

AGENDA ITEM 16

Consider authorizing advertising and setting date of June 30, 2003 at 2:00 p.m. in the Commissioners Courtroom to receive proposals for Worker's Compensation Insurance and Third Party Claims Administration and related services.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To authorize the advertising and setting date of June 30, 2003 at 2:00 p.m. in the Commissioners' Courtroom to receive proposals for Worker's Compensation Insurance and Third Party Claims Administration and related services.

Vote: **5 - 0**

AGENDA ITEM 17

Consider authorizing the disposal of 20 surplus shelving units from the Maintenance Department by sealed bid to be opened in the Auditor's Office on June 11, 2003 at 2:00 p.m.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To authorize the disposal of 20 surplus shelving units from the Maintenance Department by sealed bid to be opened in the Auditor's Office on June 11, 2003 at 2:00 p.m.

Vote: **5 - 0**

AGENDA ITEM 18

Consider approving Cooperative Agreement with the office of the Attorney General and Williamson County regarding Texas Child Support State Disbursement Unit.

Bonnie Wolbrueck, District Clerk, stated that this contract provides revenue to Williamson County by allowing the Attorney General to pay the District Clerk for data entered regarding the State Disbursement Unit, State Case Registry and for customer service.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve a Cooperative Agreement with the office of the Attorney General and Williamson County regarding Texas Child Support State Disbursement Unit.

Vote: **5 - 0**

<Attachment>

**COOPERATIVE AGREEMENT
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS
AND
WILLIAMSON COUNTY, TEXAS**

CONTRACT NO. 03-C0069

1 INTRODUCTION & PURPOSE

This document encompasses local disbursement of non-IV-D wage withheld child support remitted to the Texas Child Support State Disbursement Unit (SDU) ("Local Disbursement"), local handling of inquiries on (including any necessary research) and receiving information about non-IV-D child support cases where child support payments are remitted to the SDU ("Local Customer Service"), and furnishing non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship for use in the State and Federal Case Registries ("State Case Registry"). A County may contract to provide State Case Registry services only. However a County contracting to provide Local Disbursement must also contract to provide Local Customer Service and State Case Registry, and a County contracting to provide Local Customer Service must also contract to provide State Case Registry.

Williamson County ("County") is contracting with the Office of the Attorney General ("OAG") to handle inquiries on (including any necessary research) and receive information about non-IV-D child support cases where child support payments are remitted to the Texas Child Support State Disbursement Unit and furnish non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship for use in the State and Federal Case Registries.

This Contract is entered into under the authority of Texas Family Code Section 231.002.

2 CONTRACT PERIOD

This Contract shall commence on March 1, 2003 and shall terminate on August 31, 2003, unless terminated earlier by provisions of this Contract.

3 LOCAL DISBURSEMENT

3.1 County Responsibilities

3.1.1 Accessing STRADUS and TXCSES

- 3.1.1.1 Work with the SDU Vendor and the OAG to acquire the necessary hardware and software to access the STRADUS web server and TXCSES. The STRADUS web server is the designated SDU Vendor database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the SDU Vendor and the OAG to obtain the database access required. County is responsible for connecting the hardware to its own county network.
- 3.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local disbursement activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the SDU Vendor.
- 3.1.1.3 County is responsible for all the necessary phone lines. For those counties that do not have internet access, the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.1.2 Loss of Funds and Unfunded Disbursements

County is responsible for all funds transferred to and received by County from the SDU, whether such funds are lost, destroyed or taken, or misdirected by County through an Electronic Funds Transfer or direct deposit transactions. County is also responsible for any fees and/or penalties assessed by the County's financial institution and any unfunded disbursements due to County error. For the purpose of this subsection, unfunded disbursement means a disbursement:

- 3.1.2.1 that cannot be linked to a payment received.
- 3.1.2.2 where the payment that the disbursement is linked to was not intended for the entity to whom the disbursement was made.

- 3.1.2.3 where the amount of money disbursed, in one disbursement (overpayment) or multiple disbursements (duplicate payments), was greater than the amount of the payment on which it was based.

3.1.3 Not-Disbursed, Returned and/or Uncashed Disbursements

County is responsible for complying with Chapters 72 through 75 and Chapter 76 of the Texas Property Code and the Unclaimed Property procedures published by the Texas Comptroller of Public Accounts. County must also provide OAG with all necessary information to fulfill OAG's responsibilities to the federal Office of Child Support Enforcement in the completion of OCSE Form 34 relating to not-disbursed, returned and/or uncashed disbursements. The OAG Contract Manager will provide the County with the requirements during the term of the Contract.

3.1.4 Daily Recording

- 3.1.4.1 County shall follow the Texas Child Support State Disbursement Unit procedures for reporting and transmitting case and payment information and payment status on all relevant non-IV-D disbursements.
- 3.1.4.2 County shall record on its automated system all data required to support the local disbursement activities contemplated by this agreement.
- 3.1.4.3 County shall develop and establish its own format for recording on the County's automated system.
- 3.1.4.4 County shall record and disburse all identifiable and deliverable non-IV-D child support payments on the first County work day that the SDU local disbursement file is available to the County; provided that the file was available by 10:00 a.m. that day. If the local disbursement file was not available by 10:00 a.m., the County shall record and disburse the payments no later than the next County work day.
- 3.1.4.5 County shall not allow any person who, as a part of his or her employment, receives, disburses, handles, or has access to funds collected pursuant to this contract, to participate in accounting or operating functions that would permit him or her to conceal in the accounting records the misuse of said funds. Upon request, County shall provide a copy of County's organizational structure to confirm

appropriate separation of duties.

