

# First Agreement to Amend the State Wage Interchange System (SWIS) Data Sharing Agreement

## Signature Process Instructions

### Immediate Action Needed to Complete the SWIS Agreement Amendment Process

The U.S. Department of Labor (DOL) is transmitting five proposed amendments to all parties to the State Wage Interchange System Data Sharing Agreement (SWIS Agreement) for signatures. These proposed amendments will be adopted upon the return of the relevant signature pages to DOL's Employment and Training Administration (ETA). In this transmittal, DOL provides parties to the SWIS Agreement the following information:

- **Background** on the development of the amendments and amendment process;
- **Summary** of each of the five SWIS Agreement amendments;
- **Instructions** for signing the amendments and the effect of signing the amendments;
- The **Amending Agreement** (formally, the First Agreement to Amend the SWIS Agreement), which:
  - Details how the SWIS Agreement is being amended
  - Establishes the effective date and implementation for each amendment
  - Provides that each of the five amendments is severable
  - Separately sets out the text of each amendment
  - Provides new annexes to the SWIS Agreement, revised (Annex 2) and newly introduced (Annexes 3, 3-A, and 3-B) by Amendment 4 of the Amending Agreement
  - **Signature pages**

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**REQUESTED ACTION:** Each state and Federal agency that is a party to the SWIS Agreement must **deliver the applicable Signature Page to ETA**, completed as indicated in the applicable signature block and **signed by an authorized official of that agency**, to confirm the party's agreement to amend the SWIS Agreement.

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### Background – Development of the Amendments and Amendment Process

On March 31, 2022, DOL/ETA presented six amendments to the SWIS Agreement to the parties in accordance with Section XV of the SWIS Agreement. The distribution of the proposed amendments marked the start of an initial 15-day comment period, which included a conference call during which all parties had the opportunity to provide comment. The proposed amendments are presented by topical area, and each topical grouping of amendments is referenced as an "Amendment."

The Amendments proposed in the initial comment period addressed: 1) ETA's use of wage data for unemployment insurance (UI) programs; 2) Federal parties' use of wage data to create files for public use; 3) Grants under ETA purview when the grantee is a state; 4) Employment flag

disclosure; 5) State Longitudinal Data System (SLDS); 6) Effectiveness of amendments to the SWIS Agreement.

The first comment period concluded on April 21, 2022. Subsequently, the Federal parties reviewed and addressed all comments received during the initial comment period, but deferred action on the SLDS amendment (listed as #5 above) to address state comments received during the first comment period that required additional review and consideration while allowing the remaining amendments to proceed. Therefore, the amendment package presented in the second comment period and presented below consists of five amendments to the SWIS Agreement and does not include the initially proposed amendment pertaining to the SLDS.

After addressing the comments on the remaining five amendments, the Federal parties presented the text of the proposed amendments to the parties and published the proposed amendments on the Federal parties' websites on November 22, 2022. As part of the second comment period, ETA hosted a conference call during which any party could participate to express its concerns. The second comment period concluded on December 14, 2022. Because there were no objections during the second comment period, ETA is transmitting the amendments to all parties to the SWIS Agreement for signatures, as described above.

### *Summary and brief overview of Amendments*

1. **ETA Use of Wage Data for UI Programs:** Allows ETA to use wage data reported by states to ETA for assessing the performance of state and Federal UI programs, including the Reemployment Services and Eligibility Assessment (RESEA) program.
2. **ETA's, Office of Career, Technical, and Adult Education's (OCTAE), and Office of Special Education and Rehabilitative Services/Rehabilitation Services Administration's (OSERS/RSA) Use of Wage Data to Create Files for Public Use:** Formalizes the ability for DOL and the U.S. Department of Education (ED) to create a publicly available file to obtain information on the services provided to and performance outcomes of individuals. The information will be de-identified and masked to avoid revealing any identifying particular(s) about individuals or employers.
3. **Grants Under ETA Purview When the Grantee is a State:** Allows ETA-administered employment and training programs, in which the grantee is a state, to access wage data through SWIS for performance reporting purposes.
4. **Employment Flag Disclosure for Local Service Providers:** Allows for the disclosure of out-of-state participant employment status (yes/no) in state case management systems without releasing any actual wage information.
5. **Effectiveness of Amendments:** Formalizes a modification to the amendment process that would make it more efficient.

### **First Agreement to Amend the SWIS Agreement**

To fully effectuate the duly proposed Amendments of the SWIS Agreement, DOL's ETA (the Federal party responsible for overall administration and management of the SWIS and for communication with the states and other Federal parties) is distributing the attached **First Agreement to Amend the SWIS Data Sharing Agreement (Amending Agreement)**, including Signature Page(s), and these Amendment Instructions.

To confirm agreement, each party to the SWIS Agreement must deliver to ETA the applicable Amending Amendment Signature Page completed as indicated in the applicable signature block and signed by an authorized official of that agency.

