

**State Case Registry
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Webb County, Texas**

CONTRACT NO. 15-C0090

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1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Webb County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002.

1.3. **PURPOSE.** County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry.

1.3.3. Provide quality customer service as described in this Contract.

1.4. **ACRONYMS, TERMS AND DEFINITIONS.** The following terms have the meaning set forth below. All other terms have the meaning set forth in the *Merriam Webster's Collegiate® Dictionary*, Eleventh edition.

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its Member(s), court order details, and payment history.
Cause Number	The identifier assigned by a court to the child support court order
CSD	Child Support Division
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts / Total receipts processed
Full-Service (FS)	A case where an individual has applied for child support services from OAG, has not declined child support services from a local rule office, or is on public assistance and an automated referral has been received from the Health and Human Services Commission (HHSC).

Acronym/Term	Definition
IV-D	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE). Also referred to as "Title IV-D".
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as "Texas Child Support Enforcement System".
Registry-Only (RO)	A case where the Texas State Disbursement Unit records and processes child support payments, but the OAG does not monitor or enforce the obligation.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or a third party who has sent a child support payment.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. TERM

2.1. This Contract shall commence on September 1, 2014 and shall terminate on August 31, 2016, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing certain confidential and/or sensitive information to County in order to perform contract services, County agrees to assume responsibility for compliance with and work closely in cooperation with OAG to ensure compliance with all applicable state and federal statutory requirements for confidentiality and information security. See the Information Protection Provisions below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Changes to Case Information (Attachment A) when an inquiry is received or member/case information is updated.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the "Timeframe Requirements" section below:

- 3.1.4.1.1. enter into the OAG Case Management System the "State Case Registry Complete" data listed in the "State Case Registry Complete" section below;
- 3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the "Update Activities" section below, that County has obtained; and
- 3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order or the record of support documents to obtain the relevant information for entry to the OAG Case Management System or may use the "Record of Support" Form 1828 (Attachment B) that summarizes the relevant court ordered child support information, published on the OAG-CSD's webpage, www.texasattorneygeneral.gov, under "Child Support Forms".

3.1.4.3. State Case Registry Complete.

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered "State Case Registry Complete":

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number AND/OR Date of Birth
- Family Violence Indicator (if applicable)
- Custodial Parent's Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number
- Start Date Of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with The "State Case Registry Complete" section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case
- Protective Orders
- Order Modification Date
- Dependent Status
- Case Closures
- Jurisdictional Transfer of Court Orders

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) County business days from the "date received" time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry's office.

3.1.4.5.2. If a payment has been received by the SDU and a case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) County business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) County business days after receipt of the data.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the Family Violence Indicator (FVI) for Registry-Only Cases in the OAG Case Management System within three (3) County business days after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within three (3) County business days after it is filed.

3.1.4.7. County shall forward all misdirected child support payments to the SDU within one day of receipt and notify the Remitter of the correct payment address.

3.2. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.2.1. OAG reserves the right to:

3.2.1.1. Make changes to the design of the OAG Case Management System.

3.2.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.2.1.2. Make changes to OAG procedures and training material.

3.2.2. Any changes to the OAG Case Management System, OAG procedures, or the training material will not require a contract amendment but will be documented through Controlled Correspondence.

3.2.3. OAG and County will work to establish a plan and schedule for training authorized users and implementing access to the OAG Case Management System.

3.3. ONSITE REVIEW. County shall allow OAG access to County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.3.1. OAG and County will work together to plan for the site review.

3.3.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.3.3. OAG and County will select a random sample of cases prior to the review.

3.3.4. OAG will review a random sample of Child Support Cases to ensure that:

3.3.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

3.3.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.

