

SAFEGUARDS FOR TWC INFORMATION AND CONFIDENTIALITY OF RECORDS

The Board, Board staff, Board's subrecipients, contractor and subcontractor shall comply with these safeguards:

1. "TWC Information" means records maintained by the Agency, and records obtained by Board, Board staff, Board subcontractor, and Board subcontractor staff from the Agency under this Agreement, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Board, Board staff, Board subcontractor, or Board subcontractor staff have converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Board, Board staff, Board subcontractor, or Board subcontractor staff records, files, or data compilations.
2. Safeguards: Maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information. Board shall assure that Board staff, Board subrecipients, contractor and subcontractor staff comply with all safeguards and responsibilities of TWC Information Technology Security Guidelines and this Attachment A. Board shall be responsible for compliance by Board staff, Board subrecipients, contractor, and subcontractor staff, and shall be liable for any damages resulting from failure by Board staff, Board's subrecipients, Board's contractor, or Board's subcontractor staff to comply with these safeguards. The Board will comply with all requirements in federal and state law for safeguarding TWC Information, including 20 C.F.R. § 603.9 relating to safeguarding TWC unemployment compensation and employer tax information and insuring its confidentiality. Various federal and state laws and regulations, including but not limited to FERPA, FERPA regulations, HIPAA, HIPAA regulations, and the HITECH Act, may also protect TWC Information.
3. Monitoring. Board, Board staff and subrecipients shall monitor its Users', including Board staff, Board subrecipients, Board contractors and Board subcontractor staff, access to and use of TWC Information and will ensure that TWC Information is used only for the limited purpose of fulfilling Board obligations under this Agreement (referred to below in this Section as "Limited Purpose"). The Board shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Agreement. The Board shall require that all the Board's subrecipients monitor access to and use of TWC Information by the subrecipient's staff.
4. Storage and Protection. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall store and process TWC Information in a place physically secure from access by unauthorized persons by any means.
5. Access. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. Instruction. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603, Texas Labor Code § 301.85, and 40 TAC Chapter 815, as well as the sanctions specified in this Agreement and under state and federal law for unauthorized use or disclosure of TWC Information. The Board acknowledges that all personnel who will have access to TWC Information have been instructed as require.

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7. Disposal. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to the Agency or destruction of TWC Information, as directed by the Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall dispose of all TWC Information as required by this Agreement and the Board's written records retention requirements.
8. System. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Section and the other provisions of this Agreement. The Board and Board's subrecipients, contractors, and subcontractors shall keep and maintain complete and accurate records sufficient to allow the Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine the compliance by the Board and Board's subrecipients, contractors, and subcontractors with this Agreement.
9. No Disclosure or Release. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall not disclose or release any TWC Information other than as permitted in this Agreement, without prior written consent of the Agency.
10. Unauthorized Disclosure. It is a breach of this Agreement to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of the Agency, to:
 - 10.1 Board or Board's subrecipient employees or any individual not directly employed by the Board who do not have a need to use TWC Information for the limited purpose under this agreement; or
 - 10.2 another government entity, including a law enforcement entity.
11. Authorized Disclosure. TWC Information may only be disclosed to employees under the direct control of the Board or Board's subrecipients or who are responsible for monitoring or auditing under an active contract with the Board who have a need to use the TWC Information for the Limited Purpose under this agreement.
12. Security Violation. Board and Board's subrecipients shall monitor access of Users and shall notify the Agency within twenty-four (24) hours if a security violation of this Agreement is detected, or if the Board or Board's subrecipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Agreement even if the TWC Information is converted by the Board, Board's staff, Board's subrecipient, Board's contractor, or Board's subcontractor staff into another format or medium, or is incorporated in any manner into the Board's or Board's subrecipient records, files, or data compilations.
14. Access Limited. Board, Board's subrecipients, Board's contractors, and Board's subcontractors shall limit access to TWC Information to their employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. With the exception of reports required to perform daily job functions for staff working offsite, the Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from the Board's or Board's subrecipient facility, without the prior written authorization of the Agency. All TWC information placed on a mobile, remote, or portable storage device must be safeguarded in accordance with agency policy.

