



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 11-21-2017

or Procurement Director Award

\* = Mandatory, information must be provided

**\*Contractor/Vendor Name/Grantor (DBA):**

The Arizona Department of Economic Security Division of Employment and Rehabilitation Services (DERS)

**\*Project Title/Description:**

The Arizona Department of Economic Security Division of Employment and Rehabilitation Services  
Data Sharing Agreement UIA-1000B Form

**\*Purpose:**

The attached data sharing agreement is a required document under the Workforce Innovations and Opportunities Act (WIOA). It allows County's Community Services Employment and Training (CSET) staff to access Unemployment Insurance (UI) data for job seekers funded under the WIOA contract between County and the Arizona Department of Economic Security (DES)– Division of Employment and Rehabilitation Services. The UI database allows Staff to search information for clients applying for services under WIOA, particularly for Dislocated Workers who have been laid off from a business. Staff use the UI database to collect and verify program information for employment and earning changes on participants after they have left the program, which is a WIOA Performance Measure. The database is owned and administered by DES. County Information Technology (IT) staff work with State IT staff to make sure that all links are consistent with County standards.

Attachment: DERS Data Sharing Agreement UIA-1000B Form

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

County has had this data sharing agreement in place for many years. This data sharing agreement allows County to be billed a small fee for each user. The new agreement will be for a ten year period. In addition to the agreement, each user completes state required training and a Request for Access form. This is new version of the form. During the time that DES developed the new version, it allowed activity to continue under the old agreement, which had expired.

**\*Public Benefit:**

By renewing this agreement, county staff would continue to have access to the database that provides verification of wages, allowing staff to assist low-income, adults, youth and dislocated workers with employment needs.

**\*Metrics Available to Measure Performance:**

The number of users accessing the database.

**\*Retroactive:**

No.

To: CoB- 10-24-17  
Ver. - 1  
Pgs - 8

Procure Dept 10/23/17 PM04:44

**Contract / Award Information**

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 18-117

Effective Date: 11/21/17 Termination Date: 11/20/27 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 2,235.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: U.S. Department of Labor Workforce Innovation and Opportunity Act

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*Is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified?  Yes  No

*If Yes, attach Risk's approval*

Vendor is using a Social Security Number?  Yes  No

*If Yes, attach the required form per Administrative Procedure 22-73.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Charles Casey

Department: Community Services Telephone: 520-724-6742

Department Director Signature/Date: Charles Casey 10/20/17

Deputy County Administrator Signature/Date: [Signature] 10/23/2017

County Administrator Signature/Date: \_\_\_\_\_  
*(Required for Board Agenda/Addendum Items)*

Contract No: CT-ES-18-117 Amendment No: \_\_\_\_\_

UIA-1000B FORFF (4-10)

This number must appear on all correspondence and documents pertaining to this contract

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Division of Employment And Rehabilitation Services  
P.O. Box 6123, Mail Drop 5279  
Phoenix, AZ 85005-6123

**DATA-SHARING AGREEMENT**

BETWEEN

**Pima County Community Services Employment & Training (One Stop)**  
*(DES Division/Administration/Program/Office Name or External Organization Name)*

AND

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (DES)  
DIVISION OF EMPLOYMENT AND REHABILITATION SERVICES (DERS)

Agreement Period:	Data Sharing Agreement No.:
Effective Date: 11/21/17                      End Date: 11/20/27	175547
Contract Period <i>(if applicable)</i> :	Associated Contract No. <i>(if applicable)</i> :
Effective Date: N/A                      Initial End Date: N/A	N/A

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, call 602-771-2670; TTY/TDD Services: 7-1-1.

**SECTION I. – DATA-SHARING AGREEMENT****TERMS AND CONDITIONS REGARDING CONFIDENTIAL UNEMPLOYMENT COMPENSATION INFORMATION**

The Parties agree that:

