



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145454

PAGE 1 OF 1

DATE: 7/1/2025

**SUBJECT: CONSIDERATION OF A UNIVERSAL SERVICE AGREEMENT
BETWEEN TARRANT COUNTY AND EQUIFAX WORKFORCE
SOLUTIONS LLC FOR IMPLEMENTATION AND USE OF THE WORK
NUMBER DATABASE**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Universal Service Agreement between Tarrant County and Equifax Workforce Solutions LLC (Equifax) to implement and use The Work Number database, an automated employment and income verification service, to streamline employment verification requests and improve efficiency in Human Resources (HR) operations.

BACKGROUND

At present, employment and income verification requests are processed manually by HR staff, which requires significant administrative time and creates potential delays in responding to verification inquiries. As the volume of requests continues to grow, this process presents increasing challenges in terms of timeliness, resource allocation, and compliance.

The Work Number is a centralized database, managed by Equifax, that allows employers to contribute and verifiers to access employment and income data for various purposes like loan applications, apartment leases, and government aid. Implementation and use of this database will streamline HR's current verification process, reduce administrative burden, enhance data security, and ensure timely, accurate responses for employees and authorized requestors such as financial institutions, government agencies, and landlords.

This solution aligns with the County's ongoing efforts to modernize HR operations, improve customer service, and mitigate compliance risks associated with manual processing of sensitive information. The term of this agreement is effective July 1, 2025 through June 30, 2028.

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

FISCAL IMPACT

All associated fees have been waived by Equifax.

SUBMITTED BY	Human Resources	PREPARED BY:	Chelsee Cesareo
		APPROVED BY:	Roxie Held

UNIVERSAL SERVICE AGREEMENT

This Universal Service Agreement (the "Agreement") by and between Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS"), and Tarrant County, Texas, a/an Texas Local Government ("Client") is entered into and shall be binding upon the parties as of the last date executed below, and effective as of July 1, 2025 (the "Effective Date"). The parties agree as follows:

1.0 CONTRACT SERVICES

Client hereby authorizes EWS to provide employment or payroll related services (the "Service(s)") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)"). The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such Schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

2.0 TERM

The term for each Service is set forth in the applicable **Schedule**. A **Schedule** may expire or be terminated without affecting the other **Schedules**. This Agreement shall remain in effect as long as there is an outstanding **Schedule** with a term in effect.

3.0 EWS OBLIGATIONS

3.1 EWS agrees that the Service shall be provided in compliance with applicable laws, including federal, state, and local statutes, ordinances, rules, laws and regulations, including, without limitation, any applicable privacy laws. EWS shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

3.2 Financial Audit: EWS shall maintain current, accurate, and complete books and records to support the Services provided and the fees invoiced to Client pertaining to this Agreement. The Client, or its designee, may at any time after the date of this Agreement, and for a period of two (2) years after the last usage of Services hereunder, examine, inspect, and audit such books and records as may be necessary to certify the nature and extent of the costs of Services provided hereunder, provided that EWS shall only be required to maintain such books and records for five (5) years following the individual creation of such books and records by EWS. Such examination, inspection or audit shall take place (i) during normal business hours, (ii) at Client's sole expense, (iii) no more frequently than once per calendar year, (iv) on a mutually agreed upon date but no less than thirty (30) days' prior written notice, and (v) subject to EWS' security policies over its facilities and systems. The Client may during the course of such examination, review or audit, make such copies and/or extracts of EWS books and records, pertaining to this Agreement, as the Client may reasonably deem appropriate, and to the extent such books and records relate to the cost of the Services

3.3

4.0 CONFIDENTIALITY

- 4.1** The parties agree that the following will be treated as “Confidential Information”: (i) all employee, employment, and income data provided to EWS by or on behalf of Client, which does, or could be used to, directly or indirectly identify an individual (“Data”); (ii) all information provided by EWS to Client pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as “Confidential,” “Proprietary” or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the “Recipient”) in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care.
- 4.2** Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Recipient may disclose Confidential Information to the extent required by applicable law, regulation, or legal process, provided it promptly notifies the other party of such requirement if legally permitted to do so. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys’ fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.
- 4.3** Upon Client’s written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge, destroy, or otherwise render inaccessible, Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.
- 4.4** **Texas Public Information Act.** The Client advises EWS that the Client is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. EWS’s trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the Client to disclose EWS information that may be subject to an exception from disclosure, Client will (i) promptly notify EWS of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.