## Signature Instructions

**Authorized Signing Official.** An authorized official of each State Unemployment Insurance Agency (SUIA) and each Performance Accountability and Customer Information Agency (PACIA) that signed the SWIS Agreement with ETA, ED's OCTAE and OSERS/RSA, must sign and date the applicable signature block for the agency, and indicate consent to each of the five proposed amendments. The official signing on behalf of a PACIA or SUIA must have the authority to contractually bind the agency ("Signature Authority").

The same official may sign on behalf of more than one participating agency within the state, including both a SUIA and a PACIA, **if** the signing official's position confers upon them the requisite Signature Authority on behalf of each such state agency. Please ensure that the applicable signature block for each party for which an official is signing is fully completed.

### **Return of Amendment Signature Pages to ETA; Amendment Adoption and Implementation Timing**

#### ***Completion of SUIA Signature Block***

The authorized official for the SUIA signs, dates, and ensures delivery of the completed signature page to ETA. **The SUIA signature page is at [page 23](#) of the Amending Agreement. *Please note: The SUIA must check "yes" or "no" for each amendment listed on the SUIA signature block. If any SUIA checks "no" for any of the five amendments on the signature block that is delivered to ETA, then the amendment marked "no" will not be adopted and the proposed amendment will not be available for implementation by any party to the SWIS. If neither checkbox is selected, it will require follow-up by ETA.***

#### ***Completion of PACIA Signature Block***

The authorized official for the PACIA signs, dates, and ensures delivery of the completed signature pages to ETA. **The PACIA signature pages are at [page 24](#) of the Amending Agreement. *Please note: Each PACIA must check "yes" or "no" for each Amendment listed on the applicable PACIA signature block. If any PACIA within a state checks "no" for an Amendment, none of the PACIAs within the same state will be permitted to implement that Amendment. If neither checkbox is selected, it will require follow-up by ETA.***

***Adoption & Implementation of Amendments; Notice*** ETA will provide notice to the parties when, based on delivered signature pages, an Amendment is adopted. The adoption and implementation process for the Amendments varies based upon the content of the Amendment as detailed below:

***Amendments 1 & 2*** – When ALL SUIAs and the Federal parties have marked the applicable "Yes" and signed and delivered completed signature pages, ETA will provide notice that Amendments 1 and 2 have been adopted into the SWIS Agreement.

***Amendments 3 & 4*** – When ALL SUIAs, the Federal parties, the ICON Grantee, and all PACIAs from at least one (1) state have marked the applicable "Yes" and signed and delivered completed signature pages, ETA will provide notice that Amendments 3 and 4 have been adopted into the SWIS Agreement; however, PACIAs may only obtain and use data under the amended terms reflected in Amendments 3 and 4 on a state-by-state basis after ALL participating PACIAs within the state have delivered properly executed signature pages to ETA. Once it receives all required PACIA signature pages for a state, ETA will notify the parties that the amendment(s) may be implemented by PACIAs **within the state, i.e., the state's PACIA may obtain and use SWIS data** in accordance with the amended

terms. Note: Implementation of Amendment 4 (Employment Flag) also requires completion of the appropriate Annexes, as detailed below.

**Amendment 5** – When all parties to the SWIS Agreement have marked the applicable “Yes” and signed and delivered completed signature pages, ETA will send notice that Amendment 5 has been adopted into the SWIS Agreement.

ETA will coordinate the delivery of completed Amending Agreement signature pages (including the Federal parties) to all parties to the SWIS Agreement.

### ***Implementation of Employment Flag Amendment***

- Following notification by ETA that all SWIS Amendment signatures for a state have been delivered, the PACIAs in that state may prepare to implement Amendment 4 (Employment Flag) by entering into an Employment Flag Data Sharing Agreement (Annex 3) and appropriate Acknowledgements.
- An Employment Flag Data Sharing Agreement, in the form set out in Annex 3 (new), must be entered into with each Local Service Provider that the PACIA chooses to provide with access to Employment Flag data from the SWIS. The Employment Flag Agreement must be signed, and signatures exchanged by the PACIA and Local Service Provider **before** initiating disclosures of the Employment Flag to employees of such Local Service Provider.
- PACIAs must ensure that an appropriate form of Confidentiality Acknowledgement (Annex 2, or either Annex 3-A (new), or verification of Annex 3-B (new)) has been completed by each employee who will be provided access to such data **prior to** providing access to Employment Flag data.

