WRIS2 Data Sharing Agreement September 2011

This Agreement is entered into this ___ day of _____, 2011, by and among the

(SUIA)_____, and the
(SUIA Agency Name)
(PACIA)_____, and the
(PACIA Agency Name)
(PACIA)_____
(Additional PACIA Agency Name – if applicable)

of the State of _____ and the United States Department of Labor, Employment and Training Administration.

I. Purpose

The Wage Record Interchange System (WRIS) was developed to facilitate the interstate exchange of wage data between participating states for the primary purpose of assessing and reporting on state and local performance for programs authorized under the Workforce Investment Act (WIA) of 1998. WRIS serves programs that the WIA defines as "required" one-stop partners and that operate under the jurisdiction of the U.S. Department of Labor, (DOL). The Wage Record Interchange System 2 (WRIS2) has been established to facilitate the preparation of Aggregate Statistical Reports and analyses to satisfy the reporting and performance requirements for certain Federal or state training and education programs and to allow data for research and evaluation of those programs to be made available while maintaining the confidentiality of personal identifiable information. WRIS2 extends the WRIS data sharing model to required One-Stop career center partner programs not under the jurisdiction of the Department of Labor, as well as programs the Act defines as "additional" partners whose participation in the One-Stop delivery system is appropriate but not mandatory.

The purpose of this WRIS2 Agreement is to establish and implement the operating conditions and procedures that will govern the participation in WRIS2 of the State Unemployment Insurance Agency (SUIA) holding Wage Data, the state Performance Accountability and Customer Information Agencies (PACIAs), and the DOL, Employment and Training Administration (ETA), and to establish certain conditions and procedures, consistent with 20 CFR Part 603, that are intended to protect the confidentiality of information disclosed among the participating parties through WRIS2.

II. Legal Authority

The legal authority to establish a WRIS2 Data Sharing Agreement is derived from the following provisions of the Workforce Investment Act of 1998 (WIA or the Act) (Public Law 105-220), as amended, because the limited access to reliable wage data for participants in employment and training programs outside the scope of the WRIS provided under this Agreement will assist States in coordinating operations of these programs and ensuring non-duplication:

1. Section 111(d)(2)(A) [29 USC 2821(d)(2)(A)], under which each State Workforce Investment Board is required to assist the Governor in its State in the continuous improvement of a statewide workforce investment system by developing linkages to assure coordination and non-duplication among one-stop partner programs.

2. Sections 121(b)(1)(B) and 121(b)(2)(B) of the Act [29 USC 2841], which list One-Stop partner programs required under the Act but outside DOL jurisdiction, and "additional" One-Stop partner programs, all of whose activities Section 111(d)(2)(A) requires States to coordinate.

3. Section 112(b)(8) [29 USC 2822(b)(8)], under which each State is required to include in the State Workforce Investment Plan it submits to DOL information about the procedures the State will take to ensure coordination and non-duplication among those programs, and a description of common data collection and reporting processes used for those programs.

4. Section 172 [29 USC 2917], which requires DOL's continuing evaluation of programs and activities carried out under WIA Title I, authorizes DOL's evaluation of other federally funded employment-related programs and activities under other provisions of law, and requires DOL to coordinate evaluations it carries out under Section 172 with evaluations carried out by States under WIA Section 136 [29 USC 2871], from which the authority to establish the existing WRIS agreement is derived. In turn, Section 136 requires each State, in coordination with local boards in the state, to conduct ongoing evaluations of activities under statewide and local workforce investment systems, and to coordinate those evaluations with evaluations conducted by DOL under Section 172.

5. Section 122 [29 USC 2842], which requires that, to be eligible to receive Federal funds for the provision of training services, and to continue to receive such funds, a training provider must meet required annual levels of performance, as demonstrated using quarterly wage records as described in Section 136.

As required by Sections 136(f)(3) and 504(a) of the WIA [29 USC 2871(f)(3), 20 USC 9274(a)], all data exchange activity conducted through WRIS2 under the WRIS2 Data Sharing Agreement will be conducted in a manner consistent with both the Family Educational Rights and Privacy Act (FERPA) and with applicable State law. Further, data exchange activity conducted through WRIS2 under the WRIS2 Data Sharing Agreement will be administered in accordance with Section 504(b) of the WIA, which prohibits the development of a national database of personally identifiable information on individuals receiving workforce investment services while allowing activities that are necessary to the proper administration and management of such programs.

