COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144749

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DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE CONTRACT BETWEEN TARRANT COUNTY AND THE TEXAS WORKFORCE COMMISSION FOR ONLINE ACCESS TO THE INFORMATION CONTAINED IN THE UNEMPLOYMENT INSURANCE AND WAGE RECORDS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Amendment to the Contract between Tarrant County and the Texas Workforce Commission for online access to information contained in the Unemployment Insurance and Wage Records.

BACKGROUND

The Tarrant County Criminal District Attorney's (CDA) Office utilizes the Texas Unemployment Insurance and Wage Records to assist in criminal investigations for locating defendants, witnesses, fugitives in criminal cases, and persons with outstanding warrants. The Tarrant County Criminal District Attorney's Office agrees to maintain the confidentiality of information obtained from the Texas Workforce Commission.

On February 6, 2024, the Commissioners Court, through Court Order #142552, approved the most recent contract with the Texas Workforce Commission for online access to information contained in the Unemployment Insurance and Wage Records. The initial term of the contract was March 1, 2024, through February 28, 2025, which was renewable for subsequent one (1) year terms for a maximum of four (4) renewals.

This amendment will renew the contract effective March 1, 2025, and extend the end date to February 28, 2026.

With approval of this item, the Tarrant County Criminal District Attorney's Office will continue to use the Texas Workforce Online Access as a people finding tool.

The Criminal District Attorney's Office has approved this agreement as to form.

FISCAL IMPACT

The total amount of this contract term will not exceed $1,500.00. Funds are available in account 10000-2025 General Fund/45101000000 Criminal District Attorney – Administration/524153 Online Service.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

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TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2924EDE055**	**Amendment Number**	**1**	**Effective Date**	**March 1, 2025**

Recipient	
Name	**Tarrant County for the benefit of Tarrant County Criminal DA's Office**
Mailing Address	**401 W Belknap St.**
City/State/Zip	**Fort Worth. TX 76196**
Telephone Number	**(817) 884-1694**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:

Current End Date: February 28, 2025, Amended End Date: February 28, 2026

This Contract originally began on March 1, 2024 ("Begin Date"). The original termination date was February 28, 2025 ("End Date"). The parties mutually agree by written agreement to amend the End Date to February 28, 2026. This Amendment shall be effective as of March 1, 2025. With mutual consent of the parties, this contract may be renewed for subsequent one (1) year terms but with a maximum of three (3) more renewals. The entire term of this contract must not exceed five (5) years.

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☒ The General Terms and Conditions are amended as follows:

- **Table of Contents: Appendix 2: Additional Terms and Conditions**

☐ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☐ Attachment A: Statement of Work - Project Obligations is amended as follows:

☒ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows:	**Total Amended Contract Amount**
• Contract amount has been increased by _____,	**$3,000.00**
o Original Contract 3/1/2024 – 2/28/2025 at…… $1,500.00 o A1 12-month renewal 3/1/2025 – 2/28/2026 at……...$1,500.00 (Invoiced within 30 days of execution amendment in accordance with Att. A, Section 3.1.1).	
☐ There are **no** changes to the contract amount pursuant to this amendment.	

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Changes to Other than the Above Categories

☒ Other: Attachments B. All changes are in bold.

- **Revised Attachment B: Section 7-Disposal – Please refer to Appendix 2, Section 3.**
- **Attachment C: Removed "User's Social Security Number".**
- **Exhibit 1-RSP: 27-29 Point of Contact change to Lisa Allen and remove Maria Hinojosa.**
- **Exhibit 1-RSP: 36-38 Point of Contact change to Brian Redmond and remove Alec Brantley.**

☐ There are **no** other changes to the document pursuant to this amendment.