16. Public Information Act.

- 16.1 Unemployment Information: Under Texas Labor Code § 301.085, individually identifiable information regarding unemployment insurance benefits applicants and recipients and employer tax reported information, including wage records, is not “public information” for purposes of the Texas Public Information Act, Texas Government Code, Chapter 552. The Board, Board’s staff, Board’s subrecipient, Board’s contractor, and Board’s subcontractor staff shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.2 Job Matching Services: Individually identifiable information maintained in the WorkInTexas system and the Workforce Case Management System is not “public information” for purposes of the Public Information Act. The Board, Board’s staff, Board’s subrecipient, Board’s contractor, and Board’s subcontractor staff shall not release any individually identifiable information from the WorkInTexas system or the Workforce Case Management System in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.3 Child Care Information: Individually identifiable information maintained in the Child Care Case Management System is not “public information” for purposes of the Public Information Act. The Board, Board’s staff, Board’s subrecipient, Board’s contractor, and Board’s subcontractor staff shall not release any individually identifiable information from the Child Care Case Management System in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.4 Student Records: “Student record” as defined in the Family Educational Rights and Privacy Act (FERPA) is not “public information” for purposes of the Public Information Act. Boards, Board staff, Board subcontractor, and Board subcontractor staff shall not release any “student records” collected, used or maintained in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.5 WorkInTexas Customer Information: Individually identifiable information maintained in the WorkInTexas Customer Relationship Management (WIT- CRM) System is not “public information” for purposes of the Public Information Act. The Board, Board’s staff, Board’s subrecipient, Board’s contractor, and Board’s subcontractor staff shall not release any individually identifiable information from the WorkInTexas Customer Relationship Management (WIT-CRM) System in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 16.6 Customer Care Division’s Customer Information: Individually identifiable information maintained in the Customer Care Division’s Customer Relationship Management (CCD-CRM) System is not “public information” for purposes of the Public Information Act. The Board, Board’s staff, Board’s subrecipient, Board’s contractor, and Board’s subcontractor staff shall not release any individually identifiable information from the Customer Care Division’s Customer Relationship Management (CCD-CRM) System in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

- 16.7 Protected Health Information: "Protected health information," as defined in Texas Health and Safety Code, Chapter 181 and 45 C.F.R. Parts 160, 162, and 164, such as Medicaid information provided from, by or accessed through the Health and Human Services Commission systems as required by the HIPAA and HITECH, is not subject to release under the Public Information Act. The Board, Board's staff, Board's subrecipients, Board's contractor, and Board's subcontractor staff shall not release any protected health information except in accordance with law as applicable to the information and shall secure the information consistent with applicable laws. as required by the HIPAA and HITECH, is not subject to release under the Public Information Act. The Board, Board's staff, Board's subrecipients, Board's contractor, and Board's subcontractor staff shall not release any protected health information except in accordance with law as applicable to the information and shall secure the information consistent with applicable laws.
17. Board agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant or benefit participants.
18. Board shall not disclose or re-disclose any Personally Identifiable Information (PII) or employer of any grant or benefit participant unless permitted by law.
19. All releases of information shall be in accordance with policies of the Agency and the Board. If there is any conflict between Board policy and Agency policy, Agency policy shall control. If Board and Agency policy are not clear concerning the release of information, the Board shall confer with the Agency about the release.
20. Board will notify the Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Weekends and holidays are not included when calculating the 24-hour period. Federal regulations dictate the handling of subpoenas for TWC Information. The Board or Board's subrecipient shall comply with the subpoena handling requirements applicable to the information, including 20 C.F.R. § 603.7, in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information relating to unemployment compensation and employer tax information.
21. Board and the Board's subrecipient, contractor, and subcontractor shall not transfer the authority or ability to access or maintain TWC Information under this Agreement to any other person or entity.
22. No Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall access TWC Information listed under his or her own Social Security number (SSN) or the SSN of a co-worker, family member, or friend.
23. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall permit access to TWC Information only to individuals, as referenced in Section 23.11, whom the Board, Board's staff, Board's subrecipient, Board's contractor, or Board's subcontractor has determined poses no threat to the security of TWC Information.
24. Board, Board's staff, Board's subrecipient, Board's contractor, and Board's subcontractor staff shall not transmit any TWC Information over the Internet unless it is encrypted using TWC approved encryption standards.

25. The Board shall designate an initial Resource Access Control Facility (RACF) Manager ("RACF Manager") and any subsequent RACF Managers in writing to the Agency. All designated RACF Managers must execute a P-41 Texas Workforce Commission Information Resources Usage Agreement, and complete Security Training and Agency RACF Manager Training ("Manager Training"). The Agency will not authorize access to a designated RACF Manager until Agency RACF Administration has received copies of the designee's Training Certificate, certificate of completion of Manager Training ("Manager Training Certificate") and completed a P-41 Texas Workforce Commission Information Resources Usage Agreement. The RACF Manager shall create a written report within fifteen (15) calendar days after the end of each month, listing all Users authorized for online access at any time during the previous month including the unique identifier and work address of each User. The RACF Manager shall immediately terminate access of any User no longer employed by the Board or Board's subrecipient or any User whose job responsibilities no longer require access to TWC Information. **The RACF Manager shall provide a copy of all reports, and a list of the names, unique identifiers, and work addresses of all current Users, with P-41 Texas Workforce Commission Information Resources Usage Agreements and copies of Manager Training Certificates attached, at any time upon Agency request.** A unique identifier may be used on all reports in lieu of SSN provided that the User SSN is available upon request. The Board shall be responsible for ensuring that each RACF Manager complies with the provisions of this Agreement and shall be liable and responsible for all actions of each RACF Manager. **The RACF Manager shall provide a copy of all reports and a list of external agencies and community partners with P-48 TWC Systems Access and Data Security Report for Other Agencies and Community Partners, at any time upon Agency request.**