State of Texas
COOPERATIVE AGREEMENT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS AND HARRIS COUNTY

Contract Number: 22-C0080

1. INTRODUCTION

1.1. Parties

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

1.2. Authority to Contract

This Contract is authorized by Section 231.002 of the Texas Family Code and Section 791.011 of the Texas Government Code.

1.3. Purpose

The OAG and the County have entered into this Contract to provide the OAG with Community Supervision services on Title IV-D cases for the purpose of enforcement of child support, medical and dental support orders, a Title IV-D function.

1.4. Definitions

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

TERM	DEFINITION
Allowable Cost	The actual amount of costs incurred that qualify for reimbursement under the federal financial participation provisions of Part D, Title IV of the federal Social Security Act (45 U.S.C. §§651 et seq.) and 2 CFR Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".
Active Case	Any case that has not been classified by the OAG as an Inactive Case.
Active Caseload	Consists of all cases that have been classified by the OAG as Active Cases.

TERM	DEFINITION
Business Day	The days (Monday through Friday) on which the OAG is open for business. The OAG is closed for business on the scheduled holidays indicated below. If a scheduled holiday falls on a weekend, the holiday is generally not observed. The CSD Contract Manager or designee will communicate any variation from the standard holiday schedule as it becomes known. **Holiday** — **When Observed** New Year's Day — January 1 Martin Luther King, Jr. Day — Third (3rd) Monday in January Presidents' Day — Third (3rd) Monday in February Memorial Day — Last Monday in May Independence Day — July 4 Labor Day — First (1st) Monday in September Veterans' Day — November 11 Thanksgiving holidays — Fourth (4th) Thursday and Friday in November Christmas holidays — December 24, 25 and 26
Inactive Case	Any case classified as "Inactive" by the OAG according to any criterion in the *Inactive Cases* section below and for which the County will not be reimbursed.
Community Supervision Case	The placement of a Respondent by a court under a continuum of programs and sanctions, with conditions imposed by the court for a specified period during which: (A) criminal proceedings are deferred without an adjudication of guilt; or (B) a sentence of imprisonment or confinement, imprisonment and fine, or confinement and fine, is probated and the imposition of sentence is suspended in whole or in part.
OAG Case Management System	The Texas Child Support Enforcement System (TXCSES), a federally certified case management system for the IV-D program.
OAG Field Office	A local OAG child support office.
Respondent	Non-custodial parent in an active IV-D full-service case who has been ordered by the Court to participate in the County Community Supervision program.

1.5. Contract Provision Construction

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

2. CONTRACT TERM

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

3. REQUIREMENTS

3.1. County Services

The County shall provide enhanced monitoring and collection services on all Active Cases to maximize child, medical, and dental support collections. Services may include, but are not limited to, the activities enumerated in the following table.

SERVICE PROVIDED	DEFINITION
Intake Activities	The initial meeting with the Respondent following the rendition of the order requiring Community Supervision, including assisting the Respondent in completing a Data Gathering form, assessing Respondent's needs and establishing reporting duties and expectations for the Respondent.
Respondent Report	Regularly scheduled and required reports from the Respondent according to the terms set forth in the order requiring Community Supervision or in a manner deemed appropriate by the County Community Supervision Office.
Non-Compliant Respondent Report	If Respondent has paid less than seventy-five percent (75%) of the total monthly obligation for two (2) consecutive months, the County may require that Respondent's regularly scheduled reports be in-person only.
Phone Calls	Phone calls to or from the Respondent or other individuals as appropriate, in an effort to collect court-ordered child, medical or dental support.
Correspondence	Correspondence sent to the Respondent or other individuals as appropriate, in an effort to collect court-ordered child, medical, or dental support.
Field Visits	Visits to the Respondent's home, place of business, or other location as deemed appropriate by the County Community Supervision Office, in an effort to collect court-ordered child, medical, or dental support.
Referral to Other Programs	Referral to other programs as deemed appropriate by the County Community Supervision Office designed to ensure the Respondent achieves and maintains compliance with the court order.
Violation Report	Notification from the County Community Supervision Office to the appropriate OAG Field Office that the Respondent has not complied with the terms and conditions of the court-ordered Community Supervision. The notification shall: • Be in written form. • Contain only one (1) Respondent per Violation Report. • Include a current photograph of Respondent if available. The County shall document the Violation Report on the OAG Case Management System Case Diary screen and forward to the appropriate OAG Field Office via a method mutually agreed upon by the County and the local OAG Administration Office or OAG Field Office.