1. The Requesting Entity, Pima County One Stop is the entity to which DES may disclose confidential Unemployment Compensation (UC) information for use in the performance of the Requesting Entity's duties under this Agreement, and which are consistent with 20 C.F.R. § 603.5(e).
2. 20 C.F.R. Part 603, which implements the requirements of Federal Unemployment Compensation law, sets out confidentiality and disclosure regulations applicable to DES and to recipients of UC information, including agents or contractors of DES and public officials.
3. Confidential UC information is defined in 20 C.F.R. § 603.2(b) and (j) as any information in the records of a State or State unemployment compensation agency (currently in the DES Division of Rehabilitation Services [DERS] that pertains to the administration of the State unemployment compensation law. This term includes those State wage reports collected under the Income and Eligibility Verification System (Section 1137 of the Social Security Act [SSA]) that are obtained by the State unemployment compensation agency for determining unemployment compensation monetary eligibility or are downloaded to the State unemployment compensation agency's files as a result of a cross match but does not otherwise include those wage reports. It does not include information in a State's Directory of New Hires, but does include any such information that has been disclosed to the State unemployment compensation agency for use in the unemployment compensation program. It also does not include the personnel or fiscal information of a State unemployment compensation agency.
4. In order to maintain the security of UC information consistent with the agreement requirements of 20 C.F.R. § 603.9 and .10, the Requesting Entity agrees to the following terms and conditions:
  - a. Use the disclosed UC information only for purposes authorized by law as needed to perform the legitimate duties of the Requesting Entity, consistent with this Agreement. [603.9(b)(1)(i)]
  - b. Appropriately safeguard UC information. [603.10(b)(1)(v)]
  - c. Store the disclosed UC information in a place physically secure from access by unauthorized persons. [603.9(b)(1)(ii)]
  - d. Store and process disclosed UC information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means. [603.9(b)(1)(iii)]
  - e. Utilize appropriate security measures and precautions to ensure that only authorized Requesting Entity personnel are given access to disclosed UC information stored in computer systems. [603.9(b)(1)(iv)]
  - f. Requesting Entity personnel who request or receive UC information under this Agreement will be limited to those with a need to access it for purposes listed in this Agreement, or in law. [603.10(b)(1)(ii)]
  - g. Instruct all Requesting Entity personnel having access to the disclosed UC information about confidentiality requirements, the requirements of 20 C.F.R. Part 603, Subpart B, and the sanctions specified in State law for unauthorized disclosure of information. See A.R.S. § 23-722.01(G) (civil penalty of \$1,000 for unauthorized disclosure of UC information). [603.9(b)(1)(v)(A)]
  - h. By signing this Agreement, the Requesting Entity acknowledges that its personnel having access to the disclosed UC information will, prior to being allowed access, have been instructed by the Requesting Entity in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9 and will adhere to the State's and DES's confidentiality requirements and procedures, which are consistent with Subpart B of 20 C.F.R. Part 603 and the agreement required by 20 C.F.R. § 603.10. [603.9(b)(1)(v)(B)]
  - i. By signing this Agreement, the Requesting Entity acknowledges its agreement to fully and promptly report any infraction of the rules set out in 20 C.F.R. § 603.9 and .10 and in this Agreement to the DES contact noted herein. [603.9(b)(1)(v)(B)]
  - j. Dispose of UC information disclosed or obtained, and any copies thereof made by or in the possession of the Requesting Entity, after the purpose for which the UC information is disclosed is served, except for disclosed UC information possessed by any court. Disposal means return of the UC information to DES, or destruction of the UC information when the agreement expires or is terminated, consistent with records retention schedules required by law. Disposal includes deletion of personal identifiers by DES in lieu of destruction. [603.9(b)(1)(vi)]
  - k. Maintain a system sufficient to allow DES, the U.S. Department of Labor, or any other authorized entity, to perform an audit of compliance with the requirements of 20 C.F.R. Part 603. [603.9(b)(1)(vii)]

**SECTION I. – DATA-SHARING AGREEMENT****TERMS AND CONDITIONS REGARDING CONFIDENTIAL UNEMPLOYMENT COMPENSATION INFORMATION**

- l. Allow on-site inspections of the Requesting Entity's records, data systems and facilities containing DES UC information to assure that the requirements of the State's law and the Agreement required by 20 C.F.R. Part 603 are being met. [603.10(b)(1)(vi)]
  - m. That the Requesting Entity's requests to DES for UC information, and DES's responses, may be in an agreed upon format, and that the timing of the requests and responses will be reasonable under the circumstances and in light of the particular legal needs relating to the UC information requested. [603.10(b)(1)(iii)]
  - n. All Requesting Entity personnel who will access or use UC information are to sign a **User Affirmation Statement (J-129)** as a condition of accessing or using requested UC information.
5. **Costs.** The costs to DES of making a disclosure of UC information to the Requesting Entity, calculated in accordance with 20 CFR § 603.8(c), must be paid by the recipient Requesting Entity of the information or another source paying on behalf of the recipient Requesting Entity, either in advance or by way of reimbursement. If the Requesting Entity recipient is not a public official, such costs, except for good reason, must be paid in advance. Payment in advance means full payment of all costs before or at the time the disclosed information is given in hand or sent to the recipient. Payment or reimbursement of costs must include any initial start-up costs associated with making the disclosure. [603.8(c)]

Except as provided in 20 C.F.R. § 603.8(b), UC grant funds may not be used to pay any of the costs of making any disclosure of UC information.

