

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 22, 2019

*** = 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:**

Unemployment Insurance Data Sharing Agreement. The original contract may be found under CTN-19*090. Search for contract number 19%090 in eContracts.

***Purpose:**

The attached data sharing agreement with SER-Jobs for Progress of Southern Arizona, Inc. is a required document under the Workforce Innovations and Opportunities 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 20 CFR Part 603, UC records are confidential and subject to disclosure only to certain entities and upon certain Conditions. 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. As a public official, County is authorized to receive confidential UC information from UI pursuant to 20 C.F.R. §603.5(e). County and AZDES/DERS entered into Data Sharing Agreement Number 175549 (Pima County Contract No. CT-CS-18-117) ("the AZDES/DERS Agreement") which gives County access to the confidential UC records maintained by the UI Program. Under the Workforce Innovation and Opportunity Act, Pima County operates the One Stop Program (now called ARIZONA@WORK). As a means of determining eligibility for various federal, state and local programs offered through the Pima County ARIZONA@WORK, 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. Such re-disclosure is authorized by 20 CFR §603.9(c). County designates Contractor as a data recipient and authorizes Contractor to access and receive confidential UC information for the limited purposes stated herein and for no other purpose.

Attachment: Contract Number CTN-CS-19-090.

***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:**

County and Contractor would continue to do business together.

***Retroactive:**

Due to several revisions between Community Services, Pima County Attorney, Contractor & State of Arizona DERS Data Security Unit caused delays. The final version was completed on 1/9/2019. AZDES/DERS Security Unit has requested Pima County ARIZONA@WORK establish Internal Agreements between Public Officials and their Contractors. The data-sharing agreements are intended to authorize access for contracting agent(s) to Unemployment Insurance (UI) data. Without a completed agreement to authorize access to UI data, access will not be allowed.

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Contract / Award Information

Document Type: CTN Department Code: CS Contract Number (i.e., 15-123): 19-090
Effective Date: 11/21/17 Termination Date: 11/20/27 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 0.00 ☒ Revenue Amount: \$ 0.00

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

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 22-73.

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: Dalila Perez

Department: Community Services

Telephone: 520-724-6761

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-CS-19-090</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

UNEMPLOYMENT INSURANCE DATA SHARING AGREEMENT

This AGREEMENT IS ENTERED INTO BY AND BETWEEN Pima County ("County"), through the Community Services, Employment and Training Department ("CSET") and **SER Jobs for Progress of Southern Arizona, Inc.** ("Contractor"), a non-profit corporation registered to do business in the State of Arizona.

RECITALS

- A. 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.
- B. Pursuant to 20 CFR Part 603, UC records are confidential and subject to disclosure only to certain entities and upon certain conditions.
- C. 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. As a public official, County is authorized to receive confidential UC information from UI pursuant to 20 C.F.R. §603.5(e).
- D. County and AZDES/DERS entered into Data Sharing Agreement Number 175549 (Pima County Contract No. CT-CS-18-117) ("the AZDES/DERS Agreement") which gives County access to the confidential UC records maintained by the UI Program.
- E. Under the Workforce Innovation and Opportunity Act, Pima County operates the One Stop Program (now called ARIZONA@WORK).
- F. As a means of determining eligibility for various federal, state and local programs offered through the Pima County ARIZONA@WORK, 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. Such re-disclosure is authorized by 20 CFR §603.9(c).
- G. County designates Contractor as a data recipient and authorizes Contractor to access and receive confidential UC information for the limited purposes stated herein and for no other purpose.

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:

TERMS AND CONDITIONS

- 1. **Confidential UC information defined.**
 - 1.1. Confidential UC information means any information in the records of a State or State UC agency, including, but not limited to the UI Program that pertains to the administration of the State UC law. Confidential UC information includes:
 - 1.1.1. State wage reports collected under the Income and Eligibility Verification System ("IEVS") obtained by the State UC agency to determine UC monetary eligibility or are downloaded to the State UC agency's files as a result of a cross match but does not otherwise include those wage reports.