III. Parties to the Agreement

The following are the parties to this Agreement:

A. "SUIA" is the state agency that holds wage data, whether or not such agency also administers the state's unemployment insurance program.

B. "PACIA" is the Performance Accountability and Customer Information Agency designated by the governor to be responsible for coordinating the state's program for assessing state and local program performance, and evaluating training provider performance as required under the WIA.

C. "ETA" is the Employment and Training Administration, U.S. Department of Labor. ETA is responsible for carrying out the standards, policies, programs, and activities of DOL. These include grant-making and contract procurement activities in accordance with existing governmental and DOL regulations relating to workforce development activities under a variety of Federal laws, as provided under Secretary's Order 6-2010, "Delegation of Authority and Assignment of Responsibility to the Assistant Secretary for Employment and Training"(October 20, 2010), 75 Fed. Reg. 66268, October 27, 2010.

IV. Definitions

The following terms used in this WRIS2 Agreement shall have the meanings set forth below:

A. "Aggregate Data" is "wage data" that has been stripped of any information that would identify the individual(s) and employers to whom the data pertains, including but not limited to, name and Social Security Number (SSN) or Federal Employer Identification Number, and that have been aggregated into a group(s) containing no fewer than three records, provided however, that nothing herein shall prevent a PACIA from observing a more stringent aggregation policy with regard to its own use and reporting of data.

B. "Aggregate Statistical Reports" are reports containing aggregate data.

C. "WRIS2 Agreement" is this WRIS2 Data Sharing Agreement, including any amendments.

D. "DDBI" is the Distributed Database Index, an index of all SSNs for which wages have been reported to states over a period of up to eight quarters. The DDBI contains three information items for each entry: SSN, quarter for which wages were reported, and the state that holds the wage record. States continuously update the DDBI, in accordance with a schedule maintained by the Operations Contractor.

E. "WRIS2 DDBI" is a separate index of all SSNs for which wages have been reported to states participating in the WRIS2 Agreement over a period of up to eight quarters. The WRIS2 DDBI, like the DDBI, contains three information items for each entry: SSN, quarter for which wages were reported, and the state that holds the wage record. The Operations Contractor will continuously update the WRIS2 DDBI based on the updates states make to the DDBI in accordance with a schedule maintained by the Operations Contractor.

F. "Disclose" or "Disclosure" refers to the release of wage data in accordance with the terms of this WRIS2 Agreement.

G. "Family Educational Rights and Privacy Act" [20 USC 1232g], is a Federal statute protecting an individual's right to privacy of his/her educational records.

H. "Interstate Connection Network (ICON)" a nationwide telecommunications system used by SUIAs to transmit information for unemployment insurance and related program purposes. The exchange of wage data under this WRIS2 Agreement is accomplished using the ICON infrastructure.

I. "Operations Contractor" is the entity responsible for the technical operation and maintenance of the WRIS2 Clearinghouse, for providing technical support to states participating in WRIS2, and for assisting ETA with its WRIS2 management and administrative functions. The Operations Contractor also performs these functions for the WRIS Clearinghouse and the administration and management of the WRIS.

J. "Query" describes an inquiry seeking wage data sent from the WRIS2 Clearinghouse to the SUIA in a participating state.

K. "Reply" is a response from a SUIA to a Query.

L. "Request" is a request for wage data received by WRIS2.

M. "Result" describes the wage data transmitted from the WRIS2 Clearinghouse to a PACIA in response to a Request.

N. "State" includes all fifty states, as well as the District of Columbia, Puerto Rico, and the Virgin Islands.

O. "Third Party Entities (TPE)" are any public body, agency, or private career school required by law to meet state and/or Federal performance measures**.** A PACIA, or its agent or consultant, cannot be designated as a TPE.
P. "Wage Data" means individually identifiable information reported quarterly by employers as required by Section 1137(a)(3) of the Social Security Act including, but not limited to, employer names and employee names, SSNs, and associated wages. Wage data also includes industry sectors in which employee's work, as identified by the North American Industrial Classification System codes.

Q. "WRIS" is the Wage Record Interchange System, an automated system for facilitating the exchange of wage data between participating states for the purpose of assessing the performance of individual training providers and state employment and training programs; preparing and submitting reports to DOL regarding the performance of workforce investment programs and activities authorized under the WIA, or under other statutory provisions that are referenced in the WIA as authorizing programs identified as one-stop partners; supporting

research and evaluation efforts, and for other purposes allowed under law. Participating states entered into a separate agreement for the operation of the WRIS for the purposes stated in that agreement, the WRIS Data Sharing Agreement or WRIS DSA.

