



**INTEGRATED CHILD SUPPORT SYSTEM
COOPERATIVE AGREEMENT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HARRIS COUNTY**

Contract Number: 22-C0086

1. INTRODUCTION

1.1. Parties

This Cooperative Agreement (the “Contract”) is entered into, by and between the Office of the Attorney General (the “OAG”) and Harris County (the “County”). In this Contract, the OAG and the County may be referred to individually as (a “Party”) or collectively as (the “Parties”).

1.2. Authority to Contract

This Contract is authorized by Sections 231.002 and 231.0011 of the Texas Family Code.

1.3. Purpose

The OAG and the County agree to cooperate to provide comprehensive, effective and efficient child support services for the County Caseload.

1.4. 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.

Term	Definition
ALLOWABLE COSTS	The actual amount of costs incurred that qualify for reimbursement under the federal financial participation provision of Part D, Title IV of the federal Social Security Act (42 U.S.C. §§ 651 et seq.) and 2 CFR 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
CHILD SUPPORT CASE	A collection of people associated with a particular child support order, court hearing, and/or request for IV-D services. This may include a Custodial Parent or Custodial Person (CP), a dependent(s), and a Non-Custodial Parent (NCP), a Presumed Father (PF) and/or other associated parties. Every Child Support Case has a unique Case Identification (ID) number and, in addition to names and identifying information about its Members, includes information such as CP and NCP wage data, court order details, and NCP payment history.
COUNTY CASELOAD	A collection of Child Support Cases assigned to the County office.
CONTRACT SERVICES	All activities within the scope of the executed Contract.
COUNTY PERSONNEL	Personnel provided by the County to perform work in the County’s enforcement office, and whose time on the job is dedicated in whole or in part to performing Contract Services. Such personnel may be either County employees or staff provided by private contractors, as the County deems appropriate, but subject to the “Subcontracting Approval Required” section of this Contract.
ICSS	Integrated Child Support System, a cooperative effort established by the OAG pursuant to Chapter 231.0011 of the Texas Family Code.

Term	Definition
ICSS OFFICE	The County office assigned to perform ICSS activities.
OAG	Office of the Attorney General
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” or “TXCSES”.
OAG FIELD OFFICE	A Child Support Division (CSD) office. Includes Enterprise Customer Service Centers (ECSCs), Case Initiation Services (CIS) office, consolidated metro offices, and store front offices located throughout the state.

1.5. Contract Provision Construction

This Contract is the joint work product of the Parties and in the event of any ambiguities no inferences shall be drawn for or against either Party. The language used in this Contract is deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party, regardless of the actual author of the Contract.

2. CONTRACT TERM

The Contract becomes effective on September 1, 2021 and, unless sooner terminated as provided herein, ends on August 31, 2023 (the “Initial Term”). The Contract shall be automatically renewed for three (3) one (1) year terms with the first one (1) year term beginning on September 1, 2023, unless one Party notifies the other in writing of its intention to not renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The Parties agree to be bound, for the Initial Term of the Contract and for any and all renewal terms which the Parties may elect to exercise, by the terms of this Contract, including the County performance of the within described services at the rates specified herein.

3. REQUIREMENTS

3.1. County Obligations

3.1.1. The County shall provide:

- 3.1.1.1. Facilities, office furniture, equipment and supplies as necessary for County Personnel to timely process the County Caseload and to accommodate information system needs, including but not limited to related utility services and physical support.
- 3.1.1.2. County Personnel as necessary to effectively and efficiently administer, including administrative and judicial enforcement of, the County Caseload in compliance with federal data reliability standards and federal and OAG performance measures and requirements.

3.1.2. Caseload Management

- 3.1.2.1. The County shall manage the County Caseload according to federal and state laws, rules and regulations and OAG policies, procedures and requirements (unless the OAG specifically excludes a certain policy or procedure).
- 3.1.2.2. The County shall provide quality customer service.

3.1.2.3. The County may use county-authored forms unless the use of such form(s) would:

- Cause the OAG not to be in compliance with federal and state laws, rules and regulations governing ICSS and child support enforcement.
- Result in the loss of historical data.
- Cause the County not to meet any of the minimum performance standards set forth in this Contract.

3.1.2.3.1. The County may request that the OAG approve variances to OAG-authored legal documents and forms. Such requests shall be made directly to the Regional OAG Legal Forms Committee representative and to the Texas Association of Domestic Relations Offices Legal Forms Committee representative.

3.1.3. General Requirements

3.1.3.1. The County shall allow the OAG to have unannounced access to the County ICSS Office to observe its operations and to perform investigations, audits and reviews of the operations and records of the office as deemed necessary by the OAG to ensure compliance with federal and state requirements, OAG policies and procedures or other written OAG requirements.

3.1.3.2. The County shall work with the OAG Regional Director on a regular basis to evaluate the County's performance of its obligations under this Contract.

3.1.3.3. The County must designate a staff person to act as the ICSS Ombudsman.

3.1.3.3.1. The County ICSS Ombudsman must attend all mandatory Ombudsman trainings, conferences, and meetings, including all mandatory online trainings.

3.1.4. Mandatory OAG-Provided Training, Conferences and Meetings

3.1.4.1. When requested by the OAG, all County Personnel who perform Contract Services must attend OAG-provided training, meetings, and conferences.

3.1.4.2. The County shall ensure that, upon notification by the OAG, all County staff performing Contract Services comply with mandatory OAG training requirements.

3.1.4.3. County attorneys who perform Contract Services must attend the annual Statewide Assistant Attorneys General Conference.

3.1.4.4. The county-designated office manager for the ICSS Office must attend the annual OAG Statewide Managers Meeting.

3.2. **OAG Responsibilities**

3.2.1. Computer Equipment

3.2.1.1. The OAG will purchase, install, and maintain, using OAG funds, computer hardware and related equipment which the OAG and the County deem necessary (not to exceed the standard OAG hardware configuration) for County Personnel to perform Contract Services.

3.2.1.2. The OAG will purchase, install, and maintain computer software and upgrades to OAG procured software which the OAG and the County deem necessary (not to exceed the standard OAG software configurations) for County Personnel to perform Contract Services.

3.2.2. Training

3.2.2.1. The OAG will provide, at OAG expense and discretion, training to County Personnel in the use of the OAG Case Management System and its component

hardware and software. When the OAG determines that it is feasible, training will be conducted locally.

3.2.2.2. The OAG will provide specific technical assistance, training and procedural and policy support as needed to assist County Personnel with ongoing operational issues.

3.2.3. The OAG will make available applicable federal, state, and local rules and procedures to County Personnel and provide updates as appropriate.

3.3. **Access to the OAG Computer System**

The County will request access to the OAG Case Management System for County Personnel who have a business need for such access (“Authorized Users”). Prior to receiving said access, Authorized Users must comply with the “Background Reviews” section of this Contract and complete OAG mandatory training, including Section 10.4 Cybersecurity Training.

3.4. **ICSS Special Projects**

The OAG or the County may identify specific Child Support Cases that may benefit from enhanced enforcement or monitoring (the “Project”) by the County. Upon approval by the OAG, the Parties will collaborate to develop a scope of work for the identified Project. The specific scope of work for each Project will be determined in advance and agreed upon by the Parties.

3.4.1. The County, in its sole discretion, may accept or reject a proposed Project for any reason.

3.4.2. The Parties will work together to develop a Project plan which will include the agreed upon scope of work, specific tasks to be performed by each Party, the timeline for performing the tasks, format of deliverables associated with the tasks (if applicable), and any other matters deemed appropriate.

3.4.2.1. The Project plan will be signed by the OAG assigned Project Manager, the County Contract Manager and the OAG Contract Manager.

3.4.2.2. Signatures on the Project plan demonstrate acceptance of, and agreement to initiate, the Project.

3.4.3. If the Parties determine that the Project impacts Contract funding or performance requirements, the Project will not become effective until the Project plan is incorporated into the Contract by a Contract amendment.

3.5. **Performance Standards and Measures**

3.5.1. Performance Requirements

The County shall comply with all federal and state laws, rules and regulations governing ICSS and child support enforcement programs, including, but not limited to, Chapter 231 of the Texas Family Code, Title IV-D of the federal Social Security Act and OAG policies and procedures (unless the OAG specifically excludes a certain policy or procedure).

3.5.2. Federal Data Reliability Standards

The County shall achieve ninety-five percent (95%) efficiency rating for the completeness, reliability and accuracy of the data that underlie Lines 1, 24, 25, 28 and 29 of OCSE 157, Child Support Enforcement Annual Data Report (https://www.acf.hhs.gov/sites/default/files/documents/ocse/omb_0970_0177.pdf).

