

**Agreement by Third Party to Protect the
Confidentiality of Unemployment Compensation Information
(Pursuant to 20 CFR 603.5(d)(2) Informed Consent – One Data Subject)**

Certain information and documentation maintained by the Texas Workforce Commission (TWC or Agency) in its role as the state-level administrator of the Workforce Development, Unemployment Compensation programs, and other TWC-administered programs is confidential under state and federal law, including unemployment compensation information under 20 C.F.R. part 603, and 40 Tex. Admin. Code § 815.161-168 as amended, and job service matching records of the Texas Workforce Commission, including those in the WorkinTexas.com database, under Tex. Labor Code Ann. § 301.081-301.085 and 40 Tex. Admin. Code § 843.1 (collectively, Confidential Information).

The requestor named below (Requestor) has made a request on behalf of the Requesting Entity named below (Requesting Entity) for certain of TWC’s Confidential Information described below (Requested Information). To protect the confidentiality of the Confidential Information, the Requesting Entity agrees, as a condition to the Requestor’s receipt of the Requested Information, to the terms and conditions set forth in this agreement (Agreement).

Requestor Name:	
Requestor Title:	
Requesting Entity:	
Description of Requested Information:	
Individual or Employer Who is the Subject of the Information:	
Intended Use of Requested Information:	Must be consistent with the attached Authorization.
Method of Transfer for Requested Information:	GovQA secure portal Other, specify:
Destruction Date for Requested Information:	
Has the individual or employer who is the subject of the Requested Information signed the Authorization submitted with this Agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the Requestor an agent of the individual or employer whose records are requested?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a one-time request for records using the attached Authorization?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has there been at least one previous request, or will there be one or more future requests for Confidential Information using the attached Authorization?	<input type="checkbox"/> Yes <input type="checkbox"/> No

The Agency's disclosure of information to the undersigned Requestor must be made on or before the expiration date of a fully completed Authorization for such information. This disclosure is made conditioned on the faithful adherence of the undersigned Requestor to the following terms and conditions:

1. **Exclusive Use of Requested Information.** The Confidential Information provided to the Requesting Entity will be used exclusively for the "Intended Use of Requested Information" shown above (Purpose).
2. **Requesting Entity Responsibilities and Actions.** In this Agreement, the responsibilities and actions attributable to the Requesting Entity include all responsibilities and acts performed by any person who receives or gains access to the Requested Information disclosed by TWC to the Requestor on behalf of the Requesting Entity pursuant to the request described above. The Requesting Entity will limit access to the Confidential Information to authorized officials, and employees under the Requesting Entity's authority and control who need access to the Requested Information to perform duties in connection with the Purpose. Requesting Entity will require all persons who have access to TWC Confidential Information to abide by the terms of this Agreement and agrees to be responsible for any breach or threatened breach of this Agreement by the Requesting Entity, including any person with access to the Requested Information.
3. **Confidentiality of Requested Information.** The Requesting Entity will maintain the confidentiality of the Requested Information and will not disclose any Requested Information to any third party except as permitted by this Agreement. The Requesting Entity will keep the Requested Information secure by allowing access to Requested Information only by authorized persons and by using at least the same degree of care used to protect the Requesting Entity's own confidential information, which shall not be less than a reasonable standard of care.
4. **Use of Requested Information.** The Requesting Entity will use the Requested Information only to the extent necessary to perform duties required to achieve the Purpose and not for any other purpose.
5. **Limited Redisclosure to Data Subjects.** The Requesting Entity may redisclose the Requested Information (A) to the individual or employer who is the subject of the information, or (B) to an attorney or other duly authorized agent representing the individual or employer who is the subject of the information.
6. **Redisclosure in Court Proceedings.** The Requesting Entity may redisclose the Requested Information in connection with any civil or criminal proceedings for or on behalf of the Requesting Entity, provided that: (A) such redisclosure is necessary to achieve the Purpose; and (B) is made only to Recipients listed on the Authorization.
7. **Response to Subpoena.** If the Requesting Entity receives a subpoena for the Requested Information (or for testimony concerning such information), the Requesting Entity agrees to immediately provide written notice to TWC of the subpoena and will reasonably cooperate with TWC regarding the response to the subpoena, including but not limited to filing a motion to quash, and if such motion is denied, obtaining other reasonable assurances to maintain the confidentiality of the Requested Information, as required by 20 CFR 603.7(a). Notwithstanding the foregoing, the Requesting Entity may comply with such subpoena, if pursuant to 20 C.F.R. § 603.7, the request is from an official (other than a clerk of the court on behalf of a litigant) with authority to obtain such information by subpoena under State or Federal law, provided that the party receiving the information executes an agreement (or obtains a court order) with substantially the same protections as those found in this Agreement.
8. **Response to PIA Request (for governmental requestors).** Under section 301.085 of the Texas Labor Code, the Confidential Information is not "public information" for purposes of chapter 552 of the Texas Government Code (PIA) and, therefore, shall not be disclosed in response to a request for public information made under the PIA. If the Requesting Entity receives a PIA request for the

Requested Information, Requestor agrees to immediately provide written notice to TWC of such request.