R. "WRIS2" is a voluntary, opt-in, automated wage record interchange system for facilitating the exchange of wage data between participating WRIS2 states for the purposes stated in Section I. of this agreement.

S. "WRIS Clearinghouse" is the location of the central processing operation through which WRIS requests, queries, replies, and results are processed. The WRIS Clearinghouse is operated by the Operations Contractor.

T. "WRIS2 Clearinghouse" is the location of the separate central processing operation through which WRIS2 Requests, Queries, Replies, and Results are processed. The WRIS2 Clearinghouse is operated by the Operations Contractor.

V. WRIS2 Governance

A WRIS2 Advisory Group will be established to provide a venue for communication, discussion of WRIS2 operations, recommendations for improvement, and other related WRIS2 policy and operational issues.

A. Membership: The WRIS2 Advisory Group shall consist of:

1. Signatory states: Each state that is a party to the WRIS2 Agreement may designate up to two representatives, who must be state employees, to represent its state on the WRIS2 Advisory Group.

2. Employment and Training Administration: ETA shall designate one officer or employee representative to the WRIS2 Advisory Group. Additionally, ETA shall provide staff to support the WRIS2 Advisory Group as part of ETA's roles and responsibilities defined in Subsection C below and elsewhere in the WRIS2 Agreement.

3. Operations Contractor: The Operations Contractor will be invited to participate in the WRIS2 Advisory Group meetings, but will not be an official member of the Advisory Group.

B. Meetings and Communication:

1. The WRIS2 Advisory Group will convene at least twice per year by conference call or in-person meetings.

2. Additional meetings or conference calls may be convened upon the majority concurrence of the WRIS2 Advisory Group.

C. Roles and Responsibilities:

1. Signatory States: Shall be active participants in the WRIS2 Advisory Group, and shall provide timely feedback as requested.

2. ETA:

a) Will provide timely logistical support to the WRIS2 Advisory Group: e.g., notice of meetings, draft agendas, meeting minutes.

b) After each meeting or call, ETA will provide a draft of the meeting minutes for comment by Advisory Group members.

VI. Responsibilities of the Parties

The parties shall have the following responsibilities in connection with the operation, management and administration of WRIS2:

A. SUIAs shall be responsible for:

1. Providing ETA with forms properly executed by all SUIA employees authorized to respond to WRIS2 Queries in which such employees acknowledge their understanding of the confidential nature of wage data, the standards and guidelines for the handling of such data as discussed in Section VIII. of this Agreement, and their obligation to comply with such standards and guidelines in carrying out their duties under this Agreement.

2. Transmitting to the Operations Contractor, on a quarterly basis, the SSNs of all individuals for whom in-state employers have reported wages for inclusion in the DDBI, as previously agreed to as a party to the WRIS Data Sharing Agreement. The SSNs shall be submitted no later than the quarterly upload date set by the Operations Contractor and shall cover a period established by the Operations Contractor.

3. Providing appropriate wage data to all other states participating in WRIS2 by responding to Queries for wage data received through the WRIS2 Clearinghouse in a complete, timely, and accurate manner.

4. Ensuring that internal security measures currently in place comply with the confidentiality provisions set forth in this Agreement, and 20 CFR Part 603, that are intended to prevent the unauthorized disclosure of SSNs obtained from PACIAs participating in the WRIS2.

5. Ensuring that their employees carrying out their responsibilities under WRIS2 comply with the standards and guidelines for the handling of such data as discussed in Section VIII of this Agreement, as well as any additional rules established by the SUIA, that are consistent with 20 CFR Part 603, to protect the confidentiality of wage data.

6. Cooperating with periodic program and confidentiality compliance reviews related to WRIS2, as part of the regular program reviews conducted by ETA. This includes permitting site and record inspections related to WRIS2 during regular business hours by ETA and/or by representatives of other states participating in the WRIS2.

B. PACIAs shall be responsible for:

1. Providing ETA with forms properly executed by all PACIA employees authorized to use the WRIS2 in which such employees acknowledge their understanding of the confidential nature of wage data**,** the standards and guidelines for the handling of such data as discussed in Section VIII of this Agreement, and their obligation to comply with such standards and guidelines in carrying out their WRIS2 duties.

