

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

DATA-SHARING REQUEST

BETWEEN

Pinal County Board of Supervisors (PCBOS)

(DES Division/Administration/Program/Office Name or External Organization Name)

AND

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

To be attached to associated Data-Sharing Agreement: 235533

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.

DATA SHARING REQUEST

Use Attachment if necessary

1a. Purpose of this request. *(What Unemployment Compensation (UC) information is being requested and why? How will it be used?)*
(Give details/specifcs) [20 C.F.R. § 603.10(b)(1)(i)]

On July 22, 2014, the WIOA was signed into law as Public Law 113-128. As a WIOA subrecipient, the Pinal County Workforce Development Board (Requesting Entity) through its contracted providers, performs the following work within the WIOA Title IB programs with the Mainframe GUIDE system and with AJC NextGen Internet Connection. (Fill in based on selections below or describe WIOA purpose if other.)

WIOA's "core" programs include:

Title I - Adult, Dislocated Worker and Youth programs administered by the United States Department of Labor (USDOL)

Title II - The Adult Education and Literacy program administered by the U.S. Department of Education (USDoED)

Title III- Wagner-Peyser Employment Service administered by the USDOL

Title IV - Programs under the Rehabilitation Act Title I that provides services to individuals with disabilities, administered by USDoED

WIOA also authorizes the Job Corps program, the YouthBuild program, Native American programs, and Migrant and Seasonal Farmworker programs, as well as evaluation and multistate projects.

The PCBOS serves as the chief elected official per WIOA. The PCBOS has designated the Pinal County Economic and Workforce Development Department as the administrative and fiscal agent for WIOA funds allocated to the county. Pinal County Economic and Workforce Development staff serve as staff to the Pinal County Workforce Development Board.

Information Requested	Purpose and how will the information be used
<p>MAINFRAME GUIDE (BG01) Information Requested. . In GUIDE we need access to verify employment wage earnings, completion of eligibility documentation and to verify wage gains for performance outcomes.</p> <p>See GUIDE access screens, 1000B. page 5, Section III</p>	<p>The access will be used to determine wage and benefit information to complete eligibility income calculations to determine eligibility for program enrollment and to verify wage and employment information on participants in the WIOA Program to ensure compliance with the United States Department of Labor (US DOL) regulations for WIOA performance outcomes. This client data is shared between DES/DERS and contracted partners for mutually shared clients.</p>
<p>INTERNET Arizona Job Connection (AJC) NextGen</p>	<p>Access to view Unemployment Insurance quarterly wage data stored within AJC. 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). The data will be used specifically to determine wage information on participants in the WIOA program to ensure compliance with WIOA performance outcomes.</p>

1b. Information Technology and connectivity

The Requesting Entity describes the information technology (IT) environment that will connect to DES, be explicit – consult your IT personnel for assistance.

Connectivity to Mainframe GUIDE will be accessed through the internet. Pinal County Economic and Workforce Development Department staff access the internet via the secure County network using password protected logins. Staff also use Cisco VPN. The County hosts secure FTP and secure email available to County employees only when required.

The Requesting Entity is to enter its contact information below; provide what is required for successful communication between the requesting individual or entity and the DES IT Staff.

Contact Name

(1): Joel Millman Phone: 520-866-6816

Contact Name

(2): Moriah Robles Phone: 520-866-6811

Contact Address: 135 N. Pinal St. , Florence, AZ 85132

Contact Name (1) E-Mail

Address: Joel.Millman@pinal.gov

Contact Name (2) E-Mail

Address: Moriah.Robles@pinal.gov

Contact Fax

No.: N/A

1c. Methods and timing of request(s) and response(s) (*How often and in what format will UC information be requested and provided?*) [20 C.F.R. § 603.10(b)(1)(iii)]

Access to wage records of program participants enrolled in ARIZONA@WORK Pinal County Adult, Dislocated Worker and Youth programs to verify employment wages for required program monitoring purposes and to verify WIOA-mandated performance measure outcomes.