3.5.3. Customer Service Standards

The County shall:

3.5.3.1. Document all inquiries in the OAG Case Management System. Documentation shall include a narrative of the inquiry, the action taken to assist the customer, follow-up actions taken and the final result of the inquiry.

3.5.3.2. Respond to written inquiries within ten (10) business days.

- 3.5.3.3. Respond to e-mail inquiries within ten (10) business days.
- 3.5.3.4. Return phone calls within two (2) business days.
- 3.5.3.5. Take action on information received within three (3) business days.
- 3.5.3.6. Document action taken or information received at time of receipt.
- 3.5.3.7. Complete any necessary research within fifteen (15) business days.
- 3.5.3.8. Meet with in-office customers the same day.
- 3.5.3.9. Schedule appointments within three (3) business days of request.

3.5.4. Public Official Inquiry Standards

- 3.5.4.1. The County shall notify the Public Official Section (POS) immediately upon receipt of a Public Official Inquiry. The County, in consultation with the POS, may choose to respond to the inquiry itself or have the POS respond.
- 3.5.4.2. When the POS responds to the inquiry, the County shall provide the following information to the POS:
 - Name of the public official
 - Name and contact information for the public official staff person who made the inquiry
 - Name of the party the elected public official is referencing
 - The OAG case number
 - Reason for the call
- 3.5.4.3. In case of a written inquiry the County shall fax the written inquiry to POS immediately upon receipt.
- 3.5.4.4. The County shall assist POS with resolving the inquiry.
- 3.5.4.5. The County shall complete all tasks assigned by POS to resolve the inquiry within two (2) business days of the date of the e-mail.
- 3.5.4.6. When the County responds to the inquiry
 - The County shall respond to a written inquiry within five (5) business days and to a telephone inquiry the same day if possible.
 - The County must request and receive approval for any written responses prior to forwarding the written response to the public official.
- 3.5.4.7. All correspondence required in this section shall be directed to:

Kathy McMichael (or successor in office)
 Email address: Kathy.McMichael@oag.texas.gov
 FAX: (512) 460-6038

3.5.5. Percentage of Collections on Current Support Due

The County shall collect annually at least the statewide minimum percentage for OAG Field Offices.

3.5.6. Percentage of Cases with Collections on Arrears

The County shall achieve annually at least the statewide minimum percentage for OAG Field Offices.

3.5.7. Quality and Efficiency Standards

The County may qualify to receive an additional payment of up to forty cents (\$0.40) per active case for meeting or exceeding the Quality and Efficiency exceptional standards as set forth in the table below. In order to qualify to receive an additional payment the County must not be in an unsatisfactory performance status, as described in the “Remedies for Unsatisfactory Performance” section of this Contract.

- 3.5.7.1. In order to receive a thirty cent (\$0.30) additional payment the County must meet or exceed the specified exceptional standard for at least eight (8) of the Quality and Efficiency measurements and achieve at least the minimum standard specified for all measurements.
- 3.5.7.2. In order to receive a thirty-five cent (\$0.35) additional payment the County must meet or exceed the specified exceptional standard for at least ten (10) of the Quality and Efficiency measurements and achieve at least the minimum standard specified for all measures.
- 3.5.7.3. In order to qualify for a forty cent (\$0.40) additional payment the County must meet or exceed the specified exceptional standard for all measurements.
- 3.5.7.4. If in any given month a measurement sample contains less than forty-five (45) cases, the score for that measurement will be assumed to be exceptional, regardless of the actual score, pending results of an annual evaluation of the measurement. At the end of the state fiscal year (August), an annual score will be calculated for each measurement with an assumed exceptional score during any month of the state fiscal year. If the annual score does not meet the exceptional standards, any payments made during the fiscal year for assumed exceptional performance will be deducted from the August invoice.
- 3.5.7.5. Quality and Efficiency Definitions and Standards

MEASUREMENT AND CRITERIA	MINIMUM STANDARD	EXCEPTIONAL STANDARD
CASE INITIATION AND ORDER ENTRY All relevant case and member data and order information updated.	Ninety percent (90%) of all cases opened during the month reviewed met criteria within twenty days of case opening.	Ninety-five percent (95%) of all cases opened during the month reviewed met criteria within ten (10) days of case opening.
CASE TRANSFER Transfer case to the appropriate OAG Field Office within seven (7) days of notification of case type change. Exception: If pending legal action exists when case type changes, case will be transferred to the appropriate OAG Field Office within fourteen (14) days of resolution of legal action.	Ninety percent (90%) of all cases that should have been transferred during the month reviewed met criteria.	Ninety-one percent (91%) of all cases that should have been transferred during the month reviewed met criteria.
CASE CLOSURE Cases must be closed with the correct case closure reason code, documentation must be appropriate, and the case must not have been closed before the mandatory wait time.	Ninety-five percent (95%) of all cases that were closed during the month reviewed met the criteria.	Ninety-seven percent (97%) of all cases that were closed during the month reviewed met the criteria.
REVIEW AND ADJUSTMENT Within one hundred eighty (180) calendar days of request for review OR of locating the non-requesting party (whichever occurs later), conduct review and adjust order (by requesting modification), or determine that order should not be adjusted. Provide all parties with modified order within fourteen (14) business days after order entered OR notice that order will not be adjusted within fourteen (14) days of determination.	Ninety-five percent (95%) of all cases with a pending request for review and adjustment during the month reviewed met the criteria.	Ninety-seven percent (97%) of all cases with a pending request for review and adjustment during the month reviewed met the criteria.

MEASUREMENT AND CRITERIA	MINIMUM STANDARD	EXCEPTIONAL STANDARD
<p>LOCATE All appropriate locate resources utilized within seventy-five (75) calendar days of lost locate.</p>	<p>Ninety-five percent (95%) of all cases requiring locate activities during the month reviewed met the criteria.</p>	<p>Ninety-seven percent (97%) of all cases requiring locate activities during the month reviewed met the criteria.</p>
<p>ADMINISTRATIVE INCOME WITHHOLDING Administrative Income Withholding Order issued within two (2) business days of employment verification.</p>	<p>Ninety-five percent (95%) of all cases with new employer information during the month reviewed met the criteria.</p>	<p>Ninety-seven percent (97%) of all cases with new employer information during the month reviewed met the criteria.</p>
<p>ENFORCEMENT Administrative Enforcement action taken within thirty (30) calendar days of delinquency date or verified locate, whichever is later. OR Service completed (or unsuccessful service attempts documented to show diligent effort) within sixty (60) calendar days of delinquency date or verified locate, whichever is later.</p> <p>“Delinquency Date” as used in this cell means thirty (30) days after a missed payment.</p>	<p>Ninety-five percent (95%) of all cases needing enforcement action during the month reviewed met the criteria.</p>	<p>Ninety-seven percent (97%) of all cases needing enforcement action during the month reviewed met the criteria.</p>
<p>EXPEDITED PROCESSES – SIX (6) MONTHS Legal actions completed within six (6) months from the time of successful service on all parties.</p>	<p>Seventy-five percent (75%) of legal actions with successful service during the past eighteen (18) months (including the month reviewed) met the criteria.</p>	<p>Eighty percent (80%) of legal actions with successful service during the past eighteen (18) months (including the month reviewed) met the criteria.</p>
<p>EXPEDITED PROCESSES – TWELVE (12) MONTHS Legal actions completed within twelve (12) months from the time of successful service on all parties.</p>	<p>Ninety percent (90%) of legal actions with successful service during the eleven (11) months prior to the monitoring month met the criteria.</p>	<p>Ninety-two percent (92%) of legal actions with successful service during the eleven (11) months prior to the monitoring month met the criteria.</p>
<p>AFTER COURT ORDER ENTRY All subsequent orders entered into the OAG Case Management System within seven (7) days of the resolved date (as entered on the OAG Case Management System).</p>	<p>Eighty-five percent (85%) of all subsequent orders entered into TXCSES during the month reviewed met the criteria.</p>	<p>Ninety percent (90%) of all subsequent orders entered into TXCSES during the month reviewed met the criteria.</p>
<p>SUCCESSFUL DISPOSITION Legal filings successfully disposed within one (1) year of filing.</p> <p>“Successful disposition” for this purpose is defined as a final, temporary or interim order obtained or a capias issued. A nonsuit or dismissal without prejudice is not considered a successful disposition.</p>	<p>Seventy-five percent (75%) of legal actions filed during the past eighteen (18) months (including the month reviewed) met the criteria.</p>	<p>Eighty percent (80%) of legal actions filed during the past eighteen (18) months (including the month reviewed) met the criteria.</p>

MEASUREMENT AND CRITERIA	MINIMUM STANDARD	EXCEPTIONAL STANDARD
<p>SERVICE RATE Successful service of process on all parties within six (6) months of filing.</p> <p>Successful service can be via personal service, substitute service, waiver of service, publication or personal appearance.</p>	<p>Seventy-five percent (75%) of all service of process issued during the past twelve (12) months (including the month reviewed) met the criteria.</p>	<p>Eighty percent (80%) of all service of process issued during the past twelve (12) months (including the month reviewed) met the criteria.</p>

3.5.7.5.1. The OAG, at its discretion, may reduce or waive any performance standards and measurements.

3.5.7.5.2. If, in a given month, the OAG determines that the County is unable to timely perform a task in the “Quality and Efficiency Definitions and Standards” section above, due to technical issues for which the OAG is responsible, the OAG may waive the standards for that measure. The OAG is solely responsible for the determination.