*ETA will keep a record of Amendments, their disposition, and executed signature pages, and make that information available to the public via ETA and ED’s OCTAE and OSERS/RSA websites.*

<https://www.dol.gov/agencies/eta/performance/swis/amendments>

## **First Agreement to Amend the SWIS Data Sharing Agreement**

**THIS FIRST AGREEMENT to AMEND** (the **Amending Agreement**) the State Wage Interchange System (SWIS) Data Sharing Agreement (SWIS Agreement), which was entered into by and among the individual State Unemployment Insurance Agencies (SUIAs) of each state participating in the SWIS, the Performance Accountability and Customer Information Agencies (PACIAs) of each state participating in the SWIS, the United States Department of Labor (DOL), Employment and Training Administration (ETA), the United States Department of Education (ED), Office of Career, Technical, and Adult Education (OCTAE) and Office of Special Education and Rehabilitative Services, Rehabilitation Services Administration (OSERS/RSA) (together, DOL/ETA, ED/OCTAE, and ED/OSERS RSA may be referred to herein as the Federal Parties), and the Interstate Connection Network (ICON) Grantee, consists of terms that amend the SWIS Agreement in five (5) topical areas, with each topical grouping of amending terms referenced herein as an “Amendment.”

### **I. Effective Date and Implementation of Amendments.**

- A. **Amendments 1 & 2.** Amendment 1 (ETA Use of Wage Date for UI Programs) and Amendment 2 (ETA, OCTAE, OSERS/RSA Public Use Files) will come into effect as of the date (the Effective Date) that ETA identifies in a notice stating that it has received appropriately completed signature pages from all SUIAs and the Federal Parties.
- B. **Amendments 3 & 4.** Amendment 3 (Grants under ETA Purview when the Grantee is a State) and Amendment 4 (Employment Flag Disclosure for Local Service Providers), which each propose changes in PACIA’s permitted uses and disclosures of SWIS Wage Data under Section IX of the SWIS Agreement, will come into effect for all signed parties as of the date (the Effective Date) that ETA identifies in a notice stating that it has received appropriately completed signature pages from the Federal Parties, the ICON Grantee, all SUIAs, and all PACIAs from at least one state; *provided, however, that*, the amended terms reflected in such amendment(s) may not be implemented by any PACIA unless and until *all PACIAs in the same state* have delivered appropriately completed signature pages to ETA. Upon posting of notice by ETA that it has received such signature pages from *all PACIAs within a state* the provisions of such amendment(s) may be implemented by all parties for purposes of access and use of Wage Date *by all PACIAs within such state*.

Implementation of Amendment 4 (Employment Flag) also requires completion of the appropriate Annexes, as provided by the terms of Amendment 4.

C. **Amendment 5.** Amendment 5 (Effectiveness of the Amendments) will become effective as of the date (the Effective Date) that ETA identifies in a notice stating that it has received appropriately completed signature pages from the Federal Parties, the ICON Grantee, all SUIAs, and all PACIAs.

**II. Severability.** Each Amendment (as defined above) set out herein, shall constitute a distinct and severable set of amending terms that may be separately approved on a severable basis according to the terms set out herein and without delay or other impact based upon whether any or all of the other Amendments set out herein are adopted by the parties.

**III. Effect of this Agreement.** This Amending Agreement (a) does not in itself authorize the expenditure or reimbursement of any Federal or state funds, (b) is not intended to confer any right upon any private person, and (c) shall not be interpreted to limit, supersede, or otherwise affect a party's normal operations or decisions in carrying out its mission, whether statutory or regulatory. Nothing in this Amending Agreement shall obligate the parties to expend appropriations or other monies, or to enter into any contract or other obligation. This Amending Agreement shall be governed by and construed in accordance with all applicable state or Federal laws.

**IV. Integration of Amendments with the SWIS Agreement.** Except as and to the extent expressly stated herein, the terms of each Amendment set out in this Amending Agreement shall amend and become integrated with the SWIS Agreement upon the Effective Date of each Amendment. The parties hereby understand and agree that the Amendments may become integrated with the SWIS Agreement on separate dates according to the terms set out herein.

**V. Amendments.** The five separate and severable Amendments to the SWIS Agreement are set out below:

**Amendment 1. ETA Use of Wage Data for UI Programs**

**The text of subsection IX.F. is replaced in its entirety as follows:**

**F. ETA's, OCTAE's, or OSERS/RSA' use of Wage Data.** Wage Data reported by states to ETA, OCTAE, or OSERS/RSA may be used for the following additional purposes:

1. ETA may use Wage Data for assessing the performance of state and Federal unemployment insurance (UI) programs, including the Reemployment Service and Eligibility Assessment (RESEA) program. ETA use of Wage Data for performance assessment purposes pursuant to this Section IX.F.1 is not subject to the Section IX.E limitations.
2. ETA, OCTAE, and OSERS/RSA may each use Wage Data reported by states, as applicable, in accordance with requirements of Sections 116 and 242(c)(2)(D) of WIOA, section 10(b) of the Wagner-Peyser Act, and 12(a)(5), 14, and 107 of the Rehabilitation Act of 1973 for research and evaluation, subject to the same limitations set forth for PACIAs above in paragraph E of this Section IX.

