State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Harris County, Texas

CONTRACT NO. 22-C0036

1. INTRODUCTION

1.1. PARTIES

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

1.2. AUTHORITY TO CONTRACT

This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002 and Texas Government Code Section 791.011.

1.3. PURPOSE

This Contract provides for the County to access the OAG Case Management System for the purpose of creating and updating child support Registry-Only cases. The County will gather sufficient information to satisfy the requirements of the State Case Registry. In addition, the County will use OAG Data to provide customer service activities as described in this Contract.

1.4. TERMS AND DEFINITIONS

The following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam Webster's Collegiate® Dictionary, Eleventh edition.

Term	Definition
Cause Number	A unique case identifier randomly assigned by the District Clerk at the time the original petition is filed.
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent ("CP"), Non-Custodial Parent ("NCP"), a Dependent(s) ("DP") and/or presumed father.
Custodial Parent	The person who has primary care, custody, and control of the Dependent(s).
Dependent	The minor or adult child who is under the primary care, custody, and control of the Custodial Parent.
Federal Disallowance Percentage	The federal Office of Child Support Enforcement ("OCSE") does not reimburse the OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. The OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts/Total receipts processed.

Term	Definition
Full-Service	A Child Support Case for which the OAG is providing all Title IV-D child support services pursuant to a signed application for services submitted by a CP or NCP, an automatic referral for services pursuant to a county's local rule, or an automatic referral from the Health and Human Services Commission when a CP is certified to receive public assistance.
Non-Custodial Parent	The parent who does not have primary care, custody, or control of the Dependent(s).
Business Day	The days and hours (Monday through Friday, 8:00am to 5:00pm Central Standard Time or Central Daylight Savings, whichever is prevalent) in which the OAG Child Support Division ("CSD") is open for business.
OAG Case Management System	A federally certified case management system for the Title IV-D program.
Registry-Only	A Child Support Case for which the Title IV-D services provided by the OAG are limited to recording and disbursing child support payments.
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit ("SDU")	The centralized payment collection site in Texas where all child support payments are received and processed.
Title IV-D	Title IV, Part D of the federal Social Security Act (42 U.S.C. §651, et seq.), as amended.

2. CONTRACT TERM

The Contract becomes effective on September 1, 2021 and, unless sooner terminated as provided herein, ends on August 31, 2026.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS

3.1.1. Customer Identification

The County shall adhere to the OAG Procedures for Customer Identification (Attachment A) prior to responding to an inquiry or updating case and member information.

3.1.2. State Disbursement Unit

In accordance with Texas Family Code Section 154.004 and 42 U.S.C. 654b, all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU. The County will notify the OAG if it identifies a pattern of court orders from a particular court or attorney that fails to comply with Section 154.004 of the Texas Family Code and 42 USC 654b.

3.1.3. OAG Case Management System

3.1.3.1. Create New Registry-Only Cases

The County shall create new Registry-Only Child Support Cases on the OAG Case Management System within five (5) Business Days from the "date

received" time stamped on the Temporary or Final order indicating that the order was received by the County.

3.1.3.2. The County may use the original court order or the Record of Support Form 1828 (Attachment B) to obtain the necessary information for entry to the OAG Case Management System. Form 1828 is published on the OAG-CSD's webpage, https://www.texasattorneygeneral.gov/child-support/get-started/all-child-support-forms, under "Child Support Enforcement - Record of Support (1 TAC 55.121)."

3.1.3.3. Update Existing Cases

The County shall update the OAG Case Management System with new or additional case and/or member data as the County receives such data from the Custodial Parent, Non-Custodial Parent, employer, Court, or attorney of record. This additional case and/or member data includes but is not limited to the following:

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

3.1.3.3.1. The County shall update the OAG Case Management System within three (3) Business Days after receipt of the data.

3.1.3.4. State Case Registry Complete

3.1.3.4.1. The County shall update the OAG Case Management System with sufficient data for a Child Support Case to be considered State Case Registry Complete.