3.5.8. Challenge Goals

The OAG challenges its field offices, in their pursuit of excellence, to continually improve their performance, which in turn improves the overall performance of the Program and service to the children of Texas. The County agrees to participate in this challenge and use its best efforts to meet or exceed each of the goals as described below.

3.5.9. Annual Disbursement Goal

The standard for this category shall be disbursement of at least the amount designated by the Regional Director at the beginning of each state fiscal year as the County office’s annual disbursement goal. The Regional Director shall inform the County office of the amount designated as its annual disbursement goal on or before September 30 of the state fiscal year. The designated percentage shall be calculated by the OAG using a standardized formula.

3.5.10. Annual Medical Support Disbursement Goal

The standard for this category shall be disbursement of at least the amount designated by the Regional Director at the beginning of each state fiscal year as the County office’s annual medical support disbursement goal. The Regional Director shall inform the County office of the amount designated as its annual medical support disbursement goal on or before September 30 of the state fiscal year. The designated percentage shall be calculated by the OAG using a standardized formula.

3.6. **General Requirements**

3.6.1. Procedures for Handling of Money

The County shall institute or continue to require, throughout the term of this Contract, fiscal procedures which separate the cash handling and accounting functions. These procedures shall, at a minimum, comply with the requirements of 45 C.F.R. §302.20 and with other federal and state requirements for cash handling and accounting.

3.6.2. Use of IV-D Resources

All materials, property, personnel or services provided by the OAG shall be used by the County exclusively to perform IV-D Contract Services under this Contract.

3.6.3. Supervision of Staff

County staff and other County-provided personnel, including but not limited to private contractors retained by the County, are under the direction and supervision of the County. The purpose of contacts between OAG employees and County staff is

communication, technical and operational assistance and overall Contract monitoring, and not for the purpose of supervision of the work of County Personnel.

3.6.4. Property Management, Accountability and Maintenance

- 3.6.4.1. All equipment provided by the OAG under this Contract (including but not limited to personal computers, hardware, peripheral devices, and software) shall remain the property of the OAG and all titles and rights remain with the OAG. Prior to installation of OAG equipment, the County shall verify the asset information listed on the OAG Interdepartmental Equipment Transfer (IDET) form (*Attachment One*; incorporated herein and made a part hereof), provide the OAG with the physical address and actual location of each piece of OAG provided equipment, and acknowledge the County's receipt, as well as, fiduciary and pecuniary responsibility with its signature. Forms shall be returned, with original signature, to the OAG Property Manager. On a monthly basis, the County shall verify an OAG provided listing of all OAG inventoried equipment and return the verified report to the OAG Property Manager. The County shall designate a custodian for the equipment and respond to all OAG inventory and custodian verification requests within five (5) business days of receipt of the request. In the event that the physical address or actual location of any piece of equipment changes, the County agrees to provide the new physical address or new actual location to the OAG within fifteen (15) calendar days.
- 3.6.4.2. The County shall maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. In the case of equipment with an OAG inventory tag, the County shall have each person provided with such equipment complete an Acknowledgment of Custodianship of Office of the Attorney General Equipment form (*Attachment Two*; incorporated herein and made a part hereof). Forms shall be returned to the OAG Property Manager. The County shall report any loss, damage or theft of the equipment to the OAG within one (1) business day of discovery of same. The County shall be liable for any loss, damage or theft of the equipment due to the negligent or intentional wrongful acts of or the failure to exercise reasonable care for the equipment's safekeeping on the part of the County, its agents or its contractors. In the event of missing property, the County Property Liaison shall make every attempt to locate the item. If the missing item is not found within one (1) business day a Lost or Stolen Property Report (*Attachment Three*; incorporated herein and made a part hereof) shall be submitted to the OAG Property Manager. If there is a suspicion of theft, the County shall notify the local police department immediately and a copy of the police incident report shall also be submitted to the OAG Property Manager.
- 3.6.4.3. Equipment provided to the County by the OAG under this Contract may only be used for IV-D functions.
- 3.6.4.4. The County shall comply with all license agreements associated with OAG-provided software and shall not install any software upgrades or programs on any hardware provided by the OAG.
- 3.6.4.5. The OAG will have all reasonable rights of access to the equipment provided by the OAG during the County's normal business hours.
- 3.6.4.6. The County shall assist the OAG in complying with the federal uniform standards governing management and disposition of property furnished by or whose cost was charged directly to a project supported by funding administered by the U.S. Department of Health and Human Services as well as all applicable state requirements governing the procurement, management, and disposition of property. Such requirements include marking such property, maintenance of detailed inventory records, and completion of a physical inventory. Property subject to this requirement includes any and all fixed assets or other property

procured with the aid of federal funds. All disposition of OAG provided equipment will be performed by the OAG.

3.6.4.7. The County shall maintain and administer in accordance with good business practices a program for the protection and preservation of property provided to the County in the performance of this Contract. Repairs and maintenance of the OAG provided equipment shall be the responsibility of the OAG.

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. Determination of Unsatisfactory Performance and Corrective Action

4.1.1. Failure of the County to perform the contracted services shall be considered unsatisfactory performance. Unsatisfactory performance will be communicated to the County in writing by the OAG Contract Manager.

4.1.2. The County shall provide a written response to the OAG Contract Manager within a reasonable timeframe as determined by the OAG.

4.1.3. The OAG Contract Manager will review the County's written response and supporting documentation to make a final determination.

4.1.4. Final determination of performance findings will be documented in Controlled Correspondence to the County. If the OAG Contract Manager issues a final determination of unsatisfactory performance, the County shall provide a corrective action plan.

4.1.4.1. The County's corrective action plan shall be submitted to the OAG Contract Manager within fifteen (15) business days of the final determination from the OAG of unsatisfactory performance.

4.1.4.2. The County's corrective action plan shall include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. Right to Withhold Payments

4.2.1. Failure of the County to respond to a finding of unsatisfactory performance, or to submit a corrective action plan for OAG approval, or failure of the County to implement the corrective action plan may result in the withholding of payments, in whole or in part, due under this Contract.

4.2.2. If the County's performance does not return to a satisfactory status within four (4) months after implementation of the corrective action plan, the OAG may withhold payments, in whole or in part.

4.2.3. If the unsatisfactory status persists for a total of six (6) months after implementation of the corrective action plan, the OAG may terminate this Contract (in accordance with the "Termination of the Contract" section below) without payment to the County for any costs incurred by the County from the time that the OAG commenced withholding payments.

4.2.4. Payments are to resume upon the County providing an acceptable corrective action plan or attaining satisfactory performance status. The first payment after resumption shall include all costs accrued during the period in which payments were withheld.

5. FINANCIAL MATTERS

5.1. Maximum Liability of the OAG

Notwithstanding any other provision of this Contract, the maximum liability of the OAG for reimbursable expenses under the terms of this Contract is Fifteen Million Eight Hundred Twelve Thousand Nine Hundred Seventy-Five Dollars (\$15,812,975.00).

