

# **Information Resources Usage Agreement**

NAME:	
EMPLOYER:	OFFICE:
WORK EMAIL:	WORK PHONE ( ) -

### READ THE FOLLOWING AGREEMENT CAREFULLY AND COMPLETELY BEFORE SIGNING:

The purpose of this document is to inform you of your responsibilities concerning the use of Information Resources\* owned or held in trust by Workforce Solutions. This agreement applies to all employees of Workforce Solutions, all contractors, vendors, and all other entities having a need for access to these Information Resources or any state-owned or controlled Information Resources while making use of Workforce Solutions owned or operated networks or connections.

#### **Authorized Use**

I understand, acknowledge and agree that: (1) Information Resources are to be used for official Workforce Solutions-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 policies and procedures of Workforce Solutions; (5) Workforce Solutions has a duty to protect its Information Resources; (6) Workforce Solutions has the right to control or filter access to specific Information Resources; (7) Workforce Solutions has the right to monitor the use of Information Resources under its authority; (8) Workforce Solutions retains the right to terminate, restrict or limit access to or use of any Information Resources by any individual(s); and (9) Use of personal devices to conduct Workforce Solutions business, including accessing any Workforce Solutions owned data, applications, email accounts, or non-public facing communications, is prohibited under the Information Security Standards and Guidelines; and (10) users of Workforce Solutions Information Resources have no right to privacy in their use of Information Resources or in the content of their communications sent or stored in Workforce Solutions owned or operated Information Resources. (11) Voiding or deleting data to artificially enhance performance metrics or the perceived quality of work is strictly prohibited and will not be tolerated. These actions compromise the integrity of our data, violate organizational policies, and undermine the trust and reliability of our information systems. Adhering to accurate and honest data practices is essential for maintaining high standards and ensuring the true quality of our work. Violations of this policy will result in severe disciplinary measures, including termination of employment.

## Personal Security Identification Codes (User ID and Passwords)

I understand, acknowledge and agree that: (1) I will receive and will be required to use one or more personal security identification codes (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 Workforce Solutions computers; and (2) Any use of software on Workforce Solutions computers must be in accordance with the applicable software license agreement and all applicable policies and procedures.

## **Security of Equipment**

I understand, acknowledge, and agree that Information Resources must not be removed from Workforce Solutions 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.

## **Reporting Security Incidents**

I understand, acknowledge and agree that it is my responsibility to report any security incidents to my supervisor or Workforce Solutions Information Security immediately following the occurrence.

### **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 Workforce Solutions except for data that is maintained for public access; (2) I may be granted access to **Sensitive Personal Information (SPI)** as part of my job, and it is my duty to protect **SPI** 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, and standards appropriate to those data and the particulars of their use.

I understand, acknowledge, and agree that I must comply with the policies concerning Information Resources set out in Workforce Solutions document Information Security Standards and Guidelines as well as any changes to those standards and guidelines.

I understand that 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.

Signature of Employee	Date	
I have discussed the need for strict confidentiality with the employee and believe he/she fully understands the scope of data integrity and responsibilities and trust implicit in using, maintaining, and protecting Workforce Solution's Information Resources.		
Signature of Supervisor	 Date	

\*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. 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.

Bold italics text Indicates new or revised



## **Workforce Solutions Code of Conduct**

The Gulf Coast Workforce Board, along with its staff and Workforce Solutions service provider, uphold the highest standards of integrity in conducting business. We are committed to innovation, productivity, accountability, and achieving results in all our activities.

As part of the public workforce system, we recognize our responsibility to ensure the integrity of public funds and to avoid favoritism and improper conduct. We conduct all aspects of our business impartially, free from personal, financial, or political gain. We avoid situations that could give the appearance of decisions influenced by prejudice, bias, special interest, or personal gain.

We also strive to deliver the highest quality service to our customers, helping area employers solve their workforce challenges and assisting area residents build careers, enabling both to compete in the global economy.

# I understand that as Workforce Solutions staff, I must:

- Inform my manager of my intent to apply for Workforce Solutions Financial Aid.