3.1.3.4.2. State Case Registry Complete, Minimum Required Data Elements

3.1.3.4.2.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number (SSN) and/or Date of Birth (DOB)
- Custodial Parent's Complete Address

3.1.3.4.2.2. Case and Cause Information

- Cause Number
- Start Date of Cause

3.1.3.5. Cases with Child Support Payments

3.1.3.5.1. The County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) Business Days from notification by the SDU that a payment has been received.

3.1.3.5.2. The County shall forward all misdirected child support payments to the SDU within one (1) Business Day of receipt and shall notify the remitter of the correct payment address.

3.1.4. **Local Customer Service**

3.1.4.1. The County shall provide the resources necessary to accomplish allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones, and phone lines.

3.1.4.2. Allowable Customer Service Activities

3.1.4.2.1. Allowable Customer Service Activities must relate to the categories listed below:

- Payment Inquiry
- Payment Research
- Employer Payment Related Calls
- OAG Payment Related Calls
- Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent)

3.1.4.2.1.1. Examples of Allowable Customer Service Activities include:

- Researching payments on Child Support Cases that should have been, but were not, received by the OAG.
- Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.
- Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to receive the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.4.3. Customer Service Requirements

3.1.4.3.1. The County shall:

3.1.4.3.1.1. Respond to written inquiries within five (5) Business Days after receipt.

3.1.4.3.1.2. Take action on information received within three (3) Business Days after receipt.

3.1.4.3.1.3. Document allowable customer service activities on the OAG Case Management System.

3.1.4.3.1.4. Return phone calls within three (3) Business Days after receipt.

3.1.4.3.1.5. Resolve or respond to telephone inquiries within three (3) Business Days after receipt.

3.1.4.3.1.6. Attend to a walk-in customer the same day or schedule appointment within three (3) Business Days after request.

3.2. CHANGES TO THE OAG CASE MANAGEMENT SYSTEM

The OAG reserves the right to make changes to the OAG Case Management System and related procedural and training documents. The OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of the County.

3.3. PERFORMANCE REVIEW

3.3.1. The County shall allow the OAG access to appropriate County data and County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.3.1.1. In its sole discretion, the OAG may review a random sample of Child Support Cases to ensure compliance with Contract terms, including:

3.3.1.1.1. All court orders with child support, whether a temporary or final order, are entered on the OAG Case Management System.

3.3.1.1.2. Child Support Case information is entered on the OAG Case Management System within the required time frames.

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

3.3.1.1.4. Court orders direct child support payments to the SDU.

3.4. TRAINING

3.4.1. The County shall ensure that, upon notification by the OAG, all County personnel performing Contract Services comply with mandatory OAG and statutory training requirements.

3.4.2. All County personnel performing Contract Services must be trained on the OAG Case Management System. Upon request from the County, the OAG will provide training materials related to the OAG Case Management System. Training may be provided virtually or in person and will be scheduled by the OAG Regional Trainers by the end of the quarter following such request. The County shall be responsible for all travel related costs associated with this training. The County shall direct training requests to:

Charles Whitehead (or successor in office)
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@oag.texas.gov

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. DETERMINATION OF UNSATISFACTORY PERFORMANCE AND CORRECTIVE ACTION

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

4.1.1.1. The County must provide a written response to the OAG Contract Manager within a reasonable time frame as determined by the OAG.

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

4.1.1.3. 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.

4.1.1.3.1. The County's corrective action plan must be submitted to the OAG Contract Manager within fifteen (15) Business Days of the final determination from the OAG of unsatisfactory performance.

4.1.1.3.2. The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. RIGHT TO WITHHOLD PAYMENTS

4.2.1. The OAG may withhold payment in whole or in part if the County fails to:

4.2.1.1. Respond to the OAG's initial correspondence regarding Contract Service performance issues;

4.2.1.2. Submit a corrective action plan to the OAG within the specified time frame; or,

4.2.1.3. Implement the approved corrective action plan within the specified time frame.

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. The OAG will resume payments to the County when the OAG finds the County has complied with the provisions enumerated in the "Determination of Unsatisfactory Performance and Corrective Action" section above. 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 under this Contract is **Seventy Seven Thousand Five Hundred Seventy Four Dollars and No Cents ($77,574.00)**.

