  
101 E. 15<sup>th</sup> Street, Room 266  
Austin, TX 78778  
[margo.kaiser@twc.state.tx.us](mailto:margo.kaiser@twc.state.tx.us)

**RECIPIENT**

Randolph Doyer  
Chief Deputy  
Williamson County Constable Office Precinct 2  
350 Discovery Blvd., Suite 205  
Cedar Park, TX 78613  
[rdoyer@wilco.org](mailto:rdoyer@wilco.org)

TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT

Recipient may request a change in Recipient contact person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient contact person must be approved in writing by Agency.

TEXAS WORKFORCE COMMISSION  
USER INFORMATION SECURITY AGREEMENT

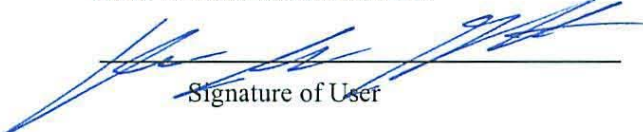
I, \_\_\_\_\_  
(Print Name) (Social Security Number)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password which I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. **I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password is a violation of the Texas Penal Code and will result in the immediate termination of the contract between the Williamson County Constable Office Precinct 2 and the Texas Workforce Commission.** I will not enter any unauthorized data, make any unauthorized changes to data, or disclose any information without prior authorization.

**I understand that under Texas Labor Code §301.085 all information I obtain from the Texas Workforce Commission under this user agreement is confidential and that a person commits an offense if the person solicits, discloses, receives, or uses, or authorizes, permits, participates in, or acquiesces in another person's use of, unemployment compensation information that reveals: (1) identifying information regarding any individual or past or present employer or employing unit; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer or employing unit. Such an offense is a Class A misdemeanor.**

Violating a data security system or allowing unauthorized access by another party is a Class A misdemeanor under Chapter 33 of the Texas Penal Code, which is punishable by a fine of \$3,000.00, a year in jail, or both. Intentionally causing a computer to malfunction or knowingly altering data without authorization that results in personal or property damage may constitute a felony of the second degree.

I have read and have had explained to me the security and confidentiality requirements of 20 CFR Part 603 and the data access agreement with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the agreement between the recipient and the Texas Workforce Commission.

  
\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient Agency

I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the data access agreement with the Texas Workforce Commission including the requirements of 20 CFR Part 603 as well as the sanctions specified in the data access agreement and in state law for unauthorized disclosure of information.

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

Approved by: \_\_\_\_\_  
Signature of contract contact person

Distribution: Original retained by the Recipient Agency. Copies to the Texas Workforce Commission and the User.



Rate Schedule for Online Access	
Number of Monthly Transactions	Monthly Charge
1-10,000	125.00
10,001-25,000	320.00
25,001-50,000	630.00
50,001-75,000	950.00
75,001-100,000	1250.00
100,001-150,000	2000.00
150,001-300,000	3800.00
300,001-500,000	6300.00
500,001-750,000	9400.00
750,001-1,000,000	12,500.00
1,000,001-1,250,000	15,700.00
1,250,001-1,500,000	18,800.00
1,500,001-1,750,000	22,000.00
1,750,001-2,000,000	25,000.00
2,000,001-2,500,000	31,500.00

The above rates are based on a per-transaction fee of \$00.011, an additional 14% administrative overhead charge, and the data processing costs of monitoring actual volume of transactions on a periodic basis. Transaction levels above 2,500,000 are billed on actual number of transactions times \$00.011, plus 14% administrative overhead.

**PROTECTION OF CONFIDENTIALITY**

**CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, U.S. DEPT. OF LABOR  
PART 603--INCOME AND ELIGIBILITY VERIFICATION SYSTEM  
SUBPART A--INCOME AND ELIGIBILITY VERIFICATION SYSTEM**

**20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?**

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or



destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also:

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose.

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

**TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY**

It is the policy of the Texas Workforce Commission to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of the Agency's resources and assets.

Employees, physical property, and information related to the conduct of agency operations are assets, entrusted to the care of the agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of the agency.

The Texas Workforce Commission relies heavily on its electronic data processing systems to meet its operational, financial and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Texas Workforce Commission's rules and regulations within their office.