- 3.1.4.6 County shall track all of the payments received in the SDU local disbursement file. County shall attempt to obtain new addresses and maintain them for any undeliverable payments contained in the file. New addresses shall be entered on STRADUS. Payments for which a new address cannot be obtained within five (5) County work days shall be handled in accordance with Chapters 72 through 75 and Chapter 76 of the Texas Property Code and the Unclaimed Property procedures published by the Texas Comptroller of Public Accounts.
- 3.1.4.7 County shall employ procedures to research and resolve unidentified items, i.e., items that cannot be identified to a case, as well as instances of payment files not matching funds received.
- 3.1.4.8 County shall employ procedures to ensure security of funds. Upon request, County shall provide to OAG a copy of the security procedures.
- 3.1.4.9 County shall work with the OAG to develop processes and procedures for resolving payment related inquiries between the County, the OAG, and the SDU Vendor where necessary.
- 3.1.4.10 County employees handling disbursements shall be bonded.
- 3.1.4.11 County shall generate a daily check register which shall list the individual accounts and amounts in which non-IV-D payments were applied. The total number of non-IV-D payments disbursed and the total dollar amount shall also be reflected on the register.

3.1.5 Deposit Procedures

- 3.1.5.1 County shall maintain an account with a financial institution that has the ability to receive electronic funds transfers (EFT).
- 3.1.5.2 County shall be responsible for ensuring that a process is in place with its financial institution that allows the County to daily reconcile the funds received with the disbursement file the County receives. The OAG must be notified immediately after the County determines that it did not receive funds equal to the amount contained in the disbursement file. In no event shall notification to the OAG of a discrepancy between funds received and the disbursement file exceed three (3) County work days.

3.1.6 Electronic Transmittal Procedures

- 3.1.6.1 The files that County will be receiving and transmitting are listed below. The County will be provided the computer file specifications and format to enable the County to process from or provide this information in the manner required by the STRADUS server. If these specifications change during the term of the contract, replacement specifications will be forwarded to the County. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for the STRADUS server processing.
- 3.1.6.1.1 IV-D and Non-IV-D Collections
 - 3.1.6.1.2 Non-IV-D Disbursement Data
 - 3.1.6.1.3 Non-IV-D Disbursements, For 38 Waived Counties
 - 3.1.6.1.4 IV-D and Non-IV-D Collection Adjustments
 - 3.1.6.1.5 Non-IV-D Disbursement Advice
 - 3.1.6.1.6 Non-IV-D Check Status
 - 3.1.6.1.7 Non-IV-D Case Data from Local Registries
- 3.1.6.2 County shall generate the non-IV-D disbursements and, if desired, record the IV-D payments on its automated system.
- 3.1.6.3 County shall produce an electronic file of payments disbursed, including check number, and transmit the file daily to the STRADUS file server.
- 3.1.6.4 County shall track payments disbursed and record the status of each in a non-IV-D Check Status File. Status as used in this subsection means: cashed, cancelled, re-issued, voided, stop payment, or unidentified or undeliverable.
- 3.1.6.5 In the event of a failed transmission or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of the failed transmission or production of an unprocessable file.
- 3.1.6.6 County shall maintain back-up electronic files according to the retention requirements established by the Texas State Library in the event that a file needs to be re-transmitted.

3.2 OAG Responsibilities

3.2.1 Access to STRADUS and TXCSES

OAG will work with the SDU Vendor and County to make sure the County obtains the necessary hardware and software. For those counties that do not have internet access, the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.2.2 Reimbursement

3.2.2.1 OAG shall monitor the non-IV-D Disbursement Advice Files forwarded from the County to STRADUS and summarize for monthly reimbursement amounts. The summary will include capturing information on reissued payments for inclusion in the reimbursement amounts.

3.2.2.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.

3.2.2.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. 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. The OAG shall reimburse the County in the amount of One Dollar and 34/100 Dollars (\$1.34) per disbursement. The 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 to:

Contract Manager for Local Disbursement, Local Customer
Service and State Case Registry Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

3.2.2.4 If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County working days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG shall review

the returned voucher. If the dispute is resolved in the County's favor, the OAG shall make payment as set forth in the immediately preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

- 3.2.2.5 Any funds shortage revealed by the County's daily reconciliation of funds received by the County's financial institution with the disbursement file received by the County from the SDU Vendor will be made up by the OAG; provided that the shortage was due to SDU Vendor, OAG, or Texas State Treasury error and the shortage was reported to the OAG in accordance with the requirements of the Deposit Procedures Section above. The OAG will also reimburse the County for County payment of any fees/and or penalties assessed by the County's financial institution due to such shortage. Any funds shortage make up and reimbursement for fees/and or penalties will be made to the County within two (2) OAG work days after OAG determination that County is due same. In no event will such determination exceed two (2) OAG work days.

3.2.3 Limitation of OAG Liability

- 3.2.3.1 The OAG shall be liable only for contract -associated costs incurred after commencement of this Contract and before termination of this Contract.
- 3.2.3.2 The OAG may decline to reimburse any Allowable 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.
- 3.2.3.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to County which the 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.
- 3.2.3.4 The OAG shall not be liable to reimburse the County if the County fails to comply with the Daily Recording, Deposit Procedures, and/or Electronic Transmittal Procedures Sections above in accordance with the requirements of those sections.