4.5 This Section 4.0 shall survive the termination of this Agreement.

5.0 DATA SECURITY AND PRIVACY

5.1 EWS shall maintain an industry standard information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after any confirmed or reasonably suspected breach, as defined by applicable law(s), of Client's Data contained in EWS database(s) (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

5.2 In order to obtain access to Services, Client's users may be required to create user names and passwords. Client shall ensure that its users comply with Client's security controls and/or policies regarding the creation, use and/or maintenance of passwords. Client shall also be responsible for maintaining accurate access privileges for its users and shall be responsible for disabling the account of any Client user who is no longer entitled or authorized to access the Service.

5.3 **Cyber Insurance.** As long as EWS receives, transmits, creates, or maintains Client Data, EWS will maintain cyber insurance with coverage for breaches including breach management and individual notification expenses in the minimum amount of fifteen million dollars (\$15,0000,00) per occurrence and fifteen million dollars (\$15,0000,00) annual aggregate. Upon the execution of the Agreement and upon Client's request any time thereafter (no more than annually), EWS will furnish a then-current certified certificate(s) of insurance. . Should any of the above described policies be cancelled prior to the expiration date thereof, notice shall be provided in accordance with the policy provisions

6.0 DATA QUALITY AND DATA TRANSMISSION

Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for EWS to provide the Services. Client agrees to provide such Data to EWS within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and

validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by EWS. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, Client agrees to transfer Data to EWS using one of the approved secure shipping methods provided in **Attachment 1**.

7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) (collectively, "Claim(s)") incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees': (i) breach of the Confidentiality obligations set forth in this Agreement, including, but not limited to when such breach results in an Incident, (ii) infringement on the United States intellectual property rights of third parties, (iii) intentional wrongful act or omission, willful misconduct, and/or (iv) breach of Data Quality and Transmission obligations; provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any Claim for indemnity and cooperates fully in the defense of the Claim, (b) the party providing indemnity shall select counsel to defend any such Claim, and (c) the indemnifying party has sole control over the defense of the Claim and will have the right to settle an indemnified Claim without the prior written consent of the indemnified party, so long as a judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, and does not contain an admission of guilt or liability. Notwithstanding any other provision herein, Client's obligation hereunder to indemnify and hold harmless EWS is only to the extent permitted by the laws and Constitution of the State of Texas. Nothing in this indemnification provision requires that the Client incur any debt, assess or collect funds, or create a sinking fund.

8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED EITHER (1) FOR CLIENT, TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM OR (2) FOR EWS, TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00). THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY HAS AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 8.1.

8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 Sovereign Immunity. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO CLIENT'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE CLIENT HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

9.0 MISCELLANEOUS

9.1 Entire Agreement. This Agreement, which includes all Schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.

9.2 Force Majeure. Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by applicable law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by applicable law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The parties have a duty to mitigate damages.

9.4 Waiver of Jury Trial. Intentionally Omitted.

9.5 Assignment/Modification. Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. Except as provided in each applicable **Schedule** hereto, this Agreement may be amended or modified only by the written and signed consent of the parties.

9.6 Notices. Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Client:	To EWS:
Tarrant County, Texas	Equifax Workforce Solutions LLC
100 E Weatherford St.	11432 Lackland Road
Fort Worth, TX 76196	St. Louis, MO 63146
	Attn: President

Either Party may change its notice address with written notice to the other party.