5.2. Federal Incentive Payments

5.2.1. The County may qualify for incentive payments. In addition to the reimbursements specified in the "Reimbursement" section of this Contract, federal law provides that

eligible political subdivisions may share in federal incentive revenues. The County shall participate in Texas' earned incentives in the following incentive measures: Collections on Current Support, Collections on Arrears and Collections to Expense Ratio. The County's eligible share shall be calculated in a manner consistent with the way OCSE calculates Texas' share of federal incentives. In addition, the County share shall be determined in the same proportion that the County collections constitute part of the federally defined collections base and the proportion that Texas' share of federal incentives contributes to the corresponding fiscal years' total annual costs of the Texas IV-D Program. Upon the United States Office of Child Support Enforcement providing the OAG with an accounting of Texas' share of the national performance incentives pool, and completing payment of any incentives due the OAG, the OAG will calculate the County's proportionate share of performance incentives and make payment to the County of any performance incentives due the County. The requirements imposed upon the OAG by the "Federal Incentive Payments" section and its subsections shall survive the termination of this Contract until such time that the OAG has fulfilled its obligations under the aforesaid "Federal Incentive Payments" section and its subsections.

- 5.2.2. Conditions for Earning Federal Incentive Payments. The County must be performing satisfactorily at the end of the state fiscal year to be eligible to share in any federal incentives realized by the OAG for the federal fiscal year that encompasses eleven (11) months of that state fiscal year (see the "Remedies for Unsatisfactory Performance" section of this Contract). The state fiscal year runs from September through the following August. The federal fiscal year runs from October through the following September.
- 5.2.3. Federally defined performance incentive measures. To the extent that the County performs each of the following incentive measures, the County shall receive its ratio share of incentives. The County at the inception of this Contract, does not establish parentage or support orders, and therefore is not eligible to share in the first two incentives listed:
- Parentage Established Percentage
 - Cases with Support Orders
 - Collections on Current Support
 - Collections on Arrears
 - Collections to Expense Ratio
- 5.2.3.1. *Attachment Four* to this Contract provides an example illustrating the allocation methodology. The example presented as Attachment Four is offered for purposes of illustration only and is not intended to represent an agreement to pay to the County the dollar amounts listed in the Attachment.
- 5.2.4. Requirement to Maintain a Base Year Level of Expenditures. The County must expend the full amount of incentive payments received under this Contract to supplement and not supplant other funds used by the County to carry out the services being provided under this Contract. County expenditures may not be reduced as a result of the receipt and reinvestment of incentive payments. A base year level of County expenditures has been identified to determine if incentive payments are used to supplement rather than supplant other funds used by the County to carry out the services being provided under this Contract. The base year is March 1, 2002 through February 28, 2003. The base year level of expenditures is One Million Fifty-One Thousand Four Hundred Forty-Three Dollars (\$1,051,443). This base year level of expenditures must be maintained in future years. Incentive payments received under this Contract must be used in addition to and not in lieu of this base amount.
- 5.2.5. Audit. The listing of audit/investigation and records retention/inspection requirements in this particular subsection is not intended to and do not exclude the applicability of the audit and records retention requirements set forth in Section 5.6 and Section 10.1.4 below. Rather the requirements of this subsection are cumulative and in addition to the requirements of the Audit and Investigation and Records Retention and Inspection sections below. The County shall maintain and retain for a period of seven (7) years

after the termination of this Contract, or until full and final resolution of all auditor litigation matters which arise before the expiration of the seven (7) year period, whichever time period is longer, such records as are necessary to fully disclose that incentive payments received under this Contract were used to supplement and not supplant the base year level of expenditures. If incentive payments are disallowed as a result of an audit finding contained in an audit (by the County's independent auditor, the OAG, the State Auditor, the US Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that the County has used the incentive payments to supplant and not to supplement the base year level of expenditures, then the County shall refund to the OAG the amount supplanted within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Contract.

- 5.2.6. Revision of Incentive Payment Methodology. If the federal incentive payment methodology is changed during the term of this Contract, the OAG and the County will execute an amendment to conform to the new methodology.

5.3. Reimbursement

5.3.1. Travel Reimbursement

The OAG will separately reimburse the cost for travel to the OAG Statewide Assistant Attorneys General conference, the OAG Statewide Manager's Meeting, Field Manager's Meetings, OAG provided training related to Contract Services, OAG hosted meetings related to Contract Services, Ombudsman Summit Mandatory training, and, as approved by the OAG, other meetings or training sessions related to Contract Services. The OAG Contract Manager must approve all travel-related expenditures prior to the County incurring any expense under this section. The cost for such travel is not included in the per-case reimbursement. The OAG will reimburse such cost subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement on the TexTravel website (<https://fmx.cpa.texas.gov/fmx/travel/textravel/>). Any claim for such travel reimbursement by the County shall include adequate supporting documentation as prescribed on the TexTravel website. The County and the OAG agree that claims for such travel reimbursement may be submitted directly to the OAG by the individual traveler and that the OAG may make payment for such travel reimbursement directly to the individual traveler. Any claim submitted by an individual traveler must contain the traveler's full name, mailing address, and contact phone number.

5.3.2. Per-Case Reimbursement

The OAG shall reimburse the County for the federal share of the County's Contract associated Allowable Cost subject to the limitations set forth in this Contract. Federal share means the portion of the County's Contract associated Allowable 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 sixty-six percent (66%). The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards set forth in 2 CFR 200, shall apply to costs reimbursed under this Contract. The County and the OAG agree that for the purposes of this Contract, the County's Contract associated Allowable Costs for any given calendar month is equal to the obligated caseload that was in existence on the last day of that month multiplied by a per-case rate of \$19.00. For the purposes of this section, the obligated caseload is defined as: All cases with sufficient information on the OAG Case Management System to be counted as an obligated case on the OAG's monthly Goals and Production Report (BMI100 Goals and Production).

Thus: (Obligated Caseload) X (\$19.00) X (Federal Share) = OAG Reimbursement Amount.

The per-case rate was determined by first identifying the five-year average Consumer Price Index (CPI) for state fiscal years 2016, 2017, 2018, 2019 and 2020 (1.81%). The five-

year average CPI was multiplied by the baseline rate of \$17.72 per case (for the purposes of this Contract, the baseline rate is equivalent to the per-case rate established in the SFY 2017-2021 ICSS Contract). The sum was then added to the base rate.

5.4. **Reimbursement Process**

- 5.4.1. The OAG shall determine the monthly fee based on the obligated caseload in existence on the last day of the month and the results of the Quality and Efficiency review.
- 5.4.2. The OAG shall forward a Quality and Efficiency report and reimbursement invoice to the County for review and approval.
 - 5.4.2.1. If the County approves the Quality and Efficiency report and reimbursement invoice, the County shall sign the invoice and return it to the OAG within ten (10) business days. The County's signature constitutes approval of the invoice and certification that all services provided during the period covered by the invoice are included on the invoice. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments.
 - 5.4.2.2. If the County does not approve the Quality and Efficiency report and reimbursement invoice, it shall notify the OAG within ten (10) business days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG will review the dispute item and documentation. If the dispute is resolved in the County's favor, the OAG will make payment in the amount requested by the County. If the dispute is not resolved in the County's favor, the OAG will make payment in accordance with the reimbursement invoice originally sent to the County and forward a letter of explanation via Controlled Correspondence to the County.

5.5. **Limitations on Reimbursement**

5.5.1. Non-Receipt of Federal Share

The OAG is liable to the County for payment of the federal share of reimbursement to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount or any part of it is later disallowed by the federal government, the County official to whom payment was made shall return the amount disallowed to the OAG not later than the thirtieth (30th) day after the date on which notice to return the disallowed amount was given by the OAG.

5.5.2. No Reimbursement for Costs Incurred Prior to Contract

The OAG shall not be liable to reimburse the County for Allowable Costs pursuant to this Contract when such costs were incurred prior to the commencement of this Contract or are incurred after termination of this Contract.

5.5.3. Timing of Requests for Reimbursement

The OAG may decline to reimburse the County for any services not properly billed to the OAG within the next three (3) billing cycles immediately following the month in which the County provided the services.

5.5.4. No Reimbursement When Non-Compliance with Inventory Control Requests or Denial of Access to Records

The OAG shall not be liable to reimburse the County for Allowable Costs pursuant to this Contract from the date that any personnel employed or retained by the County subject to this Contract fail to comply with OAG inventory control requests or fail to grant immediate access to all books, records and equipment subject to this Contract to representatives of the United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States, the OAG, the State Auditor, or their agents and representatives for purposes of inspecting, monitoring, auditing, evaluating, or copying such items. The OAG shall continue to have no obligation to

reimburse the County for such Allowable Costs until said personnel comply with the inventory control requests and/or grant access to such books, records and equipment.

5.5.5. County Refund of Overpayments

The 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 the County agree has resulted in an overpayment to the County, provided that such sums may be offset and deducted from any amount owing but unpaid to the County.