6. **Redisclosure of Confidential Unemployment Compensation Information.** Redisclosure of UC information is governed by 20 C.F.R. § 603.9(c). The parties agree that DES, on behalf of its UC agency division, the Division of Employment & Rehabilitation Services (DERS), authorizes the Requesting Entity, as the recipient of confidential UC information, to redisclose this information only as follows:
- a. to the individual or employer who is the subject of the information;
  - b. to an attorney or other duly authorized agent representing the individual or employer;
  - c. in any civil or criminal proceedings for or on behalf of a recipient agency or entity;
  - d. in response to a subpoena, court decision, or request from an individual with subpoena authority, only as provided in 20 C.F.R. § 603.7;
  - e. to an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
  - f. from one public official to another if the redisclosure is authorized by State law;
  - g. when so authorized by 20 C.F.R. § 303(e)(5), SSA (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
  - h. when specifically authorized by a written release that meets the requirements of 20 C.F.R. § 603.5(d)(to a third party with informed consent).
  - i. in response to a request made under the Freedom of Information Act (5 U.S.C. 552), to the extent permitted.

The parties further agree that information redisclosed under paragraphs 6 (e) and (f) must be subject to the safeguards in 20 C.F.R. § 603.9(b). [603.9(c)(2)]

7. **Breach of UC Information Provisions.** If the Requesting Entity, or any official, employee or agent thereof, fails to comply with any provision of this Agreement required by 20 C.F.R. § 603.10, including timely payment of DES costs billed to the Requesting Entity, when applicable, this data sharing Agreement must be suspended, and further disclosure of UC information (including any disclosure being processed) to the Requesting Entity is prohibited, until DES is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the Agreement shall be cancelled, and the Requesting Entity is required to surrender to DES all UC information (and copies thereof) obtained under this Agreement which has not previously been returned to DES, and any other UC information relevant to the Agreement. [603.10(c)]

In the event the Requesting Entity fails to take corrective action or to return or destroy UC information as required, the Requesting Entity understands that DES will take appropriate legal action. [603.10(c)(2)]

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**SECTION II. – DATA-SHARING AGREEMENT**  
**STATUTORY TERMS AND CONDITIONS FOR AGREEMENT NOT CONTRACTING FOR SERVICES**

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1. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available.  
No liability shall accrue to DES in the event this provision is exercised, and DES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
2. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason these goods or services are not funded, DES may take any of the following actions:
  - Reduce payments or units authorized;
  - Accept a decrease in price offered by the contractor;
  - Cancel the Contract;
  - Cancel the Contract and re-solicit the requirements.The Director of DES shall have the sole and unfettered discretion in determining the availability of funds. DES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
3. Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Contractor received written notice of the cancellation, unless the notice specifies a later time.
4. Arbitration. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
5. Applicable Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.

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**SECTION III. – DATA-SHARING AGREEMENT  
ADDITIONAL INFORMATION AND CONDITIONS**

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1. Access provided:

AJC - Access/data provided are the wages indicated in Section I, Item 1a of the Data-sharing Request, *when available*.

GUIDE - Access will be provided to the following information/screens:

- 01 Summary Information
- 02 Non-monetary Determinations
- 04 Employer Information
- 07 Benefit Payment History
- 12 Claim Information
- 13 Benefit Payment Information
- 25 Claimant Information
- 58 Employer Base Information Inquiry
- W6 Wage Inquiry/Information

as per “Information Requested” in the table in Section I, Item 1a for the purposes identified in Section I, Item 1a of the Data-sharing Request.

Note: If in Section I, Item 1a there is an “NA” in the table for GUIDE, then access to GUIDE will not be authorized in this agreement.

Note: If access to the 55 (Name Search) and 57 (Employer Inquiry) screens was authorized in a previous agreement, access is no longer permitted per U. S. Department of Labor ruling on allowable UC inquiries.

2. **A Request for Terminal Access and Other Activity (J-125) or equivalent**, shall be used to request specific access for each authorized staff member.
3. All staff coming in contact with confidential unemployment insurance data shall complete the DES Initial Security Awareness training within 21 days of obtaining access to confidential data and complete the Refresher Security Awareness Training annually as directed.

**SECTION III. – DATA-SHARING AGREEMENT  
ADDITIONAL INFORMATION AND CONDITIONS**

4. Contact Information

- a. The Requesting Entity will provide a current mailing address to be used to notify the Requesting Entity of any changes to Unemployment Insurance (UI) applications that would affect any access provided to the Requesting Entity under the terms of this Agreement, or for any other agreement maintenance deemed necessary by the DERS.