- 9.7 Counterparts/Execution.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.
- 9.8 Tax Exemption.** Client is a tax-exempt organization pursuant to Ch. 151 of the Texas Sales, Excise, and Use Tax Code and Section 501(c)(3) of the Internal Revenue Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement. Client will provide evidence of its tax-exempt status to EWS upon request.
- 9.9 Applicable Law and Venue.** The Parties agree that this Agreement is subject to, and agree to comply with, applicable local, State of Texas, and federal statutes, rules and regulations. THIS AGREEMENT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW.
- 9.10 Prohibition on Use of Name and Logo.** EWS agrees that it will not, without the prior written consent of the Client, use the names, logos, symbols, trademarks or service marks of the Client, for any purposes or uses (expressly including but not limited to for EWS's advertising, promotion or other marketing) other than those reasonably related to performing and completing the Services. This section titled "Prohibition on Use of Name and Logo" shall survive the termination or expiration of this Agreement.
- 9.11 Chapters 2271, 2252, 2274, and 2276 Texas Government Code Verification.**
- 9.11.1 Boycott of Israel Prohibited.** To the extent applicable, in compliance with Section [2271.001](#) et seq. of the Texas Government Code, EWS verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section [808.001\(1\)](#) of the Texas Government Code.
- 9.11.2 Scrutinized Business Operations Prohibited.** To the extent applicable, in compliance with Section [2252.151](#) et seq. of the Texas Government Code, EWS verifies that: (1) neither EWS nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither EWS nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither EWS nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](#) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](#) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](#) of the Texas Government Code. EWS further represents and warrants that neither EWS nor any of its affiliates appears on any of the Texas Comptroller’s [Scrutinized Companies Lists](#).

9.11.3 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. To the extent applicable, in compliance with Section [2274.002](#) of the Texas Government Code, EWS verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section [2274.001\(3\)](#).

9.11.4 Boycott of Certain Energy Companies Prohibited. To the extent applicable, in compliance with Section [2276.002](#) of the Texas Government Code, EWS verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section [809.001\(1\)](#) of the Texas Government Code.

9.12 Fiscal Funding. Notwithstanding any provisions contained herein, the Parties’ obligations under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Agreement Term. EWS shall have no right of action against the Client in the event the Client is unable to fulfill its future obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of lack of sufficient funds or if no funds are appropriated to meet Client’s future obligations under the Agreement, then the Client shall provide prompt written notice of such to EWS. After receipt of such written notice, either Party may terminate this Agreement upon thirty (30) days prior written notice. Client shall be responsible for payment due up until the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Tarrant County, Texas

By: _____
Name: _____
Title: _____
Date: _____

Equifax Workforce Solutions LLC

By: Jeffrey Wagner
Name: [Jeffrey Wagner \(Jun 9, 2025 08:14 CDT\)](#)
Title: VP Business Development
Date: _____

Attachment 1

Client Security Requirements for transmission of Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure delivery or transmission methods provided below. The EWS preferred methods of receiving Data are Secure File Transfer Protocol (SFTP) with PGP encryption or API.

	Transfer Option	Description	For Added Protection
1	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the EWS PGP encryption key adds extra protection to the Data file itself.
2	API	API level integration with human capital management systems such as Workday and PeopleSoft.	Strong authentication processes and network encryption via TLS 1.2+ add extra protection.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the EWS PGP encryption key encrypts the Data file.
4	Secure Email (Virtru)	Secures information in the body of the email and attachments.	EWS recommends using a secure email service to ensure emails are properly encrypted.