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Tarrant County for the benefit of Tarrant County Criminal DA's Office**
John Greytok 1/27/2025	
John Greytok Date	Tim O'Hare Date
Senior Adviser to the Executive Director	County Judge

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Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
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Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E	*Intentionally omitted*
Attachment F	Certificate of Destruction for Contractors and Vendors
Attachment G	Quarterly Self-Assessment Report
Exhibit 1	TWC Data Exchange Request and Safeguard Plan

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Appendix 2

**INFORMATION RELEASE CONTRACT BETWEEN
TEXAS WORKFORCE COMMISSION
AND
TARRANT COUNTY FOR THE BENEFIT OF
TARRANT COUNTY CRIMINAL DA'S OFFICE**

**ADDITIONAL TERMS REGARDING
NON-OWNERSHIP OF AND DESTRUCTION OF TWC DATA,
PROHIBITION AGAINST ARTIFICIAL INTELLIGENCE,
PROVIDING TWC A COPY OF RESEARCH RESULTS AND
RECIPIENT'S OBLIGATIONS SURVIVE THE CONTRACT**

Section 1 – Definitions (names of documents are italicized)

1.1 "Additional Terms" refers to this document.

1.2 "TWC" refers to the Texas Workforce Commission.

1.3 "*RSP*" refers to the document titled "Exhibit 1, TWC Data Exchange Request and Safeguard Plan." The RSP is TWC's standard application form to obtain a contract accessing TWC Data. Recipient completed and signed the RSP, and it is attached to this agreement and is incorporated herein.

1.4 The "Limited Purpose" is defined by Recipient's response to Item 8 in the RSP.

1.5 "Original TWC Data" means the data set(s) Recipient obtain(s) from TWC. It is data in the form and format which TWC prepared to transmit the data to Recipient. It includes any duplicates or copies of the file(s) received from TWC. It includes all data captured or downloaded from the EAGLE system.

1.6 "Derivative TWC Data" means any file, data base or other data set which is not the "Original TWC Data" but which was created through making changes to the Original TWC Data or using the Original TWC Data. "Derivative TWC Data" includes but is not limited to every file which contains any excerpt (no matter how small) from the Original TWC Data, as well as any changes to the sequence or layout of the Original TWC Data. Examples of Derivative TWC Data include, <u>but are not limited to</u>: (a) any new document or other new file which has the name of an employer or which contains any other data value copied from a single cell in the Original TWC Data; (b) any re-sorting the Original TWC Data; (c) changing the labels of column headings or the order of columns in the Original TWC Data or inserting a new column into the Original TWC Data; (d) crossmatching the Original TWC Data against another data set; or (e) using TWC data as the basis for a dashboard, whether through Power BI or similar software. Note: dashboard software makes a copy of a portion of the underlying data, even though the copy is not displayed in the dashboard itself. Note: there is no *de minimus* standard, *i.e.*, the smallest amount of TWC data, even a single data point, makes the entire file TWC Derivative Data.

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1.7 "TWC data" refers to any combination of "Original TWC Data" and/or "Derivative TWC Data."

1.8 "CII" means Confidential Identifiable Information. Per federal law, CII is any data "which reveals the name or any identifying particular about any individual or any past or present employer or employing unit, or which could foreseeably be combined with any other publicly available information to reveal any such particulars." 20 CFR 603.4(b). Note that confidentiality expressly extends to employers, not just individuals.

1.9 "Non-Attributable Data" means TWC data which has been scrubbed of all CII. Removing CII includes aggregating, deidentifying, masking or using other recognized methods which prevent third parties from deducing a person's identity, either directly from the data retained or through combining the retained data with publicly available data. For a file or data set to qualify as Non-Attributable Data, Recipient must document (and maintain the documentation of) all the methods and steps taken to scrub all CII from that file or data set. If all CII is correctly removed, then the resulting material (the "Non-Attributable Data") is not Derivative TWC Data. The relevant standards are found in NIST SP 800-188, *De-Identifying Government Datasets: Techniques and Governance*, published by The National Institute of Standards and Technology.

1.10 "Research Results" means each and every research finding, interactive dashboard, report, summary, study or other document of whatever type or name that comes, directly or indirectly, from using TWC Data. Research Results includes all items produced for academic and operational purposes, as well as all internal documents and all items intended for public release. If it contains any CII in any amount, then the entire Research Result is also Derivative TWC Data.

1.11 "Recipient's Confidential Information" means any data or information, any analysis or conclusions, or any other content which in Recipient's view should not be made public because a) the content is confidential by law, b) the content is otherwise exempt from the Texas Public Information Act, or c) some other well established legal basis for the content not to be released.

Section 2 – Recipient Temporarily Possesses TWC Data But Does Not Own It

2.1 Temporary Possession. Through this contract, TWC agrees to allow Recipient to temporarily possess a copy of TWC Data to be used exclusively for the Limited Purpose. Accessing, using or possessing TWC Data for any reason other than the Limited Purpose is a breach of this contract and a violation of federal law.