SERVICE PROVIDED	DEFINITION
First Violation Report	If the Respondent has not paid at least fifty percent (50%) of the total obligation accrued for four (4) consecutive months, the County may submit a First Violation Report. The First Violation Report must be updated with all relevant information, be clearly identified as a First Violation Report, and be forwarded to the appropriate OAG Field Office via email, facsimile or other method as mutually agreed upon by the County and the local OAG Administration Office.
Second Violation Report	If the Respondent has not paid at least fifty percent (50%) of the total obligation accrued during the sixty (60) days following submittal of the First Violation Report and the OAG has not responded to the County during the same sixty (60) days, the County may submit a Second Violation Report. The Second Violation Report must be updated with all relevant information, be clearly identified as a Second Violation Report, and be forwarded via email or facsimile to the appropriate OAG Field Office and the OAG Senior Regional Attorney.
Third Violation Report	If the Respondent has not paid at least fifty percent (50%) of the total obligation accrued during the thirty (30) days following the County's submittal of the Second Violation Report, and the OAG has not responded to the County during the same thirty (30) days, the County may submit a Third Violation Report. The Third Violation Report must be updated with all relevant information, be clearly identified as a Third Violation Report, and be forwarded via email or facsimile to the appropriate OAG Field Office, the OAG Senior Regional Attorney and the Deputy Division Chief for Legal Services: Ryan Morrow (or successor in office) Deputy Division Chief, Legal Services Email Address: Ryan.Morrow@oag.texas.gov.
Affidavit Preparation	The preparation of, or review and signing of, an OAG requested affidavit.
Court Activities	OAG requested court appearance for the purpose of testifying, providing a case briefing, conferring with the OAG, or meeting with a Respondent.
Locate Activities	Other than research conducted using only the OAG Case Management System, efforts by the County Community Supervision Office to locate a Respondent.
Classes	Any County required class or orientation meeting designed to enhance the Respondent's compliance with the court order.
Jail Review	A review to determine a Respondent's incarceration status that occurs no earlier than three (3) months prior to the Respondent's projected release date.

SERVICE PROVIDED	DEFINITION
Court Report	A written report filed with the court which advises the court that Community Supervision has been: (1) discharged because child support arrears have been paid in full, (2) terminated because the Respondent is deceased, (3) terminated pursuant to the court's order, or (4) closed at the OAG's request. *NOTE: Only one (1) Court Report may be submitted per case.*
Warrant/Capias Assistance	An affirmative act by the County to assist in the arrest of a Respondent in the County Community Supervision office who has an OAG requested warrant or capias pending.
Recommendation to Remove Respondent from Community Supervision	Notification from the County Community Supervision Office to the appropriate OAG Field Office that the Respondent or the Respondent's current situation may not be appropriate for supervised Community Supervision. The notification may be in the form of an affidavit or email, and may be forwarded to the appropriate OAG Field Office via email, facsimile, or other method as mutually agreed upon by the County and the OAG Regional Director and/or the OAG Senior Regional Attorney.

3.2. **Inactive Cases**

The County no longer has an obligation to provide monitoring and collection services for cases classified as "Inactive." The OAG will classify a case as Inactive if it meets any of the criteria in the table below.

INACTIVE CASE REASON	INACTIVE CASE DEFINITION
Closed IV-D Case	Any case that is classified as a "closed full service" case or a "registry only" case in the OAG Case Management System. The case will be included in the Active Caseload in the month the case is closed. In addition, the case will be considered Active in a month a Court Report is submitted.
Child, Medical, and Dental Support Obligations paid in full	All current child, medical, and dental support obligations have ended and all arrears are paid in full. The case will be included in the Active Caseload in the month all obligations were paid in full.
Respondent is incarcerated	The Respondent is currently incarcerated. The case will be included in the Active Caseload in the month following the month the Respondent is released from incarceration.
Respondent's Community Supervision Term has expired	The terms and conditions of Community Supervision, as set forth in the court order requiring Community Supervision, have been satisfied and supervision is no longer required by court order. The case will be included in the Active Caseload in the month the Respondent's Community Supervision term expired.

INACTIVE CASE REASON	INACTIVE CASE DEFINITION
Respondent's Community Supervision has been revoked	The Respondent's Community Supervision has been revoked. The case will be included in the Active Caseload in the month the Respondent's Community Supervision is revoked.
Respondent is deceased	The Respondent is deceased. The case will be included in the Active Caseload in the month of the Respondent's death.
Respondent resides outside of State	The Respondent no longer resides in the State of Texas and has failed to pay at least seventy-five percent (75%) of the total obligation for three (3) consecutive months.
Court of Continuing Exclusive Jurisdiction not in County	The Court of Continuing Exclusive Jurisdiction has been transferred to another county and the Respondent has paid less than seventy-five percent (75%) of the total obligation for three (3) consecutive months, or a new order has been rendered by the new Court of Continuing Exclusive Jurisdiction.

