

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

TEXAS WORKFORCE COMMISSION

		TWC Contract Number	2925EDE048
TITLE	INFORMATION RELEASE CONTRACT		
Recipient			
Name	Collin County for the benefit of Collin County District Attorney's Office		
Street Address	2100 Bloomdale Road, Suite 100		
City/State/Zip	McKinney, TX 75071		
Telephone Number	(972) 548-4474		
Contract Period			
This Contract shall begin on January 1, 2025 ("Begin Date") and shall terminate on December 31, 2030 ("End Date"), unless all parties have not executed this Contract before January 1, 2025, in which case the Begin Date will be the date on which the last signature occurs. This contract may not be renewed or extended.			
Funding Information			
The total amount of this Contract will not exceed the sum of			\$7,500.00
Remarks			
This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.			
Summary			
<p>Information to be provided by TWC will include:</p> <ul style="list-style-type: none"> • wage records (WR), • unemployment compensation claim benefit data (UI), <p>Type of Access: Online access only</p> <p>Number of online users and rate: 1-10 for \$1,500/year for five (5) years.</p> <p>Prior contract reference: This contract replaces and supersedes all previous contracts, including 2922PEN003.</p>			

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Signature Authority

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

Agency Approval

Agency: Texas Workforce Commission

John A. Krystal

12/9/2024

John Greytok

Date _____

Senior Adviser to the Executive Director

Recipient Approval

Recipient: Collin County for the benefit of Collin County District Attorney's Office


Chris Hill

Chris Hill

County Judge

Date _____

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INFORMATION RELEASE CONTRACT
GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission (“Agency”) and the Recipient identified on the cover page (each a “Party” and together “the Parties”) with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail 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 – Term, Termination, and Amendment

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein. Recipient shall not be entitled to any refund of the annual subscription fee if access to Agency records is online.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in the Funding information and Summary sections on page 1 of this contract.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

- 4.1 “TWC Information” means records maintained by Agency, 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

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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.

- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

- 7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are 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 any other law, regulation, or ordinance addressing public access to government records.

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- 7.2 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 at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting 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 of TWC Information.
- 7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist, and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

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Appendix 1

Notice of Term Inclusion to Comply with Law

Per the Terms and Conditions of your contract, changes in law are automatically incorporated into contracts. During the session, the legislature passed a bill to protect Texas' sensitive information and critical infrastructure from vulnerabilities presented by the use of TikTok and other prohibited technologies on devices used to conduct state business. This notice is provided to assist you in complying with this change in the law by providing the relevant provision to supplement the Terms and Conditions of your contract.

Prohibited Technologies: Vendor represents and warrants that neither Vendor, Vendor's employees, nor Vendor's contractors will use personal devices for conducting state business. Vendor represents and warrants that it will prohibit its employees or contract workers from using any device to conduct state business that contains, accesses, or consists of any prohibited technology. Vendor represents and warrants that no device that contains, accesses, or consists of any prohibited technology will be in the vicinity of a device conducting state business on behalf of the Vendor.

A. Vendor shall implement a written policy banning the prohibited technology as described in this section and present a copy of said policy to TWC within thirty (30) days after Contract execution and within ten (10) days after any amendment to the Vendor's prohibited technology policy.

B. For the purpose of this section, personal device means a device that is (1) not owned or controlled by the vendor or TWC; or (2) not used primarily for business purposes. State business means the same as in the TWC Prohibited Technologies Security

Policy: https://twc.texas.gov/files/policy_letters/attachments/29-22-ch1-att2-twc.pdf. Prohibited Technology means the software and hardware products listed on the Department of Information Resources (DIR) webpage located at: <https://dir.texas.gov/information-security/prohibited-technologies>. Vendor is responsible for periodically checking this list and remaining in compliance with additions.

