

DATA SHARING AND USE AGREEMENT between

IDEA Analytics
2828 North Central Avenue, Suite 1006
Phoenix, AZ 85004

And the following Contracting Government Agency/s:

Tarrant County (TX) Sheriff Office

This data sharing and use agreement (“Agreement”), effective as of 14 (day) of December (month) 2022 (“Effective Date”), is entered into by and between **IDEA Analytics** (“Contractor”) and Tarrant County Sheriff (“Contracting Government Agency/s”).

The purpose of this Agreement is to define the access, collection, storage, use and maintenance of Criminal Justice Information (CJI) accessed and/or received by the Contractor from the Criminal Justice Data Network (CJDN) and/or Contracting Government Agency/s. CJI is required to perform contracted services related to the analysis and strategic development of crime reduction strategies within the context of the DATASET human trafficking project. Data related to individuals interacting with Contracting Government Agency/s may include sensitive and/or personally identifiable information. This Agreement will ensure the transmission, storage, and governance of this data will comply with required CJIS security policies.

RECITALS

WHEREAS, the *Contractor* has access to the CJDN managed by Tarrant County and/or is receiving data from the CJDN, and collecting other data related to criminal activities as applicable to the *Lead Contract Agency/s* and the county information technology services.

WHEREAS, the *Contracting Government Agency/s* provide permission and manage active credentials for accessing and maintaining CJDN data as necessary for Contractor personnel according to the FBI CJIS Security Policy Standards and;

WHEREAS, this Agreement meets the requirements of the FBI CJIS Security Policy for agency/s who enter into the following Agreement setting forth the rights and responsibilities assumed by the parties in this agreement.

Definitions

Access to Criminal Justice Information: The physical or logical (electronic) ability, right or privilege to view, modify or make use of Criminal Justice Information.

Administration of Criminal Justice: The detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or

criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment. In addition, administration of criminal justice includes “crime prevention programs” to the extent access to criminal history record information is limited to law enforcement agency/s for law enforcement programs (e.g. record checks of individuals who participate in Neighborhood Watch or “safe house” programs) and the result of such checks will not be disseminated outside the law enforcement agency.

Agency Liaison (AL): Coordinator of activities between the criminal justice agency and the noncriminal justice agency when responsibility for a criminal justice system has been delegated by a criminal justice agency to a noncriminal justice agency, which has in turn entered into an agreement with a contractor. The agency liaison shall, inter alia, monitor compliance with system security requirements. In instances in which the noncriminal justice agency's authority is directly from the CJIS systems agency, there is no requirement for the appointment of an agency liaison.

Case / Incident History: All relevant information gathered about an individual, organization, incident, or combination thereof, arranged so as to serve as an organized record to provide analytic value for a criminal justice organization. In regard to CJI, it is the information about the history of criminal incidents.

Confidentiality: The concept of ensuring that information is observable only to those who have been granted authorization to do so.

Contractor: A private business, agency or individual which has entered into an agreement for the administration of criminal justice or noncriminal justice functions with a Criminal Justice Agency or a Noncriminal Justice Agency. Also, a private business approved by the FBI CJIS Division to contract with Noncriminal Justice Agency/s to perform noncriminal justice functions associated with civil fingerprint submission for hiring purposes.

Contracting Government Agency (CGA): The government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor.

Criminal Justice Information (CJI): Criminal Justice Information is the abstract term used to refer to all of the FBI CJIS provided data necessary for law enforcement agency/s to perform their mission and enforce the laws, including but not limited to biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data.

Responsibilities of the Contractor

The Contractor agrees to:

- a. Use or disclose CJI and case/incident history information from applicable CJDNs only as permitted by this Agreement or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of the CJI other than as permitted by this Agreement or required by law;
- c. Ensure all employees and subcontracts adhere to strict operational security and/or confidentiality as it relates to CJI and the administration of justice within the project;
- d. Report to the Contracting Government Agency/s any use or disclosure of the CJI which it becomes aware that is not permitted by this Agreement or required by law;

- e. Require any of its employees, subcontractors or agents that receive or have access to the CJI, case/incident history or other CJDN data to agree to the same restrictions and conditions on the use and/or disclosure that apply to Contractor under this Agreement;
- f. Maintain a security program consistent with federal and state laws, regulations and standards;
- g. Collect, store, maintain and disseminate data received and/or generated from Contractor analysis to support the administration of justice within CJIS Security Policy compliant computer hardware, software and/or cloud computing platforms;
- h. Comply with audit requirements for contractors as defined the CJIS Security Policy;
- i. Comply with security standards for contractors as defined by the CJIS Security Policy and,
- j. Complete the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) with the Criminal Justice Agency/s.

Responsibilities of the Contracting Government Agency/s

The Contracting Government Agency/s participating within the DATASET human trafficking project agree to:

- a. Collaborate with the Contractor to define crime priorities and/or refine data queries and processes to support timely data development to address human trafficking activities.
- b. Coordinate with Tarrant County Sheriff officials and/or other appropriate personnel for account credentials and/or access to designated CDJN systems;
- c. Designate an Agency Liaison to support any communications or permissions between and other CJI data managers (e.g., investigative units);
- d. Provide the Contractor with a copy of the CJIS Security Policy and Addendum;
- e. Maintain the signed acknowledgement of this Agreement and/or CJIS Security Policy and Addendum; and
- f. Report any security violations to the CJIS Systems Officer (CSO) and the FBI, along with any actions taken by the Contracting Government Agency and the Contractor, as required by the CJIS Security Policy.

Data Request and Usage

All data requested by the Contractor will comply with CJIS and information security policies. The Contractor will maintain data and information related to this project based on requirements detailed in the DATASET TTA contract issued by IDEA Analytics.

Term and Termination

The term of this Agreement supersedes all prior agreements and shall commence as of the Effective Date and terminate based on the contracts issued for the DATASET TTA project.

This Agreement may be terminated by individual Contracting Government Agency/s based on their participation of the DATASET TTA project. Termination of this agreement must be provided in writing at least 30 days prior to termination date, *provided however*, that notwithstanding the foregoing Contractor acknowledges and agrees that in the event a Contracting Government Agency has reason to believe Contractor has failed to comply with state or federal law relating to the use, disclosure, handling, or confidentiality of CJI, the Contracting Government Agency may terminate this agreement immediately and without notice.

Compliance with Laws.

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Modifications

This Agreement may be modified or amended by written agreement with all Contractor and Contracting Government Agency/s.

IN WITNESS WHEREOF, the parties have executed this Agreement by having legally binding representatives affix their signatures below.



Name: Jessica Herbert, PhD
IDEA Analytics

Title: CEO

Date: Dec 14, 2022

Name: Tim O'Hare

Title: Tarrant County Judge

Date: _____

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Jessica Herbert

Printed Name

Jessica Herbert

Signature of Contractor Employee

Tim O'Hare

Tarrant County Judge

Signature of Contracting Government Agency
Representative

Dec 14, 2022

Date

Date

APPROVED AS TO FORM:

James Marvin Nichols
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.