DATA SHARING REQUEST

Use Attachment if necessary

2. Will other individuals or entities interface with you as to UC information?

Yes No If Yes, identify individual(s) or entity(ies) and reason(s):

Pinal County WIOA contracted providers of the Adult, Dislocated Worker and Youth Programs

3. Will UC information be disclosed/shared with another individual or entity?

Yes No If Yes, identify individual(s) or entity(ies) and reason(s) for disclosure:

Pinal County WIOA contracted providers of the Adult, Dislocated Worker and Youth Programs

4. Will UC information be repackaged/included in other data bases, files, tapes, etc.?

Yes No If Yes, identify format and reason(s):

5. Desired output (*Printout, tape, terminal access/display, etc.*)

Terminal access/display

6. Describe safeguards in place to guard against unauthorized access/disclosure of the UC information

1.Passwords must meet complexity requirements or less complex + multi-factor authentication (MFA) : • 8-10 Characters • At least 1 Uppercase • At least 1 Lowercase • At least1 Numeric • At least 1 Special Character 2. Password must be changed every 90 days. 3. Antivirus software 4. Restricted group of people with access. 5. Auditing Capabilities (Example: If DES would ask about a special date and time the organization would need to tell DES who was accessing DES for GUIDE).

Staff have password protected logins to the County’s network. Limited access to shared files. Printed information is limited to only those documents requiring printing and when printed is secured in locked areas

Requester’s Name: Jeff Serdy Requester’s Title: Chair, Pinal Co. Board of Supervisors

Phone No.: (520) 866-6068 Fax No.: N/A Email: clerkoftheboard@pinal.gov

Mailing Address (*No., Street, City, State, ZIP*): PO Box 827, Florence, AZ 85132

Signature: _____ Date: _____

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
 Division of Employment and Rehabilitation Services

DATA-SHARING AGREEMENT

BETWEEN

Pinal County Board of Supervisors

(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.: 235533
Effective Date: Date of last signer End Date: 5 years from Effective Date	
Contract Period <i>(if applicable)</i> :	Associated Contract No. <i>(if applicable)</i> :
Effective Date: Initial End Date:	

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, Pinal County Board of Supervisors 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 State and DES' confidentiality requirements and procedures, that 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 those portions 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) or equivalent** 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) or Arizona’s Public Records Law (A.R.S. §§ 39-101 *et seq.*), 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)]

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

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.

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

1. Per the attached request, UC Data/File(s)/Screen(s)/Transaction(s) being provided:

Arizona Job Connection (AJC) NextGen - Access/data provided are the wages indicated in Section I, Item 1a of the Data-sharing Request, when available.

General Unemployment Insurance Development Effort (GUIDE) (BG01) View only

Access will be provided to the following information/screens:

01 Claim Summary Information

02 Non-monetary Determinations

04 Information on Employers related to the Claim.

07 Benefit Payment History

12 Claim Information

13 Benefit Payment Information

25 Claimant Information

58 Employer Base Information Inquiry

W6 Wage Inquiry/Information

DES Policy 1-38-8280 and DES 1-38-8120 Which applies to: All DES personnel, contractors, volunteers and vendors who have access to any DES data, systems, facilities or clients.

2. A **Request for Terminal Access and Other Activity (J-125) or other equivalent method**, shall be used to request specific access for each authorized staff member. Email the completed form to: ISAAdmin@azdes.gov to receive access.
3. All staff coming in contact with confidential unemployment insurance data shall complete the DES Initial Security Awareness training prior to 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: Joel Millman, Workforce Development Mgr, Economic and Workforce Dev Dpt/Director, ARIZONA@WORK Pinal County

Requesting Entity Name: Pinal County Economic and Workforce Development Dept.

Unit Name: ARIZONA@WORK Pinal County

Street Number: 135 N. Pinal Street

City: Florence State: AZ ZIP: 85132

Mailing Address (if different): N/A

Voice Telephone Number: (520) 866-6816 FAX Telephone Number: N/A

E-Mail Address: joel.millman@pinal.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, PO Box 6123 – Mail Drop 52T9, 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 UI Program 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: Joel Millman, Workforce Development Mgr, Economic and Workforce Dev Dpt/Director, AZ@WORK Pinal

Requesting Entity Name: Pinal County Economic and Workforce Development Dept.