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Appendix 2

**INFORMATION RELEASE CONTRACT BETWEEN
TEXAS WORKFORCE COMMISSION
AND
COLLIN COUNTY FOR THE BENEFIT OF
COLLIN COUNTY DISTRICT ATTORNEY'S OFFICE**

**ADDITIONAL TERMS REGARDING
NON-OWNERSHIP OF AND DESTRUCTION OF TWC DATA,
PROHIBITION AGAINST ARTIFICIAL INTELLIGENCE,
PROVIDING TWC A COPY OF RESEARCH RESULTS AND
RECIPIENT'S OBLIGATIONS SURVIVE THE CONTRACT**

Section 1 – Definitions (names of documents are italicized)

- 1.1 “Additional Terms” refers to this document.
- 1.2 “TWC” refers to the Texas Workforce Commission.
- 1.3 “RSP” refers to the document titled “Exhibit 1, TWC Data Exchange Request and Safeguard Plan.” The RSP is TWC’s standard application form to obtain a contract accessing TWC Data. Recipient completed and signed the RSP, and it is attached to this agreement and is incorporated herein.
- 1.4 The “Limited Purpose” is defined by Recipient’s response to Item 8 in the RSP.
- 1.5 “Original TWC Data” means the data set(s) Recipient obtain(s) from TWC. It is data in the form and format which TWC prepared to transmit the data to Recipient. It includes any duplicates or copies of the file(s) received from TWC. It includes all data captured or downloaded from the EAGLE system.
- 1.6 “Derivative TWC Data” means any file, data base or other data set which is not the “Original TWC Data” but which was created through making changes to the Original TWC Data or using the Original TWC Data. “Derivative TWC Data” includes but is not limited to every file which contains any excerpt (no matter how small) from the Original TWC Data, as well as any changes to the sequence or layout of the Original TWC Data. Examples of Derivative TWC Data include, but are not limited to: (a) any new document or other new file which has the name of an employer or which contains any other data value copied from a single cell in the Original TWC Data; (b) any re-sorting the Original TWC Data; (c) changing the labels of column headings or the order of columns in the Original TWC Data or inserting a new column into the Original TWC Data; (d) crossmatching the Original TWC Data against another data set; or (e) using TWC data as the basis for a dashboard, whether through Power BI or similar software. Note: dashboard software makes a copy of a portion of the underlying data, even though the copy is not displayed in the dashboard itself. Note: there is no *de minimus* standard, *i.e.*, the smallest amount of TWC data, even a single data point, makes the entire file TWC Derivative Data.
- 1.7 “TWC data” refers to any combination of “Original TWC Data” and/or “Derivative TWC Data.”

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- 1.8 “CII” means Confidential Identifiable Information. Per federal law, CII is any data “which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with any other publicly available information to reveal any such particulars.” 20 CFR 603.4(b). Note that confidentiality expressly extends to employers, not just individuals.
- 1.9 “Non-Attributable Data” means TWC data which has been scrubbed of all CII. Removing CII includes aggregating, deidentifying, masking or using other recognized methods which prevent third parties from deducing a person’s identity, either directly from the data retained or through combining the retained data with publicly available data. For a file or data set to qualify as Non-Attributable Data, Recipient must document (and maintain the documentation of) all the methods and steps taken to scrub all CII from that file or data set. If all CII is correctly removed, then the resulting material (the “Non-Attributable Data”) is not Derivative TWC Data. The relevant standards are found in NIST SP 800-188, *De-Identifying Government Datasets: Techniques and Governance*, published by The National Institute of Standards and Technology.
- 1.10 “Research Results” means each and every research finding, interactive dashboard, report, summary, study or other document of whatever type or name that comes, directly or indirectly, from using TWC Data. Research Results includes all items produced for academic and operational purposes, as well as all internal documents and all items intended for public release. If it contains any CII in any amount, then the entire Research Result is also Derivative TWC Data.
- 1.11 “Recipient’s Confidential Information” means any data or information, any analysis or conclusions, or any other content which in Recipient’s view should not be made public because a) the content is confidential by law, b) the content is otherwise exempt from the Texas Public Information Act, or c) some other well established legal basis for the content not to be released.

Section 2 – Recipient Temporarily Possesses TWC Data But Does Not Own It

- 2.1 Temporary Possession. Through this contract, TWC agrees to allow Recipient to temporarily possess a copy of TWC Data to be used exclusively for the Limited Purpose. Accessing, using or possessing TWC Data for any reason other than the Limited Purpose is a breach of this contract and a violation of federal law.
- 2.2 No Ownership. Recipient does not own any Original TWC Data, Derivative TWC Data, or other TWC Data. Recipient does not gain ownership of any TWC Data by using, extracting, formatting, combining, restructuring, processing or altering TWC Data in any way.
- 2.3 Permanent Separation of Original TWC Data. Recipient will store Original TWC Data separately from all other data which Recipient owns or possesses which does not contain TWC Data. The continuous separation of Original TWC Data is necessary to prevent comingling and to enable Recipient to effectively and thoroughly destroy all Original TWC Data when Recipient’s right of possession expires.
- 2.4 Permanent Separation of Derivative TWC Data. Through making changes to or using Original TWC Data to create a file, data base or other data set, Recipient will create Derivative TWC Data. For all purposes, Derivative TWC Data will be subject to the same conditions and restrictions as Original TWC Data. In particular, Recipient will store Derivative TWC Data with its Original TWC Data (and separately from all other data which