4 LOCAL CUSTOMER SERVICE

4.1 County Responsibilities

4.1.1 Accessing STRADUS and TXCSES

4.1.1.1 Work with the SDU Vendor and the OAG to acquire the necessary hardware and software to access the STRADUS web server and TXCSES. The STRADUS web server is the designated SDU Vendor database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the SDU Vendor and the OAG to obtain the database access required. County is responsible for connecting the hardware to its own County network.

4.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the SDU Vendor.

4.1.1.3 County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4.1.2 County Customer Service Unit Resources and Services

4.1.2.1 County shall provide the resources necessary to accomplish the following services: 1) research non-IV-D payments that should have been, but were not received by the SDU; 2) research unidentified or undistributed collections; 3) handle inquiries on (including any necessary research) and receive information about non-IV-D child support cases where child support payments are remitted to the SDU. Resources (as used in this section) include, but are not limited to, personnel, office space, equipment, and phones and incoming phone lines. "Inquiries" as used in this section include but are not limited to, e-mail, letters, phone calls, facsimiles, or walk-ins.

- 4.1.2.2 The number of County staff necessary for adequate handling of Customer Service Unit Activities shall be trained on SDU and TXCSES systems as mutually agreed to by the County and OAG.

4.1.3 Customer Service Unit Activities

- 4.1.3.1 County shall track and make available, upon request of OAG, documentation regarding the inquiries received. County shall document, at a minimum, the following information: the name of the person handling the inquiry, the name of the person making the inquiry, OAG case number and/or court cause number, NCP name, CP name, date of inquiry, and customer service activity performed, e.g., updates, payments researched, unidentified payment, payment not received. County may, at County option, track and document inquiries received on STRADUS using direct data entry. In any case County shall report to STRADUS (by direct data entry or electronic file) that it received and has worked/is working a request for assistance and the OAG case number and/or court cause number.
- 4.1.3.2 County shall enter updates on STRADUS for new information provided by CP, NCP, employer, etc. County shall follow agreed upon procedures when accepting changes to case information that will ensure data integrity, e.g., procedures to properly identify the caller.
- 4.1.3.3 County shall perform the Customer Service Unit services using the following guidelines:

Respond to written inquiries within five (5) County work days, take action on information received within three (3) County work days, document case record of action or information received at time of receipt, follow up to a telephone inquiry within three (3) County work days, return phone calls within three (3) County work days, see a customer the same day or schedule appointment within three (3) County work days of request.
- 4.1.3.4 County shall work with the OAG to develop processes and procedures for forwarding inquiries between the County, the OAG, and the SDU Vendor where necessary, e.g., misdirected inquiries. The County and the OAG will also work to develop customer outreach information regarding the provision of customer service by the OAG, SDU Vendor and County.

- 4.1.3.5 County shall maintain a log of customer service complaint calls. The log shall identify the complainant, the nature of the customer service complaint, the name of the person taking the customer service complaint, action taken on the customer service complaint, OAG case number and/or court cause number, NCP name, CP name, and date and time of the customer service complaint. County shall provide the log to the OAG monthly.
- 4.1.3.6 County shall establish a quality assurance monitoring system that will provide to the OAG sufficient information for evaluating the local customer service performance. Quality assurance monitoring performed by the County shall be developed in cooperation with the OAG.

4.2 OAG Responsibilities

4.2.1 Access to STRADUS and TXCSES

OAG will work with the SDU Vendor and County to make sure the County obtains the necessary hardware and software. For those counties that do not have internet access the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4.2.2 Reimbursement

- 4.2.2.1 OAG shall monitor County STRADUS Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.
- 4.2.2.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.
- 4.2.2.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. 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. The 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 to:

Contract Manager for Local Disbursement, Local
Customer Service and State Case Registry
Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

4.2.2.4 The OAG shall be financially liable to the County for the federal share of the County's contract associated cost. Federal share means the portion of the 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%. The County agrees that for the purposes of this contract all of the County's contract associated costs for any given calendar month is equal to the number of inquiries handled during the calendar month multiplied by a per inquiry fee of \$2.995 per inquiry. Thus: (Calendar Month Inquiries Handled) (\$2.995) (Federal Share) = OAG Liability. For the purpose of this subsection inquiry means one incoming request for assistance (as described in the County Customer Service Unit Resources and Services section above) not the number of out-going calls or efforts needed to resolve the inquiry.

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

4.2.3 Limitation of OAG Liability

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

4.2.3.2 The OAG shall not be liable for any cost associated with the development and/or operation of a County Interactive Voice Response System.

- 4.2.3.3 The OAG may decline to reimburse Allowable 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.
- 4.2.3.4 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to County which the 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.
- 4.2.3.5 The OAG shall not be liable for reimbursing the County if the County fails to comply with the County Customer Service Unit Resources and Services and/or the Customer Service Unit Activities Sections above in accordance with the requirements of those sections.

