



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 3/5/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Ser-Jobs for Progress of Southern Arizona Inc

***Project Title/Description:**

Internal Data Sharing Agreement DSA No. 235554

***Purpose:**

The attached data sharing agreement is a required document under the Workforce Innovation and Opportunity Act (WIOA). The Arizona Department of Economic Security Division of Employment and Rehabilitation Services ("AZDES/DERS") administers the Arizona Unemployment Insurance Program ("UI Program") and maintains Unemployment Compensation ("UC") records related to UC benefits paid to Arizona residents. Pursuant to federal regulation, UC records are confidential and subject to disclosure only to certain entities and upon certain Conditions. County is authorized to receive confidential UC information under a data sharing agreement with AZDES/DERS. As a means of determining eligibility for various federal, state and local programs offered through the ARIZONA@WORK Pima County One-Stop Career Center, County must re-disclose certain necessary confidential UC information to Contractor to perform its ARIZONA@WORK functions pursuant to various agreements and contracts with County. The attached data sharing agreement County designates Contractor as a data recipient and authorizes Contractor to access and receive and use confidential UC information for the limited purposes and subject to the restrictions stated in the agreement.

Attachment: Contract Number CTN-CR-24-100.

***Procurement Method:**

This Data Sharing Agreement is not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

This data sharing agreement allows County and Contractor to do business together. County must re-disclose certain necessary confidential UC information to Contractor to perform its ARIZONA@WORK functions pursuant to various agreements and contracts with County.

***Public Benefit:**

County and Contractor would continue to do business together and continue to provide services to Pima residents.

***Metrics Available to Measure Performance:**

Contractor will use confidential UC information to perform its ARIZONA@WORK functions.

***Retroactive:**

No.

TO: COB 2-21-2024 (1)
Vers.: 1
pgs.: 2

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: CR Contract Number (i.e., 15-123): 24-100
Commencement Date: 03/05/2024 Termination Date: 11/20/2027 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 0.00 * ☒ Revenue Amount: \$ 0.00

*Funding Source(s) required: N/A

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

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

If Yes, is the Contract to a vendor or subrecipient? _____

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 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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): _____

Commencement 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: Dalila Perez

Department: Community & Workforce Development

Telephone: 520-724-6761

Department Director Signature: [Signature] Date: 2/12/2024

Deputy County Administrator Signature: [Signature] Date: 15 Feb 2024

County Administrator Signature: [Signature] Date: _____

INTERNAL DATA SHARING AGREEMENT DSA No. 235554

This Internal Data Sharing Agreement (the "Agreement") will become final and effective on the date of the final signature, by and between **Pima County One Stop Southern Arizona** ("Public Official") **Ser-Jobs For Progress Of Southern Arizona Inc** ("Agent"). Public Official and Agent are referred to herein together as the "parties" and individually as "party."

RECITALS

Arizona Department of Economic Security ("AZDES") Unemployment Insurance program ("UI") discloses certain confidential Unemployment Compensation ("UC") information to **Pima County**. **Pima County** is a Local Workforce Development Board and is recognized therefore as a public official under the meaning described in 20 C.F.R. §603.2. **Pima County** is authorized to receive confidential UC information from UI pursuant to 20 C.F.R. §603.5(e).

Pima County desires to share confidential UC information with Agent to carry out the functions of case management under the Workforce Innovation and Opportunity Act. Pima County designates Agent as **Pima County** agent authorized to access and receive confidential Unemployment Compensation (UC) information for the purposes stated herein.