3.3.4.3. Child Support Case information is entered accurately on the OAG Case Management System.

3.3.4.4. Child Support Orders direct child support payments to the SDU.

3.3.5. OAG will offer assistance with contract, statutory and operational issues.

3.3.6. OAG will provide training during the onsite review as needed.

3.3.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.4. TRAINING ON OAG CASE MANAGEMENT SYSTEM. Any County staff performing functions under this Contract must be trained on OAG Case Management System. Classroom Training on OAG Case Management System will be scheduled upon request from County by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR NON-PERFORMANCE

4.1. Failure of County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to County in writing by the OAG Contract Manager. If County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days after the date County received the written finding of unsatisfactory performance. The written dispute must detail why County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and County shall have waived its right to dispute the finding.

4.2. If OAG determines that the finding of unsatisfactory performance is valid, County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

4.3. If County does not return to satisfactory status within four months after receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to County were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Four Thousand Eight Hundred Dollars and No Cents (\$4,800.00).**

5.2. REIMBURSEMENT RATES.

5.2.1. FEDERAL SHARE.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. STATE CASE REGISTRY.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is \$12.77.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is \$4.06.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the sum of (1) the product of (a) the number of State Case Registry Complete activities during the calendar month multiplied by (b) the State Case Registry Complete Fee, plus (2) the product of (a) the number of State Case Registry Complete Updates during the calendar month multiplied by (b) the State Case Registry Complete Update Fee.

Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$12.77) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.06)] \times \text{Federal Share} = \text{OAG Liability.}$$

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

OAG Contract Manager, State Case Registry

Mail Code 062

Office of the Attorney General

PO Box 12017

Austin, TX 78711-2017

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" section above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. County agrees to cooperate fully in the conduct of the audit or investigation. County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through County and the requirement to cooperate in the conduct of such audit or investigation shall in included in all subcontracts.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of

termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

Controlled Correspondence documents shall be maintained by both parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Esther Degollado (or successor in office)
Webb County District Clerk
P.O. Box 667
Laredo, TX 78042-

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Charles Smith (or successor in office)
Deputy for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Martha Fitzwater Pigott (or successor in office)
Managing Attorney, Legal Counsel Section
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Allen Broussard (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email: allen.broussard@texasattorneygeneral.gov
Phone: (512) 460-6373

Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office or Local Registry's office as County Contract Manager. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING. County shall not subcontract any portion of the IV-D services to be performed under this Contract without the prior written approval of the OAG. All subcontracts, if any, entered into by County shall be written and competitively advertised. Any subcontract entered into by County shall be subject to the requirements of this Contract. County agrees to be responsible to OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the

subcontractor breaches in its performance. County understands and acknowledges that OAG is in no manner liable to any subcontractor of County.

6.5. NO ASSIGNMENT BY COUNTY. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE OR ABUSE. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

6.6.1.1.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

6.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

6.6.1.1.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A

copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

~~7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.~~

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure.

7.1.2.1.7. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.8. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.2.7, Physical Security, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties.

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are ~~thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance.~~ County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications. The OAG Contract Manager shall provide direction to the County regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion.

7.1.5.1. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents

that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract. County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 12-2013) and Attachment C to this Contract: "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information").

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months after contract award, County and OAG shall develop, and mutually agreed upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

- (i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- (ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
- (iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and
- (iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment D).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall (in accordance with the detailed retention schedule agreed to by County and OAG under Section 2.5.1 above) either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days after contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

~~7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG Systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.~~

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days after the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4, and shall be consistent with Section 4.7, "Telework Locations" and Section 9.3.11.9, "Alternate Worksite (PE-17)" of IRS Publication 1075 (Rev. 12-2013).

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- (i) Independent oversight of systems administrators and programmers;
- (ii) ~~Restriction of user, operator, and administrator accounts in accordance with job duties;~~
- (iii) Authentication of users to the operating system and application software programs;
- (iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- (v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- (vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- (vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- (viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.3.4. Encryption.

7.3.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.3.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in Section 9.3.6.7, "Information System Backup (CP-9)" of IRS Publication 1075 (Rev. 12-2013) and Attachment C entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

7.4. SECURITY AUDIT.

7.4.1. Right to Audit, Investigate and Inspect.

7.4.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

- ~~(i) Monitor and observe the operations of, and to perform security investigations,~~ audits, and reviews of the operations and records of, County and County's Agents;
- (ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;
- (iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.4.1.1.1. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.4.1.2. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.4.1.3. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.5. SECURITY INCIDENTS.