5.5.6. Withhold of Funds Upon Loss, Damage, or Theft of Equipment

Upon the loss, damage, or theft of any OAG provided equipment, the OAG may withhold an amount equal to the fair market value of the equipment until final resolution of County liability (and any required payment to the OAG, if any) under the "Property Management, Accountability and Maintenance" section of this Contract.

5.6. **Audit and Investigation**

The County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, (or any successor agency), the OAG, (or any successor agency), as well as any external auditors selected by the State Auditor's Office, OAG, or the United States (collectively referred to as "Auditing Agencies"), to conduct an audit or investigation in connection with those funds. The County further agrees to cooperate fully with the Auditing Agencies in the conduct of the audit or investigation, including providing all records requested. The County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the County and the requirement to cooperate is included in any subcontract it awards.

5.7. **Financial Terms**

5.7.1. Buy Texas

In accordance with Section 2155.4441, Texas Government Code, the 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.

5.7.2. Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded contracts, to the availability of federal funds applicable to this Contract. 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 the County of any such termination. In the event of such a termination, the County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The 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.

5.7.3. Budgetary Limitations

The County will cooperatively provide the agreed to services for the County Caseload. Notwithstanding any other term or condition of this Contract, these services are subject to annual appropriation of funding by Commissioners Court into the Harris County Domestic Relations Office budget to effectively administer and enforce the agreed upon caseload. In the event such appropriation is not made, the County's obligations (except for its obligation to implement, in conjunction with the OAG, the transition plan developed in accordance with the "Post-Termination Responsibilities" section) under this Contract shall end simultaneous with the termination of such appropriation. The County shall notify the OAG in writing of its decision to terminate funding within ten (10) days of the date that the decision to terminate funding is made. The OAG (concomitantly with the cessation of the County's obligations under this Contract) shall have no further obligations under this Contract except for its obligation to implement, in conjunction with the County, the transition plan developed in accordance with the "Post-Termination Responsibilities" section of this Contract.

5.7.4. 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, the OAG shall promptly notify the County of such fact in writing. Upon such occurrence, the 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.

5.7.5. Antitrust and Assignment of Claims

Pursuant to 15 U.S.C. Section 1, et seq., and Texas Business and Commerce Code Section 15.01, et seq., the 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. The County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. Section 1, et seq., and Texas Business and Commerce Code Section 15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. Controlled Correspondence

- 6.1.1. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the County shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.
- 6.1.2. 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.

- 6.1.3. Controlled Correspondence documents shall be maintained by both Parties in on-going logs. 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. If the notice is sent via email, it shall be deemed to have been given on the date it is received by email submitted with a read receipt requested, confirmed received by the sender and confirmed received by the receiving Party at the email address hereinafter specified.

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

The Honorable Lina Hidalgo (or successor in office)
County Judge of Harris County
1001 Preston, Suite 911
Houston, TX 77002
Email address: cjograntsnotification@hctx.net

with copies to (registered or certified mail with return receipt is not required for copies):

David W. Simpson, J.D. (or successor in office)
Executive Director
Harris County Domestic Relations Office
1310 Prairie Street, Suite 1080
Houston, TX 77002
Email address: David.Simpson@dro.hctx.net
Phone: 713-274-7307

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

Ruth Anne Thornton (or successor in office)
Director of Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017 (Mail Code 033)
Austin, TX 78711-2017
Email address: Ruth.Thornton@oag.texas.gov

with copies to (registered or certified mail with return receipt is not required for copies):

Clayton D. Richter (or successor in office)
Transactional Attorney Manager
Legal Services
Office of the Attorney General
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017
Email address: Clayton.Richter@oag.texas.gov

6.3. Contract Managers

6.3.1. The OAG Contract Manager

Jamie Lala (or successor in office)
Manager, CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711-2017
Email address: jamie.lala@oag.texas.gov
Phone: (512) 460-6768
Fax: (512) 460-6624

Changes to this 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 or pricing change.

6.3.2. The County Contract Manager

Shelli Manning (or successor in office)
Grants/Contracts Manager
Harris County Domestic Relations Office
1310 Prairie Street, Suite 1080
Houston, TX 77002
Email address: Shelli_Manning@@dro.hctx.net
Phone: (713) 274-7297

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. Property Liaisons

6.4.1. The OAG Property Manager

Property Management
Office of the Attorney General
PO Box 12548 (Mail Code 061)
Austin, TX 78711

6.4.2. County Property Liaison

Idania Montonya (or successor in office)
Legal Services Supervisor
Harris County Domestic Relations Office
1310 Prairie Street, Suite 1080
Houston, TX 77002
Email address: Idania.Montoya@dro.hctx.net

6.5. Change of Notice Address

Each Party may change the address for notice to it by giving notice of the address change as provided in this section. Notices of change of address shall be effective on the tenth (10th) calendar day following receipt of such notice.

6.6. No Assignment by County

The 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.

6.7. Subcontracting Approval Required

It is contemplated by the Parties hereto that the 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 the County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the County shall subcontract for such performances only after the County has transmitted to the OAG a true copy of the subcontract the 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. The 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 the County. In no event shall this provision relieve the County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

6.8. Reporting Fraud, Waste or Abuse

The 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 Division Chief for Contract Operations, Child Support Division;
- the Division Chief for Field Support, Child Support Division;
- the Director for Child Support (IV-D Director);
- the OAG Ethics Advisor;
- the OAG’s Fraud, Waste and Abuse Prevention Program (“FWAPP”) Hotline (800-252-8011) or the FWAPP E-mailbox (FWAPP@oag.texas.gov);
- the State Auditor’s Office hotline for fraud (1-800-892-8348).

6.8.1. 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.

- 6.8.2. The words fraud, waste or abuse as used in this section have the following meanings:
- 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.
 - Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
 - 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.

6.9. Cooperation with the OAG

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

6.10. Dispute Resolution Process for Claims of Breach of Contract

- 6.10.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of Contract made by the County.
- 6.10.2. 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, the County shall submit written notice, as required by subchapter B, to the Director 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.
- 6.10.3. 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 the OAG if the Parties are unable to resolve their disputes under the negotiation process.
- 6.10.4. 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 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.
- 6.10.5. The submission, processing and resolution of a claim for breach of Contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 6.10.6. 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. 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. The 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 the County, then the 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 Harris County.
- 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 the OAG or, (ii) which the County accesses from OAG information systems. This Contract requires the 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 the County in the performance of its statutory responsibilities. Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Information Protection Provisions.
- 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 the County to perform its obligations under the “Data Security” and “Physical and System Security” subsections below.

7.1.2.2. Inclusion in all Subcontracts

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

7.1.2.3. Third Parties

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

7.1.3. Termination for Non-Compliance

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

7.1.4. Personnel Briefings Training and Acknowledgements

7.1.4.1. The 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.

7.1.4.2. The County shall ensure that all County Personnel having access to OAG Data receive annual reorientation sessions when offered by the 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. The 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. The County and County's Agents possess no special right to access, use or disclose OAG Data as a result of the County's contractual or fiduciary relationship with the OAG. As between the OAG and the County, all OAG Data shall be considered the property of the OAG and shall be deemed confidential. The County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to the OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by the OAG, the County shall execute and deliver and shall cause County's Agents to execute and deliver to the OAG any documents that may be necessary or desirable under any law to preserve or enable the 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 the 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. The 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 the OAG's approval (in its sole discretion), neither the 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 the 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.

7.2.2.1.1. The County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that the County shall give the OAG, and shall cause County's Agents to give the OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with the OAG if the OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. The OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

7.2.2.1.2. In the event of any unauthorized disclosure or loss of OAG Data, the 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. The 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 notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to the County's obligations under this Contract are included in this Contract. The County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 09-2016) and *Attachment Five* 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 of Contract award, the County and the OAG shall develop a mutually agreed upon detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and the County's limited authorization to access, use, and disclose OAG Data. The County shall retain all OAG Data until such schedule is developed. Subsequent to developing and agreeing upon that schedule, the County shall:

7.2.4.1.1. Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction (According to IRS Publication 1075 (Rev.09-2016));

7.2.4.1.2. 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;

7.2.4.1.3. 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

7.2.4.1.4. Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide the 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 Six*).

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 the County and the OAG above) either be destroyed or returned to the OAG. If immediate purging of all data storage components is not possible, the 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 of Contract expiration or termination, the County shall provide the OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

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

7.2.5. Request to County for Confidential or Public Information

7.2.5.1. The County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Texas Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. The County is not authorized to respond to public information requests on behalf of the OAG. The County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Contract. The County shall forward any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017
Email address: Publicrecords@oag.texas.gov

7.2.6. General Administrative Protections

7.2.6.1. At all times the County shall be fully responsible to the 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.