5 STATE CASE REGISTRY

5.1 County Responsibilities

5.1.1 Accessing STRADUS and TXCSES

- 5.1.1.1 Work with the SDU Vendor and the OAG to acquire the necessary hardware and software to access the STRADUS web server and TXCSES. The STRADUS web server is the designated SDU Vendor database to house data files. TXCSES is the OAG database to house the Title IV-D case and payment related files. County will work with the SDU Vendor and the OAG to obtain the database access required. County is responsible for connecting the hardware to its own network
- 5.1.1.2 County must make necessary programming changes to its own automated child support system to accomplish the state case registry service activities in this contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the SDU Vendor.
- 5.1.1.3 County is responsible for all the necessary phone lines. For those counties that do not have internet access, the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.2 State Case Registry Activities

- 5.2.1 County shall provide to STRADUS new and modified court orders entered after the effective date of the Contract for Non-IV-D court order information relating to Suits Affecting the Parent-Child Relationship.
- 5.2.2 County shall use the original court ordered documents to obtain the relevant information for entry to the STRADUS system.
- 5.2.3 County must provide the following data elements:
 - 5.2.3.1 participant type (dependent, custodial parent , non-custodial parent)
 - 5.2.3.2 family violence indicator
 - 5.2.3.3 name of each participant (last and first)
 - 5.2.3.4 sex code for each participant
 - 5.2.3.5 social security number and/or date of birth for each participant
 - 5.2.3.6 cause number
 - 5.2.3.7 cause county code
 - 5.2.3.8 start date of cause
 - 5.2.3.9 address lines 1, 2, and 3, City, State, Zip (custodial parent only)
- 5.2.4 Other data elements listed in the Lockheed Martin IMS Interface Control Document Number 21 may be provided at County option. A copy of the Interface Control Document will be provided upon County request.
- 5.2.5 County shall provide data elements information updates to the STRADUS system for non-IV-D court orders signed on or after October 1, 1998.
- 5.2.6 County shall provide new order information within five (5) working days of entry.
- 5.2.7 County shall provide update order information within five (5) working days of receipt.
- 5.2.8 County shall provide new and updated order information via electronic file from the county automated system or perform the data entry directly onto STRADUS. The County will be provided the computer file specifications and format to enable the County to provide the electronic file information in the manner required by the STRADUS server. If these specifications change during the term of the contract, replacement specifications will be forwarded to the County. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for STRADUS server processing.

- 5.2.9 In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of the failed transmission or production of an unprocessable file.
- 5.2.10 County shall maintain back-up electronic files according to the retention requirements established by the Texas State Library in the event that a file needs to be retransmitted.

5.3 OAG Responsibilities

5.3.1 Access to STRADUS and TXCSES

OAG will work with the SDU Vendor and County to make sure the County obtains the necessary hardware and software. For those counties that do not have internet access the OAG will ensure that the SDU Vendor establishes internet service. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

5.3.2 Reimbursement

- 5.3.2.1 OAG shall monitor County STRADUS State Case Registry activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.
- 5.3.2.2 OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.
- 5.3.2.3 If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. 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. The 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 to:

Contract Manager for Local Disbursement, Local
Customer Service and State Case Registry
Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

5.3.2.4 The OAG shall be financially liable to the County for the federal share of the County's contract associated cost. Federal share means the portion of the 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%. The County agrees that for the purposes of this contract all of the County's contract associated costs for any given calendar month is equal to the number of new and modified Non-IV-D Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Non-IV-D Court Order fee of \$11.83 per new and modified Non-IV-D Court Order plus the number of Non-IV-D Court Orders updated during the calendar month multiplied by a per Non-IV-D Court Order updated fee of \$2.995 per Non-IV-D Court Order updated. Thus: $[(\text{Calendar Month new and modified Non-IV-D Court Orders provided} \times \$11.83) + (\text{Calendar Month Non-IV-D Court Orders updated} \times \$2.995)] \times \text{Federal Share} = \text{OAG Liability}$.

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

5.3.3 Limitation of OAG Liability

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

- 5.3.3.2 The OAG may decline to reimburse Allowable 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.
- 5.3.3.3 County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the 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.
- 5.3.3.4 The OAG shall not be liable to reimburse the County if the County fails to comply with the State Case Registry Activities Section above in accordance with the requirements of that section.
- 5.3.3.5 The OAG shall not be liable to reimburse the County for information correcting erroneous information previously provided by the County.

6 GENERAL REQUIREMENTS

6.1 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.

6.1.1 County

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

The Honorable Bonnie J. Wolbrueck (or her successor in office)
District Clerk, Williamson County
P.O. Box 24
Georgetown, Texas 78627

6.1.2 OAG

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

Cynthia Bryant (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

With copies to:

Kathy Shafer (or her successor in office)
Deputy General Counsel, Child Support Division
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

6.2 Inspections, Monitoring and Audits

The OAG may monitor and/or conduct fiscal and/or program audits of the County's program performance at reasonable times. County shall provide physical access without prior notice to all sites used for performance of service under this contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability.

6.3 Audit Provisions

In order to comply with the monitoring and auditing requirements governing this Contract, the County is considered a subrecipient of federal pass-through funds under the Catalog of Federal Domestic Assistance (CFDA) Number 93.563, "Child Support Enforcement-Title IV-D." All accounting records should identify the source of the funds received by the County under this Contract as Title IV-D funds passed through from the OAG. Funds received pursuant to this Contract shall be audited in accordance with OMB Circular A-133 by the County's independent auditor. County will give OAG a copy of the entire auditor's report and management letter within sixty (60) days of the completion of the audit.

6.4 Reimbursement of Audit Penalty

If funds are disallowed as a result of an audit finding contained in an audit (by County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the OAG may recoup its loss by withholding funds payable under this contract to the extent of the loss incurred by the OAG.

7 TERMS AND CONDITIONS

7.1 Assignment

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.

7.2 Liaison

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

7.3 Subcontracting

It is contemplated by the parties hereto that County shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this contract.

7.4 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 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 provided by this Contract. County shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. 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."