**The text of subparagraph 10 under subsection III.A. is replaced in its entirety as follows:**

10. Section 169 of WIOA [29 USC 3224], which requires DOL's continuing evaluation of programs and activities carried out under WIOA title I, and authorizes DOL's evaluation of other Federally-funded employment-related programs and activities under other provisions of law (see Section 169(a)(3) of WIOA), and requires DOL to coordinate evaluations it carries out under Section 169 with evaluations carried out by states under WIOA Section 116(e) [29 USC 3141(e)], from which the authority to establish the WRIS Agreement was derived. Similarly, section 242(c)(2)(D) of WIOA and sections 12(a)(5), 14, and 107 of the Rehabilitation Act, as amended by title IV of WIOA, authorize ED to conduct evaluations of, and monitor for compliance, the AEFLA and VR programs, as applicable. In turn, Section 116 requires each state, in coordination with local boards in the state, to conduct ongoing evaluations of activities under statewide and local workforce development systems, and to coordinate those evaluations with evaluations conducted by DOL (section 169 of WIOA and section 10(b) of the Wagner-Peyser Act, as amended) and ED (section 242(c)(2)(D) of WIOA, and sections 12(a)(5), 14, and 107 of the Rehabilitation Act of 1973 (applied with respect to programs carried out under title I of that Act (29 U.S.C. 720 et seq.)).

**A new subparagraph 13 is added under subsection III.A., to be set out after the existing subsections, provides as follows:**

13. 42 USC 501 et seq. authorizes ETA to make grants to states to administer unemployment insurance programs and requires ETA to ensure state law and practice meet certain Federal law requirements. See also 42 USC 506, 5 USC 8501 et seq., and 5 USC 8521 et seq.



**Amendment 2. ETA, OCTAE, and OSERS/RSA Use of Wage Data to Create Files for Public Use**

**Two new subsections are added under Section V (“Definitions”). New subsection F-1 is added immediately following subsection F (“Confidentiality Compliance Review” or “CCR”) and before subsection G (“Distributed Database Index” or “DDBI”) and provides as follows:**

**F-1. “De-identified” or “De-identify,”** with respect to Wage Data, refers to the stripping of information that would reveal any identifying particular(s) about an individual or employer. Additionally, these terms refer to the stripping of information that could foreseeably be combined with other publicly available information to reveal any identifying particular(s) about an individual or employer. This stripping includes, but is not limited to, the name, SSN, FEIN, and any state tax ID number.

**New subsection L-1 is added immediately following subsection L (“ICON” or “Interstate Connection Network”) and before subsection M (“Operations Contractor”) and provides as follows:**

**L-1. “Mask” or “Masking”** is the process of modifying Wage Data to create a version of the data that is similar to the original Wage Data but obscure certain original values to protect confidentiality. Masking retains the statistical value of the information while ensuring that Wage Data [with personal identifiers] are not made publicly available. Masking differs from de-identifying data, which strips personal information but does not modify the data.

**A new subparagraph is added at the end of subsection IX.F. (numbered as subparagraph 3 or as otherwise appropriate based on other amended terms) and provides as follows:**

3. ETA, OCTAE, and OSERS/RSA may use the Wage Data reported by states to create a file that is available to the public to obtain information on the performance outcomes of individuals who receive WIOA services. ETA, OCTAE, and OSERS/RSA will de-identify and mask the Wage Data prior to transferring it to a format for public use to avoid revealing any identifying particular(s) about an individual or employer or revealing information that could foreseeably be combined with other publicly available information to reveal any such particular(s).

**Amendment 3. Grants Under ETA Purview when the Grantee is a State**

**New items are added under subparagraph IX.B.1, to be set out after the existing items, that provide as follows:**

- h. The Registered Apprenticeship program in which the grantee is a state [division H, title I of the National Apprenticeship Act, 29 USC 50]
- i. ETA administered employment and training programs in which the grantee is a state.

**Item “h” under subparagraph IX.B.3. is replaced in its entirety and provides as follows:**

- h. The Registered Apprenticeship program when the grantee is not a state [division H, title I of the National Apprenticeship Act, 29 USC 50]

**A new subparagraph added under subsection III.A. (numbered as subparagraph 14 or as otherwise appropriate based on other amended terms), to be set out after the existing subparagraphs, provides as follows:**

- 14. The National Apprenticeship Act, 29 USC 50, authorizes the Secretary of Labor to promote and safeguard the welfare of apprentices, which includes reporting on employment outcomes for individuals in Registered Apprenticeship programs.

**Amendment 4. Employment Flag Disclosure for Local Service Providers****The text of subsection V.A. is replaced in its entirety as follows:**

- A. “**Acknowledgement of Confidentiality**” is the form of Acknowledgement of Confidentiality Requirements and Restrictions set forth in Annex 2, Annex 3-A, and Annex 3-B of this Agreement by which an individual employee, agent, or contractor is to acknowledge: (1) their understanding of the confidential nature of Wage Data, PII from Education Records, and Personal Information from VR Records, (2) the standards and guidelines for the handling of such data as described in Section XI and the SWIS Data Sharing Agreement/FERPA Written Agreement (Annex 1), and in any supplemental agreements, and (3) the individual’s obligation to comply with such standards and guidelines in carrying out their duties consistent with this Agreement. When completed, the Acknowledgement of Confidentiality form in Annex 2, and the Employment Flag Acknowledgement of Confidentiality as set forth in Annex 3-A and 3-B, are hereby incorporated by reference.