9. **No Reproduction.** The Requesting Entity shall not copy, reproduce, or transmit any Requested Information except to the extent necessary to perform duties connected to the Purpose.
10. **No Transfer.** The Requesting Entity shall not transfer the authority and ability to access or maintain Requested Information under this Agreement to any other person or entity.
11. **Labeling Requested Information as Confidential.** The Requesting Entity agrees to label (or cause to be labeled) the Requested Information as confidential.
12. **Physical Security.** The Requesting Entity shall store the Requested Information, regardless of the medium, in a place physically secure from access by unauthorized persons.
13. **Technical Security.** The Requesting Entity agrees at all times to maintain network security that—at a minimum—includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Likewise, the Requesting Entity agrees to maintain network security that conforms to one of the following:
 - A. Those standards the State of Texas applies to its own networks, found at [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=1&pt=10&ch=202&sch=B&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=1&pt=10&ch=202&sch=B&rl=Y);
 - B. Current standards set forth and maintained by the National Institute of Standards and Technology; or
 - C. IRS Publication 1075 or comparable standards.
14. **Encryption.** The Requesting Entity shall store and process Requested Information that is in an electronic format in such a way that (A) unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means, (B) at an encryption level of 256-Bit Encryption or higher, and (C) using FIPS 140-2 certificate methods.
15. **Security Instruction.** By signing this Agreement, Requestor acknowledges that state and federal laws and regulations applicable to the Confidential Information require that all personnel having access to the Requested Information be instructed about the confidential nature of the information. This instruction must include the requirements of this Agreement and the sanctions specified in section 301.085 of the Texas Labor Code, which provides that unauthorized disclosure or use of Confidential Information is a Class A misdemeanor and, as such, infractions may result in fines and/or imprisonment. The Requestor will provide, or will ensure that Requesting Entity provides, instruction accordingly to all such personnel.
16. **Notice of Security Incident.** The Requesting Entity agrees to notify TWC via email at CISO@twc.texas.gov, privacy.office@twc.texas.gov, and privacy.advisor@twc.texas.gov immediately upon detection of a "security incident," as that term is defined in section 2054.603(1) of the Texas Government Code. Requestor shall provide any notices required by law in connection with any security incident, including without limitation notices required under state and federal law.
17. **Notice of Breach of this Agreement.** The Requesting Entity will fully and promptly provide written notice to TWC upon discovery of any breach or threatened breach of this Agreement.
18. **Data Aggregation.** If the Purpose includes using the Requested Information for research purposes, Requesting Entity, or any authorized person(s) conducting the research will not include any personally identifiable information (including, without limitation, names) or data containing such information in any research report produced from the research. The Requesting Entity and the authorized person(s) conducting the research shall not disclose any data obtained under this Agreement in a manner that, alone or in conjunction with other information that may be available, could identify an individual to another person or entity.

19. **Return or Destruction of Requested Information.** The Requesting Entity agrees to return or destroy all Requested Information (and all copies thereof, as well as all notes, analyses, compilations, studies, or other documents containing any Requested Information (collectively, Notes)), including all electronic data containing Requested Information, as promptly as practicable after the earlier of the expiration of the Purpose or the destruction date set forth above. Notwithstanding the foregoing, (A) the Requesting Entity may retain such information as required by applicable laws or regulations and will not be required to destroy electronic copies stored as backup data, provided that such data cannot be retrieved or accessed by unauthorized persons, and (B) a court may retain information in accordance with its official records retention schedule. In lieu of return or destruction, the Requesting Entity may delete all personal identifiers contained within the Requested Information or Notes. All Requested Information or Notes that are not destroyed or returned to TWC shall remain confidential and subject to the terms of this Agreement, notwithstanding its termination or expiration.
20. **Compliance Monitoring.** The Requesting Entity agrees to maintain a system sufficient to allow an audit of the Requesting Entity's compliance with this Agreement and will assist TWC as reasonably necessary to effectuate such audit, including without limitation by allowing on-site inspections by TWC.
21. **Indemnity and Hold Harmless.** To the extent permitted by Texas law, the Requesting Entity agrees to indemnify and hold harmless TWC, the State of Texas, and their respective employees and officials for any loss, damages, judgements, and costs of liability arising from any acts or omissions or alleged acts or omissions of the Requesting Entity and Requestor including (without limitation) the inappropriate release or use of the Requested Information by the Requesting Entity or Requestor.
22. **Cost Recovery.** The Requesting Entity agrees to timely pay TWC for the costs of furnishing the information as required by 20 C.F.R. § 603.8, including the costs of auditing for compliance with this Agreement. A payment is considered timely if it is paid on or before the due date shown on the invoice provided by TWC.
23. **Identity Theft and Credit Monitoring Protection.** To the extent permitted by Texas law, in case of unauthorized disclosure of Requested Information by the Requesting Entity or anyone who obtains access to the Requested Information released to the Requesting Entity, the Requesting Entity will purchase identity theft protection and credit monitoring service for all individuals whose information was disclosed without authorization. The foregoing protection and service shall cover each affected individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
24. **Entire Agreement; Modifications.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, arrangements, and understandings regarding the subject matter. This Agreement may not be amended or modified except in writing signed by both parties.
25. **Governing Law.** This Agreement shall be governed by, and construed according to, the laws of the State of Texas without regard to conflict of laws principles.
26. **Termination, Cancellation, and Corrective Action.** If any the Requesting Entity fails to comply with any provision of this Agreement, including without limitation the provisions regarding the security of and access to the Requested Information and timely payment of TWC's costs, this Agreement shall be suspended and further disclosure of Confidential Information by TWC (including any request for Confidential Information in process as of such date) to the Requesting Entity shall be prohibited until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt corrective action satisfactory to TWC (in its sole discretion), this Agreement shall be canceled without the need for any additional notice or further opportunity to cure, and the Requesting Entity shall immediately surrender to TWC or destroy all Requested Information and copies thereof obtained under this Agreement. Cancellation of this Agreement shall not limit TWC from pursuing penalties provided under state or federal law for the unauthorized disclosure of Confidential Information. The Requesting Entity acknowledges that federal