SCHEDULE A – EMPLOYMENT VERIFICATIONS

SERVICE PROVIDER, TERM AND FEES FOR SERVICES

CLIENT NAME: Tarrant County, Texas (“Client”)

EFFECTIVE DATE: July 1, 2025

The Employment Verifications service (the “Service”) is a service owned and operated by Equifax Workforce Solutions LLC, a Missouri limited liability company (“EWS”), which provides subscribing employers with an automated method of providing employment and income verifications to authorized third parties. Client authorizes EWS to provide the Service on behalf of the Client. EWS shall provide the Service in accordance with the Universal Service Agreement (“Agreement”), this Schedule A and Schedule B (which are part of the Agreement) utilizing the Data supplied by Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

1. **Fair Credit Reporting Act (“FCRA”) Obligations.** By signing below, or otherwise accepting these terms, Client acknowledges receipt of this Schedule A, Exhibit 1 to this Schedule A, Schedule B and Exhibit 1 to Schedule B, “Notice to Furnisher”. Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher. In the event that an employee notifies EWS of an error in any Data, and EWS or Client concludes that the Data is incorrect, Client shall correct the Data as required. If, after completing an investigation and acknowledging that the Data is incorrect, Client does not correct the Data EWS may as required under FCRA: (i) correct the Data on behalf of Client, and/or (ii) block the Data from being accessed by verifiers.
2. **Term.** This Schedule shall be for an initial term of three (3) years from the Effective Date hereof. This Schedule shall automatically renew for a two (2) year renewal term unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then current term. Thereafter, this Schedule may be renewed by Client for successive two (2) year terms by providing EWS with written notice of renewal at least sixty (60) days prior to the end of the then current term.
3. **Termination.** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party written notice and at least thirty (30) days in which to cure the breach before terminating the Schedule. In order to facilitate Services that are in process of being completed, in the event of termination of this Schedule, the parties agree that, at Client’s choosing, EWS shall continue providing the Services under the terms of this Schedule for a period of six (6) months after the termination of this Schedule (the “Transition Period”).
4. **Payment Terms:** All prices and fees for Services performed under this Schedule are as stated in Exhibit 1, attached hereto and made part of this Schedule A. Fees, if any, shall be invoiced on the first day of each month. All prices and fees associated with Social Services, Immigration and Worker’s Compensation verifications will increase by five percent (5%) on each anniversary of the Effective Date.
 - Invoices are due net thirty (30) days from the date of invoice. Payments not received within forty-five (45) days of invoice will bear interest at the statutory interest rate set forth in Texas Government Code Sec. [2251.025](#).
 - Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any applicable sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS’s net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.
 - All fees are in U.S. dollars.
5. **Data:** Client acknowledges that the ability of EWS to provide accurate information is dependent upon accurate Data from Client. Client agrees to maintain its Data in an accurate, complete and current manner, to provide EWS with Data on employees of Client, and to notify EWS in advance of any and all changes or modifications in format of the Client’s computer interface and/or the Data. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client’s employees.

Schedule A and Schedule B shall be binding on the parties upon the date last executed below.

Tarrant County, Texas

Equifax Workforce Solutions LLC

By: _____

By: Jeffrey Wagner

Name: _____

Name: Jeffrey Wagner (Jun 9, 2025 08:14 CDT)

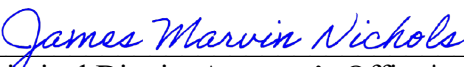
Title: _____

Title: VP Business Development

Date: _____

Date: _____

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*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.

**SCHEDULE B – EMPLOYMENT VERIFICATIONS
EXHIBIT 2 – CLIENT INFORMATION**

Company Name:	Tarrant County, Texas
Address:	100 E Weatherford St.
City, State, Zip:	Fort Worth, TX 76196
Main Contact:	Roxie Held
Title:	Director, Human Resources
Primary Email:	ryheld@tarrantcountytx.gov
Alternative Email:	NA
Phone:	(817)884-1500
Fax #:	NA
Invoice Delivery Method: <input type="checkbox"/> Mail <input type="checkbox"/> Email	Mail Address:
	Email Address:
Payment Method: <input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH	

SCHEDULE A – EMPLOYMENT VERIFICATIONS

EXHIBIT 1 – FEES

Number of Active Employees (or previous year’s W2 count for Staffing Companies) 5000