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Recipient owns or possesses which does not contain TWC Data). The continuous separation of Derivative TWC Data from all non-TWC Data is necessary to prevent comingling and to enable Recipient to effectively and thoroughly destroy all Derivative TWC Data when Recipient's right of possession expires.

2.5 Recipient Owns Its Research Results Which Use Non-Attributable Data. Recipient owns its Research Results from using TWC Data and any files, data sets, or other documents which are part of the Research Results so long as the Research Results or other items contain only Non-Attributable Data. See the provisions on *No Ownership* (2.2) and the definition of *Derivative TWC Data* (1.6). In the case of any ambiguity about ownership, the No Ownership provision in 2.2 will control.

Section 3 – Destroy TWC Data Within 30 Days; Maximum 3 Year Deadline; Extensions

3.1 Destroy TWC Data Within 30 Days. Recipient must destroy all TWC Data within 30 days of the end of the Limited Purpose.

3.2 Destroy TWC Data Within 3 Years. Even if the Limited Purpose is not complete, all TWC Data must be destroyed not later than the 3rd anniversary of the date on which Recipient took possession of the TWC Data.

3.3 Documenting Destruction of TWC Data and Notifying TWC Within 10 Days. When Recipient's right of possession ends, Recipient must destroy TWC Data and document the destruction using Attachment F, *Certificate of Destruction for Contractors and Vendors*, which is attached to this contract and incorporated for all purposes. Within 10 days of destroying the data, Recipient must provide the completed Attachment F to TWC as instructed on Attachment F.

3.4 Extensions Beyond 3 Years. To continue to possess any TWC data beyond the 3rd anniversary, Recipient must get a written extension from TWC. Recipient should request the extension in writing more than 90 days before the 3rd anniversary. An extension from TWC shall be in writing and shall expressly state the new deadline for destroying that file or other portion of TWC Data. It will be in TWC's sole discretion whether to grant an extension, to determine the length of the extension (if any), to grant subsequent extensions (if any), and to place (or not place) conditions on any extension. If TWC chooses to put any terms or conditions on an extension, those must be included in the written notice granting the extension.

3.5 Exceptions and Exclusions to the Deadline. Certain users and certain types of data are excepted or excluded from the 3-year default deadline to destroy all TWC data.

3.5.1 Law Enforcement Extension. For law enforcement activities only, if an excerpt of TWC Data is stored in a criminal investigation file, the TWC Data may (without the need for a written extension from TWC) remain with the investigation or prosecution materials until that matter is resolved and closed even if that process goes beyond 3 years.

3.5.2 Courts. If handled in compliance with part 11.2 of Attachment B, *Safeguards for TWC Information*, attached to this contract, TWC Data in the possession of a court may remain with the case file (without the need for a written extension from TWC) until that matter is resolved and closed even if that process goes beyond 3 years.

3.5.3 Non-Attributable Data. Non-Attributable Data as defined above is excluded from the requirement to be destroyed. It can be held indefinitely if it is held with the documentation showing when and how it was made Non-Attributable.

3.6 Replacing Other Terms. Paragraph 7 of Attachment B, *Safeguards for TWC Information*, attached to this contract, also addresses document destruction. Paragraph 7 is struck from the contract. Section 3 of this document, the *Additional Terms*, replaces and supersedes Paragraph 7.

Section 4 – Prohibition of Software and Processes That Retain TWC Data

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4.1 Recipient must not use TWC Data and must prevent and protect against TWC Data being used, directly or indirectly, in any software or other technology of any kind which either a) retains any portion of TWC Data after using TWC Data, or b) which in using TWC Data the software or other technology is altered in any way. This obligation prohibits any use of TWC Data with artificial intelligence, machine learning, or similar software or other technology.