5.2. PAYMENT STRUCTURE

5.2.1. **Federal Share**

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

5.2.2. **State Case Registry**

5.2.2.1. State Case Registry Complete Fee

The County agrees that the per activity fee for each Child Support Case in which the County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete," as defined in the "State Case Registry Complete" section of this Contract, is $14.06.

5.2.2.2. State Case Registry Complete Update Fee

The County agrees that the per activity fee for each update on a Child Support Case previously deemed State Case Registry Complete is $4.46.

5.2.2.3. The County agrees that, for the purposes of this Contract, all of the County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the number of State Case Registry Complete activities during the calendar month multiplied by the State

Case Registry Complete Fee plus the number of State Case Registry Complete Updates during the calendar month multiplied by the State Case Registry Complete Update Fee.

5.2.2.3.1. Thus, the OAG's liability for the County's Contract associated State Case Registry costs is calculated as follows:

[(Calendar Month State Case Registry Complete activities x $14.06) + (Calendar Month State Case Registry Complete Update activities x $4.46)] x Federal Share = OAG Liability

5.2.3. **Local Customer Service**

5.2.3.1. The County agrees that, for the purposes of this Contract, all of the County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of the number of Allowable Customer Service Activities performed on Full Service and Registry-Only Child Support Cases during the calendar month minus the number of Allowable Customer Service Activities performed on Registry-Only Cases during the calendar month multiplied by the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4.49. For purpose of reference only, the Federal Disallowance Percentage for SFY 2020 annualized is 27.33%.

5.2.3.1.1. Thus, the OAG's liability for the County's Contract associated Local Customer Service costs is calculated as follows:

[((Calendar Month Full Service Inquiries Handled by County Personnel + Calendar Month Registry-Only Inquiries Handled by County Personnel) – (Calendar Month Registry-Only Inquiries x Federal Disallowance Percentage)) x $4.49] x Federal Share = OAG Liability

5.3. INVOICING AND PAYMENT INFORMATION

5.3.1. The OAG will forward a Summary and Reimbursement Invoice for any particular month's activities to the County for review and approval by the twenty fifth (25th) day of the following month.

5.3.2. If the County approves the Summary and Reimbursement Invoice, the County will, within ten (10) Business Days of receipt, sign the invoice and return it to the OAG for payment. 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.

The County shall submit the invoice via email to CSD-CountyInvoicing@oag.texas.gov
Or via USPS mail to:

Jamie Lala, OAG Contract Manager (or successor in office)
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

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

5.4. LIMITATION OF OAG LIABILITY

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

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

5.4.3. The OAG shall not be liable for reimbursing the County if the County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.4. The OAG shall not be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG (e.g., customer service related to cases in the same County's Integrated Child Support System (ICSS) caseload).

5.5. 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, the 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.

5.6. FINANCIAL TERMS

5.6.1. **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.

5.6.2. **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 its 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.

5.6.3. **Provision of Funding by the United States**

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

5.6.4. **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 will manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG will 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 and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the Parties and shall be of no effect.

6.2. NOTICES

6.2.1. **Written Notice Delivery**

6.2.1.1. 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.

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

David Simpson(or successor in office)
District Clerk, Harris County
P O Box 4651
Houston, TX 77210-4651
Email address: David.Simpson@dro.hctx.net

6.2.1.3. 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
Austin, TX 78711-2017
Email address: Ruth.Thornton@oag.texas.gov

With copies to:

Clayton D. Richter (or successor in office)
Transactional Attorney Manager,
CSD 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 is:

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

6.3.1.1. Any changes to this assignment shall be documented by Controlled Correspondence.

6.3.1.2. 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

6.3.1.3. The OAG Contract Manager shall have no authority to agree to any Contract amendment or pricing change.

6.3.2. The County Contract Manager is:

David Simpson(or successor in office)
District Clerk, Harris County
P O Box 4651
Houston, TX 77210-4651
Email address: David.Simpson@dro.hctx.net

6.3.2.1. Any changes to this assignment shall be documented by Controlled Correspondence.

6.3.2.2. The County Contract Manager has the authority to:

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

6.4. SUBCONTRACTING 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 Contract.

6.5. 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.