7.5 Immigration Reform and Control Act of 1986

County shall comply with the provisions of the Immigration Reform and Control Act of 1986, 100 Stat. 3359, by verifying the identity and authorization to work in the United States of its employees assigned to this Contract at any time during the term of this Contract.

7.6 Environmental Protection

County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. Section 1251 *et seq.*).

7.7 Certain Disclosures Concerning Lobbying

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. County must submit the Certification Regarding Lobbying included with this Contract (Attachment E). This certification certifies that the 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. Section 1352. It also certifies that the 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.

7.8 Compliance With Law, Policy and Procedure

County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy and procedure and all state and federal laws, rules and regulations. County shall assure, with respect to County's performances, that the OAG is able to meet the OAG's obligations in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended.

7.9 Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (as further described below). OAG will not be in default for nonpayment under this contract if such appropriated funds or federal funds are not available to OAG for payment of OAG's obligations under this contract. In such event OAG will promptly notify the County, and the contract shall terminate simultaneous with the termination of either appropriated funds or federal funds. Upon termination of the contract the OAG will discontinue payment hereunder.

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, the OAG shall promptly notify county of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder.

7.10 Termination

Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Disbursement services must also continue to contract to provide Local Customer Service services and a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

In the event of termination, said termination occurring for any reason, the County shall work with the OAG for a period of one hundred eighty (180) calendar days following the

effective date of such termination to ensure that there will be no interruption of services to families.

7.11 News Releases or Pronouncements

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

7.12 Date Standard

Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

7.13 Changes in the Law

Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

7.14 Amendments

Any changes to this Contract, except those changes so designated in this Contract, shall be in writing and executed by both parties to this Contract.

7.15 Headings

The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

7.16 Dispute Resolution Process for County Breach of Contract Claim

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

- 7.16.2 County's claim for breach of this 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, the County shall submit written notice, as required by subchapter B, to the Deputy Attorney General For Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said 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 OAG and the County otherwise entitled to notice under this contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 7.16.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.
- 7.16.4 Compliance with the contested case process provided in subchapter C 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 the OAG nor any other conduct of any representative of the OAG relating to the contract shall be considered a waiver of sovereign immunity to suit.
- 7.16.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 7.16.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

7.17 Security and Confidentiality

7.17.1 Security and Confidentiality

General

County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 6-2000) and §231.108 of the Texas Family Code, each

as currently written or as may be amended, revised or enacted. Should County, its officials or one of its employees make any unauthorized inspection(s) or disclosure(s) of information, this Contract may be immediately terminated by the OAG. County will take care not to disclose information provided by OAG including particularly to any legislative body (local, state or federal) which could tend to identify such applicants or recipients of financial or other assistance or support enforcement services pursuant to the Federal Social Security Act of 1935, as amended. No electronic list or mailing list of recipients of services shall be created, distributed, or used. Payment history information may not be disclosed or provided to anyone other than the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, or a person authorized by the custodial or non-custodial parent to have the payment history information. Payment history information may be disclosed and/or provided to a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. The payment history screen and any other screen that contains Internal Revenue Service information (FTI) shall only be printed in order to provide payment history information to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child. County stipulates that all non IV-D and/or IV-D information is confidential and County agrees that it shall use and/or release non IV-D and/or IV-D case information under the circumstances limited to this Contract.

7.17.2 IRS Information

County shall have limited access to certain information that is from the Internal Revenue Service. Under the Internal Revenue Code, this information is considered Federal tax return information, for which unauthorized access or disclosure carries civil and criminal penalties, more specifically described later in this Contract and the attachments hereto. Therefore in performance of this Contract, County agrees to comply and assume responsibility for compliance by its officials, employees, and subcontractors with the following requirements:

7.17.2.1 All work shall be performed under the supervision of County officials or County's responsible employees.

7.17.2.2 Any return or return information made available shall be used only for the purposes 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 the Contract.

Inspection by or disclosure to anyone other than an official or employee of County (or as provided above for payment history information) shall require prior written approval by the OAG and the Internal Revenue Service. Requests to make such inspections or disclosures should be made in writing to both the OAG liaison and the IRS Disclosure Officer, Department of the Treasury, 300 E. Eighth Street, Austin, TX 78701.

- 7.17.2.3 Should a person (County or subcontractor) or one of his/her officials/officers or employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, this Contract may be immediately terminated by the OAG.
- 7.17.2.4 Each official or employee of any person at any tier to whom return information is or may be disclosed shall be notified in writing by the person that returns or return information disclosed to such official 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 five years, or both, together with the costs of prosecution. Such person shall also notify each such official or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the official or employee in an amount not less than \$1,000 with respect to each instance or unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR §301.6103(n).
- 7.17.2.5 Each official 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 and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with costs of prosecution. Such person shall also notify each such official and employee that any such inspection of returns or returns information may also result in an award of civil damages against the official or employees in an amount equal to the

sum of the greater of \$1,000.00 for each act of unauthorized inspection 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 plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

7.17.2.6 Additionally, it is incumbent upon County to inform its officers subcontractors 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. §552(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 so 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.

7.17.2.7 The IRS and/or the OAG shall have the right to send its officers and employees, unannounced, into the offices and places of business of County and its subcontractors 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 County or its subcontractors are found to be noncompliant with security information safeguards.

7.17.3 Limited Use Or Release Of Information

Information provided by the OAG to County through access to STRADUS and/or TXCSES shall be used only for the purposes of carrying out the provisions of this Contract. Inspection by or disclosure of any non IV-D and/or IV-D case information to anyone other than an official or employee of County or the OAG, other than for the purposes of carrying out, and in accordance with, the provisions of this Contract, shall require prior written approval of the OAG and, where appropriate, the IRS.