Section 5 – Recipient will Provide TWC a copy of Research Results

5.1 As part of the consideration for TWC to enter this contract, Recipient will provide TWC with every Research Result within 30 days of when the Research Result is provided to any other person or entity, internal or external to Recipient. If the document is posted publicly on the internet, Recipient may provide TWC a web link. If the document contains Recipient's Confidential Information, TWC will execute a reasonable non-disclosure agreement. It should be exceptionally rare that any such document would contain TWC Data (other than Non-Attributable Data), but if it does then Recipient will transfer the document to TWC in a secure manner and will get approval in advance from TWC for the method of transfer.

Section 6 – Recipient's Obligations Survive this Contract

6.1 Recipient's obligations for handling TWC data survive this contract. Even if this contract expires or is terminated, Recipient continues to owe all duties relating to confidentiality, limited use, data security, cooperation with monitoring by TWC, data destruction and other duties as provided in the contract and by federal regulation. If this contract expires or is terminated, federal regulations are an independent legal basis for Recipient's ongoing duties. Recipient's obligations are tied to its possession of the TWC data and not to the status of this contract. Recipient is presumed to continue to possess TWC data (and to continue to owe all legal duties) until Recipient provides proper documentation showing correct destruction or correct de-identification, as appropriate.

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INFORMATION RELEASE CONTRACT

Attachment A

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION
AND
COLLIN COUNTY FOR THE BENEFIT OF
COLLIN COUNTY DISTRICT ATTORNEY'S OFFICE
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, as defined in Attachment B, item 1, solely for the Limited Purpose(s) listed in the Request and Safeguard Plan and associated correspondence which is incorporated into this Contract and marked as Exhibit 1. Recipient warrants that all statements and information in Exhibit 1, Request and Safeguard Plan and associated correspondence true and correct to the best of my knowledge and understands that their organization is bound by the representations in Exhibit 1. 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 Description of TWC Information Disclosed and Method of Access. Agency agrees to provide access to the TWC information requested and via the method as described in Exhibit 1.
- 2.2 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.
- 2.3 Method of transfer. Agency will transfer TWC Information to Recipient only as specified in the Request and Safeguard Plan or by other methods approved in writing in advance by Agency Chief Information Security Officer or his/her designee.

SECTION 3 – Obligations of Recipient

- 3.1 Online Access.

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- 3.1.1 Direct Oversight of Users. Recipient shall ensure that all individuals with online access through user TWC system log-in accounts (“Users,”) are direct Recipient employees.
- 3.1.2 Annual Fee and Payment. Recipient shall pay Agency the annual subscription fee applicable to the access identified in Exhibit 1, Request and Safeguard Plan. 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) calendar 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. If access identified in the Request and Safeguard Plan in Exhibit 1 is for multiple years, the Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) calendar days of the beginning of each contract year. If the contracting entity is a city or county, also known as a “local entity”, Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.3 User Documents. All prospective online Users must execute a Texas Workforce Commission User Agreement (“User Agreement”), Attachment C, and complete online TWC Cybersecurity Awareness Training (“Security Training”).
- 3.1.4 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Exhibit 1, Request and Safeguard Plan) a copy of the completed Texas Workforce Commission User Agreement (“User Agreement”), Attachment C and the Security Training certificate with a completed Transmittal Cover Sheet (“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, which are subject to on-site and desk review audits.
- 3.1.5 Annual User Renewal. For multi-year, extended, and new contracts continuing, extending, or replacing a prior contract with online access, each year, on the first day of the month following the anniversary of the Begin Date the Recipient Contact Person shall provide new User Agreements and the Security Training certificate. The User Agreements and Security Training certificates shall be submitted with a completed Cover Sheet no earlier than 30 days before the first day following the anniversary of the Begin Date. The User Agreements and Training Certificates shall be executed and dated no more than thirty (30) calendar days before submission. Failure by Recipient Contact Person to timely provide annual User Agreements, shall result in Agency terminating User access.
- 3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration 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 Monthly Review. For contracts with over twenty-five (25 users), Recipient Contact Person shall review the list of current Users monthly to ensure that the Users have not left employment or changed job duties or otherwise no longer need access. Recipient shall document their process for comparing the current users list with the list of employees needing access. The

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documentation of the review process should be maintained on file for review by Agency upon request.

3.1.8 Notice of Suspected Violations. Recipient shall notify Agency of any suspected or confirmed User violation of the confidentiality and security provisions within twenty-four (24) hours of discovery and shall take appropriate corrective action.

3.1.9 Changes to TWC Information 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.

3.1.10 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 Offline Access. If Offline access is selected in Exhibit 1, Request and Safeguard Plan, the provisions of this section apply.