**The text of subparagraph VIII.B.1. is replaced in its entirety as follows:**

1. Providing ETA with a properly executed Acknowledgement of Confidentiality, as set forth at *Annex 2* of this Agreement, for each PACIA employee, agent, or contractor who is authorized to carry out PACIA functions under this Agreement, including Requests for data from the SWIS Clearinghouse or transmitting other data or information as part of a SWIS data Request; if PACIA opts to share Employment Flag data, entering into an Employment Flag Data Sharing Agreement, as set forth at Annex 3 of this Agreement, with a Local Service Provider (as defined in IX.G.3) and ensuring that each designated employee of such Local Service Provider completes an Employment Flag Acknowledgement of Confidentiality in the form set out at either Annex 3-A or Annex 3-B; and ensuring that up-to-date records of all applicable agreements (Annex 1, Attachment 1, and Annex 3) and Acknowledgements of Confidentiality (Annex 2, Annex 3-A, and Annex 3-B) required by this Agreement are maintained and available for review, including during a Section XIII Confidentiality Compliance Review, and that such records are sufficient to confirm completion by all individuals of the appropriate Acknowledgement of Confidentiality for the level of data access they are afforded.

**The text of item “f” under subparagraph IX.D.2. is replaced in its entirety as follows:**

- f. PACIAs and SUIAs must ensure that each employee of any agent or contractor that interacts with or has access to data obtained through the SWIS Clearinghouse has reviewed, understands, and has signed the Acknowledgement of Confidentiality form set forth at Annex 2 of this Agreement. PACIAs must enter into an Employment Flag Data Sharing Agreement (Annex 3) with each Local Service Provider in order to share the Employment Flag with the Local Service Provider’s employees and must also ensure that each employee of the Local Service Provider that will be provided access to view the Employment Flag completes the Acknowledgement of Confidentiality form set forth at Annex 3-A or the electronic acknowledgement described at Annex 3-B of this Agreement.

**The text of item “d” under subparagraph IX.E.1. is replaced in its entirety as follows:**

- d. Entities approved for research and evaluation must provide ETA with a signed Acknowledgement of Confidentiality Requirements and Restrictions form found in Annex 2 (or if only Employment Flag Data will be accessed, Annex 3-A or 3-B) of this Agreement;

**A new subsection G. is added after subsection IX.F., to be set out after the existing subsections, that provides as follows:**

G. Employment Flag

1. Notwithstanding any other provision of this Agreement, a PACIA that has obtained Wage Data for a participant in a program listed in Section IX.B.1 or IX.B.2 may provide a Local Service Provider and its employees with a notification or electronic system access for purposes of completing WIOA-required performance reporting, *provided that*, (a) such access is limited to identifying on a “read only” basis whether an Employment Flag is disclosed for a program participant, (b) the PACIA and Local Service Provider have entered into an agreement in the form set forth at Annex 3, and (c) the employee(s) of such Local Service Provider who will access the Employment Flag have completed an Acknowledgement of Confidentiality as set forth at either Annex 3-A or 3-B.
2. PACIA employee access to the Employment Flag.
  - a. Employment Flag Access Only. A PACIA that has obtained Wage Data for a participant in a program listed in Section IX.B.1 or IX.B.2 may provide its employees with access that is limited to the Employment Flag if the PACIA’s employee has provided an Annex 3-A or Annex 3-B Acknowledgement of Confidentiality.
  - b. Access to all Wage Data. Signing Annex 3-A or completing the acknowledgement described in Annex 3-B are not substitutes for signing Annex 2 for any individual who will access other Wage Data in addition to the Employment Flag. PACIA employees who will access other Wage Data in addition to the Employment Flag, must continue to sign Annex 2, and are not required to sign a separate Annex 3-A or 3-B acknowledgement.
3. Definitions
  - a. “Employment Flag” as used in this Agreement means Wage Data received from the SWIS Clearinghouse that reveals only whether wages were reported for a program participant for a specific calendar quarter.
  - b. “Local Service Provider” as used in this Agreement means the entity with which the state or the Workforce Development Board (either State or Local) has a documented relationship to provide the services described in the approved Unified or Combined State Plan under sections 102 or 103 of WIOA in a local area (as defined in subsection 3(32) of WIOA).
  - c. “Read only” access to electronic information means that individuals accessing the information will not be able to electronically copy, save, or print the information.
  - d. “Workforce Development Board” as used in this Agreement means the entities established pursuant to sections 101 and 107 of WIOA.