# FUNDING SUMMARY - REVENUE GENERATING CONTRACTS

This form is for use by Encumbrance Unit

05/21/09

Contractor Name: TWC and Williamson County Constable Office PCT 2

Program Contract No. 2909PER134

Accountant Name- David Torrez

Phone No.- 463-6685

Estimated Total Contract

SERVICES

TOTAL

FY 2009 Allocation - Estimated Contract Amount

575

575

FY 2010 Allocation - Estimated Contract Amount

1,000

1,000

FY 2011 Allocation - Estimated Contract Amount

-

-

FY 2012 Allocation - Estimated Contract Amount

-

-

\$ 1,575

\$ 1,575

AMOUNT	ACCOUNT	COST CNTR	APPROP	BUDGET REF	GRANT	SUBSTRATEGY	FUNCTION
575	*	*	13033	2009	090625	8012030	100
1,000	*	*	13033	2010	100625	8112030	100

\* For Revenue Generating Contracts, budgets are provided based on expected TWC expenditures.

Since the TWC expenditures related to this contract are part of the total budget for the Program Code, the Account Chartfield and the Org Chartfield are not completed.

The Account Chartfield and the Org Chartfield are to be completed only if a budget amendment is to be processed for this contract, the implication being that the revenue generated by this contract was not part of the original budget estimated.

## NOTE:

For Revenue Generating Contracts without other Chartfields, an explanation should appear below.

## Explanation:

The contract begins 05/01/09 and ends 04/30/10. We have prorated the contract based on equal amounts of revenue generated each month. Expected revenue is \$1,575 dollars for the contract period. Estimated revenue was sent via CATS review.

ALL PROGRAM TOTALS

\$ 1,575

# Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken, Chairman

Ronald G. Congleton  
Commissioner Representing  
Labor

Andres Alcantar  
Commissioner Representing  
the Public

Larry E. Temple  
Executive Director

May 18, 2009

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

Re: TWC Contract/s or Amendment/s

Dear Mr. Doyer:

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

TWC Contract /Amendment Number	Contract Manager/Phone Number
TWC Contract/Amendment Number: 2909PER134	Name: Margo Kaiser Phone Number: (512) 936-0479

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, provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Texas Workforce Commission  
Contract Services Department  
101 East 15th Street, Room 350-T  
Austin, Texas 78778-0001  
Attn: Beatrice Barrera – Program Specialist

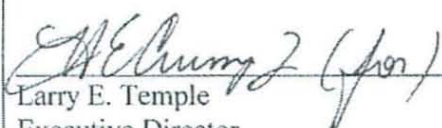
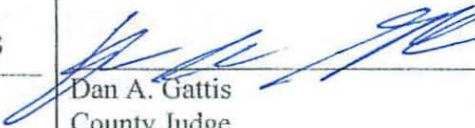
If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

  
for Kate Redfern  
Director, Contract Services Department

KR:bb  
Enclosures

**TEXAS WORKFORCE COMMISSION  
OPEN RECORDS CONTRACT**

<b>TWC Contract Number</b>		<b>2909PER134</b>	
<b>TITLE</b>	<b>INFORMATION RELEASE</b>		
<b>Recipient Information</b>			
Name	Williamson County Constable Office Precinct 2		
Mailing Address	350 Discovery Blvd., Suite 205		
City/State/Zip	Cedar Park, TX 78613		
Telephone Number	512-943-1550 512-260-4270 mgm		
<b>Contract Period</b>			
Begin Date	May 1, 2009	End Date	April 30, 2010
<b>Funding Information</b>			
The total amount of this contract will not exceed the sum of			\$1,575.00
<b>Remarks</b>			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Open Records Contract and any referenced attachments.			
<b>Signature Authority</b>			
The person signing this contract on behalf of Agency and Recipient hereby warrants that he or she has been fully authorized by the organization to:			
<ul style="list-style-type: none"> <li>• Execute this contract on behalf of the organization, and</li> <li>• Validly and legally bind the organization to all the terms, performances and provisions of this contract.</li> </ul>			
<b>Agency Approval</b>		<b>Recipient Approval</b>	
Agency: Texas Workforce Commission		Recipient: Williamson County Constable Office Precinct 2	
 Larry E. Temple Executive Director		 Dan A. Gattis County Judge	
Date 5/14/09		Date	