7.2.6.2. The 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.

7.2.6.2.1. The 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, the OAG shall send the County a list of Texas Child Support Enforcement System users and the 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.

7.2.6.2.2. The OAG shall have the right to review the County's internal protection systems and access protection lists for all areas of the work site(s). The 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 the OAG, then the County shall immediately use its best efforts to assist the OAG in preventing access, use or disclosure of OAG Data and the County shall be given notice of the denial.

7.2.6.2.3. The OAG, in its sole discretion and without consulting the County, may immediately terminate OAG system access for anyone performing services under this Contract.

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

7.2.6.3. The 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 the OAG within five (5) business days of the request.

7.2.6.4. The County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by the County shall, at a minimum, identify the supporting documentation prepared by the County to permit an audit of the system by tracing the activities of individuals through the system. The 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. The County agrees that the County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.2.7. Physical Security

7.2.7.1. 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.

7.2.7.2. 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. The County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.2.7.3. The 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.

- 7.2.7.4. 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, Digital Identity Guidelines, 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. 09-2016).
- 7.2.7.5. The County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.2.8. Logical/Information System Protections

- 7.2.8.1. The 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 The County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
 - v The County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
 - vi The 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.
- 7.2.8.2. The 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.
- 7.2.8.3. The County shall implement counter-protection against malicious software on the County’s internal systems used in contract performance.
- 7.2.8.4. The County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.
- 7.2.8.5. The 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.
- 7.2.8.6. The County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.
- 7.2.8.7. The 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. **Encryption**

- 7.3.1. 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. The OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be

communicated in writing to the County by the OAG Contract Manager. The County shall adhere to mutually agreed upon procedures for data transmission.

- 7.3.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by the County. The 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 the County by the OAG Contract Manager. If the OAG finds it necessary to allow storage media to be removed from a facility used by the County, the 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. 09-2016) and *Attachment Five* 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, the County shall permit, and shall require County's Agents to, permit the 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, the 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 the 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 the County or County's Agents are found to be noncompliant with physical and/or data security protection.
- 7.4.1.2. When the OAG performs any of the above monitoring, observations, and inspections, the OAG will provide the 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 the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.
- 7.4.1.3. Any audit of documents shall be conducted at the County's principal place of business and/or the location(s) of the County's operations during the County's normal business hours and at the OAG's expense. The County shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on the 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 the OAG auditors and inspectors to perform their work.
- 7.4.1.4. The County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of the 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. Response to Security Incidents

7.5.1. The County shall respond to detected Security Incidents. The County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. *Attachment Seven* is the County's current internal incident response plan. Any changes to this incident response plan may require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence. The incident response plan should cover such topics as:

- i Initial responders
- ii Containment
- iii Management Notification
- iv Documentation of Response Actions
- v Expedient 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.

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 the 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. The County must also notify the Treasury Inspector General for Tax Administration in the County by phone (713-209-3711). If unable to contact the County office, contact the National Office at Hotline Number: 800-589-3718.

7.5.2.2. Within twenty-four (24) hours of the discovery, the 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 Eight*) 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, the 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, the 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 of completing the risk analysis and investigation, the 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 the OAG that states: the date that the 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, the County shall within thirty (30) calendar days after submission of the final report, provide a certification to the OAG that states: the date that the County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 7.5.3.3. If the County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, the County agrees the 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 the OAG notifies the County in writing prior to the exercise of such remedy.

7.5.4. Independent Right to Investigate

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

7.5.5. Remedial Action

7.5.5.1. Remedies Not Exclusive and Injunctive Relief

- 7.5.5.1.1. 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. The 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 the OAG may have at law or equity.
- 7.5.5.1.2. If injunctive or other equitable relief is available, then the County agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

7.5.6. Notice and Compensation to Third Parties

- 7.5.6.1. In the event of a Security Incident, third-party or individual data may be compromised.
- 7.5.6.2. Subject to OAG review and approval, the 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;

7.5.6.2.1. Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and

7.5.6.2.2. Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.5.6.3. The County and the 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 the County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.5.6.4. If the County does not provide the required notice, the OAG may elect to provide notice of the Security Incident. 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 the OAG by the County. If the County does not reimburse such cost within thirty (30) calendar days of request, the OAG shall have the right to collect such cost. Additionally, the OAG may collect such cost by offsetting or reducing any future payments owed to the County.

7.5.7. Commencement of Legal Action

The County shall not commence any legal proceeding on the OAG's behalf without the 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 the OAG and the County.

9. TERMINATION OF THE CONTRACT

9.1. Termination for Convenience

9.1.1. The Parties reserve the right, in each Party's sole discretion and sole option, to terminate the Contract at any time, in whole or in part, without penalty, by providing one hundred and eighty (180) calendar days advance notice, if the Party determines that such termination is in its best interest.

9.1.2. In the event of such a termination by the OAG, the County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination.

9.1.3. The 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. The OAG shall have no other liability including no liability for any costs associated with the termination.

9.2. Termination for Cause/Default

9.2.1. If the County fails to provide the contracted services according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon notice of default to the 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.

9.2.2. The 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 the OAG notifies the County in writing prior to the exercise of such remedy. The County will remain liable for all covenants under the aforesaid agreement. The County and the 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. Post-Termination Responsibilities

Both the OAG and the County agree that, upon any termination of this Contract, a smooth transfer of pending cases and of all related child support funds is in the best interest of the public being served. The OAG and the County therefore agree to cooperate throughout the post-termination period and to implement a reasonable transition plan (*Attachment Nine*, a copy of which is attached hereto and included herein) designed to achieve an efficient transfer of cases, funds, and related information in a timely manner. The County agrees that, if requested by the OAG, the County will continue to provide services under this Contract for an additional thirty (30) calendar days beyond the termination effective date. In such event the original termination effective date shall be extended pursuant to this provision.

9.4. 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.

9.5. Rights Upon Termination

In the event that the Contract is terminated for any reason, or upon its expiration, the 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.

9.6. Survival of Terms

Termination of this Contract for any reason shall not release the 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

The County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to the County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that the OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon the 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 the 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, the 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 the County 's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Equal Employment Opportunity

The 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 the agreement. The 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 CFR Part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity Department of Labor". The County shall ensure that all sub agreements/subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts

The 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 and Inspection

The County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this Contract. The County shall retain all such records for a period of seven (7) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. The 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

The County shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The requirements of this provision will be included in all subcontracts in excess of \$150,000.

10.1.6. Certain Disclosures Concerning Lobbying

The 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. The County must sign and return the Certification Regarding Lobbying (*Attachment Ten*); attached hereto and incorporated herein). 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. §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. 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

The County, by signing this Contract, 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

This Contract shall not render the County an employee, officer, or agent of the OAG for any purpose. The County is and shall remain an independent contractor in relationship to the OAG. It is expressly understood and agreed by the Parties hereto that the 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 the County hereunder. The OAG shall not be responsible for withholding taxes from payments made under this Contract. The County shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.2.2. No Implied Authority

Any authority delegated to the County by the OAG is limited to the terms of this Contract. The 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, the County is required to cooperate fully with the OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure

10.2.3.1. The 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.

10.2.3.2. The County shall not be liable to the 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 the 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.

10.2.3.3. In the event of an occurrence under the Force Majeure section, the County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The 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 or Pronouncements

The OAG does not endorse any vendor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

10.2.5. Acknowledgment of Funding

The County agrees to place in any literature describing the services covered under this Contract (as well as in all reports of investigations, studies, and other materials) notices acknowledging the funding provided by the OAG and the federal Office of Child Support Enforcement to the County. Such notices also shall be placed in the County's annual reports. All such literature, reports, and other materials shall be the joint property of the Parties to this Contract.

10.2.6. Debts or Delinquencies Owed to Texas

As required by Section 2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

10.3. Special Terms and Conditions

10.3.1. Electrical Items

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

10.3.2. Offshoring

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

10.3.3. 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.

10.4. Cybersecurity Training

The County represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program. The County will provide the OAG Contract Manager with verification of completion within thirty (30) days of Contract execution and Contract renewals.

10.5. Background Reviews

10.5.1. By entering into this Contract, the County acknowledges that the OAG will perform background reviews, to include criminal history record information, of all the County Agents before allowing a County Agent access to OAG Data or to work in an OAG facility. The term County Agent as used in this "Background Reviews" provision means: County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract services on County's behalf. No County Agent who has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud or is a registered sex offender may access OAG Data or work in an OAG facility.