4. PACIA is responsible for maintaining up-to-date records of completed acknowledgements by all Local Service Provider employees who are given Employment Flag access through the state case management system. PACIA must conduct a review, at least annually, to confirm that all Local Service Provider employees with Employment Flag access have completed an Annex 3-A acknowledgement unless PACIA's case management system requires an electronic acknowledgement as described in Annex 3-B for all Local Service Provider employees that access Employment Flag data.

**Subparagraph XI.B.8. is replaced in its entirety to provide as follows:**

8. Confidentiality Acknowledgements.
  - a. PACIA employees (and any of its agents or contractors) who will have access to Wage Data (including access limited to the Employment Flag), PII from Education Records, and Personal Information from VR Records 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 authorized to have access to individual level Wage Data, PII from Education Records, or Personal Information from VR Records, such PACIA employees (and any agent or contractor) shall sign an Acknowledgement of Confidentiality in the form set forth at Annex 2 of this Agreement.
  - b. Employment Flag. Prior to being authorized to have data access that is limited to the Employment Flag pursuant to Section IX.G., the PACIA must ensure that employees of a Local Service Provider with an Annex 3 Employment Flag Agreement who will receive access to Employment Flag Data either (A) sign an Employment Flag Acknowledgement of Confidentiality in the form set forth at Annex 3-A of this Agreement, or (B) acknowledge the confidentiality requirements of the SWIS Agreement and commit to complying with the requirements each time the Employment Flag is accessed through the state's case management system as described in Annex 3-B of this Agreement. If the PACIA's case management system does not require an Annex 3-B acknowledgement by Local Service Provider employees each time the Employment Flag information is accessed, the PACIA must conduct a review, at least annually, to confirm that all Local Service Provider employees with Employment Flag access have completed an Annex 3-A Acknowledgement of Confidentiality or, if applicable, an Annex 2 acknowledgement.
  - c. An employee of a PACIA who will have access that is limited to the Employment Flag (as defined in Section IX.G.3 of this Agreement) may satisfy the confidentiality acknowledgement requirement by completing Annex 3-A or 3-B, as applicable; however, access to Wage Data beyond the Employment Flag requires completion of Annex 2.

**The text of Section XIX is replaced in its entirety to provide as follows:**

This Agreement, including any Annexes, Attachments, and any amendments adopted pursuant to section XV of the 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.

**Continuation of Amendment 4 terms:**

**Annex 2**

**State Wage Interchange System (SWIS)**

***Acknowledgement of Confidentiality Requirements and Restrictions***

*Note: This signed acknowledgement is returned to ETA*

In accordance with Section VIII of the SWIS Data Sharing Agreement (SWIS Agreement), which sets out the Responsibilities of the Parties, the names and signatures of everyone who will have access to Wage Data, personally identifiable information (PII) from Education Records, or Personal Information from Vocational Rehabilitation (VR) Records, including PACIA or SUIA employees, contractors, or agents properly authorized by the PACIA or SUIA to use the SWIS Clearinghouse in accordance with the provisions of Sections VI, VIII, and XI of the SWIS Agreement appear below. All authorized PACIA or SUIA employees, contractors, or agents below acknowledge their understanding of:

- the confidential nature of SWIS data, including Wage Data, PII from students' Education Records, and personal information in the possession of VR agencies received through the SWIS Agreement;
- the standards for the handling of such data as discussed in Sections VI, VIII, and XI of the SWIS Agreement, the SWIS Agreement/FERPA Written Agreement incorporated by reference therein, and any Supplemental FERPA Agreement(s) incorporated by reference therein; and
- their obligation to comply with such standards in carrying out their responsibilities under the SWIS Agreement.

All authorized PACIA or SUIA employees, contractors, or agents listed below attest that they:

- have been provided a copy of the SWIS Agreement, the SWIS Agreement/FERPA Written Agreement, and any Supplemental FERPA Agreement(s) incorporated by reference into the SWIS Agreement;
- have reviewed the SWIS Agreement and the other agreements incorporated therein; and
- agree to comply with the applicable standards contained in the SWIS, and the other agreements incorporated therein, in carrying out their SWIS- related duties.

**Electronic Submission.** Please electronically deliver the signed Acknowledgement of Confidentiality to ETA via e-mail at: [SWIS@dol.gov](mailto:SWIS@dol.gov). Signed Word documents are *not* acceptable. Digital signatures and scanned or electronic documents are acceptable.