3.3. **Court Activities**

If requested by the OAG, the County will ensure that appropriate County personnel are available to perform Court Activities as defined in the *County Services* section above.

3.4. **Intake Processes**

The County will perform Intake Activities on each new Respondent. As part of the Intake Process, the County may require a Respondent to complete a county-facilitated orientation session, a budget management class and, when appropriate, a cooperative parenting class.

3.5. **Respondent Reporting Schedule**

3.5.1. The County will develop and implement a reporting schedule that motivates the Respondent to establish and maintain compliance with the court order.

3.5.2. In-person reporting is recommended for any Respondent that has paid less than seventy-five percent (75%) of the total obligation for two (2) consecutive months.

3.6. **Relationships with Local Programs**

The County will develop and maintain relationships with local programs that provide life skills training including, but not limited to, employment assistance, substance abuse issues, mental and physical wellness, family relationships, communication, and adult education.

The County will assess the Respondent's situation and make referrals to appropriate programs in an effort to remove barriers to compliance.

3.7. **Quarterly Meetings**

The County and the OAG Regional Director or the OAG Senior Regional Attorney will cooperate to schedule quarterly meetings as needed. The County will ensure that appropriate County personnel participate in scheduled quarterly meetings with the OAG to discuss program improvement, outstanding issues and any case specific details as needed.

3.8. **Reporting Requirements**

The County must submit a monthly report to the OAG Contract Manager or designee which must include, for each Active Case:

- OAG Case Number
- Respondent Name
- Community Supervision Intake Date
- Community Supervision Expiration Date
- Activities performed in the preceding calendar month
- Violation Reports submitted during the preceding calendar month

The report shall be submitted during the first fifteen (15) calendar days of each month. The report format and its implementation will be as agreed upon by the County and the OAG. The County will electronically transmit the required report.

3.9. **Training**

The County must ensure that, upon notification by the OAG, all County personnel performing Contract Services comply with mandatory OAG and statutory training requirements, including Section 9.3, Cybersecurity Training.

3.10. **Performance Measures**

3.10.1. Definitions

For the purposes of this *Performance Measures* section, the following terms shall have the meanings set forth below.

3.10.1.1. Paying Case

An Active Case that has received a collection equal to at least seventy-five percent (75%) of the total monthly obligation. The total monthly obligation includes all obligation types that were due during the report month (i.e. child/medical/dental current support and arrears payments).

3.10.1.2. Consecutive Pay

An Active case that has achieved the Paying Case standard for three (3), six (6) or nine (9) consecutive months.

3.10.2. Minimum Performance Standards

3.10.2.1. Monthly Paying Cases Ratio

The County will strive to achieve a monthly Paying Cases Ratio of at least forty percent (40%) of the Active Caseload. The OAG will calculate the monthly Paying Cases Ratio by dividing the total number of Paying Cases in the month by the sum of the total Active Caseload for the month.

3.10.2.2. Three-Month Consecutive Pay Ratio

The County will strive to achieve a monthly Three-Month Consecutive Pay Ratio of at least sixty percent (60%) of the Active Caseload. The OAG will calculate the Three-Month Consecutive Pay Ratio by dividing the total number of Paying Cases that have paid consecutively for three (3) months (including the month reviewed) by total number of Paying Cases in the month.

3.10.2.3. Six-Month Consecutive Pay Ratio

The County will strive to achieve a monthly Six-Month Consecutive Pay Ratio of at least forty percent (40%) of the Active Caseload. The OAG will calculate the Six-Month Consecutive Pay Ratio by dividing the total number of Paying Cases that have paid consecutively for six (6) months (including the month reviewed) by total number of Paying Cases in the month.

3.10.2.4. Nine-Month Consecutive Pay Ratio

The County will strive to achieve a monthly Nine-Month Consecutive Pay Ratio of at least thirty percent (30%) of the Active Caseload. The OAG will calculate the Nine-Month Consecutive Pay Ratio by dividing the total number of Paying Cases that have paid consecutively for nine (9) months (including the month reviewed) by total number of Paying Cases in the month.