6.6. REPORTING FRAUD, WASTE, OR ABUSE

6.6.1. 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:

6.6.1.1. the Contract Manager;

6.6.1.2. the Division Chief for Contract Operations, Child Support Division;

6.6.1.3. the Division Chief for Field Support, Child Support Division;

6.6.1.4. the Director for Child Support (IV-D Director);

6.6.1.5. the OAG Ethics Advisor;

6.6.1.6. the OAG's Fraud, Waste and Abuse Prevention Program (FWAPP) Hotline (800-252-8011) or the FWAPP E-mailbox (FWAPP@oag.texas.gov);

6.6.1.7. the State Auditor's Office hotline for fraud (1-800-892-8348).

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

6.6.2.1. the specific suspected misconduct;

6.6.2.2. the names of the individual(s)/entity(ies) involved;

6.6.2.3. the date(s)/location(s) of the alleged activity(ies);

6.6.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and

6.6.2.5. any documents which tend to support the allegations.

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

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

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

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

6.7. COOPERATION WITH THE OAG

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.

6.8. DISPUTE RESOLUTION PROCESS FOR CLAIMS OF BREACH OF CONTRACT

6.8.1. 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.

6.8.2. A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, 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.

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

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by 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.

6.8.5. 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.

6.8.6. 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. 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 the County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on the 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

7.1.2.2.1. 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

7.1.2.3.1. 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.

7.1.2.4. Termination for Non-Compliance

7.1.2.4.1. 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.

7.1.3. **Personnel Briefings Training and Acknowledgments**

7.1.3.1. 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. The 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.

7.1.3.2. 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.

7.1.4. **Key Person Dependence or Collusion**

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 the 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 the 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 the 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 the 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 the 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.

7.2.2.2. The County or the 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 the 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.

7.2.2.3. 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**

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.

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:

i. Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction;
ii. Destroy or purge OAG Data in a manner consistent with state policy and federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
iii. Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and
iv. Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide 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 C).

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 under The Data Retention and Destruction section 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 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. **Requests to County for Confidential or Public Information**

7.2.5.1. The County and the 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:

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

7.3. PHYSICAL AND SYSTEM SECURITY

7.3.1. **General/Administrative Protections**

7.3.1.1. 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.

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

7.3.1.2.1. 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.

7.3.1.2.2. 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.

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

7.3.1.2.4. 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.

7.3.1.3. 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.

7.3.1.4. 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.

7.3.2. **Physical Security**

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

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

7.3.2.3. 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.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Digital Identity Guidelines.

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

7.3.3. **Logical/Information System Protections**

7.3.3.1. 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.

7.3.3.2. 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.

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

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

7.3.3.5. 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.

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

7.3.3.7. 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.

7.4. ENCRYPTION

7.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using

current FIPS validated cryptographic modules. 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.

7.4.2. 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.

7.5. SECURITY AUDIT

7.5.1. **Right to Audit, Investigate, and Inspect**

7.5.1.1. Without notice, the County shall permit, and shall require the 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:

ix. Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, the County and the County's Agents;

x. 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; and

xi. Enter into the offices and places of business of the County and the 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 the County's Agents are found to be noncompliant with physical and/or data security protection.

7.5.1.2. 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.

7.5.1.3. 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.

7.5.1.4. 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 the 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.

7.6. SECURITY INCIDENTS

7.6.1. **Response to Security Incidents**

7.6.1.1. 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. The incident response plan should cover such topics as:

xii. Initial responders;
xiii. Containment;
xiv. Management Notification;
xv. Documentation of Response Actions;
xvi. Expeditious confirmation of system integrity;
xvii. Collection of audit trails and similar evidence;
xviii. Cause analysis;
xix. Damage analysis and mitigation;
xx. Internal Reporting Responsibility;
xxi. External Reporting Responsibility; and
xxii. OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment D is the County's current internal incident response plan. Any changes to this incident response plan requires the OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

7.6.2. **Notice**

7.6.2.1. 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.

7.6.2.2. 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 E) 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.

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

xxiii. 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
xxiv. Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

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

7.6.3. **Final Report**

7.6.3.1. 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:

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

7.6.3.1.2. 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

7.6.3.1.3. 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.