7.17.4 Protection Of Information

7.17.4.1 Information 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, restricted areas, locked rooms, locked buildings, identification systems and control measures, 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, access logs, and badges.

7.17.4.2 Whenever possible, computer operations must be in a secure area with restricted access. 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 that is practical. The following security requirements shall be met for FTI. All FTI shall be locked up when not in use. Tape reels, disks or other magnetic media shall be labeled as FTI data when they contain such information. Such labeled magnetic media shall be kept in a secured area under the immediate protection and control of an authorized employee or locked up. When not in use, they shall be promptly returned to a proper storage area/container.

7.17.5 Security Agreements And Training

7.17.5.1 County shall ensure that all persons having access to information obtained from STRADUS and/or TXCSES are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Annual reorientation sessions shall be conducted to ensure that all appropriate employees and subcontractors remain alert to all security requirements.

7.17.5.2 County agrees that it will annually provide its employees, and when applicable its subcontractors, with such security statements or revised security statements and forms as deemed appropriate by the OAG. County shall promptly return said form with original signatures to OAG Information Resources (IR) Division. County personnel, and when applicable its subcontractors, shall only be granted access to STRADUS and/or TXCSES after they have received all required security training, read the OAG Information Security Policy Manual (Attachment A), signed the acknowledgment and read and signed the

OAG Statement of Responsibility (Attachment B) and County has given the signed original Statement of Responsibility form to OAG IR Division.

7.17.5.3 County agrees that it will annually provide its employees, and when applicable its subcontractors, with the IRS notification form and return said form with original signatures to OAG IR Division. The current version of the form is provided at Attachment C. Should the form be revised the OAG shall provide County with a copy of the revised form. The IRS notification form for an employee, and when applicable its subcontractors, must be on file with the OAG IR Division prior to the employee or subcontractor accessing STRADUS and/or TXCSES. Additionally County agrees to post promptly in all work areas the IRS notice contained in Attachment D.

7.17.6 Survival Of Provision

The obligations of County under this Security and Confidentiality provision shall survive this Contract.

7.17.7 Inclusion in all Subcontracts

The requirements of this Security and Confidentiality provision shall be included in all subcontracts.

7.18 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 Williamson County. All payments under this Contract shall be due and payable in Travis County, Texas.

7.19 Entire Contract


This instrument constitutes the entire Contract between the parties hereto, and all oral or written contract between the parties 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

THIS CONTRACT IS HEREBY ACCEPTED

**OFFICE OF THE ATTORNEY
GENERAL**

WILLIAMSON COUNTY

Cynthia Bryant
Deputy Attorney General for Child Support



The Honorable John C. Doerfler
County Judge, Williamson County



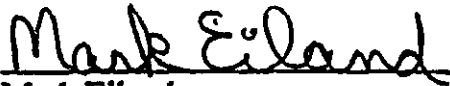
Information Security Policy Manual



OFFICE OF THE ATTORNEY GENERAL - STATE OF TEXAS
JOHN CORNYN

CONCURRENT STATEMENT

We endorse this document and will enforce the policies within.



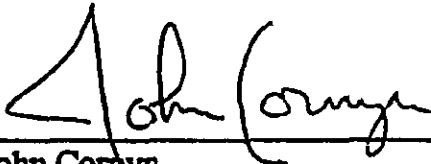
Mark Eiland
Information Resource Manager

Date: 7/12/99



Andy Taylor
First Assistant Attorney General

Date: 7/4/99



John Cornyn
Attorney General

Date: 7/5/99

June, 1999

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0. Executive Summary

The Office of Attorney General [OAG] has a commitment to the citizens of Texas to ensure that the information entrusted to them will be reasonably secure and protected. Unauthorized use of any kind must not be tolerated and such use should be punishable to the fullest extent of the law. An effective information security program takes a lot of work, commitment and cooperation among the employees of OAG. We are all involved in the well-being of this strategic effort. The Information Security Officer for your division (i.e., CSD or A&L) may be contacted for further information as required.

Purpose

The intent of the *OAG Information Security Policy Manual* is threefold:

- 2) comprehensive documentation of the current information security and contingency planning policies as determined by management;
- 3) education for the users on the proper usage of OAG information assets; and
- 4) legal ramifications of the misuse of information assets.

The Challenging OAG Environment

Information asset protection and contingency planning are becoming two of the more complex challenges of the modern automated environment. Our automation systems consist of large central databases, over one hundred (100) Local Area Networks (LAN) and one of the largest Wide Area Networks (WAN) in the State of Texas. Our network is now tied to the Internet, and other State and federal agencies as required.

Information Asset Protection and Disclosure

As technology becomes more prolific, the chance of OAG information assets becoming destroyed, modified or disclosed, either intentionally or inadvertently, becomes more prevalent. The Texas Administrative Code I TAC 201.13 (b) indicates a required classification and ownership methodology under the Texas Public Information Act.

Security Awareness Program

A comprehensive security awareness program has been established for all OAG personnel. It is incumbent upon each OAG employee, consultant or contractor to be familiar with the *Information Security Policy Manual* and associated procedures in his or her respective area.

Contingency Planning

Finally, the OAG is charged with providing a comprehensive contingency plan and disaster recovery procedures for all data center, and field operations. Information security "ownership," classification, access and controls, resulting risk assessment and criticality analyses are used as a basis for business resumption planning.