2. Submitting to the Operations Contractor only those requests for wage data allowable under the terms of this agreement.

3. Ensuring that their employees who are carrying out responsibilities under this agreement comply with the standards and guidelines for the handling of wage data as discussed in Section VIII of this agreement, as well as any additional rules established by the PACIA, that are consistent with 20 CFR Part 603, to protect the confidentiality of wage data.

4. Preparing Aggregate Statistical Reports from Wage Data received through WRIS2 for use in preparing program performance reports. Individual records will not be accompanied by SSNs or names that would identify the individuals.

5. Cooperating with periodic program and confidentiality compliance reviews related to WRIS2, as part of the regular program reviews conducted by ETA. This includes permitting site and record inspections related to WRIS2 during regular business hours by ETA and/or by representatives of other states participating in the WRIS2.

6. PACIAs may elect, at their own discretion, to provide Aggregate Statistical Reports and analyses to TPEs, provided that the PACIA adheres to the Confidentiality/Restrictions on Use of Information provisions in Section VIII of this Agreement. PACIAs will execute separate agreements with respective TPEs that incorporate the confidentiality guidelines of their state.

C. ETA shall be responsible for the overall administration and management of the WRIS2, which shall include the following:

1. Communicating with states, other Federal agencies, the Congress, and other interested public and private parties regarding the operation and value of the WRIS2.

2. Facilitating the confidentiality of wage data exchanged through WRIS2 by obtaining executed Agreements from participating states, enforcing requirements regarding

employee passwords and usernames, assisting in amending this Agreement as appropriate and notifying the participating states of amendments to this Agreement, training WRIS2 staff in confidentiality requirements in collaboration with the Operations Contractor, and responding to questions and complaints about the confidentiality of the wage data exchanged through WRIS2. To further ensure the confidentiality of the wage data exchanged through WRIS2, ETA shall contract for an outside party to conduct Confidentiality Compliance Reviews to monitor the parties' compliance with the confidentiality requirements of this Agreement and to provide feedback and findings to ETA, the Operations Contractor, and the subject party on how its processes can be improved to better safeguard the wage data as required.

3. Continuously improving WRIS2 in collaboration with the participating states and the Operations Contractor in conjunction with the WRIS confidentiality review process.

4. Providing information to the participating states on the WRIS2 operation and its value in meeting performance measures and reporting requirements.

5. Developing and coordinating a process for the distribution of research proposals generated by participating PACIAs to the other participating states for consideration, and a method to govern the disposition of the proposals. All research and evaluation proposals submitted to ETA must specify the uses to which the Aggregate Data will be put and must demonstrate a direct benefit to one or more of the programs or activity described in Section VII.C.1.

VII. Operation of WRIS2

The following describes how WRIS2 operates, including how requests for wage data are submitted and processed:

A. The SUIA, as a party to the WRIS Data Sharing Agreement, will submit to the Operations Contractor, in a timely manner, the SSNs of all individuals for whom employers have reported wages for a period identified by the Operations Contractor. Such transmissions shall be made no later than the quarterly upload date established by the Operations Contractor. To participate in WRIS2, a state must participate in WRIS and be a party to the WRIS Data Sharing Agreement.

B. The wage data obtained from the SUIAs will be grouped by WRIS2 states and included in the WRIS2 DDBI maintained at the WRIS2 Clearinghouse by the Operations Contractor.
C. A PACIA transmits a Request for wage data to the WRIS2 Clearinghouse containing SSNs. A PACIA may make WRIS2 Requests for Wage Data for the following purposes:

1. To obtain wage data to prepare Aggregate Statistical Reports and analyses to satisfy the reporting and performance requirements under Federal or state legislation, or Federal or state regulation, for the following: secondary and post-secondary education programs (including programs incorporated in the WIA Title II, the Adult Education and Family Literacy Act); applied technology education, professional licensing and certification, and

private training and education programs (including programs incorporated in the Carl D. Perkins Career and Technical Education Act of 2006, 20 USC 2301 et seq.); employment and training activities carried out under the Community Services Block Grant program, 42 USC 9901 et seq.; public assistance employment service programs provided under Temporary Assistance for Needy Families under Part A of Title IV of the Social Security Act, 42 USC 601 et seq.; work programs and employment and training programs carried out under Sections 6(o) and 6(d)(4), respectively, of the Food Stamp Act of 1977, 7 USC 2015; vocational rehabilitation programs authorized under Title I of the Rehabilitation Act of 1973, 29 USC 720 et seq.; postsecondary vocational education programs authorized under the Carl D. Perkins Vocational–Technical Education Act Amendments of 1998, P.L. 105-332 (October 31, 1998) [20 USC 2301 et seq.]; Federal or state-administered correctional transition programs and re-integration of former offenders programs; employment and training programs carried out by the U.S. Department of Housing and Urban Development (HUD); programs authorized under the National and Community Service Act of 1990, 42 USC 12501 et seq.; and, where appropriate, programs related to transportation or housing, and private sector programs.