2.2 No Ownership. Recipient does not own any Original TWC Data, Derivative TWC Data, or other TWC Data. Recipient does not gain ownership of any TWC Data by using, extracting, formatting, combining, restructuring, processing or altering TWC Data in any way.

2.3 Permanent Separation of Original TWC Data. Recipient will store Original TWC Data separately from all other data which Recipient owns or possesses which does not contain TWC Data. The continuous separation of Original TWC Data is necessary to prevent comingling and to enable Recipient to effectively and thoroughly destroy all Original TWC Data when Recipient's right of possession expires.

2.4 Permanent Separation of Derivative TWC Data. Through making changes to or using Original TWC Data to create a file, data base or other data set, Recipient will create Derivative TWC Data. For all

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purposes, Derivative TWC Data will be subject to the same conditions and restrictions as Original TWC Data. In particular, Recipient will store Derivative TWC Data with its Original TWC Data (and separately from all other data which Recipient owns or possesses which does not contain TWC Data). The continuous separation of Derivative TWC Data from all non-TWC Data is necessary to prevent comingling and to enable Recipient to effectively and thoroughly destroy all Derivative TWC Data when Recipient's right of possession expires.

2.5 Recipient Owns Its Research Results Which Use Non-Attributable Data. Recipient owns its Research Results from using TWC Data and any files, data sets, or other documents which are part of the Research Results so long as the Research Results or other items contain only Non-Attributable Data. See the provisions on *No Ownership* (2.2) and the definition of *Derivative TWC Data* (1.6). In the case of any ambiguity about ownership, the No Ownership provision in 2.2 will control.

Section 3 – Destroy TWC Data Within 30 Days; Maximum 3 Year Deadline; Extensions

3.1 Destroy TWC Data Within 30 Days. Recipient must destroy all TWC Data within 30 days of the end of the Limited Purpose.

3.2 Destroy TWC Data Within 3 Years. Even if the Limited Purpose is not complete, all TWC Data must be destroyed not later than the 3rd anniversary of the date on which Recipient took possession of the TWC Data.

3.3 Documenting Destruction of TWC Data and Notifying TWC Within 10 Days. When Recipient's right of possession ends, Recipient must destroy TWC Data and document the destruction using Attachment F, *Certificate of Destruction for Contractors and Vendors*, which is attached to this contract and incorporated for all purposes. Within 10 days of destroying the data, Recipient must provide the completed Attachment F to TWC as instructed on Attachment F.

3.4 Extensions Beyond 3 Years. To continue to possess any TWC data beyond the 3rd anniversary, Recipient must get a written extension from TWC. Recipient should request the extension in writing more than 90 days before the 3rd anniversary. An extension from TWC shall be in writing and shall expressly state the new deadline for destroying that file or other portion of TWC Data. It will be in TWC's sole discretion whether to grant an extension, to determine the length of the extension (if any), to grant subsequent extensions (if any), and to place (or not place) conditions on any extension. If TWC chooses to put any terms or conditions on an extension, those must be included in the written notice granting the extension.

3.5 Exceptions and Exclusions to the Deadline. Certain users and certain types of data are excepted or excluded from the 3-year default deadline to destroy all TWC data.

3.5.1 Law Enforcement Extension. For law enforcement activities only, if an excerpt of TWC Data is stored in a criminal investigation file, the TWC Data may (without the need for a written extension from TWC) remain with the investigation or prosecution materials until that matter is resolved and closed even if that process goes beyond 3 years.

3.5.2 Courts. If handled in compliance with part 11.2 of Attachment B, *Safeguards for TWC Information*, attached to this contract, TWC Data in the possession of a court may remain with the case file (without the need for a written extension from TWC) until that matter is resolved and closed even if that process goes beyond 3 years.

3.5.3 Non-Attributable Data. Non-Attributable Data as defined above is excluded from the requirement to be destroyed. It can be held indefinitely if it is held with the documentation showing when and how it was made Non-Attributable.