3.2.1 Offline Request Submission. For matches of wage records to SSNs, unemployment compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed *Request for Texas Workforce Commission Records*, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with the Information Technology Department contract listed on Exhibit 1, Request and Safeguard Plan. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.

3.2.2 Offline Rates. Rates for Offline requests are calculated on a per-request basis as specified in Exhibit 1, Request and Safeguard Plan.

3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice for information requested Offline.

3.2.4. Tracking of Offline Access. Each quarter, the Recipient shall submit to the Agency Point of Contact a list of the data requests made and data received during the prior quarter including information necessary for identifying each transfer of data, whether a match against Recipient data, a scheduled transfer, or a transfer upon request. The quarterly filing dates are January 15, April 15, July 15, and October 15.

3.3 Additional Requirements.

3.3.1 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.

3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security safeguard 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.

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- 3.3.3 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.
- 3.3.4 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.
- 3.3.5 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.
- 3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment G, 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 15, April 15, July 15, and October 15. Each report must be completed after the end of the prior calendar quarter and must have been signed within fifteen (15) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the Contract for cause.
- 3.3.7 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.
- 3.3.8 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.
- 3.3.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.3.10 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 primary liaisons as specified in Exhibit 1. Request and Safeguard Plan.

Agency Contact Person

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

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

Phone: (737) 400-5482
Fax: (512) 936-0219
Email: DEContracts@twc.texas.gov

- 4.2 Notice. Any notice required under this Contract must be given to the Recipient's Contact Person specified in Exhibit 1. Request and Safeguard Plan or the Agency Contract Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person in Exhibit 1, Request and Safeguard Plan, 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 – Parties Option for Extension and Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all prior contracts, if any, between them for information release or data sharing as specified in Exhibit 1. Request and Safeguard Plan.

In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the Agency and accepted by Recipient, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. During the holdover extension period, costs shall remain at the rate in effect immediately prior to expiration of the original contract period and all other terms and conditions shall remain in effect.

Remainder of page intentionally left blank.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment B

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” as set forth in Exhibit 1, Request and Safeguard Plan. 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. Please refer to Appendix 2, Section 3.
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.
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(s); 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.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

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 *Safeguards for TWC Information as required by 20 CFR Part 603* and this Contract relating to safeguarding TWC Information and ensuring 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 AES encryption and the current FIPS 140 series encryption standards.
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.

Remainder of page intentionally left blank.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____
(User's Printed Name)_____
(User's work phone number)_____
(Print User's work street address)_____
(Print User's employer)_____
(Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose(s)" only: To assist in criminal investigations; to assist in locating defendants, witnesses, and fugitives in criminal cases; to assist in locating persons with outstanding warrants. I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose(s). I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; 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. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense to knowingly access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to \$2,000 or up to \$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

Signature of User_____
Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

Signature of Supervisor_____
Printed Name_____
Date signed**Approval of Contract Signatory or Contact Person named in Contract:**_____
Signature of Contract Signatory or Recipient Contact Person_____
Printed Name_____
Date signed

All fields on this User Agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of executed User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract. An incomplete User Agreement will be rejected.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment D

**TRANSMITTAL COVER SHEET
FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES
AND EXISTING USER TRAINING CERTIFICATES**

To: **EAGLE Administration**

____ via email to: EAGLEsupport@twc.texas.gov
(Document must be scanned and **encrypted** before sending)

____ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

____ via mail to: **EAGLE Administration**
Texas Workforce Commission
101 East 15th Street, Room 0108
Austin, TX 78778-0001

From: _____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.

For questions regarding the User Agreement, please email EAGLEsupport@twc.texas.gov

Note: An incomplete User Agreement will be rejected

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Texas Workforce Commission
Certificate of Destruction for Contractors and Vendors

Attachment F

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

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

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Texas Workforce Commission
Certificate of Destruction for Contractors and Vendors

Attachment F

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

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

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

There are two primary types of media in common use:

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

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

Texas Workforce Commission
Information Security Office
Room 0330A
101 E. 15th Street
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

ciso@twc.texas.gov

Final Distribution of Certificate	Original to:	Chief Information Security Officer
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager

GP Revised: 09-02-

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment G

QUARTERLY SELF-ASSESSMENT REPORT

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

The period covered is -Year: _____ Quarter ☐ Q1, ☐ Q2, ☐ Q3, ☐ Q4

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B 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 Exhibit 1. Request and Safeguard Plan 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 found in <i>Safeguards for TWC Information</i> (Attachment B), 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 found in <i>Safeguards for TWC Information</i> (Attachment B) and the TWC Contract.	Yes: __ No: __

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

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: __
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to EAGLEsupport@twc.texas.gov .	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __
15. Is the data received re-disclosed to any other entity? If yes, Receiving Agency ensures that contract personnel are held to the same standard of processing, training, and protecting information as Recipient Agency employees who have a need to use the TWC information for the Limited Purpose. Express written contract language authorizing data exchange with non-employees is required for redistribution of information accessed	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

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department |
Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

Email: SelfAssessmentReports@twc.texas.gov

Fax: 512-936-021

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

CONTRACTOR INFORMATION		Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Collin County FBO District Attorney's Office
2.	Entity Tax ID#	75-60008736
3.	Street Address – Line 1	2100 Bloomdale Road
4.	Street Address – Line 2	Suite 100
5.	City, State, Zip	McKinney, TX 75071
6.	New request or renewal of an existing contract?	<input checked="" type="checkbox"/> New request <input type="checkbox"/> Extension of existing agreement Previous/Current Contract #: _____ <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Legal Purpose(s) for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
9.	Requested length of contract term	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input checked="" type="checkbox"/> 5 years (Renewal Option up to a total of 5 years combined)
10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:

DATA REQUESTED		Please answer each question. Do not leave any questions unanswered.
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry:</u> View wage information for an individual. <u>Coworker Search:</u> View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information:</u> View demographic information for an individual. <u>Claims:</u> View unemployment insurance claim information. <u>Payments:</u> View unemployment insurance payment info. <u>Employer Search:</u> Search employers by name or address. <input type="checkbox"/> Employer Records (ER) <u>Employer Master File:</u> Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	<input checked="" type="checkbox"/> Online access: Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Online Access for Over 25 User Accounts: *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: _____ _____ <input type="checkbox"/> Offline access: Offline Method of Transfer and Frequency: (Check applicable options) <input type="checkbox"/> Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically.

	<p>Frequency of ongoing scheduled requests: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify:</p> <p><input type="checkbox"/> Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.</p> <p><input type="checkbox"/> One-time request for large quantity of records.</p> <p><input type="checkbox"/> One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN). Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/rs/(S(rqibfuq2yv4rbj2wrzlu3se))/supporthome.aspx.</p> <p>Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.</p> <p>1. If other specific data elements are requested, provide a data format.</p> <p>Offline Data Elements Requested: Data elements to be submitted to TWC for the resulting matched data: <input type="checkbox"/> SSN – Social Security Number Data available from TWC available for SSN matches from the <u>UI Wage Records</u>: Name: last, first, middle initial NAICS Quarter Wages were earned Quarterly Wages Employer Name Employer Address Employer Zip Employer contract Employer Telephone Employer Tax Account Number</p> <p>Instructions for submitting SSN-UI Wage Record Match Requests: Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS</p>
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	<p>File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.</p> <p><input type="checkbox"/> TWC Employer ID Number (EIN) Data available from TWC available for EIN matches from the <u>Employer Tax Master File</u>: Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number</p> <p>Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs):</p> <p>Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required)</p> <p><input type="checkbox"/> Federal Employer ID Number (FEIN) Same as Texas Employer ID information</p> <p>Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time:</p> <p><input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000</p> <p>Hourly rate for programming of a new request or modification of an existing job: \$48.81.</p> <p><u>De-identification:</u> If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.