The Aggregate Statistical Reports may be provided to TPEs, provided that the PACIA has voluntarily entered into an agreement with a TPE which sets forth terms and conditions for such data sharing that are otherwise consistent with the terms of this Agreement and with 20 CFR Part 603, or directly with ETA. A PACIA may submit Requests to the WRIS2 Clearinghouse on behalf of such entities provided, further, that any Results obtained from the SUIA shall be reported by the PACIA to such TPEs only as Aggregate Data.

2. To obtain data for research and evaluation, subject to the limitations set forth below:

a) The research and evaluation must relate to one or more programs or an activity set forth in subparagraph 1 of paragraph C of this subsection;

b) There are no conditions under which use of wage data is approved for research and evaluation without the express, voluntary consent of the participating state whose data are to be used for such purpose;

c) A state that has elected to participate in research proposals shall share only its own data, and not data obtained through the WRIS2, for such purpose;

d) All data for approved research purposes shall be transmitted between participating PACIAs; no other entity conducting research may have direct access to the WRIS2 for this purpose.

3. To allow the PACIAs to comply with requirements affecting expansion of the WRIS2 that is set forth in any of the following: (i) Federal law; (ii) regulations promulgated by the Department of Labor; and, (iii) policy determinations issued by DOL;

4. As may be necessary to assist ETA with administering and managing the WRIS2; and,

5. As may be necessary to assist the Operations Contractor with operating and troubleshooting WRIS2.

D. Each WRIS2 Request is assigned an identifier by the WRIS2 Clearinghouse.

E. The WRIS2 Clearinghouse will make an inquiry to the WRIS2 DDBI to determine the WRIS2 state(s) that has wage data associated with the SSNs attached to the WRIS2 Request.

F. WRIS2 Requests are periodically consolidated by the WRIS2 Clearinghouse into queries to be sent to WRIS2 SUIA(s) identified as holding pertinent wage data. Consolidation consists of creating queries containing SSNs submitted from different WRIS2 PACIAs that are for wage data held by the same SUIA.

G. The WRIS2 Clearinghouse transmits WRIS2 queries to the appropriate WRIS2 SUIA(s) for processing. A copy of each WRIS2 query sent to a WRIS2 SUIA is maintained at the WRIS2 Clearinghouse until a reply has been received by the WRIS2 Clearinghouse.

H. WRIS2 SUIA(s) process queries and create replies containing wage data, which are sent to the WRIS2 Clearinghouse.

I. The source of the reply is verified by the WRIS2 Clearinghouse, and the Wage Data is extracted from the reply by the WRIS2 Clearinghouse and stored temporarily.

J. The WRIS2 Clearinghouse compares unfilled WRIS2 requests with wage data received from the replies received from WRIS2 SUIAs, and, if matches are found, wage data are sent to the requesting WRIS2 PACIA in the form of a result.

K. Information in Results provided to the PACIA is reduced by the PACIA to aggregate statistical data for use in preparing PACIA program performance reports for TPEs and for use in meeting program management requirements for the programs covered by WRIS2.

L. The WRIS2 Clearinghouse retains a copy of each result it provides to a requesting WRIS2 PACIA only until the result has been downloaded by the PACIA. The entity originally requesting the wage data will receive an electronic message reminding the entity that the data are now available. If the data have not been downloaded within 14 days of being made available, it will automatically be removed from the WRIS2 Clearinghouse.

M. The Operations Contractor provides ETA with periodic reports detailing the volume of WRIS2 Clearinghouse activity during the reporting period for ETA's use in preparing reports.