and state laws and regulations require TWC to take certain actions to enforce this Agreement and secure satisfactory corrective action or surrender of the Requested Information, and nothing herein shall be construed as waiving or limiting TWC's rights to take any remedial actions permitted under state or federal law to enforce this Agreement or the requirements of applicable federal and state laws and regulations (including, without limitation, the requirements of 20 C.F.R. Part 603), which may include seeking damages, penalties, and restitution as permitted under such law and recovery of all costs and expenses incurred by TWC in pursuing an action for breach or threatened breach of this Agreement and to enforce the terms of this Agreement.

- 27. **Original Signatures.** The signature on this Agreement made or delivered electronically shall have the same force and effect as an original signature.
- 28. **No Waiver.** TWC's failure or delay in exercising any right under this Agreement shall not operate as a waiver of such right, nor shall TWC's single or partial exercise of any right under this Agreement preclude any other or further exercise of such right.
- 29. **Authority.** Requestor represents and warrants that it has the authority to sign this Agreement on behalf of, and make this Agreement binding on, the Requesting Entity.

Address:

Signature (Requestor)

Printed Name:

Title:

Telephone:

Date:

Email:

Instructions:

- 1. Attach Contact for Invoicing if different from Contact Name and Address.
- 2. Submit completed agreement to open.records@twc.texas.gov or fax to (512) 463-2990.
- 3. Unsigned agreements will not be considered.

Return to:

Texas Workforce Commission
Open Records Department
101 East 15th Street, Room 266
Austin, Texas 78778-0001

Phone: (512) 463-2422
Fax: (512) 463-2990
Email: open.records@twc.texas.gov

**INDIVIDUAL INFORMED CONSENT FOR RELEASE OF
CONFIDENTIAL UNEMPLOYMENT COMPENSATION RECORDS (AUTHORIZATION)**

Name: _____ Social Security Number: _____

I authorize the Texas Workforce Commission (TWC) to release the following information from TWC's unemployment compensation records:

Check here for all unemployment claims records to date **OR** select an option from the drop down list and provide the specifics (indicated in parentheses) in the corresponding box.

to any of the following person(s)/entity(ies) (each, a "Recipient"):

Note: Please list **each party** who will need these records for the purpose listed below. For example, in a lawsuit, you would need to list the name of the court (not the judge), all parties, and each party's attorney. In lieu of listing below, you may attach a list of Recipients. If the Purpose for this disclosure is litigation, listing a trial court as a Recipient will be interpreted to include all courts with competent jurisdiction in the case.

By checking this box , I authorize the release of records to the agents and employees of the Recipients listed below and/or on the attached list.

I expressly authorize TWC to release these records to any Recipient for the following purpose:

By signing below, I believe the above purpose will provide the following service or benefit to me:

I understand that TWC's records are government files and that those files will be accessed to obtain the information described above. I authorize the release of these records to only the Recipient(s), and such release is authorized only for the purpose listed above. Each Recipient may share these records with any other Recipient. The Recipient to whom TWC releases these records shall be solely responsible for the payment of all associated costs assessed by TWC. A legible electronic copy of this Authorization shall be deemed equivalent to the original. This Authorization expires two years from the date set forth below, or on _____ whichever is sooner.

Signature (Data Subject)

Street Address

Typed Name

City, State, Zip

Date

Phone

Email Address