13.	How will data be viewed? Select one of the three options.	<p>1) <input checked="" type="checkbox"/> We will ONLY view screen information. (Respond to #14-19, check "N/A" to #20 and #21.)</p> <p>2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input type="checkbox"/> We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.)</p> <p>3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)</p>
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<p><input checked="" type="checkbox"/> Only direct employees will be provided access.</p> <p><input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:</p>
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<p><input type="checkbox"/> Yes - Specify:</p> <p><input checked="" type="checkbox"/> No</p>
16.	What access control methods will you use for access to the TWC information?	<p><input type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards</p> <p><input type="checkbox"/> National Institute of Standards and Technology (NIST) or comparable standards</p> <p><input checked="" type="checkbox"/> IRS Publication 1075 or comparable standards</p>
17.	How does your organization assess your security posture? How frequently are these assessments conducted?	<p><input checked="" type="checkbox"/> Vulnerability testing Frequency: Weekly</p> <p><input checked="" type="checkbox"/> Penetration testing Frequency: Annually</p> <p><input checked="" type="checkbox"/> Audits Frequency: Annually</p> <p><input type="checkbox"/> Other – Please specify: Frequency:</p>
18.0	Are background checks performed on employees who will access information?	<p><input checked="" type="checkbox"/> Yes, background checks are performed (go to 18.1).</p> <p><input type="checkbox"/> No, background checks are not performed</p> <p>If No background checks are performed, state what type of records checks are being performed:</p>
18.1	When are background checks performed?	<p><input checked="" type="checkbox"/> Pre-employment</p> <p><input checked="" type="checkbox"/> Periodic checks during employment</p> <p><input type="checkbox"/> N/A</p>
19.	How will you have an auditable trail?	<p><input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made.</p> <p><input type="checkbox"/> Other, If Other specify:</p>
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	<p><input type="checkbox"/> Please specify: Data is encrypted using AES-GCM 256-bit encryption or higher.</p> <p><input checked="" type="checkbox"/> N/A – We do not keep data at rest.</p>
21.	When will data destruction occur?	<p><input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws)</p> <p><input type="checkbox"/> Consistent with other standards: Please specify:</p>

		<input checked="" type="checkbox"/> N/A - We do not retain data.
	CONTACTS	
22.	Point of Contact Name (for daily matters)	Evelyn Rutherford
23.	Point of Contact Title	Administrative Manager
24.	Point of Contact Phone	972-548-4474
25.	Point of Contact E-mail	erutherford@collincountytx.gov
26.	Point of Contact Address	2100 Bloomdale Rd., Suite 100 McKinney, TX 75071
27.	Alternate Point of Contact Name and Title	Laurie Gibbs Criminal Investigator
28.	Alternate Point of Contact Phone	972-548-3626
29.	Alternate Point of Contact E-mail	lrgibbs@co.collin.tx.us
30.	Alternate Point of Contact Address	If different from Point of Contact
31.	Signatory Name	Chris Hill
32.	Signatory Title	County Judge – Collin County
33.	Signatory Phone Number	972-548-4632
34.	Signatory E-mail	chill@co.collin.tx.us
35.	Signatory Address	If different from Point of Contact 2300 Bloomdale Road McKinney, TX 75071
36.	Data Technology Contact Name	Jeff Springfield
37.	Data Technology Contact Phone	972-548-4533
38.	Data Technology Contact E-mail	jspringfield@co.collin.tx.us
39.	Invoice Recipient Name	Aimee Moreno
40.	Invoice Recipient Phone Number	972-548-4111
41.	Invoice Recipient Title	Accounts Payable Supervisor
42.	Invoice Recipient E-mail	accountspayable@co.collin.tx.us
43.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Contract Signatory or designee

12 NOV 2024

Date

CHRIS HILL

Printed Name/Title

COUNTY JUDGE

Certificate Of Completion

Envelope Id: C3D74FD10B15494C82426511CE9E8381

Status: Completed

Subject: Please Docusign: COLLIN COUNTY FBO DA'S OFFICE_2925EDE048

docSeqId:

docType:

Source Envelope:

Document Pages: 30

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Elizabeth Gonzales

AutoNav: Enabled

101 E. 15th Street, Room 0154-B

Envelopeld Stamping: Enabled

Austin, TX 78778

Time Zone: (UTC-06:00) Central Time (US & Canada)

elizabeth.gonzales@twc.texas.gov

IP Address: 161.69.54.47

Record Tracking

Status: Original

12/3/2024 3:43:24 PM

Holder: Elizabeth Gonzales

elizabeth.gonzales@twc.texas.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Texas Workforce Commission- Production Account

Location: DocuSign

Signer Events

John Greytok

john.greytok@twc.texas.gov

Senior Adviser to the Executive Director

Texas Workforce Commission

Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 204.64.239.54

Timestamp

Sent: 12/3/2024 3:45:30 PM

Viewed: 12/9/2024 9:13:45 AM

Signed: 12/9/2024 9:16:58 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/3/2024 3:45:30 PM

Certified Delivered

Security Checked

12/9/2024 9:13:45 AM

Signing Complete

Security Checked

12/9/2024 9:16:58 AM

Completed

Security Checked

12/9/2024 9:16:58 AM

Payment Events

Status

Timestamps