3.10.3. Exceptional Performance Standards

The County may qualify to receive an additional monthly payment of up to four and one-half percent (4.5%) of the monthly invoice. In order to qualify for an exceptional performance additional payment, the County must not be in an unsatisfactory performance status during the month reviewed (see *Remedies for Unsatisfactory Performance* section below). In addition, the County must meet or exceed the Paying Cases Ratio and Exceptional Consecutive Payment Standards, as set forth in the table below.

ADDITIONAL PAYMENT	EXCEPTIONAL PAYING CASES RATIO STANDARD	EXCEPTIONAL CONSECUTIVE PAYMENT STANDARD
One Percent (1%) of the monthly invoice	Achieve a monthly Paying Cases Ratio of at least forty-five percent (45%) in the month reviewed.	Achieve a monthly Three-Month Consecutive Pay Ratio of at least seventy percent (70%) in the month reviewed.
One and One-Half Percent (1.5%) of the monthly invoice	Achieve a monthly Paying Cases Ratio of at least forty-five percent (45%) in the month reviewed.	Achieve a monthly Six-Month Consecutive Pay Ratio of at least fifty percent (50%) in the month reviewed.
Two Percent (2%) of the monthly invoice	Achieve a monthly Paying Cases Ratio of at least forty-five percent (45%) in the month reviewed.	Achieve a monthly Nine-Month Consecutive Pay ratio of at least forty percent (40%) in the month reviewed.

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

3.10.5. Remedies for Unsatisfactory Performance

3.10.5.1. Determination of Unsatisfactory Performance and Corrective Action

3.10.5.1.1. Failure of the County to perform Contract Services shall be considered unsatisfactory performance. Unsatisfactory performance issues shall be communicated to the County through Controlled Correspondence by the OAG Contract Manager.

3.10.5.1.2. The County must provide a written response to the OAG Contract Manager within a reasonable timeframe as determined by the OAG through Controlled Correspondence.

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

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

3.10.5.1.4.1. 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.

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

3.10.5.2. Right to Withhold Payments

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

- Respond to the OAG's initial correspondence regarding Contract service performance issues.
- Submit a corrective action plan to the OAG within the specified time frame.
- Implement the approved corrective action plan within the specified time frame.
- Return its performance to a satisfactory status within four (4) months after implementation of the corrective action plan.

3.10.5.2.2. OAG will resume payments to the County at such time as 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.

3.10.5.3. 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 the OAG commenced withholding payments.

3.11. **OAG Responsibilities**

3.11.1. The OAG is solely responsible for obtaining the requisite court order that requires the Respondent to participate in the County Community Supervision program and for filing any subsequent motions to revoke or modify the Respondent's Community Supervision status.

3.11.2. For each case in the Active Caseload, the OAG will:

3.11.2.1. Direct the Respondent to meet with the County upon conclusion of the court proceeding that requires the Respondent to participate in the County Community Supervision program.

3.11.2.2. Provide the County with a copy of the court order requiring the Respondent to participate in the County Community Supervision program.

3.11.2.3. Provide the County with a copy of any court orders which modify or terminate the terms and conditions of the Respondent's Community Supervision obligations.

3.11.2.4. Notify the County whenever the OAG has filed a motion to revoke, modify or terminate the terms and conditions of the Respondent's Community Supervision.

3.11.2.5. Notify the County of scheduled dates and times of all hearings to revoke, modify or terminate the terms and conditions of the Respondents Community Supervision.

3.11.2.6. Notify the County of the results of all hearings to revoke, modify or terminate the terms and conditions of the Respondent's Community Supervision.

3.11.3. The OAG will respond to all County recommendations for revocation of a Respondent's Community Supervision in accordance with the timeframes set forth for First, Second and Third Violation Reports.

3.11.4. The OAG will respond to all County recommendations to remove Respondents from Community Supervision within sixty (60) days of receipt by the OAG.

3.11.5. The OAG will file requisite motions to modify or terminate the terms and conditions of Community Supervision for a Respondent if OAG case closure is warranted for any reason. Motions will be filed prior to case closure on the OAG Case Management System.

3.11.6. The OAG will provide to authorized County personnel access to appropriate case and payment information on the OAG Case Management System. The OAG will work with the County to maintain any existing County access to the OAG Case Management System and will provide appropriate training to the authorized County personnel on its use. The County is responsible for obtaining the necessary hardware, software, internet service provider and phone lines for the connection to the OAG Case Management System and for all costs associated with obtaining and maintaining said connection.

3.11.7. The OAG Regional Director and OAG Senior Regional Attorney will schedule and attend quarterly meetings with County personnel to discuss program improvement, outstanding issues and any case specific details as needed.