VIII. Confidentiality/Restrictions on Use of Information

All parties to this Agreement recognize that confidentiality of wage data is of paramount importance and must be observed except where disclosure is allowed by this Agreement or by court order. All data exchange activity by the SUIA and/or the PACIA conducted through WRIS2 will be conducted in a manner consistent with applicable state law. All such activity conducted by ETA and/or its contractor/s will be performed in a manner consistent with the FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) and other applicable state and Federal laws. The parties agree to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable to their particular entity, which are consistent with 20 CFR Part 603, in governing their handling of confidential information:

A. SUIA

1. No employee of the SUIA receiving a Query may duplicate or disseminate the wage data contained in the query except to other employees specifically authorized to receive such data. No employee of the SUIA receiving a Query may duplicate or disseminate the wage data contained in such Query to anyone outside the SUIA.

2. The SUIA that receives a Query shall not extract information from the Query except for the purpose of responding to the Query by transmitting wage data in the form of a reply for the purposes set forth in Section VII.C of this Agreement.

3. The SUIA shall retain the query only for the period of time required to respond with a reply. Magnetic tape files shall be degaussed. Electronic data shall be permanently deleted.

4. The SUIA shall not create a separate file or system containing the SSNs of individuals about whom the SUIA received a query for wage data.

5. Replies transmitted from the SUIA to the WRIS2 Clearinghouse shall be stored in an area that is physically safe from access by unauthorized persons at all times.

6. The queries obtained through WRIS2 shall be processed in a manner that will protect the confidentiality of the records and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal, or any other means. Queries may be downloaded to, or maintained on, mobile or portable devices only if the queries are encrypted with a very strong password that, at minimum, meets the standards established by the National Institute of Standards and Technology. Queries may be accessed only from a secure location.

7. The SUIA shall permit ETA and/or the representatives of any participating state to make on-site inspections during regular business hours or other investigations to assure that the confidentiality safeguards described above are being maintained by the SUIA and its employees. In accordance with this responsibility, the SUIA shall make records subject to this Agreement available for inspection, review, and/or audit by authorized persons.

8. The SUIA shall respond to the Operations Contractor for the purpose of correcting system errors or breakdowns, troubleshooting or testing the system, or for other operational purposes.

9. The SUIA shall report to ETA, in writing, regarding any circumstances adversely affecting its ability to meet the responsibilities or obligations set forth in this Agreement.

10. The SUIA will ensure that payment of the costs associated with any disclosure of confidential unemployment compensation information for purposes under WRIS2, if not more than an incidental amount of staff time and no more than nominal processing costs are involved in making the disclosure, will be covered from a source other than the state's unemployment compensation grant**.**

B. PACIA

1. No employee of the PACIA may duplicate or disseminate wage data received from a SUIA, subject to the following exceptions:

a) To other employees of the PACIA specifically authorized to receive such data; or

b) To the Operations Contractor for the purpose of performing duties imposed upon them pursuant to the terms of this Agreement; or

c) To auditors who are public employees seeking access to the information in the performance of their official duties; or

d) In the form of reports to DOL containing individual records, provided that such individual records are not accompanied by SSNs or names that would identify the individuals.

Unless covered by one of the aforementioned exceptions, under no circumstance shall wage data obtained through WRIS2 in accordance with this Agreement be shared with any party outside the PACIA except in the form of aggregate statistical reports.

2. The PACIA shall not create a separate file or system concerning the individual(s) for whom the SUIA provides wage data.

3. The PACIA shall not extract information from wage data provided by a SUIA for any purpose not stated in this agreement.

4. The PACIA shall retain the wage data received from the SUIA only for the period of time required to utilize it for assessment and reporting purposes, or to satisfy applicable federal records retention requirements. Thereafter, the wage data shall be destroyed, including the degaussing of magnetic tape files and permanent deletion of electronic data.

5. The PACIA shall ensure that any information used to create WRIS2 requests has been obtained and is being transmitted in conformity with FERPA and state laws governing the confidentiality of information in the possession of educational institutions.

6. Access to wage data and to any records created from wage data exchanged through the WRIS2 shall be restricted to only those employees of the PACIA who need it in their official capacity to perform duties connected with implementation of this agreement.

7. PACIA personnel who will have access to wage data shall be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws. Prior to being able to have access to wage data through the WRIS2 Clearinghouse, such PACIA personnel shall execute a standard document acknowledging their understanding of the confidential nature of the wage data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure of wage data.

8. Wage data obtained through WRIS2 shall be stored in an area that is physically safe from access by unauthorized persons at all times.