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3.6 Replacing Other Terms. Paragraph 7 of Attachment B, *Safeguards for TWC Information*, attached to this contract, also addresses document destruction. Paragraph 7 is struck from the contract. Section 3 of this document, the *Additional Terms*, replaces and supersedes Paragraph 7.

Section 4 – Prohibition of Software and Processes That Retain TWC Data

4.1 Recipient must not use TWC Data and must prevent and protect against TWC Data being used, directly or indirectly, in any software or other technology of any kind which either a) retains any portion of TWC Data after using TWC Data, or b) which in using TWC Data the software or other technology is altered in any way. This obligation prohibits any use of TWC Data with artificial intelligence, machine learning, or similar software or other technology.

Section 5 – Recipient will Provide TWC a copy of Research Results

5.1 As part of the consideration for TWC to enter this contract, Recipient will provide TWC with every Research Result within 30 days of when the Research Result is provided to any other person or entity, internal or external to Recipient. If the document is posted publicly on the internet, Recipient may provide TWC a web link. If the document contains Recipient's Confidential Information, TWC will execute a reasonable non-disclosure agreement. It should be exceptionally rare that any such document would contain TWC Data (other than Non-Attributable Data), but if it does then Recipient will transfer the document to TWC in a secure manner and will get approval in advance from TWC for the method of transfer.

Section 6 – Recipient's Obligations Survive this Contract

6.1 Recipient's obligations for handling TWC data survive this contract. Even if this contract expires or is terminated, Recipient continues to owe all duties relating to confidentiality, limited use, data security, cooperation with monitoring by TWC, data destruction and other duties as provided in the contract and by federal regulation. If this contract expires or is terminated, federal regulations are an independent legal basis for Recipient's ongoing duties. Recipient's obligations are tied to its possession of the TWC data and not to the status of this contract. Recipient is presumed to continue to possess TWC data (and to continue to owe all legal duties) until Recipient provides proper documentation showing correct destruction or correct de-identification, as appropriate.

Remainder of page intentionally left blank.

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Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files, or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information and shall ensure that TWC Information is used only for the following "Limited Purpose" as set forth in Exhibit 1, Request and Safeguard Plan. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. **Disposal. Please refer to Appendix 2, Section 3.**

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose(s); and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

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12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient 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 Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient 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.

17. Subpoena. Recipient shall notify 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. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 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.

18. Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information* ***as required by 20 CFR Part 603 and*** this Contract relating to safeguarding TWC Information and ensuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit AES encryption and the current FIPS 140 series encryption standards.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Remainder of page intentionally left blank.

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21.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify: ☐ N/A - We do not retain data.
	CONTACTS	
22.	Point of Contact Name (for daily matters)	Ann Durfee
23.	Point of Contact Title	Business Director
24.	Point of Contact Phone	817-884-1694
25.	Point of Contact E-mail	amdurfee@tarrantcountytx.gov
26.	Point of Contact Address	401 W. Belknap St., Fort Worth, TX 76196
27.	Alternate Point of Contact Name and Title	**Lisa Allen**
28.	Alternate Point of Contact Phone	**817-212-7266**
29.	Alternate Point of Contact E-mail	**lrallen@tarrantcountytx.gov**
30.	Alternate Point of Contact Address	If different from Point of Contact - Same
31.	Signatory Name	Tim O'Hare
32.	Signatory Title	County Judge
33.	Signatory Phone Number	817-884-1040
34.	Signatory E-mail	CountyJudge@tarrantcountytx.gov
35.	Signatory Address	100 E Weatherford St., Fort Worth, TX 76196
36.	Data Technology Contact Name	**Brian Redmond**
37.	Data Technology Contact Phone	**817-212-7467**
38.	Data Technology Contact E-mail	**beredmond@tarrantcountytx.gov**
39.	Invoice Recipient Name	Ann Durfee
40.	Invoice Recipient Phone Number	817-884-1694
41.	Invoice Recipient Title	Business Director
42.	Invoice Recipient E-mail	amdurfee@tarrantcountytx.gov
43.	Invoice Recipient Address	If different from Point of Contact - Same

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Ann Durfee 12/5/24

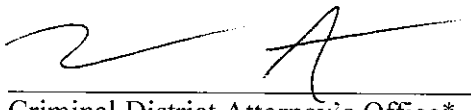
Contract Signatory or designee **Date**

Ann Durfee, Business Director

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.