4. FINANCIAL MATTERS

4.1. Maximum Liability of the OAG

Notwithstanding any other provision of this Contract, the maximum liability of the OAG for reimbursable expenses under the terms of this Contract is six million nine hundred seventy-four thousand seventy dollars ($6,974,070.00).

4.2. Reimbursement

4.2.1. Per-Case Reimbursement

The OAG will reimburse the County for the federal share of the County's Contract associated Allowable Costs subject to the limitations set forth in this Contract. Federal share means the portion of the County's Contract associated Allowable Costs that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purposes of reference only the federal share on the effective date of this Contract is sixty-six percent (66%). Cost principles in 2 CFR Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" shall apply to costs reimbursed under this Contract. The County and the OAG agree that, for the purposes of this Contract, all of the County's Contract associated Allowable Costs for any given calendar month is equal to the Active Caseload that was in existence on the last day of that month multiplied by a per case fee of forty-nine dollars and ninety-three cents ($49.93).

4.2.2. Exceptional Performance Additional Payment

In addition to the per-case reimbursement, the County may be eligible for an additional payment of up to four and one-half percent (4.5%) of the calculated per-case reimbursement, pursuant to the *Exceptional Performance Standards* section of this Contract.

4.2.3. Except as described in the *Inactive Cases* section above, the OAG is not financially liable to the County for any work associated with Inactive Cases.

4.2.4. The OAG shall be liable only for Contract associated costs incurred after the effective date of this Contract and before termination of this Contract.

4.2.5. The OAG may decline to reimburse Contract associated costs which are submitted for reimbursement more than sixty (60) calendar days after the state fiscal year calendar quarter in which such costs are incurred.

4.2.6. The County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and the County agree has resulted in

an overpayment to the County, provided that such sums cannot be offset and deducted from any amount owing but unpaid to the County.

4.2.7. The County agrees that:

4.2.7.1. The reimbursement for the County's performance of its responsibilities under this Contract represents the only reimbursement that can be charged to the OAG.

4.2.7.2. No other reimbursement for tasks, functions or activities that are incidental or ancillary to the performance of the County's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the County to cease performing its responsibilities due under this Contract.

4.2.7.3. The County shall not be entitled to payment for any task required by this Contract unless and until it has been performed or delivered to the OAG in accordance with the terms of this Contract and no partial or progress payments shall be made except as mutually agreed upon by the County and the OAG.

4.3. **Reimbursement Process**

4.3.1. The OAG will determine the monthly fee based on the number of Active Cases as of the last day of the calendar month and any achieved exceptional performance additional payments as set forth in the *Exceptional Performance Standards* section of this document.

4.3.1.1. The OAG will forward a Caseload Adjustment Summary and Collections Report to the County for review and approval within ten (10) Business Days from the day the County submitted the report. The County may either accept the Caseload Adjustment Summary and Collections Report or appeal the findings within ten (10) Business Days of receipt. If the County appeals the findings in the Caseload Adjustment Summary and Collections Report, the OAG will review and respond with an adjusted Caseload Adjustment Summary and Collections Report. If the County accepts the Caseload Adjustment Summary and Collections Report, the OAG will provide a final Caseload Adjustment Summary Report and Collections Report, a Performance Report, and a reimbursement invoice within five (5) Business Days.

4.3.1.2. If the County approves the Performance Report and reimbursement invoice, the County shall sign the invoice and return it to the OAG within ten (10) Business Days. The County's signature constitutes approval of the invoice and certification that all services provided during the period covered by the invoice are included on the invoice. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments.

4.3.1.3. 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

Or via facsimile to: (512) 460-6624

4.3.2. If the County does not approve the Performance Report and reimbursement invoice, it must notify the OAG within ten (10) Business Days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG will review the dispute

item and documentation. If the dispute is resolved in the County's favor, the OAG will make payment in the amount requested by the County. If the dispute is not resolved in the County's favor, the OAG will make payment in accordance with the reimbursement invoice originally sent to the County and forward a letter of explanation via Controlled Correspondence to the County.

4.4. **Audit and Investigation**

The County understands that acceptance of funds under the 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 "Audit Entities"), to conduct an audit or investigation in connection with those funds. The County further agrees to cooperate fully with the Audit Entities 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.

4.5. **Financial Terms**

4.5.1. 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.

4.5.2. Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement. The Parties acknowledge that the ability of the OAG to make payments under the 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 the Contract and the OAG's continual ability to make payments under the 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 the 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 the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to the County of any such termination. In the event of such a termination, the County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5.3. 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.

4.5.4. 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.