*Annex 2 Form (Part I)*

<b>Completed by PACIA or SUIA Point of Contact</b>	
<b>State:</b>	
<b>SUIA or PACIA Agency:</b>	
<b>SUIA or PACIA</b>	
<b>SUIA or PACIA Contact Title:</b>	
<b>Business Unit:</b>	
<b>Mailing Address:</b>	
<b>Telephone:</b>	
<b>Email Address:</b>	
<b><u>Signature of SUIA or PACIA Contact:</u></b>	
<b>Date:</b>	

**Please note: Signatures of employees, contractors, or agents begin on next page.**



**Continuation of Amendment 4 terms:**

*Annex 2 Form (Part II)*

<b>Completed by PACIA or SUIA staff, contractors, or agents who have access to individual level Wage Data from SWIS.</b>	
<b><i>Employee Signature:</i></b>	
<b>Date signed:</b>	
<b>Employee Name (Please print):</b>	
<b>Employee's Title:</b>	
<b>Employee's Business Unit:</b>	
<b>Employee's Supervisor:</b>	
<b>Title and Business Unit of Supervisor:</b>	
<b>Email of Supervisor:</b>	
<b>Phone Number of Supervisor:</b>	
<b>Is the Employee a staff member of the State SUIA?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>or a State PACIA?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Is the individual an employee of the State, a contractor, or agent?</b>	<input type="checkbox"/> State <input type="checkbox"/> Contractor <input type="checkbox"/> Agent
<b>Employee's work location:</b> <i>(Agency Name)</i> <i>(Building or floor or suite #)</i> <i>(Street)</i> <i>(City), (State) (Zip)</i>	
<b>Employee Phone Number:</b>	
<b>Employee Email Address:</b>	
<b>Does the employee require ETA-approved individual credentials to access the password-protected SWIS Clearinghouse PACIA portal?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

*(Please print as many Acknowledgement pages as needed. Thank you.)*

**Continuation of Amendment 4 terms:**

**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

**Continuation of Amendment 4 terms:**

**Annex 3-A**

**State Wage Interchange System (SWIS)  
*Employment Flag Confidentiality Acknowledgement***

*Note: This signed acknowledgement is returned to the state agency that is the Performance Accountability and Customer Information Agency (PACIA) under the SWIS Agreement named below:*

**PACIA Name:** \_\_\_\_\_

**Local Service Provider (Employer) Name, if applicable:** \_\_\_\_\_

The SWIS Data Sharing Agreement (SWIS Agreement), at Section IX.G, and the Employment Flag Data Sharing Agreement between PACIA and Employer (Employment Flag Agreement) allow disclosure of limited data on program participants (the “Employment Flag”), which are derived from SWIS Wage Data, to employees of Employer, a Local Service Provider (as defined in IX.G of the SWIS Agreement) and to PACIA employees for the limited purpose of completing required performance reporting activities, provided that certain conditions are satisfied, including that each employee that is provided access to the Employment Flag acknowledges the confidentiality requirements and restrictions applicable to the Employment Flag data by signing this Annex 3-A Acknowledgement (or alternatively, by following the electronic acknowledgement procedures outlined in Annex 3-B of the SWIS Agreement).

The individual whose name and signature are set out below hereby acknowledges their understanding of:

- the confidential nature of data obtained from the SWIS, including Wage Data, PII from students’ Education Records, and personal information in the possession of VR agencies received through the state case management system, specifically including the Employment Flag;
- the standards for the handling of such confidential data, specifically include the “Read-only” limitation on access to the Employment Flag, which are described in Sections VI, VIII, IX and XI of the SWIS Agreement, the SWIS Agreement/FERPA Written Agreement, any Supplemental FERPA Agreement(s), and the Employment Flag Agreement;
- the obligation to comply with such standards in carrying out their responsibilities for data confidentiality under the SWIS Agreement; and
- that no further disclosure, or re-disclosure, of such SWIS Wage Data is authorized.

Each authorized employee of the PACIA or Local Service Provider attests that they:

- have been provided an electronic or physical copy of the SWIS Agreement, including the SWIS Agreement/FERPA Written Agreement, any Supplemental FERPA Agreement(s), and the Employment Flag Agreement, each incorporated by reference into the SWIS Agreement;
- have reviewed the SWIS Agreement and the other agreements incorporated therein;

- agree to comply with the applicable standards contained in the SWIS Agreement, and the other agreements incorporated therein, in carrying out my performance outcome reporting duties, which are the sole purpose for which the Employment Flag data may be used; and
- will not redisclose the employment status derived from Wage Data obtained through SWIS.

**Submission of signed Employment Flag Confidentiality Acknowledgement:** Users with access to the Employment Flag shall deliver the signed Employment Flag Confidentiality Acknowledgement (Annex 3-A) electronically to the PACIA point of contact. Signed Word documents are not acceptable. Digital signatures and scanned or electronic documents are acceptable.