10.5.2. The CSD of the OAG is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the OAG 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 OAG. The 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 the OAG

or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist the OAG in performing background reviews and criminal records checks, the County shall provide identifying data and any required consent and authorization to perform such reviews and checks. Additionally, the County or the County's Agents will be required to comply with OAG policy and procedure to provide an electronic scan of fingerprints and collection of demographic information to the OAG's designated agent in order to facilitate a National Criminal History records inquiry and if applicable a State and local criminal records inquiry. The OAG is prohibited from revealing the results of any criminal history records check to the County.

10.5.2.1. Prior to allowing a County Agent access to OAG to work in an OAG facility, the County shall provide the OAG with a completed "New County User Access form" (*Attachment Eleven*) which includes:

- the County Agent's name (including any other names used);
- daytime phone number;
- responsibilities under the Contract;
- date of birth;
- driver license number; and
- social security number.

10.5.2.2. The County shall provide the "Request for New County User" form via email to CSD-CountyAccess@oag.texas.gov.

10.5.2.3. The County shall provide an updated list to the OAG whenever a new County Agent is assigned to access OAG Data or work in an OAG facility. The County shall notify the OAG whenever a County Agent is to assume a new responsibility with regard to accessing OAG Data or working in an OAG facility. The County is required to notify the OAG immediately when a County Agent is no longer performing OAG Contract associated services.

10.5.2.4. No County Agent shall access OAG Data or work in an OAG facility or assume new responsibilities regarding same until the OAG consents to such County Agent performing such service or new responsibility. This prohibition pertains to performance of Contract Services and is not intended to preclude the County from continuing to engage County Agent's services for non-Contract services.

10.5.2.5. The County must require all County Agents to notify the 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 (1) business day of an arrest notification, the County shall notify the OAG of the arrest. The County must also require any County Agent who has been arrested to provide an official offense report to the County as soon as possible but no later than thirty (30) calendar days from the date of the arrest. Within one (1) business day of receipt of the report, the County shall provide the OAG with a copy of the 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 THE OAG, THE STATE OF TEXAS OR THE COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG, THE STATE OF TEXAS OR THE 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. Right of Removal

The OAG expects all services under this Contract to be competently and professionally performed. The 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. The 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 the OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by the County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.10. Applicable Law and Venue

The 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. The County also agrees that the exclusive venue and jurisdiction of any properly allowed legal action or suit concerning this Contract or in any way relating to this Contract shall be commenced in a court of competent jurisdiction in Travis County, Texas. The County hereby waives and agrees not to assert: (a) that the County is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action, or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action, or proceeding is improper, or (d) any other challenge to the jurisdiction or venue.

10.11. Headings

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

10.12. Entire Contract

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.

10.13. Originals and Counterparts

This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.14. **Attachments**

- 10.14.1. Attachment One, "Inter-departmental Equipment Transfer"
- 10.14.2. Attachment Two, "Acknowledgment of Custodianship of Office of the Attorney General Equipment"
- 10.14.3. Attachment Three, "Lost or Stolen Property Report"
- 10.14.4. Attachment Four, "Sample Estimate County Share of Incentives"
- 10.14.5. Attachment Five, "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"
- 10.14.6. Attachment Six, "Certificate of Destruction for Counties and Vendors"
- 10.14.7. Attachment Seven, "Internal Incident Response Plan"
- 10.14.8. Attachment Eight, "Security Incident Report"
- 10.14.9. Attachment Nine, "Termination Transition Plan"
- 10.14.10. Attachment Ten, "Certification Regarding Lobbying"
- 10.14.11. Attachment Eleven, "Request for New County User Form"

THIS CONTRACT IS HEREBY AGREED TO AND ACCEPTED:

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:

4A581DAD61FE4E5...
Brent Webster
First Assistant Attorney General

10/7/2021 | 2:23 PM CDT

Signature Date

HARRIS COUNTY



The Honorable Lina Hidalgo
County Judge, Harris County

September 14, 2021

Signature Date

Approved as to form:
Christian D. Menefee

By: 

Sam Kirchhoff
Assistant County Attorney
CAO File: 21GEN2035

Employee Name _____
 Division Code _____ Division Name _____

Tex. Gov't Code § 403.273 reads, in part:
(d) When a state agency's property is entrusted to a person other than the agency's property manager the person to whom the property is entrusted shall provide a written receipt to the manager.

Tex. Gov't Code § 403.276 reads, in part:
(c) If an investigation by the attorney general under Subsection (b) reveals that a property loss has been sustained through the negligence of a state official or employee, the attorney general shall make written demand on the official or employee for reimbursement of the loss.

INVENTORY NUMBER	DESCRIPTION	SERIAL NUMBER

This statement certifies that all State property listed above is in my care and trust. Under State law, I agree to be responsible for this property and agree to pay for any missing or damaged item for which I did not exercise reasonable care for its safekeeping.

I further understand that furniture and equipment items identified as "Purchased with Federal Funds" are to be used to support Federally funded functions only.

 Employee Signature

 Date

Cross out unused lines.

OFFICE OF THE ATTORNEY GENERAL
LOST OR STOLEN PROPERTY REPORT
(TO BE COMPLETED WITHIN 24 HOURS OF DISCOVERY)

OAG SECURITY FILE
NO.
FOR SECURITY USE ONLY

FOR SECURITY USE ONLY

Date of Report: _____

	Description of Lost/Stolen OAG Property	OAG Inventory #	Serial Number	Cost at Time of Purchase
1.				
2.				
3.				
4.				
5.				
6.				

Employee to Whom Property is Assigned: _____ Supervisor's Name _____

OAG Business Address of Employee to Whom Property is Assigned:

Street Number and Name: _____
City, State, and Zip Code: _____ Phone: _____
OAG Division: _____

Date Property First Missed: _____ Time Property First Missed: _____ a.m/p.m.

Location Where Property Last Used or Observed: _____
Street Number and Name: _____
City, State, and Zip Code: _____

Police Agency Notified: _____ Offense Report #: _____
Investigating Officer : _____ Phone number : _____

REPORT IN DETAIL:

Reported By: _____ Title/Div.: _____
Street Number and Name: _____
City, State, and Zip Code: _____ Phone: _____

SAMPLE Estimate County Share of Incentives

Federal Fiscal Year	[A] Estimated County Collections	[B] Texas Collections Base	[C] = [A] + [B] Cnty to Coll Base Ratio	[D] Texas Performance Incentives	[E] = [D] X [C] County Revenue Allocation	[F] % of OAG Budget	[G] = [E] X [F] Projected Incentives
	\$0	0	#DIV/0!	\$0	#DIV/0!	0.00%	#DIV/0!
	\$0	0	#DIV/0!	\$0	#DIV/0!	0.00%	#DIV/0!
	\$0	0	#DIV/0!	\$0	#DIV/0!	0.00%	#DIV/0!

estimated

estimated

FY08	Minimum Score	Score	Applicable Percentage
CCS	0%	0.0%	0%
COA	0%	0.0%	0%
Cost Effect	\$0.00	\$0.00	0%

County Share of Federal Incentives*:

Collections on Current Support	#DIV/0!
Collections on Arrears	#DIV/0!
Cost Effectiveness	#DIV/0!
Total County Share of Incentives:	#DIV/0!

* Projected Incentive X Applicable Percentage

For Illustration Purposes Or

CONTRACT LANGUAGE FOR GENERAL SERVICES

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 performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075 (Rev. 2016).
- (3) 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 by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) 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.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) 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.
- (7) 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 five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future 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 \$1,000.00 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 \$1,000.00 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. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (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 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.
- (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 must 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, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT SIX
CERTIFICATE OF DESTRUCTION FOR COUNTIES AND VENDORS

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://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type		Media Title / Document Name	
HARD COPY	ELECTRONIC		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization	CLEAR	Who Completed?		Who Verified?	
	PURGE	Phone		Phone	
	DESTROY	DATE Completed			

Sanitization Method and/or Product Used →

Final Disposition of Media		Reused Internally		Destruction / Disposal
		Reused Externally		Returned to Manufacturer
		Other:		

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(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
--

<p>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://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf</p>

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 Revision 1, Section 4.