- **Employment Verification Service Fees** **Waived**

- **Optional Verification Services Fees** 0210100024 – Internal EFX Use
 - Yes** **No** **Client Fees for Social Services Verifications** (includes postage)
 - Manual verifications 0210100118, 0210100122 – Internal EFX Use \$0.00 each
 - Electronic verifications 0210100074, 0210100115, 0210100096, 0210110786, 0210100119 – Internal EFX Use \$0.00 each

 - Yes** **No** **Immigration Verification Service** 0210100034 – Internal EFX Use
 - Manual verifications \$0.00 each
 - Electronic verifications \$0.00 each

 - Yes** **No** **Workers’ Compensation Verification Service** 0210100123 – Internal EFX Use
 - Electronic verifications \$0.00 each

SCHEDULE B – EMPLOYMENT VERIFICATIONS

SERVICE DESCRIPTION OVERVIEW

Parties to Verifications.

EWS is authorized by Client to provide employment and income verification of Client's employees. The Service is designed to assist (i) Client, (ii) employees of Client, and (iii) commercial, private, non-profit and governmental entities ("Verifiers") who wish to verify an employee's employment and/or income.

Client Interests.

Client provides Data to EWS on a regular basis and EWS provides employment and/or income verifications to Verifiers. For a Manual Verification, EWS, when requested by Verifiers and as Client's sole agent, will request employment verifications via phone, fax or automated request as agreed upon by the parties, and Client will provide Data to EWS upon request.

EWS does not guarantee the accuracy of Data provided by Client. EWS will assure due diligence is taken to protect Client Data in accordance with good industry practices.

EWS may use Client's name in routine communications EWS undertakes to Verifiers, to inform Verifiers of participation by clients in the Service in order to serve clients more efficiently and to reduce calls to clients from Verifiers.

Employee Interests.

Employees of Client may need verification of employment and/or income to qualify for home loans, automobile loans, chattel loans, social services programs, confirm immigration status or obtain worker's compensation payments. The Employment Verifications service provides the necessary verification on a timely basis.

Verifier Interests.

Verifiers may obtain different amounts of information and in different manners dependent on the nature of the Verifier and the nature of the relationship with EWS. Verifiers may be commercial verifiers such as mortgage lenders, pre-employment screeners, automobile lenders, property managers, parties to consumer lending and others; social service agencies seeking to qualify an employee for social service assistance; child support agencies providing support for dependent children; immigration officials needing confirmation of employment; insurers; law enforcement agencies; or other Verifiers with a need to verify employment or income.

EWS will serve the interests of Client, employees of Client and Verifiers (i) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (ii) by providing verifications where the employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (iii) by providing verifications where the employee is obligated by Federal, state or local law to provide the verification information to the Verifier; and (iv) by providing analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

Fair Credit Reporting Act.

EWS is a Consumer Reporting Agency ("CRA"), as defined by the FCRA. As such, EWS complies with the FCRA in providing the Service. EWS's FCRA compliance enhances the protections available to Client's employees, with respect to the privacy and accuracy of the Data. Client acknowledges that EWS has the responsibility to maintain Data accuracy as required under the FCRA, and grants EWS the authority necessary to fulfill this responsibility.

Modification of Service Description.

EWS reserves the right to modify the Service from time to time. If EWS reasonably believes that the modification to the Service Description Overview may materially degrade the Service, then (1) EWS shall provide to the Client reasonable notice of the change, and (2) Client may terminate the Service by providing thirty (30) days written notice to EWS in accordance with the notice provisions of the Agreement. Termination shall be effective ninety (90) days after notice from Client, unless the parties mutually agree in writing to a later date. Absence of such termination shall constitute Client's agreement to the modification of the Service Description Overview.

SCHEDULE B – EMPLOYMENT VERIFICATIONS

EXHIBIT 1

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with the federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher’s agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent re-furnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y