7.6.3.2. 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.

7.6.3.3. 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.

7.6.4. **Independent Right to Investigate**

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.

7.7. REMEDIAL ACTION

7.7.1. **Remedies Not Exclusive and Injunctive Relief**

7.7.1.1. 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.

7.7.1.2. 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.

7.7.2. **Notice and Compensation to Third Parties**

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

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

xxv. A brief description of what happened;

xxvi. 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.);

xxvii. A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;

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

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

7.7.2.3. 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.

7.7.2.4. 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.

7.8. 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. CONVENIENCE OF THE PARTIES

The Parties to this Contract shall have the right, in each Party's sole discretion and at its sole option, to terminate this Contract by notifying the other Party hereto in writing of such termination at least thirty (30) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR CAUSE/DEFAULT

9.2.1. If the County fails to provide the contracted services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon notice of default to the County, immediately terminate all or any part of this 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 and indemnities 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. CHANGE IN FEDERAL OR STATE REQUIREMENTS

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

9.4. RIGHTS UPON TERMINATION

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

9.5. 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 and Conforming Amendments

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 program of child support enforcement pursuant to 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. 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 this Contract. 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 be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed $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. Upon execution of this Contract, the County must sign the Certification Regarding Lobbying attached as Attachment F and return it to the OAG along with the executed copy of this Contract. 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 the 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:

i. Make public policy;
ii. Promulgate, amend, or disregard the OAG Child Support program policy; or
iii. 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**

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.

10.2.3.1. 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.

10.2.3.2. In the event of an occurrence under the preceding paragraph, 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 (5) 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.

10.3. OFFSHORING

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

10.4. RIGHT OF REMOVAL

The OAG expects all services under this Contract to be competently and professionally performed. The County and the 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, or terminate this Contract if an acceptable resolution is not achieved. 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.

10.5. 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.

10.6. BACKGROUND REVIEWS

10.6.1. 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.

10.6.2. The Child Support Division 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 the County's Agents that are assigned to provide services to the OAG or are authorized to access, or are requesting access to 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.

10.6.3. Prior to allowing a County Agent access to OAG Data or to work in an OAG facility, the County shall provide the OAG with a completed "New County User Access" form (Attachment G) 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.

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

10.6.5. 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.

10.6.6. 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.

10.6.7. 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.

10.7. 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.

10.8. 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.

10.9. 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.

10.10. 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. The County further agrees that all payments shall be due and payable in Travis County, Texas.

10.11. ENTIRE CONTRACT

This document represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this document.

10.12. 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.

10.13. ATTACHMENTS

10.13.1. Attachment A: OAG Procedures for Customer Identification

10.13.2. Attachment B: Record of Support, Form 1828

10.13.3. Attachment C: Certificate of Destruction for Counties and Vendors

10.13.4. Attachment D: County's Incident Response Plan

10.13.5. Attachment E: Security Incident Report

10.13.6. Attachment F: Certification Regarding Lobbying

10.13.7. Attachment G: New County User Access Form

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL	**COUNTY**
DocuSigned by: Ruth Thornton 74BC75C5E8264B7...	
Ruth Anne Thornton Director of Child Support (IV-D Director)	The Honorable Lina Hidalgo County Judge, Harris County
9/29/2021 | 9:48 AM CDT	September 14, 2021
Signature Date	Signature Date

OAG Procedures
For
Customer Identification

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

Identifying Walk-In or Caller

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

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

Unidentifiable Walk-In or Caller

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

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

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

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

Provide a scanned copy of the information to be updated:

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

Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

ATTACHMENT B

Record of Support

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

Order Information

County Name:	Court Number:	Cause Number:
Attorney General Case Number:	Date of Hearing:	Order Sign Date:
Order Type: ☐ New Order	☐ Modified Order	
Payment Location: ☐ SDU	☐ County	☐ Other

Obligee/Custodial Parent Information

☐ Family Violence Protection (FV) *(Check if individual below is a victim of family violence)*

Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex: ☐ Male ☐ Female	Driver's License Number:		
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

Obligor/Non-Custodial Parent Information

☐ Family Violence Protection (FV) *(Check if individual below is a victim of family violence)*

Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex: ☐ Male ☐ Female	Driver's License Number:		
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

ATTACHMENT B

Dependent Information			
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
Attach additional forms if there are more children for this cause			

Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: ______________________________ Phone: Date:

ATTACHMENT C

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors 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 Revision 1, Guidelines for Media Sanitization: http://nvlpubs.nist.gov/nistp vbubs/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			Who Completed?		Who Verified?	
		CLEAR	Phone		Phone	
		PURGE	DATE Completed			
		DESTROY				

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) calendar 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.