Unit Name: ARIZONA@WORK Pinal County

Street Number: 135 N. Pinal St.

City: Florence State: AZ ZIP: 85132

Mailing Address (if different): N/A

Voice Telephone Number: (520) 866-6816 FAX Telephone Number: N/A

E-Mail Address: joel.millman@pinal.gov

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

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 DERS 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 5 years from the effective date entered on Page 1 in the Agreement Period box unless this data-sharing agreement is attached to a separate associated contract, in which case the agreement period is for the dates entered in the Contract Period box on Page 1. The Initial End Date is as determined in an 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 data-sharing agreement replaces data-sharing agreement No. 175587.

SECTION IV. – DATA-SHARING AGREEMENT APPROVALS

DEPARTMENT OF ECONOMIC SECURITY, SECURITY, RISK & COMPLIANCE

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: Dan Wilkins

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: Jeff Serdy

Title: Chair, Pinal Co. Board of Supervisors

Signature: _____ Date: _____

DATA MANAGING PROGRAM

Print Signatory Name: Lesla Manning

Title: DERS Data Sharing Unit Supervisor

Signature: _____ Date: _____

DEPARTMENT OF ECONOMIC SECURITY, DIVISION OF EMPLOYMENT AND REHABILITATION SERVICES

Print Signatory Name: Anna Hunter

Title: Assistant Director

Signature: _____ Date: _____

CO-LOCATED WORKFORCE PARTNER INFORMATION

Identifier	Partner Agency Name	Program Name	Type of Service Provided
A	Central Arizona College Pinal County Community College District	Title 1B Youth Program Provider	WIOA Title IB Youth Activities (20 CFR Part 681) and Pinal County contract # 220126RFP
B	Arbor E&T, LLC dba Equus Workforce Solutions	WIOA Adult and Dislocated Worker Service Provider	WIOA Title IB Adult and Dislocated Worker Activities (20 CFR part 680)
C	Chicanos Por La Causa, Inc.	WIOA One-Stop Operator	One Stop Operator duties as described in Pinal County contract #232627
D			
E			

INTERNAL DATA SHARING AGREEMENT NO. 235540
Between the Pinal County Board of Supervisors and Central Arizona College
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

This Internal Data Sharing Agreement (the "Agreement") will become final and effective on the date of the final signature, by and between Pinal County Board of Supervisors ("BOS" or "Public Official") and Central Arizona College ("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 BOS. BOS is the Chief Elected Official and is recognized therefore as a public official under the meaning described in 20 C.F.R. § 603.2. BOS is authorized to receive confidential UC information from UI pursuant to 20 C.F.R. § 603.5(e).

BOS desires to share confidential UC information with Agent to carry out the functions of Title I-B Youth Program Provider under -the Workforce Innovation and Opportunity Act. BOS designates Agent as BOS's 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 as a result 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. BOS may disclose or authorize access to confidential UC information in the form of quarterly wage data stored within the Arizona Job Connection (AJC) NextGen 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.

INTERNAL DATA SHARING AGREEMENT NO. 235540
Between the Pinal County Board of Supervisors and Central Arizona College
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

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 Youth Program Service Provider, 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 BOS, Agent 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. § 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 235533 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. BOS may terminate this Agreement at its sole discretion, at any time, through written notice to Agent.
6. Cancellation for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
7. Choice of law. This Agreement shall be constructed under the laws of the State of Arizona, notwithstanding any conflict of law principles

INTERNAL DATA SHARING AGREEMENT NO. 235540
Between the Pinal County Board of Supervisors and Central Arizona College
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

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

PUBLIC OFFICIAL

By _____
Name: Jeff Serdy, Chairman

Title: Pinal County Board of Supervisors

Date: _____

AGENT

By Luisa M. Ott
Name: Luisa M. Ott

Title: Executive Director II Accounting Services/Comptroller

Date: 11/16/2023

INTERNAL DATA SHARING AGREEMENT NO. 235541
Between the Pinal County Board of Supervisors and Arbor E&T dba Equus Workforce Services
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

This Internal Data Sharing Agreement (the "Agreement") will become final and effective on the date of the final signature, by and between the Pinal County Board of Supervisors ("BOS" or "Public Official") and Arbor E&T dba Equus Workforce Services, a Kentucky limited liability company ("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 BOS. BOS 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. BOS is authorized to receive confidential UC information from UI pursuant to 20 C.F.R. § 603.5(e).