5. CONTRACT MANAGEMENT

5.1. Controlled Correspondence

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

5.1.2. 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.

5.1.3. Controlled Correspondence documents shall be maintained by both Parties in on-going logs. Any communication not generated in accordance with such process shall not be binding upon the Parties and shall be of no effect.

5.2. Notices

5.2.1. Written Notice Delivery

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

5.2.1.1. County Address

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

The Honorable Lina Hidalgo (or successor in office)
Harris County Judge
1001 Preston, Suite 911
Houston, TX 77002-0001

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

Shelli Manning (or successor in office)
Data Analyst, Grant Manager & Public Relations Specialist
Harris County Domestic Relations Office
1310 Prairie, Suite 1080
Houston, TX 77002-0001

5.2.1.2. OAG Address

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

Ruth Anne Thornton (or successor in office)
Director of Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017 (Mail Code 033)
Austin, TX 78711-2017

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

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

5.3. **Contract Managers**

5.3.1. The OAG Contract Manager

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

Changes to this assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

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

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

5.3.2. The County Contract Manager

Shelli Manning (or successor in office)
Data Analyst, Grant Manager & Public Relations Specialist
Harris County Domestic Relations Office
1310 Prairie, Suite 1080
Houston, TX 77002-0001
Email: shelli.manning@dro.hctx.net
Phone: (713) 274-7297

Changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

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

5.4. **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.

5.5. **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.

5.6. **Reporting Fraud, Waste, or Abuse**

The County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

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

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

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

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

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

5.7. **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.

5.8. **Dispute Resolution Process for Claims of Breach of Contract**

5.8.1. 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.

5.8.1.1. 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, P.O. 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.

5.8.1.2. 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.

5.8.1.3. 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.

5.8.2. 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.

5.8.3. 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.

6. INFORMATION PROTECTION PROVISIONS

6.1. General

6.1.1. Survival of Provisions

6.1.1.1. Perpetual Survival and Severability

6.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Contract and shall be perpetual.

6.1.1.1.2. 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.

6.1.1.1.3. 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.

6.1.2. Applicability

6.1.2.1. References in the Information Protection Provisions

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

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

6.1.2.1.3. All references to "County" shall mean Harris County.

6.1.2.1.4. 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.

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

6.1.2.1.6. 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 OAG Case Management 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.

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

6.1.2.1.8. 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 section 6.2, *Data Security*, and section 6.3, *Physical and System Security*, subsections below.

6.1.2.2. Inclusion in all Subcontracts

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

6.1.2.3. Third Parties

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

6.1.3. Termination for Non-Compliance

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

6.1.4. Personnel Briefings Training and Acknowledgements

6.1.4.1. The County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. 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.

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

6.1.5. 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.

6.2. **Data Security**

6.2.1. Rights in OAG Data

6.2.1.1. 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.

6.2.2. Use of OAG Data

6.2.2.1. 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.

6.2.2.1.1. 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.

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

6.2.3. Statutory, Regulatory and Policy Compliance

6.2.3.1. The County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to the County's obligations under this Contract are included in this Contract.

6.2.4. Data Retention and Destruction

6.2.4.1. 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 a schedule is developed. Subsequent to developing and agreeing upon that schedule, the County shall:

6.2.4.1.1. Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction;

6.2.4.1.2. Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;

6.2.4.1.3. Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

6.2.4.1.4. Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide the OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment One).

6.2.4.2. 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 section 6.2.4.1 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.

6.2.4.2.1. Within twenty (20) Business Days of Contract expiration or termination, the County shall provide the OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.2.4.3. 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.

6.2.5. Requests to County for Confidential or Public Information

6.2.5.1. 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:

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

6.3. **Physical and System Security**

6.3.1. General/Administrative Protections

6.3.1.1. 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.

6.3.1.2. 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.

6.3.1.2.1. 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 authorized to access the OAG Case Management System 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.

6.3.1.2.2. 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.

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

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

6.3.1.3. 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.

6.3.1.4. 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.

6.3.2. Physical Security

6.3.2.1. 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.

6.3.2.2. 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.

6.3.2.3. 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.

6.3.2.4. 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.

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

6.3.3. Logical/Information System Protections

6.3.3.1. 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.

6.3.3.2. 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.

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

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

6.3.3.5. 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.

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

6.3.3.7. 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.

6.4. **Encryption**

6.4.1. 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.

6.4.2. 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.

6.5. **Security Audit**

6.5.1. Right to Audit, Investigate and Inspect

6.5.1.1. 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:

i 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;

ii Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;

iii Enter into the offices and places of business of the County and 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.