  Additionally, neither I, nor any relative, personal or family friend, or individual with whom I have a business or personal relationship, may apply for financial aid at the location where I am employed.
- Not authorize, disburse, or deliver financial aid, subcontracts, or any other service of substantive value to a relative of any degree, personal or family friends or individuals with whom I have a business relationship.
- Disclose to my manager any outside employment and/or business relationships with any customer, supplier, or vendor.
- Not make decisions about or authorize the hiring of family members or directly or indirectly supervise them. This requirement also extends to any individual with whom I have a business relationship.

(Employee Name)	(Employee Signature)
(Office Location)	(Date)



# Fraud, Waste, Theft and Abuse

## **Definitions**

<u>Fraud</u> is a willful act or course of deception an intentional concealment, omission, or perversion of truth with the intent to obtain a material benefit or service for that person or another person, for which the person may not be eligible.

<u>Occupational Fraud</u> is the use of one's occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization's resources or assets. Occupational fraud schemes can be as simple as pilferage of company supplies or manipulation of time sheets, or as complex as sophisticated financial statement frauds.

### Examples of fraud include but are not limited to:

- Providing any dishonest information to, or on behalf of, Workforce Solutions.
- Altering a check, bank draft, gift card or any other document without appropriate authorization.
- Forging any documents, or other documents used to conduct business with Workforce Solutions.
- Stealing funds, supplies, or other assets.
- Knowingly misrepresenting financial transactions or other information (such as time sheet or travel expense data).
- Knowingly misrepresenting data used in measuring performance (personal or system performance).
- Obtaining personal benefit (including the personal benefit for family/friends) as a result of insider knowledge of operations or access to data or assets.
- Disclosing confidential information to unauthorized persons or misusing confidential information for an unauthorized purpose.
- Assisting individuals/entities in obtaining payments/benefits/services to which they are not entitled.
- Receiving gifts, favors, or other "perks" from system participants, contractors, or vendors.
- Knowingly authorizing an improper claim or ineligible participation.
- Knowingly violating applicable rules, regulations, policies, procedures, and laws.
- Misusing property (computers, equipment, telephones, etc.)
- · Obtaining service by misrepresentation.
- Obtaining child care service by misrepresentation.
- Knowingly falsifying documents or applications to obtain service.
- Posting a referral or job development after a customer tells you they have already interviewed with the employer or has obtained the job on their own.

<u>Waste</u> includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls. The term also includes improper practices not involving prosecutable fraud.

**Theft** is the unlawful appropriation of property with the intent to deprive the owner of that property.

<u>Abuse</u> is the intentional, wrongful or improper use or destruction of state resources, or seriously improper practice that does not involve prosecutable fraud.



# **Equal Opportunity Employee Acknowledgement Form**

## **Gulf Coast Workforce Board Equal Opportunity Notice**

The Gulf Coast Workforce Board, as a recipient of federal financial assistance, must provide the following notice that it does not discriminate on any prohibited ground.

### **EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title 1 of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any Workforce Innovation and Opportunity Act Title 1 - financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- deciding who will be admitted, or have access, to any Workforce Innovation Opportunity Act Title 1 financially assisted program or activity;
- providing opportunities in, or treating any person with regard to, such a program or activity;
- or making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

### WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a Workforce Innovation and Opportunity Act Title 1 financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

- The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or
- Director, Civil Rights Center (or CRC), US Department of Labor 200 Constitution Avenue North West, Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at www.dol.gov/crc. (Department of Labor website)

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the CRC (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that notice. However, you must file your CRC complaint within 30 days of the 90-day deadline; in other words, within 120 days after the day on which you filed your complaint with the recipient. If the recipient does give you a written Notice of Final

Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

If you wish to file a complaint, please ask for the Workforce Solutions Office manager, or contact:

Gulf Coast Workforce Board Sabrina Parras, EO Officer 3555 Timmons Lane Houston, Texas 77027 713-627-3200 (Phone), and 713-993-4578 (Fax) Relay Texas: 711 or 1-800-735-2989 (TDD) 1-800-735-2988 (Voice)

Texas Workforce Commission, Equal Opportunity Compliance Department Jon Pokorney, TWC EO Officer 101 East 15th Street, Room 556 Austin, Texas 78778 Phone: (512) 463-2400 / Fax: (512) 463-7804 Relay Texas: 1-800-735-2989 (TDD) 1-800-735-2988 (Voice)

(Employee Name)	(Employee Signature)
(Office Location)	(Date)