7.5.1. Response to Security Incidents.

7.5.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

- (i) Initial responders
- (ii) Containment
- (ii) Management Notification
- (iv) Documentation of Response Actions
- (v) Expeditious confirmation of system integrity
- (vi) Collection of audit trails and similar evidence
- (vii) Cause analysis
- (viii) Damage analysis and mitigation
- (ix) Internal Reporting Responsibility
- (x) External Reporting Responsibility
- (xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment E is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

7.5.2. Notice.

7.5.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken. County must also notify the Treasury Inspector General for Tax Administration in Dallas by phone (713-209-3711). If unable to contact the Dallas office, contact the National Office at Hotline Number: 800-589-3718.

7.5.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment F) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.5.2.3. Each day thereafter until the investigation is complete, County shall:

- (i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
- (ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.5.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.5.3. Final Report.

7.5.3.1. Within five (5) business days after completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.5.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.5.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.5.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.5.4. Independent Right to Investigate.

7.5.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.6. REMEDIAL ACTION.

~~7.6.1. Remedies Not Exclusive and Injunctive Relief.~~

7.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.6.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.6.2. Notice and Compensation to Third Parties.

7.6.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.6.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

- (i) A brief description of what happened;
- (ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- (iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- (iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- (v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.6.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.6.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.7. COMMENCEMENT OF LEGAL ACTION.

7.7.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. **AMENDMENT**

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. **TERMINATION OF THE CONTRACT**

9.1. DISCRETIONARY TERMINATION. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR DEFAULT. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. CHANGE IN FEDERAL OR STATE REQUIREMENTS. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. RIGHTS UPON TERMINATION. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. SURVIVAL OF TERMS. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law, Policy and Procedure. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the IV-D program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of three years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as Attachment G and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG

policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. BACKGROUND REVIEWS.

10.5.1. By entering into this contract, County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six months prior to County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions. OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. **No County Agent who has been convicted of a felony for crimes involving violence, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.**

10.5.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.3. Within ten (10) business days after County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the Contract;
- Date of Birth;
- Driver License Number;
- Social Security number; and,
- Criminal Offense convictions, if any.

10.5.4. County shall provide an updated list to OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify OAG whenever a County Agent is to assume a new responsibility with regard to the performance of contract associated service.

10.5.5. **No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities.** This prohibition pertains to performance of contract associated service and is not intended to preclude County from continuing to engage County Agent's services for non-contract associated service.

10.5.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than 30 calendar days after the date of the arrest. Within one business day after receipt County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Webb County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

10.12.1. Attachment A: OAG Procedures For Changes to Case Information

10.12.2. Attachment B: Record of Support, Form 1828

10.12.3. Attachment C: IRS Publication 1075 (Rev.12-2013)

10.12.4. Attachment D: Certificate of Destruction for Counties and Vendors

10.12.5. Attachment E: County's Incident Response Plan

10.12.6. Attachment F: Security Incident Report

10.12.7. Attachment G: Certification Regarding Lobbying

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

WEBB COUNTY

Charles Smith
Deputy for Child Support (IV-D Director)

The Honorable Danny Valdez
County Judge, Webb County

**OAG Procedures
For
Changes to Case Information**

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Record of Support

ATTACHMENT B

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872 or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information:

County Name: _____ AG Case Number: _____
Court Number: _____ Order Type: New Order Modified Order
Cause Number: _____ Payment location: SDU County Other _____
Order Sign Date: _____ Date of Hearing: _____

Obligee/Custodial Parent Information: Family Violence Protection (FV) (Check if individual is a victim of family violence)

Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Obligor/Non-Custodial Parent Information: Family Violence Protection (FV) (Check if individual is a victim of family violence)

Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Dependent Information:

Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female

Attach additional forms if there are more children for this cause

Obligee Attorney	Phone	Obligor Attorney	Phone

Form prepared by: _____ Phone: _____ Date: _____

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's responsible employees
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns or return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this

contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure* and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG 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	
<input type="checkbox"/> HARD COPY	<input type="checkbox"/> ELECTRONIC		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			

Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization	<input type="checkbox"/> CLEAR	Who Completed?	<input type="checkbox"/> Who Verified?
	<input type="checkbox"/> PURGE	Phone	Phone
	<input type="checkbox"/> DESTROY	DATE Completed	

Sanitization Method and/or Product Used →

Final Disposition of Media	<input type="checkbox"/> Reused Internally	<input type="checkbox"/> Destruction / Disposal
	<input type="checkbox"/> Reused Externally	<input type="checkbox"/> Returned to Manufacturer
	<input type="checkbox"/> Other:	

Comments:

If any OAG Data is retained, indicate the type of storage media, physical location(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG 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 OAG 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:
 OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG 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 can 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.
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 OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
 Information Security Office
 PO Box 12017
 Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Information Security Officer 512-460-6764
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

**Webb County
Incident Response Plan**

Adopted Date: _____

OVERVIEW

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

INCIDENT RESPONSE TEAM

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

INCIDENT RESPONSE TEAM ROLES AND RESPONSIBILITIES

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	<ul style="list-style-type: none"> • Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	<ul style="list-style-type: none"> • Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team
Information Privacy Office	<ul style="list-style-type: none"> • Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	<ul style="list-style-type: none"> • Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder
	<ul style="list-style-type: none"> • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	<ul style="list-style-type: none"> • Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	<ul style="list-style-type: none"> • Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	<ul style="list-style-type: none"> • Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Prepare Incident Eradication Report and forward to County CISO

INCIDENT CONTACT LIST

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Willie Harvey	512-936-1320	willie.harvey@texasattorneygeneral.gov
OAG Contract Manager	Allen Broussard	512-460-6373	allen.broussard@texasattorneygeneral.gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	Rafael Pena MIS-DIRECTOR	956 523-4069	R.Pena@webbcountytx.gov
County Contract Manager	Esther DeGOLLADO DISTRICT CLERK	956 523-4068	E.degollado@webbcountytx.gov
Information Technology Operations Center	Rafael Pena MIS-DIRECTOR	956 523-4069	R.Pena@webbcountytx.gov
Information Privacy Office	Rafael Pena MIS-DIRECTOR	"	" "
Network Architecture	Rafael Pena MIS-DIRECTOR	"	" "
Operating Systems Architecture	Rafael Pena MIS-DIRECTOR	"	" "
Business Applications	Esther DeGOLLADO DISTRICT CLERK	956 523-4068	E.degollado@webbcountytx.gov
Internal Auditing	LEO FLORES COUNTY AUDITOR	956 523-4016	L.Flores@webbcountytx.gov



SECURITY INCIDENT REPORT For Contractors or Vendors

Willie Harvey, CISSP
 OAG-CS Information Security Officer
willie.harvey@texasattorneygeneral.gov
 Office (512) 460-6764
 Fax (512) 460-6850

**To immediately report an incident
please contact:**

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

1. Contact Information			
Company Name:			
Full Name:			
Job Title:			
Division or office:			
Work phone:			
Mobile phone:			
E-mail address:			
Fax number:			
<i>Additional contact information: (e.g., subject matter experts; incident response team members)</i>			
Area of Specialty	Name	Email	Phone #



SECURITY INCIDENT REPORT For Contractors or Vendors

2. Type of Incident (Check all that apply)	
<input type="checkbox"/> Account compromise (e.g., lost password)	<input type="checkbox"/> Social engineering (e.g., phishing, scams)
<input type="checkbox"/> Denial of service (including distributed)	<input type="checkbox"/> Technical vulnerability (e.g., 0-day attacks)
<input type="checkbox"/> Malicious code (e.g., virus, worm, Trojan)	<input type="checkbox"/> Theft/loss of equipment/media/document
<input type="checkbox"/> Misuse of systems (e.g., acceptable use)	<input type="checkbox"/> Unauthorized access (e.g., systems, devices)
<input type="checkbox"/> Reconnaissance (e.g., scanning, probing)	<input type="checkbox"/> Unknown/Other (Please describe below)
Description of incident:	