1.1.2. Information in Arizona's Directory of New Hires that has been disclosed to AZDES/DERS for use in the UI Program.

1.2. Confidential UC information does not include:

1.2.1. Information in a State's Directory of New Hires, except as provided in paragraph 1.1.2 above.

1.2.2. The personnel or fiscal information of a State UC agency.

2. **Purpose and Duties.**

2.1. County may disclose to, or authorize Contractor to access, confidential UC information in the form of:

2.1.1. Quarterly wage data stored within the Arizona Job Connection ("AJC") Internet application. Confidential UC information made available will include:

2.1.1.1. Actual amount earned (in dollars) by quarter;

2.1.1.2. The requested earnings include three quarters prior to participation in the program(s); and

2.1.1.3. Earnings for up to five quarters after exiting from the program(s) to the extent the wages are available.

2.1.2. UC information from the mainframe application GUIDE, as authorized in the AZDES/DERS Agreement.

2.2. The confidential UC information described in paragraph 2.1 above will be made available to Contractor for the limited purpose of use in performance of Contractor's duties:

2.2.1. Under this Agreement, so long as such duties are consistent with 20 C.F.R. §603.5(e); and

2.2.2. Set forth with specificity under any agreements or contracts between County and Contractor for ARIZONA@WORK activities for which access to UC information is required.

2.3. **Confidential UC information shared under this Agreement must not be used for any purposes other than those described in this Agreement.**

3. **Confidentiality.**

3.1. To maintain the security of confidential UC information consistent with the requirements of 20 C.F.R. §§ 603.9 and 603.10, Contractor agrees that Contractor will:

3.1.1. Use the disclosed confidential UC information only for purpose authorized by law as needed to perform the legitimate duties of Contractor, consistent with this Agreement;

3.1.2. Appropriately safeguard confidential UC information to avoid unauthorized access;

3.1.3. 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;

3.1.4. Use appropriate security measures and undertake precautions to ensure that only authorized Contractor's personnel with a specific need for the information to carry out contractual obligations are given access to confidential UC information.

3.1.5. Ensure confidential UC information is disclosed only to:

3.1.5.1. Those persons with a need to access it for purposes listed in this Agreement or in the AZDES/DERS Agreement; or

3.1.5.2. If required by law.

3.1.6. Instruct all Contractor'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));

- 3.1.7. Dispose of confidential UC information after its purpose is served by either returning the confidential UC information to AZDES/DERS or destroying the confidential UC information consistent with the records retention schedules set forth in law. Proper disposal may include deletion of personal identifiers by AZDES/DERS in lieu of destruction;
 - 3.1.8. Maintain a system sufficient to allow AZDES/DERS, 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); and
 - 3.1.9. Comply with on-site inspections by AZDES/DERS, the U.S. Department of Labor, or County 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 will be the same as the term of the Data Sharing Agreement between County and AZDES/DERS described in Recital D above, as may be extended or terminated. As of the date of Agreement the termination date for the County and AZDEZ/DERS Data Sharing Agreement is November 20, 2027.
 5. **Termination.**
 - 5.1. **This Agreement will terminate immediately upon any violation by Contractor of the confidentiality and nondisclosure provisions herein.**
 - 5.2. County may terminate this Agreement at its sole discretion, at any time, through written notice to Contractor.
 6. **Assignment.** Contractor may not assign any rights or obligations under this Agreement.
 7. **Choice of law.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. Any lawsuit pertaining to or affecting this Agreement shall proceed in the Arizona Superior Court in Pima County, Tucson.
 8. **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.
 9. **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.
 10. **Impact on Existing Agreements.** Contractor and County understand that, upon execution of this Agreement, AZDES/DERS will terminate the data sharing agreement between AZDES/DERS and Contractor.

SIGNATURES ON FOLLOWING PAGE

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

COUNTY

By N/A

Name: Mary Jo Furphy

Title: Procurement Director

Date: _____

CONTRACTOR

By [Signature]

Name: Ernest Urias

Title: Director

Date: 12/20/2018

APPROVED AS TO CONTENT:

[Signature]

Arnold Palacios, Director, Community Services, Employment & Training

COUNTY

Chairman, Board of Supervisors

DATE: _____

ATTEST:

Clerk of the Board

DATE: _____

APPROVED AS TO FORM:

[Signature]
Karen S. Friar, Deputy County Attorney