9. The wage data obtained through the WRIS2 Clearinghouse shall be processed in a manner that will protect the confidentiality of the records and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal, or any other means. Wage data may be downloaded to, or maintained on, mobile or portable devices only if the wage data are encrypted with a very strong password that, at minimum, meets the standards established by the National Institute of Standards and Technology. In addition, wage data may only be accessed from secure locations.

10. Wage data obtained by the PACIA through a request shall not be disclosed to third parties except as permitted under the terms of this Agreement.

11. The PACIA shall permit ETA and/or the representatives of any participating state to make onsite inspections during regular business hours for the purpose of conducting program audits and/or to conduct other investigations to assure that the PACIA is complying with the confidentiality requirements described above. In accordance with this responsibility, the PACIA shall make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.

12. The PACIA shall respond to the Operations Contractor for the purpose of correcting system errors or breakdowns, troubleshooting or testing the system, or for other operational purposes.

13. The PACIA shall report to ETA, in writing, regarding any circumstances adversely affecting the PACIA's ability to meet its responsibilities or obligations under the terms of this Agreement.

C. ETA

1. Access by ETA to wage data shall be limited to the access necessary for ETA to carry out its responsibility for overall administration and management of WRIS2.

2. Any reports produced as a result of Confidentiality Compliance Reviews conducted by an outside party under a contract with ETA in accordance with Section VI.C.2 shall not contain any references to personally identifiable information obtained from WRIS2.

3. ETA may not extract information from wage data for any purpose not stated in this Agreement.

4. ETA will not create a separate file or system concerning the individuals for whom it may have access to wage data.

5. Access to wage data exchanged through the WRIS2 shall be restricted to only those employees and/or agents of ETA who need it to perform their official duties in connection with this Agreement.

6. ETA employees and/or agents of ETA who will have access to wage data will be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws. Such employees and/or agents of ETA shall execute written confidentiality agreements acknowledging their understanding of these requirements and their duty to comply with them.

7. Wage data obtained through WRIS2 shall be stored by ETA in an area that is physically safe from access by unauthorized persons at all times.

8. The wage data obtained by ETA through WRIS2 shall be processed in a manner that will protect the confidentiality of the records and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal, or any other means. Wage data may be downloaded to, or maintained on, mobile or portable devices only if the wage data are encrypted with a very strong password that, at minimum, meets the standards established by the National Institute of Standards and Technology. In addition, wage data may only be accessed from secure locations.

9. ETA shall protect wage data from disclosure to third parties to the fullest extent allowable by law. ETA does not have access to wage data through the routine operation of WRIS2. Therefore, a Freedom of Information Act request for wage data would be denied because the data are not in the custody, or under the control, of ETA. ETA's funding of the operation of the WRIS does not establish ETA's control of the data.

ETA will provide notice to all parties to this Agreement of any required disclosure of wage data to third parties, other than as provided in this Agreement.

IX. Duration of Agreement

This Agreement remains in effect in perpetuity, unless terminated. This agreement may be terminated in one of the following ways:

A. Upon mutual agreement of ETA and a participating state at any time.

B. Upon thirty days written notice by either ETA or any other party to this DSA, or immediately by signed agreement of all other parties and ETA.

C. Notwithstanding the above, if either a state PACIA or SUIA should fail to properly perform or fulfill its obligations under this Agreement in a timely or proper manner, or should violate any term of this Agreement, ETA reserves the right to immediately suspend or terminate the participation of the state in this Agreement, upon written notice.

D. Further, notwithstanding the above, this Agreement may also be terminated immediately, upon written notice, should governing state or Federal laws or regulations render performance hereunder illegal, impracticable, or impossible.

X. Amendment of Agreement

A. This Agreement may be amended by deletion or modification of any provisions, provided that such amendment is in writing and is signed by all parties to this Agreement**.**

B. Amendments to this Agreement shall incorporate the provisions of Section VIII (Confidentiality/Restrictions on Use of Information). The date of incorporation will be the date on which the amendment(s) to the WRIS Data Sharing Agreement, Section VIII, are fully executed, as specified in this Agreement at Section X. Amendment of the Agreement.

XI. Limitations on Liability

Although the SUIA will make a reasonable effort to assure the accuracy of the wage data provided to the WRIS2 Clearinghouse, the SUIA does not warrant that the wage data is current, accurate, or complete.