3. Scope of Incident (Check one)	
<input type="checkbox"/> Critical (e.g., affects public safety or Federal/State/Individual confidential or private information)	
<input type="checkbox"/> High (e.g., affects Contractor's entire network or critical business or mission systems)	
<input type="checkbox"/> Medium (e.g., affects Contractor's network infrastructure, servers, or admin accounts)	
<input type="checkbox"/> Low (e.g., affects Contractor's workstations or standard user accounts only)	
<input type="checkbox"/> Unknown/Other (Please describe below)	
Estimated number of systems affected: (e.g., workstations, servers, mainframes, applications, switches, routers)	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: (e.g., vendors, contractors, partners)	
Additional scope information:	

4. Impact of Incident (Check all that apply)	
<input type="checkbox"/> Loss of access to services	<input type="checkbox"/> Propagation to other networks
<input type="checkbox"/> Loss of productivity	<input type="checkbox"/> Unauthorized disclosure of data/information
<input type="checkbox"/> Loss of revenue	<input type="checkbox"/> Unauthorized modification of data/information
<input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Unknown/Other (Please describe below)
Estimated total cost incurred: (e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)	

SECURITY INCIDENT REPORT For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Confidential/Sensitive/IRS data/info | <input type="checkbox"/> Personally identifiable information (PII/PHI) |
| <input type="checkbox"/> Financial data/info | <input type="checkbox"/> Intellectual property/copyrighted data/info |
| <input type="checkbox"/> Non-sensitive data/info | <input type="checkbox"/> Critical infrastructure/Key resources |
| <input type="checkbox"/> Publicly available data/info | <input type="checkbox"/> Unknown/Other (Please describe below) |

Quantity of data/information affected:
(e.g., file sizes, number of records)

Describe the data and/or information that may have been compromised:

6. Users and/or Customers Affected by Incident (Provide as much detail as possible)

Number of affected Users		Number of affected Customers	
User Name	User Job Title	System access levels or rights of affected users: (e.g., regular user, domain administrator, root)	

Additional User and/or Customer details:

7. Systems Affected by Incident (Provide as much detail as possible)

Attack sources (e.g., IP address, port):	
Attack destinations (e.g., IP address, port):	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: (e.g., web server, domain controller)	
Operating systems of affected systems: (e.g., version, service pack, configuration)	
Patch level of affected systems: (e.g., latest patches loaded, hotfixes)	
Security software loaded on affect systems:	

SECURITY INCIDENT REPORT For Contractors or Vendors

<i>(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)</i>	
Physical location of affected systems: <i>(e.g., state, city, building, room, desk)</i>	
Additional system details:	

8. Remediation of Incident <i>(Provide as much detail as possible – include dates)</i>	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: <i>(e.g., perform vulnerability scan, code review, system tests)</i>	
Actions planned by Contractor to prevent similar incidents: <i>(provide timeline)</i>	
Additional remediation details:	

9. Timeline of Incident <i>(Provide as much detail as possible)</i>	
a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: <i>(estimation if exact date and time unknown)</i>	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: <i>(use whichever date and time is later)</i>	
d. Elapsed time between the incident and discovery: <i>(e.g., difference between a. and b. above)</i>	
e. Elapsed time between the discovery and restoration: <i>(e.g., difference between a. and c. above)</i>	

SECURITY INCIDENT REPORT For Contractors or Vendors

Detailed incident timeline:

Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned *(Provide any other relevant information)*

11. List of Attachments *(Include the name and date of each attachment)*

Please submit the completed form, attachments and all updates to:

Willie Harvey, CISSP
OAG-CS Information Security Officer
Mail Code 033-1
5500 E. Oltorf : P.O. Box 12017
Austin, TX 78741 : Austin, TX 78711-2017
Office (512) 460-6764
Fax (512) 460-6850
willie.harvey@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400** (Dallas).

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes, or Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (1) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (2) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)