BOS desires to share confidential UC information with Agent to carry out the functions of WIOA Adult Program and Dislocated Worker Program Service Provider under -the Workforce Innovation and Opportunity Act. BOS designates Agent as BOS's 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 as a result 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. BOS may disclose or authorize access to confidential UC information in the form of quarterly wage data stored within the Arizona Job Connection (AJC) NextGen 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.

INTERNAL DATA SHARING AGREEMENT NO. 235541

Between the Pinal County Board of Supervisors and Arbor E&T dba Equus Workforce Services
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

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 WIOA Adult Program and Dislocated Worker Program Service Provider, 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 BOS, Agent, 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. § 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 235533 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. BOS may terminate this Agreement at its sole discretion, at any time, through written notice to Agent.
6. Cancellation for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

INTERNAL DATA SHARING AGREEMENT NO. 235541

Between the Pinal County Board of Supervisors and Arbor E&T dba Equus Workforce Services
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

7. Written Certification Pursuant to A.R.S. § 35-394. Agent certifies that it does not currently, and agrees for the duration of this Agreement that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Agent becomes aware during the term of this Agreement that Agent is not in compliance with this written certification, Agent shall notify BOS within five business days after becoming aware of the noncompliance. If Agent does not provide BOS with a written certification that Agent has remedied the noncompliance within 180 days after notifying BOS of the noncompliance, this Agreement shall terminate, except that if this Agreement's termination date occurs before the end of the remedy period this Agreement shall terminate on this Agreement's termination date.

8. Choice of law. This Agreement shall be constructed under the laws of the State of Arizona, notwithstanding any conflict of law principles.

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

PUBLIC OFFICIAL

By _____

Name: Jeff Serdy, Chairman

Title: Pinal County Board of Supervisors

Date: _____

AGENT

By Aaron Moon

Name: Aaron Moon

Title: ADW Project Director

Date: 11/8/2023

INTERNAL DATA SHARING AGREEMENT NO. 235542
Between the Pinal County Board of Supervisors and Chicanos Por La Causa
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

This Internal Data Sharing Agreement (the "Agreement") will become final and effective on the date of the final signature, by and between Pinal County Board of Supervisors ("BOS" or "Public Official") and Chicanos Por La Causa, Inc., an Arizona nonprofit corporation ("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 BOS. BOS 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. BOS is authorized to receive confidential UC information from UI pursuant to 20 C.F.R. § 603.5(e).

BOS desires to share confidential UC information with Agent to carry out the functions of One Stop Operator under the Workforce Innovation and Opportunity Act. BOS designates Agent as BOS's 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 as a result 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. BOS may disclose or authorize access to confidential UC information in the form of quarterly wage data stored within the Arizona Job Connection (AJC) NextGen 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.

INTERNAL DATA SHARING AGREEMENT NO. 235542
Between the Pinal County Board of Supervisors and Chicanos Por La Causa
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

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 One Stop Operator, 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 BOS, Agent 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. § 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 235533 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. BOS may terminate this Agreement at its sole discretion, at any time, through written notice to Agent.
6. Cancellation for Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
7. Choice of law. This Agreement shall be constructed under the laws of the State of Arizona, notwithstanding any conflict of law principles.

INTERNAL DATA SHARING AGREEMENT NO. 235542
Between the Pinal County Board of Supervisors and Chicanos Por La Causa
Per Data Sharing Agreement No. 235533 between the Pinal County Board of Supervisors and
AZDES' Division of Employment and Rehabilitation Services

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

PUBLIC OFFICIAL

By _____
Name: Jeff Serdy

Title: Chair, Pinal County Board of Supervisors

Date: _____

AGENT DocuSigned by:

By Andres Contreras
Name: 95818294C3FA42C Andres Contreras

Title: EVP, IHSSE

Date: 11/13/2023 | 1:14 PM PST