6.5.1.2. 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.

6.5.1.3. 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 OAG auditors and inspectors to perform their work.

6.5.1.4. 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.

6.6. **Security Incidents**

6.6.1. Response to Security Incidents

6.6.1.1. 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. Attachment Two is the County's current internal incident response plan. Any changes to this incident response plan requires OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence. The incident response plan should cover such topics as:

i Initial responders
ii Containment
iii Management Notification
iv Documentation of Response Actions
v Expeditious confirmation of system integrity
vi Collection of audit trails and similar evidence
vii Cause analysis
viii Damage analysis and mitigation
ix Internal Reporting Responsibility
x External Reporting Responsibility
xi OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address.

6.6.2. Notice

6.6.2.1. 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.

6.6.2.2. 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 Three) 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.

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

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

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

6.6.3. Final Report

6.6.3.1. 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:

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

6.6.3.1.2. 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

6.6.3.1.3. 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.

6.6.3.2. 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.

6.6.3.3. 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.

6.6.4. Independent Right to Investigate

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

6.6.5. Remedial Action

6.6.5.1. Remedies Not Exclusive and Injunctive Relief

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

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

6.6.5.2. Notice and Compensation to Third Parties

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

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

i A brief description of what happened;

ii A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);

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

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

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

6.6.5.2.3. 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.

6.6.5.2.4. 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.

6.7. Commencement of Legal Action

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

7. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both Parties.

8. TERMINATION OF THE CONTRACT

8.1. Convenience of the Parties

The Parties reserve the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if either Party determines that such termination is in its best interest. 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. The OAG shall have no other liability including no liability for any costs associated with the termination.

8.2. Cause/Default

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

to the County, 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.

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 will be liable for all costs and expenses, including court costs, incurred by the OAG with respect to the enforcement of any of the remedies listed herein.

8.3. **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.

8.4. **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.

8.5. **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.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law

The County must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to the County while: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal 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 parties' compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

9.1.2. Equal Employment Opportunity

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

9.1.3. 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.

9.1.4. 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.

9.1.5. Environmental Protection

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

9.1.6. Certification Concerning Dealings with Public Servants

The County, by entering into 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.

9.1.7. Certain Disclosures Concerning Lobbying

The County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. The County must sign and return the Certification Regarding Lobbying (Attachment Four); attached hereto and incorporated herein). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. Section 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

9.2. **General Responsibilities**

9.2.1. Independent Contractor

The 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 the 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.

9.2.2. No Implied Authority

Any authority delegated to the County by the OAG is limited to the terms of this Contract. The County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

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

9.2.3. 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.

9.2.4. Right of Removal

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

9.2.5. 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.

9.2.5.1. 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.

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

9.3. **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.

9.4. **Background Reviews**

9.4.1. 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 the 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.

9.4.2. The CSD of the OAG is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the CSD 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 CSD. The OAG shall have the right under this Contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to the OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist the OAG in performing background reviews and criminal records checks, the County shall provide identifying data and any required consent and authorization to perform such reviews and checks. Additionally, the County or the County's Agents will be required to comply with OAG policy and procedure to provide an electronic scan of fingerprints and collection of demographic information to the OAG's designated agent in order to facilitate a National Criminal History records inquiry and if applicable a State and local criminal records inquiry. The OAG is prohibited from revealing the results of any criminal history records check to the County.

9.4.2.1. 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 Five) 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.

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

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

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

9.4.2.5. The County must require all County Agents to notify the County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first Business Day following an arrest. Within one (1) Business Day of an arrest notification the County shall notify the OAG of the arrest. The County must also require any County Agent who has been arrested to provide an official offense report to the County as soon as possible but no later than thirty (30) calendar days from the date of the arrest. Within one (1) Business Day of receipt of the report, the County shall provide the OAG with a copy of the offense report.

9.5. **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.

9.6. **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 OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

9.7. **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.

9.8. **Headings**

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

9.9. **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.

9.10. **Entire Contract**

This document represents the entire Contract 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.