Office of the Attorney General – Child Support Division

Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION
Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88 Revision 1, Guidelines for Media Sanitization: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IRS Publication 1075 directs us to 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 SP 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 SP 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 Revision 1, 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: 512-460-6027

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

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)	• 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	• 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	• 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	• 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	• 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	• 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	• 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

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT
For Contractors or Vendors

To immediately report an incident please contact:

Arthur Cantrell
OAG-CSD Information Security Officer
Arthur.Cantrell@oag.texas.gov
Office (512) 460-6061
Fax (512) 460-6027

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-CSD) Information Security Officer (ISO). Together, the Contractor and OAG-CSD 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-CSD. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CSD daily until the incident has been resolved and the OAG-CSD ISO has closed the incident. All security incident reports provided to OAG-CSD will be classified and handled as Confidential per Section *2059.055 Texas Government Code (TGC)* and Section *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 #

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

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

3. Scope of Incident *(Check one)*	
☐ Critical *(e.g., affects public safety or Federal/State/Individual confidential or private information)* ☐ High *(e.g., affects Contractor's entire network or critical business or mission systems)* ☐ Medium *(e.g., affects Contractor's network infrastructure, servers, or admin accounts)* ☐ Low *(e.g., affects Contractor's workstations or standard user accounts only)* ☐ 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)*	
☐ Loss of access to services ☐ Loss of productivity ☐ Loss of revenue ☐ Loss of reputation	☐ Propagation to other networks ☐ Unauthorized disclosure of data/information ☐ Unauthorized modification of data/information ☐ 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)*	
☐ Confidential/Sensitive/IRS data/info ☐ Financial data/info	☐ Personally identifiable information (PII/PHI)

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT
For Contractors or Vendors

☐ Non-sensitive data/info ☐ Publicly available data/info	☐ Intellectual property/copyrighted data/info ☐ Critical infrastructure/Key resources ☐ Unknown/Other *(Please describe below)*
Quantity of data/information affected: *(e.g., file sizes, number of records)*	
Describe the data and/or information that may have been compromised:	

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

7. Systems Affected by Incident *(Provide as much detail as possible)*	
Attack sources *(e.g., IP address, port)*:	
Attack destinations *(e.g., IP address, port)*:	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: *(e.g., web server, domain controller)*	
Operating systems of affected systems: *(e.g., version, service pack, configuration)*	
Patch level of affected systems: *(e.g., latest patches loaded, hotfixes)*	
Security software loaded on affect systems: *(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)*	
Physical location of affected systems: *(e.g., state, city, building, room, desk)*	
Additional system details:	

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8. Remediation of Incident *(Provide as much detail as possible – include dates)*	
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)*	

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Detailed incident timeline:		
Date	Time	Event/Action/Comment

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

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

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

Arthur Cantrell
OAG-CSD 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) 460-6027
Arthur.Cantrell@oag.texas.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CSD 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.

"Upon discovering a possible improper inspection or disclosure of FTI, including breaches and security incidents, by a federal employee, a state employee, or any other person, the individual making the observation or receiving information must contact the office of the appropriate special agent-in-charge, TIGTA immediately, but no later than 24 hours after identification of a possible issue involving FTI. Call the local TITGA Field Division Office first." "Concurrent to notifying TIGTA, the agency must notify the Office of Safeguards by email to Safeguards mailbox, safeguardreports@irs.gov." (IRS publication 1075 §10.1)

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.

ATTACHMENT F

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)

_____
(Respondent Printed Name)

_____
(Respondent Title)

_____
(Date)

_____
(Organization)

ATTACHMENT G

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