TERMS AND CONDITIONS

In exchange for the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The term "confidential UC information" means any information in the records of a State or State UC agency (i.e. UI) that pertains to the administration of the State UC law. This term includes State wage reports collected under the Income and Eligibility Verification System (IEVS) that are obtained by the State UC agency for determining UC monetary eligibility or are downloaded to the State UC agency's files because of a cross match but does not otherwise include those wage reports. The term 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 agency for use in the UC program. It also does not include the personnel or fiscal information of a State UC agency.
2. Purpose and duties. **Pima County** may disclose or authorize access to confidential UC information in the form of quarterly wage data stored within the Arizona Job Connection (AJC) Internet application. This will include actual amount earned (in dollars) by quarter. The requested earnings include three quarters prior to participation in the program(s) and up to five quarters after exiting from the program(s) to the extent the wages are available. The information will be made available to Agent for use in performance of Agents' duties under this Agreement and which are consistent with 20 C.F.R. §603.5(e). Agent's duties shall be limited to **viewing and sharing information for eligibility verification for enrollment into Workforce Innovation Opportunity Act (WIOA) program services. Agent will also utilize UI Wage records to meet performance reporting requirements and to cooperate with DOL reporting. In addition, agent will also verify and sign off on UI Benefits/approved training weekly forms.** Confidential UC information shared under this Agreement shall not be used for any purpose other than those described in this Agreement.
3. Confidentiality. To maintain the security of confidential UC information consistent with the requirements of 20 C.F.R. §§ 603.9 and 603.10, Agent agrees Agent will:
 - a. Use the disclosed confidential UC information only for purpose authorized by law as needed to perform the legitimate duties of **Pima County**, consistent with this Agreement.
 - b. Appropriately safeguard confidential UC information.
 - c. Store confidential UC information in a place physically secure from access by unauthorized persons, including storing confidential UC information maintained in electronic format in such a way that it is reasonably secure from access by unauthorized persons.

- d. Use appropriate security measures and undertake precautions to ensure that only authorized Agent personnel are given access to confidential UC information.
 - e. Ensure confidential UC information is disclosed only to those with a need to access it for purposes listed in this Agreement or any other applicable agreement between **Pima County** and AZDES, or if required by law.
 - f. Instruct all Agent's personnel with access to confidential UC information about the confidentiality requirements of 20 C.F.R. Part 603, Subpart B, and the sanctions specified by Arizona law for unauthorized disclosure of information. See A.R.S. §23-722.01(G) (civil penalty of \$1,000 for unauthorized disclosure of confidential UC information).
 - g. Dispose of confidential UC information after its purpose is served by either returning the confidential UC information to AZDES or destroying the confidential UC information consistent with the records retention schedules required by law. Disposal includes deletion of personal identifiers by AZDES in lieu of destruction.
 - h. Maintain a system sufficient to allow AZDES, 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 603.9(b)(1)(vii)
 - i. Comply with on-site inspections by AZDES, the U.S. Department of Labor, or the Public Official to assure that the requirements of the State's law and the agreement or contract required by this section are being met per 20 C.F.R. 603.10 (b)(vi)
4. Term. The term of this Agreement shall be the same as the term of Data-sharing Agreement Number **235534** between AZDES' Division of Employment and Rehabilitation Services and the Public Official unless earlier terminated in accordance with this Agreement.
5. Termination. This Agreement shall terminate immediately upon any violation by Agent of the confidentiality and nondisclosure provisions herein. **Pima County** may terminate this Agreement at its sole discretion, at any time, through written notice to Agent.
6. Termination date. November 20, 2027.
7. Assignment. Contractor may not assign any rights or obligations under this Agreement.
8. Choice of law. This Agreement shall be constructed under the laws of the State of Arizona, notwithstanding any conflict of law principles.
9. Indemnification. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal, administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone acting under their direction or control or on their behalf in connection with the obligations under and performance of any and all activities pursuant to this Agreement.
10. Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

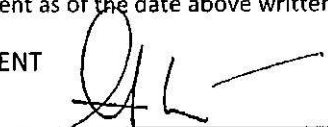
PUBLIC OFFICIAL

By _____
Name:

Title: Chair, Board of Supervisors

Date: _____

AGENT

By  _____
Name:

Title: *Director*

Date: *9 January 2024*