

Texas Workforce Commission

P-41 Information Resources Usage Agreement (0716)

READ THE AGREEMENT CAREFULLY AND COMPLETELY BEFORE SIGNING.

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|------------------------------------|------------------------------------|-------------------------------------------------|-------------------------------------|------------------------------------|
| Last Name: | First Name: | Middle Name: | | |
| Employee # / User ID: | | Work Phone with Area Code: | | |
| Work Email: | | Employer / Cost Center: | | |
| <input type="checkbox"/> TWC Staff | <input type="checkbox"/> DCS Staff | <input type="checkbox"/> WDB Staff / Contractor | <input type="checkbox"/> Contractor | <input type="checkbox"/> Temporary |

Purpose

This document informs you of your responsibilities concerning the use of Information Resources owned or held in trust by the Texas Workforce Commission (TWC). This agreement applies to anybody who needs access to these Information Resources or any state-owned or controlled Information Resources while making use of TWC owned or operated networks or connections.

"Information Resources means the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display and transmit information, and associated personnel including consultants and contractors." --TX. Govt. Code 2054.003(7). For purposes of this agreement, Information Resources also includes Information Resources Technologies which are defined as data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance, and training. --TX. Govt. Code 2054.003(8).

Confidential and Sensitive Information

As a user of TWC systems, you may have access to confidential or sensitive information through use of agency Information Resources or through your associated activities with agency information systems. Confidential and sensitive information includes:

- (1) Identifying information,
- (2) Federal Tax Information (FTI),
- (3) Office of Child Support Enforcement (OCSE) Federal Parent Locator Service (FPLS) National Directory of New Hires (NDNH) Information,
- (4) "Personally identifiable student information" under Family Educational Rights and Privacy Act (FERPA),
- (5) Texas Department of Insurance, Division of Worker's Compensation Information Data under Texas Labor Code §§ 402.082 - 402.092,
- (6) Personal health information,
- (7) Criminal justice information, and
- (8) Any information that is classified as confidential or sensitive by federal or state law or by agency policy, or is defined as
 - a. "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1), or
 - b. "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2).

As a user of TWC systems, you are required to conform to applicable laws and agency policies governing confidential and sensitive information.

You are required to read and abide by the obligations outlined throughout this document.

Initial: _____ I hereby certify that I have read, understand and agree to comply with all applicable laws, policies, standards and guidelines.

Authorized Use

I understand, acknowledge and agree that:

- (1) Information Resources are to be used for official state-approved business;
- (2) Information Resources are not for personal use;
- (3) I will not perform any work, review, update, or otherwise act to obtain information about my own, or any relative's, friend's or business associate's case, claim or account, even if it is closed;
- (4) There may be specific limited use exceptions outlined in other TWC policies and procedures;
- (5) TWC has a duty to protect its Information Resources;
- (6) TWC has the right to control or filter access to specific information resources;
- (7) TWC has the right to monitor the use of Information Resources under its authority;
- (8) TWC retains the right to terminate, restrict or limit access to or use of any Information Resources by any individual(s); and
- (9) Users of TWC Information Resources have no right to expect privacy in their use of Information Resources or in the content of their communications sent or stored in TWC - owned or - operated Information Resources.

User ID and Passwords

I understand, acknowledge and agree that:

- (1) I will receive and will be required to use one or more User IDs and/or Passwords to gain access to and to use Information Resources;
- (2) My User IDs and Passwords are security controls and must be used only by me; and

I will be held personally responsible for any actions taken by, or for any harm, loss, or adverse consequences arising from, the use of my User IDs and Passwords, including any unauthorized use by a third party if such party gains access to my User IDs and Passwords due to my negligence or misconduct; and such third party transactions will be considered as having been authorized and electronically signed by me.

Software

I understand, acknowledge and agree that:

- (1) Only properly licensed software approved by the agency may be used on TWC computers; and
- (2) Any use of software on TWC computers must be in accordance with the applicable software license agreement and all applicable TWC policies and procedures.

Access to Data

I understand, acknowledge and agree that:

- (1) Proper authorization is required for access to all data owned or held in trust by TWC except for data that is maintained for public access;
- (2) I may be granted access to Personally Identifiable Information (PII) as part of my job, and it is my duty to protect PII from exposure to all unauthorized parties;
- (3) I will NOT DISCLOSE or discuss any confidential and sensitive information with unauthorized individuals; and
- (4) I further understand that any data considered, or designated as, confidential and/or sensitive shall have the full protection of all codes, laws, rules, standards and guidelines appropriate to those data and the particulars of their use.