1.0 Policy

1.1 Program Policy:

Information and information resources residing in the Office of the Attorney General (OAG) are strategic and vital assets belonging to the people of Texas. These assets require a degree of protection commensurate with their value. Measures will be taken to protect these assets against accidental or unauthorized disclosure, modification or destruction, as well as to assure the security, reliability, integrity and availability of information.

1.2 Scope of Policy:

This policy applies to all information resources that are used by or for the OAG. It applies to information processing systems throughout their life cycle. This policy also applies to all users (manager, employees, contractors, etc.) of OAG information assets.

1.3 Issue-Specific Policy:

The following are the policies that cover specific issues as they relate to the security of information within the OAG.

1.3.1 Use of OAG Information Resources:

State information resources will be used only for official State purposes. Compliance with this policy will be monitored via periodic maintenance, scheduled and random audits. The individual user of OAG information resources shall have no expectation of privacy for information contained within or processed by an OAG information resource.

1.3.2 Classification of Information (Data) Assets:

All information processed by or for the OAG is of value and therefore will be classified. The OAG has three levels of data classification. They are confidential, sensitive and unclassified. Further detailed descriptions of these classifications can be found in the "Information Classifications" section of the Information Security Procedure Manual.

1.3.3 Information Asset Protection:

Information which is confidential or sensitive will be protected from unauthorized access or modification. Data which is essential to critical State functions must be protected from loss, contamination or destruction. The expense of security safeguards will be appropriate to the value of the assets being protected.

1.3.4 Access to OAG Information Assets:

Access to OAG information resources must be strictly controlled. State law requires that State owned information resources be used only for official State purposes. Read access to OAG information is on a need-to-know basis. When access by the user requires the use of a password, or other security measure, that security measure must be kept confidential by the intended user.

1.3.5 Data Integrity:

The integrity of data, its source, its destination and processes applied to it must be assured. The creation or modification of OAG information may only be performed by authorized personnel. Each user will be individually accountable for his/her actions when handling, processing, or otherwise using OAG information.

1.3.6 E-Mail:

Electronic mail (e-mail) is a form of communication which uses information assets. However, as with the use of phones (excluding long distance) employees may use the e-mail system for communicating with OAG employees on non official business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.7 Copyright:

OAG information assets shall not be used to produce illegal copies of copyrighted information. Illegal copies of software shall not be loaded or executed on OAG information systems. Regular audits will be conducted to search for unauthorized software installed on machines.

1.3.8 Personal Hardware and Software:

No personal programs of any kind are to be loaded onto any State computer. Hardware provided by the user may not be used at the OAG or connected to the OAG's networks.

1.3.9 Shareware and Freeware:

Shareware and freeware will not be loaded or otherwise used on OAG systems unless specifically approved by the Information Resource Manager.

1.3.10 Asset Protection:

Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. The protection of

information assets is a management responsibility. All managers should be involved in the security awareness program and should actively promote security awareness among their staff and enforce OAG policies and procedures.

1.3.11 Voice/Phone Mail:

Voice or phone mail is a form of communication which uses information assets. However, employees may use the voice mail system for communicating with other OAG employees and personal business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.12 Data Encryption and Key Management:

It is not a requirement at this time for agencies to use data encryption techniques for storage and transmission of data. However, those agencies who choose to employ data encryption shall adopt the data encryption standard, also referred to as the DES algorithm, which is defined in the Federal Information Processing Standard Publication 46-2 (FIPS PUB 46-2). Any use of encryption by OAG staff must be approved in advance by their Division Director. For systems employing encryption as described, procedures shall be prescribed for secure handling, distribution, storage and construction of DES key variables used for encryption and decryption. Protection of the key shall be at least as stringent as the protection required for the information encrypted with the key. Copies of the FIPS PUB 46-2 are available from the Information Security Officer (ISO).

1.3.13 Security Awareness:

The OAG will provide an ongoing awareness and training program in information security and in the protection of State information resources for all personnel whose duties bring them into contact with confidential or sensitive data. New employee orientation will be used to establish security awareness and inform new employees and contractors information security policies and procedures. Information security programs must be responsive and adaptable to changing vulnerabilities and technologies affecting State information resources.

1.3.14 Risk Analysis and Risk Management:

Risks to information resources must be managed. The OAG will perform a comprehensive risk analysis of all information processing systems on a periodic basis. Risk analysis results will be presented to the owner of the information resource for risk management.

1.3.15 Contingency Planning:

All information resources determined by agency management to be essential to the agency's critical mission and functions, shall have a written and cost-effective contingency plan. The contingency plan shall be tested and updated annually to assure that it is valid and current. Backups of data and software will be maintained to mitigate the impact of such a disaster. A disaster declaration will be issued by the Attorney General in the event that a disaster destroys or makes inoperable a significant portion of the processing capability of the OAG. This declaration will authorize the Information Resource Manager to make timely decisions in the recovery of the information assets.

1.3.16 Termination and Transfers:

Computer user identifications (User ID's) for employees that have terminated employment with the OAG must be removed from the computer system immediately following termination notification. If the agency is terminating the employee, the ID should be removed prior to or at the same time of the employee being notified of the termination. For employees transferring to another position and/or section within the OAG, the user ID should also be removed immediately.

1.3.17 Bulletin Board Access:

Users of OAG information assets are authorized to access electronic bulletin boards in performance of their duties, but they remain responsible for ensuring that all security precautions and policies are followed. Policies 1.3.6 & 1.3.7 on personal software and freeware and shareware still apply to anything that is downloaded from bulletin boards (including Texas State bulletin boards).