9.11. **Counterparts**

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

9.12. **Attachments**

9.12.1. Attachment One. Certificate of Destruction for Counties and Vendors

9.12.2. Attachment Two. County Internal Incident Response Plan

9.12.3. Attachment Three. Security Incident Report

9.12.4. Attachment Four. Certification Regarding Lobbying

9.12.5. Attachment Five. New County User Access form

AGREED TO AND ACCEPTED:

OFFICE OF THE ATTORNEY GENERAL	**HARRIS COUNTY**
DocuSigned by: Brent Webster D6A2B7EF7FD8471...	
Brent Webster First Assistant Attorney General	The Honorable Lina Hidalgo County Judge, Harris County
12/14/2021 | 4:38 PM CST	September 14, 2021
Signed Date	Signed Date

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, Guidelines for Media Sanitization. http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

Contact Name	Title	Company Name and Address	Phone

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

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

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

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						

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

Comments:

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

Description of OAG Data Retained and Retention Requirements:		
Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

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

Send the signed Certificate of Destruction to:

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

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

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

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88 Revision 1, Section 4.

There are two primary types of media in common use:

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

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) Business Days of Contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to:

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

FAX to: 512-460-6070

or send as an email attachment to:

Arthur.Cantrell@oag.texas.gov

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

HARRIS COUNTY

INCIDENT RESPONSE PLAN

Adopted November 5, 2007

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Harris County
Incident Response Plan

Overview

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

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

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

Incident Response Team

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

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	• 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

- **Incident Identification**

Date Updated: _____

General Information

Incident Detector's Information:

Name: _____ Date and Time Detected: _____

Title: _____ _____

Phone: _____ Location Incident Detected From: _____

Email: _____ _____

Detector's Signature: _____ Date Signed: _____

Incident Summary

Type of Incident Detected:

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

Incident Location:

_____

Site: _____

Site Point Of Contact: _____ _____

Phone: _____ _____

Email: _____

How was the Intellectual Property Detected: _____

_____

_____

_____

_____

_____

Additional Information: _____

_____

_____

_____

_____

- **Incident Survey**

Date Updated: _____

Location(s) of affected systems: _____

_____

_____

_____

Date and time incident handlers arrived at site: _____

_____

_____

_____

Describe affected information system(s): _____

_____

_____

_____

Is the affected system connected to a network? YES NO

Is the affected system connected to a modem? YES NO

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

_____

_____

_____

_____

_____

_____

- **Incident Containment**

Date Updated: _____

Isolate Affected Systems:

CISO approved removal from network? **YES** **NO**

If YES, date and time systems were removed: _____

If NO, state reason: _____

_____

_____

Backup Affected Systems:

Successful backup for all systems? **YES** **NO**

Name of person(s) performing backup: _____

_____

Date and time backups started: _____

Date and time backups complete: _____

- **Incident Eradication**

Date Updated: _____

Name of person(s) performing forensics on systems:

_____

_____

_____

_____

_____

_____

Was the vulnerability identified: YES NO

Describe: _____

_____

_____

_____

_____

_____

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Arthur Cantrell
OAG-CS Information Security Officer
Arthur.Cantrell@oag.texas.gov
Office (512) 460-6061
Fax (512) 460-6850

To immediately report an incident please contact:

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

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Sections 2059.055 and 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)*	☐ Social engineering *(e.g., phishing, scams)*
☐ Denial of service *(including distributed)*	☐ Technical vulnerability *(e.g., 0-day attacks)*
☐ Malicious code *(e.g., virus, worm, Trojan)*	☐ Theft/loss of equipment/media/document
☐ Misuse of systems *(e.g., acceptable use)*	☐ Unauthorized access *(e.g., systems, devices)*
☐ Reconnaissance *(e.g., scanning, probing)*	☐ 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	☐ Propagation to other networks
☐ Loss of productivity	☐ Unauthorized disclosure of data/information
☐ Loss of revenue	☐ Unauthorized modification of data/information
☐ Loss of reputation	☐ 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)*	

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information *(Check all that apply)*	
☐ Confidential/Sensitive/IRS data/info ☐ Financial data/info ☐ Non-sensitive data/info ☐ Publicly available data/info	☐ Personally identifiable information (PII/PHI) ☐ 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)*	

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

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:	

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)*	

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

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

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

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

Arthur Cantrell
OAG-CS Information Security Officer
Mail Code 033-1
5500 E. Oltorf : P.O. Box 12017
Austin, TX 78741 : Austin, TX 78711-2017
Office (512) 460-6061
Fax (512) 460-6850
Arthur.Cantrell@oag.texas.gov

***PLEASE NOTE:**

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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



(Respondent Signature)

Lina Hidalgo

(Respondent Printed Name)

County Judge

(Respondent Title)

September 14, 2021

(Date)

(Organization)

CHILD SUPPORT DIVISION

Request for New County User

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

Employee Name: _____

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

_____

County: _____

Work Email Address: _____

Work Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Social Security Number: _____

_____ _____

Supervisor's Signature Title

_____ _____

Supervisor's Email Address Date