To the extent permitted by applicable state law, the state agency parties to this Agreement shall be responsible for the acts and omissions of their own employees. Liability of the United States is governed by the Federal Tort Claims Act. No party shall be held responsible for the misuse of Wage Data disclosed under this agreement by another party or employee of another party to this Agreement.

XII. Non-Discrimination

The PACIA and SUIA agree, warrant, and assure that they will fully comply with the nondiscrimination and equal opportunity provisions set forth in Section 188 of WIA and its implementing regulation at 29 CFR Part 37 in the performance of this Agreement.

XIII. Waiver/Strict Performance

Failure by any party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision of this Agreement.

XIV. Entire Agreement

This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

XV. Severability

If any terms and conditions of this agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

XVI. Reciprocal Participation/Waiver of Separate Execution/Effect of Agreement

A. The PACIA and SUIA executing this Agreement on behalf of their state acknowledge that the participation of their state in WRIS2 binds their state to the exchange of data with all other states participating in WRIS2.

B. The PACIA and SUIA further acknowledge that ETA shall notify all SUIAs and PACIAs participating in WRIS2 regarding additions or deletions to the roster of participating states. A state's date of entry into WRIS2 shall be the date on which ETA provides other participating states with notice of the execution of this Agreement by such state. This notice shall be provided in accordance with Section XVII of this Agreement.

C. Execution of this Agreement by the SUIA and PACIA of a participating state shall bind that state to comply with its terms as to all other states participating in WRIS2 (regardless of the date of entry of such state into the system) and shall serve as a waiver of the right to separately execute a DSA with each of the other participating states for the purposes set forth in this Agreement. Nothing herein shall be construed as preventing participating states from entering into a DSA(s) with other participating state(s) for any other purpose.

XVII. Communications and Contacts

All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by electronic transmission, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party and at the facsimile number or address as set forth below or to such other party, facsimile number or address as may be hereafter specified by written notice:

For ETA: United States Department of Labor/ETA
Office of Policy Development and Research
Attn: WRIS Administration
200 Constitution Avenue, NW, Room N-5641
Washington, DC 20210
Email: wris@dol.gov

For PACIA: (ALL items must be completed)

Name: _____

Title: _____

Address: _____

_____

_____

Phone: _____

Fax: _____

Email: _____

For the SUIA: (ALL items must be completed)

Name: _____

Title: _____

Address: _____

_____

_____

Phone: _____

Fax: _____

Email: _____

For Additional PACIA: (ALL items must be completed)

Name: _____

Title: _____

Address: _____

_____

_____

Phone: _____

Fax: _____

Email: _____

The PACIA and SUIA will inform ETA of any changes in their contact information in a timely manner by sending corrected information to ETA at the address set forth above. The PACIA and SUIA need not execute an amended WRIS2 Data Sharing Agreement to update or change the contact information contained herein. ETA will continue to send all WRIS2 information and notices to the individuals and the addresses listed above unless it receives a notice of a change. All instructions, notices, consents, demands, or other communications will be considered effectively given as of the day of actual delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the electronic or facsimile transmission is received at the receiving location and receipt is confirmed by the sender. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

XVIII. Applicable Law

The terms of this Agreement shall be governed by all applicable Federal and state laws.

XIX. Effective Date of Agreement

This Agreement will take effect upon the date on which it is fully executed by all of the parties identified below, may be amended from timetotime in accordance with the Amendment Procedure set forth in Section X, and will continue in force and effect until terminated in accordance with the terms of this Agreement. This agreement is not intended to confer any right upon any private person. Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting any party's normal operations or ability to participate in similar activities with other entities. In addition, this agreement does not itself authorize the obligation, transfer or expenditure of any federal funds.

APPROVALS

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the parties hereto consent to the provisions of this Agreement.

SIGNATURES

State Unemployment Insurance Agency

By: _____ Date: _____

Title: _____

Performance Accountability and Customer Information Agency

By: _____ Date: _____

Title: _____

Performance Accountability and Customer Information Agency

By: _____ Date: _____

Title: _____

Employment and Training Administration

By: _____ Date: _____

Title: _____

NOTE:

States that have more than one PACIA designated by their Governor must have a representative of each PACIA sign this document. States with one PACIA should leave the second PACIA signature line blank.

A state agency that is both the designated PACIA and the SUIA may have the same individual execute the document on behalf of both the PACIA and SUIA in the place identified for each so long as the individual signing the document can bind both entities to the terms of this Agreement.