Security of Equipment

I understand, acknowledge and agree that Information Resources must not be removed from TWC property physically, electronically or through any other means without written authorization and prior approval of supervisory staff, and that if I have questions about the security of Information Resources, I may address them to my supervisor or the appropriate technical staff.

Initial: _____ I hereby certify that I have read, understand and agree to comply with all applicable laws, policies, standards and guidelines.

Reporting Security Incidents

I understand, acknowledge and agree that it is my responsibility to report any security incidents to my supervisor or TWC Information Security in a timely manner.

Acknowledgement

I understand, acknowledge and agree that:

- (1) I must comply with the policies concerning Information Resources set out in the [TWC Enterprise Information Security Standards and Guidelines](#) located on the TWC intranet, as well as any changes to those standards and guidelines;
- (2) Violation of any of these policies could result in disciplinary action up to and including termination of my employment and/or prosecution under one or more applicable statutes;
- (3) I am aware that criminal and/or civil penalties may apply for unauthorized disclosure of Federal Tax Information as outlined in the following United States Code references:
 - a. Title 26 USC Section 7213 UNAUTHORIZED DISCLOSURE OF INFORMATION provides that such disclosure shall be a felony punishable upon conviction by a fine of up to \$5,000.00, or imprisonment of up to 5 years, or both, together with the costs of prosecution and dismissal from employment.
 - b. Title 26 USC Section 7213a UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION provides that unauthorized inspection shall be a felony punishable upon conviction by a fine of up to \$1,000.00, or imprisonment of up to 1 year, or both, together with the costs of prosecution and dismissal from employment. Section 7213a applies to all unauthorized inspections of returns and return information, regardless of storage medium.
 - c. Title 26 USC Section 7431 CIVIL DAMAGES FOR UNAUTHORIZED INSPECTION OR DISCLOSURE OF RETURNS AND RETURN INFORMATION provides two damage computations. A prevailing plaintiff may recover the costs of the action plus the greater of (1) statutory damages of \$1,000 for each act of unauthorized inspection or disclosure or (2) the sum of actual damages plus, in the case of a willful inspection or disclosure, or an inspection or disclosure resulting from gross negligence, punitive damages.
- (4) I am aware of the penalty for misuse of information in the National Directory of New Hires: The Secretary of Labor shall require the imposition of an administrative penalty (up to and including dismissal from employment), and a fine of \$1,000, for each act of unauthorized access to, disclosure of, or use of, information in the National Directory of New Hires established under subsection (i) by any officer or employee of the United States who knowingly and willfully violates section 6103 of the Internal Revenue Code of 1986.
- (5) I understand and acknowledge that the Texas Department of Insurance (TDI) Data is confidential under Texas Labor Code §§ 402.082 - 402.092 and that if I should violate any of those statutory provisions I would be committing a criminal offense under Texas Labor Code §402.091 and may be charged with a Class A misdemeanor.

By signing this form I affirm that I am accountable for my actions relating to Information Resources. I acknowledge that I must complete and annually renew all required TWC Information Security Training (or approved equivalent) and IRS Safeguards training. I have read and understand this document and agree to comply with this agreement and comply with all applicable laws, policies, standards and guidelines. I acknowledge that this form, in and of itself, does not grant or approve any access to the information discussed above.

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| Employee Signature: | Date: |
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I have discussed the need for strict confidentiality with the employee, have confirmed that he/she has completed the TWC Information Security Training (or approved equivalent) and IRS Safeguards Training, and fully understands the consequences of a violation of this agreement including U.S. Code violations.

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| Supervisor or Authorized HR Representative Name and Title: | Phone Number: |
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|-------------------------------------------------------|-------|
| Supervisor or Authorized HR Representative Signature: | Date: |
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TWC P-41 (0716) Information Resources Usage Agreement – See P-41 Instructions for form routing information. An individual may receive, review, and correct information collected at TWC about the individual by emailing open.records@twc.state.tx.us or writing to TWC – Open Records Section, 101 East 15th St. Rm 266, Austin, TX 78778.