Name and Title of Contact Person:  DALILA PEREZ

Requesting Entity Name:  PIMA COUNTY ONE STOP

Unit Name: \_\_\_\_\_

Street Number:  2797 E. AJO WAY, 3<sup>RD</sup> FLOOR

City:  TUCSON  State:  ARIZONA  ZIP:  85713

Mailing Address (if different): \_\_\_\_\_

Voice Telephone Number:  520-724-6761  FAX Telephone Number:  520-724-6769

E-Mail Address:  Dalila.Perez@pima.gov

The Requesting Entity is required to provide to the DERS timely notification of any change in requester contact or requester billing address information.

b. DES Contact Information

- i. If the Requesting Entity has connectivity problems or access logon problems, contact the Resolution Center Help Desk of the Division of Technology Services, Customer Support Services Center (DTS/CSSC) at 602-364-4419 or 1-888-875-7144 for assistance.
- ii. For all other contacts and notices to DERS, including wherever this agreement requires the Requesting Entity to notify or otherwise contact DERS, such notices or contacts shall be made to UI Data Security, P. O. Box 6123 – Mail Drop 807B/5279, Phoenix, AZ 85005-6123.

5. The UI Program requires cost recovery (per Section I, Subsection 5) when there is no reciprocity of mutual benefit between the UI Program and the Requesting Entity.

The Agency will reimburse the UIA for data sharing costs as specified in the EA/UIA Data Disclosure Information and Fee Schedule (PAU-592, 11-09 or most current version).

- Cost recovery not applicable
- Cost recovery applicable (if checked, complete the following billing information):

Name and Title of Contact Person:  CHARLES CASEY

Requesting Entity Name:  PIMA COUNTY ONE STOP

Unit Name: \_\_\_\_\_

Street Number:  2797 E AJO WAY 3<sup>RD</sup> FLOOR

City:  TUCSON  State:  AZ  ZIP:  85713

Mailing Address (if different): \_\_\_\_\_

Voice Telephone Number:  520-724-6742  FAX Telephone Number:  520-724-6796

E-Mail Address:  Charles.Casey@pima.gov



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**SECTION III. – DATA-SHARING AGREEMENT  
ADDITIONAL INFORMATION AND CONDITIONS**

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6. Use/Verification of the UC Wage Data
- a. The wage and employer data on the UC files are reported to the Tax Section of the UI Program by individual employers. Since the UI Tax Section is not the originator of the data, the Tax Section cannot attest to its accuracy or completeness. The UI Program may not be held accountable for any errors in the data and accepts no responsibility for any consequences resulting from the use of erroneous data.
  - b. Prior to taking any official action based on the wage and employer data in the UC files, the Requesting Entity will confirm the identity of the individual for whom wages were reported.
  - c. If UC wage or employer information does not appear to be in accord with information reported by the client to the Requesting Entity, the Requesting Entity will contact the employer to confirm the data. In so doing, the Agency will not divulge the UI Program as the source of the data. If the employer confirms that the individual worked and earned the wages reported, the source of the information is then the employer. If the employer verifies that the wage and employer data do not pertain to the client or the amount is incorrect, then the UC data should be considered invalid for third party verification purposes.
  - d. Under no circumstances may the Requesting Entity reveal to its client the source of UC information or any of the details obtained from the UIA including employer name, dates or amounts reported.
7. The data-sharing agreement is subject to termination by either party providing 30 days' written notice to the other, except that the DERS may terminate the Agreement immediately if a degradation of DERS operations due to insufficient computer capacity occurs.
8. The data-sharing agreement period is for ten years from the effective date entered on Page 1 in the Agreement Period box.
- If this data-sharing agreement is attached to a separate associated contract, the agreement period is for the dates entered in the Contract Period box on Page 1. The Initial End Date is as determined in the associated contract.
- If the associated contract is extended, the data-sharing agreement period is extended automatically to correspond with the extension of the associated contract.
9. This agreement replaces data sharing agreement number 11136 which expired January 19, 2015.

**SECTION IV. – DATA-SHARING AGREEMENT  
APPROVALS**

**DEPARTMENT OF ECONOMIC SECURITY, INFORMATION RISK MANAGEMENT**

This signed Agreement meets all requirements necessary to permit the controlled sharing of DES data while simultaneously providing for the protection of the data. I certify that:

- THIS AGREEMENT CONFORMS to DES Information Security Policy.
- THIS AGREEMENT DOES NOT CONFORM to DES Information Security Policy. Implementation of the Agreement cannot proceed until the following action is taken: \_\_\_\_\_

Print Signatory Name: Jeffrey Raynor

Title: Chief Information Security Officer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I attest to the correctness of the information provided in the Data Sharing Request, and agree to the terms and conditions listed in Sections I, II and III of the Data-Sharing Agreement. I agree to comply with all provisions of the DES Data Security Policy not in conflict with this Agreement. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes that cannot be accommodated within the provisions of the existing Agreement. Contractor shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Contractor.

To be executed below by duly authorized representatives:

**REQUESTING ENTITY**

Print Signatory Name: Sharon Bronson

Title: Chair, Board of Supervisors

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF ECONOMIC SECURITY, DIVISION OF EMPLOYMENT AND REHABILITATION SERVICES**

Print Signatory Name: Michael Wisehart

Title: Assistant Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_