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:

Arthur.Cantrell@oag.texas.gov

Final Distribution of Certificate	Original to: Arthur Cantrell, Information Security Officer 512-460-6061
	Copy to: 1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

**HARRIS COUNTY
INCIDENT RESPONSE PLAN**

Adopted November 5, 2007

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Harris County Incident Response Plan

Overview

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

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

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 • Complete Incident Identification form (Attachment A) and Incident Survey (Attachment B) and forward to County CISO
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 • Complete Incident Containment Forms (Attachment C), 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 • Complete Incident Containment Forms (Attachment C), 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 • Complete Incident Eradication Form (Attachment D) and forward to County CISO

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Information Security Officer	Arthur Cantrell	512-460-6061	arthur.cantrell@oag.texas.gov
OAG Contract Manager	Jamie Lala	512-460-6768	jamie.lala@oag.texas.gov

County Contact Information

Position	Name(s)	Phone Number	Email address
Chief of Information Security Offices	Daniel Harrison	713.274.9400	daniel.harrison@us.hctx.net
Manager of Information Security	Tony Trevino	713-274-7940	tony.trevino@us.hctx.net
Computer Security Incident Response Lead	David Howell	713-274-7805	david.howell@us.hctx.net
County Contract Manager	Shelli Manning	713-274-7297	shelli.manning@dro.hctx.net
Information Technology Operations Center	Josh Stuckey	713-274-8540	josh.stuckey@us.hctx.net
Internet Security	Marco Bayarena	713-274-7835	marco.bayarena@cts.hctx.net
Network Architecture	Mike Smith	713-274-7994	mike.smith@us.hctx.net
Distributed Systems and Storage	William Kominek	713-274-7933	William.Kominek@us.hctx.net
STARS and I.F.A.S.	Sue Lasseigne	713-274-7601	Sue.Lasseigne@us.hctx.net
Program Delivery & Analytics	Jay Guthrie	713-274-7529	Jay.Guthrie@us.hctx.net

1. Incident Identification

Date Updated: _____

General Information

Incident Detector's Information:

Name: _____	Date and Time Detected: _____
Title: _____	_____
Phone: _____	Location Incident Detected From: _____
Email: _____	_____
Detector's Signature: _____	Date Signed: _____

Incident Summary

Type of Incident Detected:

- Denial of Service
- Malicious Code
- Unauthorized Use
- Unauthorized Access
- Espionage
- Other _____
- Probe
- Hoax

Incident Location:

Site: _____

Site Point Of Contact: _____

Phone: _____

Email: _____

How was the Intellectual Property Detected:

Additional Information:

2. Incident Survey

Date Updated: _____

Location(s) of affected systems: _____

Date and time incident handlers arrived at site: _____

Describe affected information system(s): _____

Is the affected system connected to a network? YES NO

Is the affected system connected to a modem? YES NO

Describe the physical security of the location of affected information systems (locks, security alarms, building access, etc.):

3. Incident Containment

Date Updated: _____

Isolate Affected Systems:

CISO approved removal from network? YES NO

If YES, date and time systems were removed: _____

If NO, state reason: _____

Backup Affected Systems:

Successful backup for all systems? YES NO

Name of person(s) performing backup: _____

Date and time backups started: _____

Date and time backups complete: _____

4. Incident Eradication

Date Updated: _____

Name of person(s) performing forensics on systems:

Was the vulnerability identified: YES NO

Describe: _____

Arthur Cantrell

OAG-CS Information Security Officer

Arthur.Cantrell@oag.texas.gov

Office (512) 460-6061

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 *Sections 2059.055 and 552.139 Texas Government Code*.

1. Contact Information	
Company Name:	
Full Name:	
Job Title:	
Division or office:	
Work phone:	
Mobile phone:	
E-mail address:	
Fax number:	

Additional contact information: (e.g., subject matter experts; incident response team members)

Area of Specialty	Name	Email	Phone #

2. Type of Incident (Check all that apply)	
<input type="checkbox"/> Account compromise (e.g., lost password) <input type="checkbox"/> Denial of service (including distributed) <input type="checkbox"/> Malicious code (e.g., virus, worm, Trojan) <input type="checkbox"/> Misuse of systems (e.g., acceptable use) <input type="checkbox"/> Reconnaissance (e.g., scanning, probing)	<input type="checkbox"/> Social engineering (e.g., phishing, scams) <input type="checkbox"/> Technical vulnerability (e.g., 0-day attacks) <input type="checkbox"/> Theft/loss of equipment/media/document <input type="checkbox"/> Unauthorized access (e.g., systems, devices) <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"/> Loss of productivity <input type="checkbox"/> Loss of revenue <input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Propagation to other networks <input type="checkbox"/> Unauthorized disclosure of data/information <input type="checkbox"/> Unauthorized modification of data/information <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)	
Additional impact information:	

5. Sensitivity of Affected Data/Information (Check all that apply)	
<input type="checkbox"/> Confidential/Sensitive/IRS data/info <input type="checkbox"/> Financial data/info <input type="checkbox"/> Non-sensitive data/info <input type="checkbox"/> Publicly available data/info	<input type="checkbox"/> Personally identifiable information (PII/PHI) <input type="checkbox"/> Intellectual property/copyrighted data/info <input type="checkbox"/> Critical infrastructure/Key resources <input type="checkbox"/> Unknown/Other (Please describe below)

Quantity of data/information affected: <i>(e.g., file sizes, number of records)</i>	
Describe the data and/or information that may have been compromised:	

6. Users and/or Customers Affected by Incident <i>(Provide as much detail as possible)</i>			
Number of affected Users		Number of affected Customers	
User Name	User Job Title	System access levels or rights of affected users: <i>(e.g., regular user, domain administrator, root)</i>	
Additional User and/or Customer details:			

7. Systems Affected by Incident <i>(Provide as much detail as possible)</i>	
Attack sources <i>(e.g., IP address, port):</i>	
Attack destinations <i>(e.g., IP address, port):</i>	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: <i>(e.g., web server, domain controller)</i>	
Operating systems of affected systems: <i>(e.g., version, service pack, configuration)</i>	
Patch level of affected systems: <i>(e.g., latest patches loaded, hotfixes)</i>	
Security software loaded on affect systems: <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: (e.g., perform vulnerability scan, code review, system tests)	
Actions planned by Contractor to prevent similar incidents: (provide timeline)	
Additional remediation details:	

9. Timeline of Incident (Provide as much detail as possible)

a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: (estimation if exact date and time unknown)	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: (use whichever date and time is later)	
d. Elapsed time between the incident and discovery: (e.g., difference between a. and b. above)	
e. Elapsed time between the discovery and restoration: (e.g., difference between a. and c. above)	

Detailed incident timeline:

Date	Time	Event/Action/Comment

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

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

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

Arthur Cantrell
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) 460-6061
Fax (512) 460-6850
Arthur.Cantrell@oag.texas.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** (_____).

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.

ICSS TERMINATION TRANSITION PLAN

The Office of the Attorney General of Texas (OAG) and Harris County (County) agree to follow the transition plan described below should the Contract be terminated. Either Party shall provide to the other notice of intent to terminate at least one hundred and eighty (180) calendar days prior to the effective date of the termination. In addition, County will continue to provide services under this agreement, if requested by the OAG, for an additional thirty (30) calendar days beyond the termination effective date. In such event, the original termination effective date shall be extended pursuant to this provision.

The County and the OAG agree to follow the plan described below if the Contract is terminated:

- 1) **Effective date of termination.** Effective date of termination will fall on the first business day of the week.
- 2) **Notification of Customers**
 - a) During and after the transition period, the County will be responsible for notifying walk-in clients of the closure of the County office and the transfer of IV-D services to the OAG.
 - b) The OAG will be responsible for providing written notification to all affected customers regarding the caseload transfer.
- 3) **Return of OAG equipment.** All OAG equipment provided to the County under the Contract will be removed by OAG staff during the first week that all county IV-D cases have been transferred to the OAG.
- 4) **Interim Measures**
 - a) New ICSS cases created by the County during the transition period will be processed through Case Initiation by County staff, then transferred within two business days to the designated OAG field office.
 - b) County will continue to provide IV-D services for all existing ICSS cases, according to OAG policy and procedures, until the caseload transfer is complete.
- 5) **Reimbursement for last month of operation.** The OAG will reimburse County on a pro-rata basis for services provided during the final month of the Contract if the Contract termination effective date does not fall the last day of the month. Reimbursement shall include new cases worked through the Case Initiation process by County, then transferred within 2 business days to the designated OAG field unit.

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.
- (2) 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.
- (3) 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)

Lina Hidalgo

(Respondent Printed Name)

County Judge

(Respondent Title)

September 14, 2021

(Date)

(Organization)



CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@oag.texas.gov before access can be granted.

Employee Name: _____

Other Names (i.e. maiden, etc.) _____

County: _____

Work Email Address: _____

Work Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Social Security Number: _____

Supervisor's Signature

Title

Supervisor's Email Address

Date