1.3.18 Internet Policy:

The OAG has provided e-mail access to the Internet for all employees. Employees should use caution and are responsible for his or her actions when using this medium. Web browser access should be limited to those areas relevant to your job functions. Web access to non-job related sites represents an unauthorized use of government time, property and facilities. Employees violating this policy are subject to disciplinary action, up to and including dismissal from the Agency.

CAVEAT: The OAG has implemented reasonable security measures to protect staff when using the Internet. However, the OAG cannot guarantee the security when using this system. Therefore, confidential and sensitive information will not be transferred using this medium.

1.3.19 Passwords:

Systems which use passwords, shall follow the OAG guidelines based upon the federal standard on password usage contained in the Federal Information Processing Standard Publications 112 (FIPS PUB 112), which specifies minimum criteria and provides guidance for selecting additional password security criteria, when appropriate. Copies of FIPS PUB 112 are available from the Information Security Officer. Disclosure of an individual's password or use of an unauthorized password or access device may be punishable under both State and Federal law.

1.3.20 Security Breaches:

Any event which results in loss, disclosure, unauthorized modification, or unauthorized destruction of information resources constitutes a security incident or breach. Users should report any security breaches immediately to the ISO, who will promptly investigate the incident. If criminal action is suspected, the agency must contact the appropriate local law enforcement and investigative authorities immediately.

1.3.21 Data Communications Systems:

Network resources (LAN-WAN-Mainframe) that access confidential or sensitive information will assume the security level of that information for the duration of the session. All network components under State control must be identified and restricted to their intended use.

1.3.22 Dial-up Access:


For services other than those authorized for the public, authorized users of dial-up access shall be positively and uniquely identifiable and their identity authenticated to the systems being accessed.

1.3.23 User Identification:

Except for public users of systems where such access is authorized, or for situations where risk analysis demonstrates no need for individual accountability of users, each user of a multiple-user automated system shall be assigned a unique personal identifier or user identification.

1.3.24 Warning Statements:

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- 
- (i) unauthorized use is prohibited;
 - (ii) usage may be subject to security testing and monitoring; and
 - (iii) abuse is subject to criminal prosecution.

1.3.25 System Development and Testing:

Security needs must be considered and addressed in all phases of development or acquisition of new information processing systems. Test functions shall be kept either physically or logically separate from production functions.

1.3.26 Statement of Responsibility:

All OAG personnel shall be required to provide written acknowledgment that they have received, read and understand the Information Security Policy Manual.

1.3.27 Automatic Suspension / Deletion of User ID's:

Mainframe, LAN and Remote Access ID's will be monitored for usage. Unused ID's pose a security threat and will be subject to suspension after 30 days and deletion after 60 days, without notice to the user.

1.3.28 Physical Security:

Management reviews of physical security measures will be conducted annually, and when significant modifications are made to the facilities or security procedures. Physical access to mainframe computer and file server rooms will be restricted to authorized personnel. Authorized visitors will be required to record their visits via a sign-in / sign-out log.

1.3.29 Positions of Special Trust:

The OAG will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities.

ATTACHMENT B

TxCSDU STRADUS WEB-AUTOMATED COMPUTER SYSTEM ACCESS
STATEMENT OF RESPONSIBILITY

Name	Agency, County or Company Employed By
Position	
Work Location (City)	Work Location (County)

General Information: All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements: I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSDU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the TxCSDU IV-D program and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution, under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the OAG Contract Manager or the Contract Manager designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

By signing this statement I certify that I:

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

SIGNATURE: _____

John C. Daerfler

DATE: 5-20-03



OFFICE OF THE ATTORNEY GENERAL · STATE OF TEXAS
JOHN CORNYN

Attachment C

IRS INFORMATION DISCLOSURE LIMITATIONS

It is unlawful for any person willfully to disclose, print, or publish, except as authorized, any Federal return or return information, or any information therefrom. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent disclosure of such information plus in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

It is unlawful for any person willfully to offer any item of material value in exchange for any return or return information and to receive as a result of such solicitation any such return or return information. Such action is punishable by fine up to \$5000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code.

It is unlawful for any person willfully to inspect, except as authorized, any Federal return or return information. Such action is punishable by a fine up to \$1000 or imprisonment up to 1 year, or both, together with the costs of prosecution. See section 7213A of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent inspection of such information plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action.

I acknowledge that I am aware of the above civil and criminal liabilities.

John C. Doerfler
Printed name

John C. Doerfler
Signature

5-20-03
Date

Attachment D

WARNING

DISCLOSURE LIMITATIONS

It is unlawful for any person willfully to disclose, print, or publish, except as authorized, any Federal return or return information, or any information therefrom. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent disclosure of such information plus in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

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Attachment E

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE
ATTORNEY GENERAL OF TEXAS**

PERIOD: March 1, 2003 - August 31, 2003

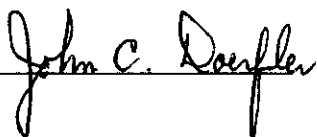
Certification for Contracts, Grants, Loans and Cooperative Agreements

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 any 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.
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Signature



Date

5-20-03

Agency/Organization

Date

AGENDA ITEM 19

Consider approving a Mutual Aid Agreement between Williamson County EMS and the City of Burnet EMS.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve a Mutual Aid Agreement between Williamson County EMS and the City of Burnet EMS.

Vote: 5 - 0

<Attachment>