

Annex 3

Employment Flag Agreement by and between PACIA & Local Service Provider

_____ [INSERT LSP NAME]

This Employment Flag Data Sharing Agreement (Agreement) sets out the terms and conditions agreed to by and between PACIA and Local Service Provider.

I. Background. The PACIA is the state public agency responsible for the state’s case management system and for WIOA-required performance reporting, including performance reporting related to the programs operated by the Local Service Provider. The data accessed through the state’s case management system includes Employment Flag data that is useful for WIOA-required performance reporting. This agreement sets out the terms by which the Local Service Provider, an entity engaged by the state or Workforce Development Board to provide certain services, will access the PACIA’s case management system in order to complete certain WIOA performance reporting for the PACIA. This Agreement relates to unemployment compensation (UC) information governed by 20 CFR Part 603 (the Federal regulation on confidentiality and disclosure of state UC program information), and by the terms of the State Wage Interchange System (SWIS) Agreement, to which PACIA is a party. This Agreement references terms defined in the SWIS Agreement.

II. The PACIA agrees to the following:

- A. The PACIA hereby engages the Local Service Provider to access Employment Flag data for its program participants for purposes of WIOA-required performance reporting.
- B. The PACIA is responsible for the Local Service Provider’s use of the Employment Flag, which constitutes confidential UC information, including ensuring compliance by the Local Service Provider and its employees with the applicable safeguards required for such information as set out in this Agreement and the SWIS Agreement.
- C. The Employment Flag will be provided as “read only” information meaning that individuals will not be able to electronically copy, save, or print the information.
- D. The PACIA will confirm the sufficiency and ongoing completion of the Acknowledgements of Confidentiality described in Section XI.B.8. of the SWIS Agreement (either in the form set out in Annex 3-A or as described at Annex 3-B of the SWIS Agreement) for all employees of the Local Service Provider who will access the Employment Flag.
- E. After confirming the sufficiency and completion of Acknowledgements, PACIA will coordinate Read-only access to the Employment Flag through PACIA’s case management system for each employee designated by Local Service Provider.
- F. Unless the Annex 3-B electronic acknowledgement requirement is fully implemented in the PACIA’s case management system, the PACIA will confirm that a completed Annex 3-A Acknowledgement of Confidentiality is in place for each Local Service Provider employee, at least annually.
- G. If the Local Service Provider is no longer engaged by the state or Workforce Development Board to provide services in a local area, a PACIA will cease sharing the Employment Flag with the Local Service Provider and its employees no later than the

end date of the documented relationship with the state or Workforce Development Board, and this Agreement will terminate according to Section V below.

III. The Local Service Provider _____ [INSERT LSP NAME] agrees to the following:

- A. The Local Service Provider agrees to obtain only the Employment Flag data that relates to the Local Service Provider's program participants from the state case management system and to use such Employment Flag data solely for purposes of completing WIOA-required performance reporting for the PACIA.
- B. The Local Service provider acknowledges the confidential nature of the Employment Flag data that its employees will access from the state case management system.
- C. The Local Service Provider agrees that the Employment Flag Data will only be used pursuant to the terms and conditions of this Agreement and the SWIS Agreement, including ensuring all required safeguards for such data.
- D. The Local Service Provider agrees that access to the Employment Flag will only be requested for its employees whose official job responsibilities relate to performance reporting.
- E. The Local Service Provider will instruct its employees who will be provided access to the Employment Flag of the confidential nature of the information, the safeguards required to protect the information, the civil and criminal sanctions for noncompliance with such safeguards, and the requirements of this Agreement and the SWIS Agreement.
- F. The Local Service Provider will ensure that employee(s) who will be provided access to the Employment Flag acknowledge the confidentiality requirements of this data and the restrictions of this Agreement by either:
 1. Signing the Employment Flag Confidentiality Acknowledgement in **Annex 3-A** of the SWIS Agreement; or
 2. Agreeing to the requirements of the SWIS Agreement by clicking an acknowledgement committing to comply with the SWIS requirements each time the Employment Flag is accessed through the state's electronic case management system as described in **Annex 3-B** of the SWIS Agreement.
- G. The Local Service Provider will provide signed acknowledgements as set out in **Annex 3-A** to the PACIA, or will maintain records of the acknowledgements set out in **Annex 3-B**, as applicable.
- H. The Local Service Provider agrees to allow on-site inspections by the PACIA and its agents and contractors for purposes of assuring that the requirements set out herein are being met.
- I. The Local Service Provider will: (1) provide records of all employee acknowledgements to the PACIA, and (2) periodically, including upon request by the PACIA, remind its employees of the confidential nature of the Employment Flag and required safeguards.
- J. If the Local Service Provider is no longer the entity engaged by the state or Workforce Development Board to provide services in a local area, the Local Service Provider will immediately notify the PACIA, and promptly cooperate with PACIA as needed to ensure termination of Employment Flag access for its employees. This Agreement will terminate according to Section V below.

IV. Effect of Agreement. The relative benefits received by each party in carrying out the duties and commitments described in this agreement are approximately equal. Therefore, each party agrees to bear their own costs related to this Agreement. This Agreement sets out the roles and responsibilities of the parties in relation to each other and is not intended to confer any right to any third party. Nothing herein shall limit, supersede, or otherwise affect the PACIA’s normal operations or decisions in carrying out its duties and does not limit the PACIA from entering into similar arrangements with other entities. This Agreement must be signed by individuals who have authority to bind their respective organizations to the commitments in this Agreement.

V. Termination. The PACIA may terminate this Agreement immediately at any time if the PACIA determines that the required data safeguards are not being adhered to by the Local Service Provider or any of its employees. The duties regarding confidentiality of the Employment Flag described herein continue beyond termination of this Agreement until all access by the Local Service Provider and its employees to such data, in any form, has ended. This Agreement will terminate automatically as of the end date of the Local Service Provider’s documented relationship with the state or Workforce Development Board. Either party may terminate this Agreement without cause with thirty (30) days written notice.

Performance Accountability and Customer Information Agency (PACIA)

I hereby certify that I have authority to legally bind this PACIA.

By: _____ Date: _____
Name (Printed): _____ Title: _____
Email: _____ Phone: _____
Agency: _____
System Name: _____

Agency reporting on behalf of WIOA: Title I Title II Title III Title IV

Local Service Provider

I hereby certify that I have authority to legally bind this Local Service Provider.

By: _____ Date: _____
Name (Printed): _____ Title: _____
Email: _____ Phone: _____

Agency providing services on behalf of WIOA: Title I Title II Title III Title IV