**Please note, the PACIA is responsible for maintaining signed Annex 3-A documentation. Signed Annex 3-A documentation is subject to review by ETA or its agent or contractor. Annex 3-A must be completed by each employee with access to the Employment Flag.**

**This Annex 3-A, the Employment Flag Confidentiality Acknowledgement, does not replace the requirement to complete Annex 2, the SWIS Acknowledgement of Confidentiality Requirements and Restrictions for PACIA employees and contractors who will have access to any SWIS Wage Data in addition to the Employment Flag. Staff who will have access to SWIS Wage Data in addition to the Employment Flag must complete Annex 2.**

## Annex 3-A Employment Flag Confidentiality Acknowledgement

### *Signature Page*

*(Complete if SWIS Acknowledgement is not incorporated in state's online system where the employment flag is displayed.)*

<b><u>PACIA Point of Contact</u> (PACIA POC to complete Prior to Distribution)</b>	
<p><i>PACIA Point of Contact (POC) Name:</i></p> <p style="padding-left: 100px;"><i>PACIA POC Title:</i></p> <p style="padding-left: 100px;"><i>PACIA Agency Name &amp; State:</i></p> <p><i>PACIA POC Email or Mailing Address:</i></p> <p style="padding-left: 100px;"><i>PACIA Point of Contact Telephone:</i></p>	

<b><u>Employer/Local Service Provider Point of Contact</u> (if applicable)</b>	
<p><i>Local Service Provider/Employer Name:</i></p> <p style="padding-left: 100px;"><i>Point of Contact (POC) Name:</i></p> <p style="padding-left: 100px;"><i>POC Title:</i></p> <p style="padding-left: 100px;"><i>POC Email or Mailing Address:</i></p> <p style="padding-left: 100px;"><i>POC Telephone:</i></p>	

**The name of each individual who completes this Acknowledgement of Confidentiality by signing below and providing the date of acknowledgement must be reported to the PACIA Contact listed above. In addition, a copy or other reliable record (physical or electronic version) of each signed Acknowledgement must be maintained by the PACIA.**

*Note:* All instructions provided by the PACIA (named above) regarding tracking, maintaining, and updating Acknowledgements of Confidentiality (**Annex 3-A or Annex 3-B**) for each individual who will access the Employment Flag must be carefully followed.

The undersigned acknowledges and attests to the terms.

<b><u>Signature:</u></b>	
<b>Name (Please print):</b>	
<b>Date of Acknowledgement:</b>	

*(Please print an Acknowledgement page for each employee to sign)*

**Continuation of Amendment 4 terms:**

**Annex 3-B**

***Acknowledgement to be included in the state's case management system***

In accordance with the SWIS Data Sharing Agreement (SWIS Agreement), a confidentiality acknowledgement must be completed before an authorized individual may receive access to the Employment Flag. The names and signatures of each individual who will have access to the Wage Data (Employment Flag, Yes/No), (i.e., properly authorized employees of the Performance Accountability and Customer Information Agencies (PACIA), or properly authorized employees of a Local Service Provider (where an Annex 3 agreement is in place) appear below. All authorized PACIA employees, contractors, or agents below acknowledge their understanding of:

- the confidential nature of data obtained from the SWIS, including Wage Data (Employment Flag, Yes/No) received through the state case management system;
- the standards for the handling of such confidential data, specifically including the “Read-only” limitation on access to the Employment Flag, as described in Sections VI, VIII, IX, and XI of the SWIS Agreement, including the SWIS Agreement/FERPA Written Agreement, any Supplemental FERPA Agreement(s), and the Employment Flag Agreement, each incorporated by reference in the SWIS Agreement;
- the obligation to comply with such standards in carrying out their responsibilities under the SWIS Agreement; and
- that no further disclosure, or redisclosure, of such SWIS Wage Data is authorized.

I attest that I:

- have an electronic or physical copy of the SWIS Agreement, including the SWIS Agreement/FERPA Written Agreement, any Supplemental FERPA Agreement(s), and the Employment Flag Agreement, each incorporated by reference into the SWIS Agreement;
- have reviewed the SWIS Agreement and the other agreements incorporated therein;
- agree to comply with the applicable standards contained in the SWIS Agreement, and the other agreements incorporated therein, in carrying out my performance outcome reporting duties, which are the sole purpose for which the Employment Flag data may be used; and
- will not redisclose the employment status derived from Wage Data obtained through SWIS.



**Amendment 5. Effectiveness of the Amendments****Subsection XV.F. is replaced in its entirety to provide as follows:**

F. Effectiveness of Amendments. If no objections to the amendment are raised during the second fifteen (15) day comment period (provided for in paragraph D above), or the conference call (provided for in paragraph E above), amendment signature pages will be distributed to all parties to this Agreement.

1. Amendments to the Agreement will become effective as follows:

a. Data Use/Disclosure Amendment: Any proposed amendment that changes the permitted uses and disclosures of SWIS Wage Data in Section IX and related provisions of other sections of the Agreement (identified in the amendment proposal) (all such related text amendments together are a “Data Use/Disclosure Amendment”) shall come into effect initially as described in (i) below for the parties described in (i) and for purposes of PACIAs’ Section IX authorization only within the states whose PACIAs have all signed, delivered and thus joined the amended version of the Agreement. The PACIAs of all other states will become party to the amended Agreement on a state-by-state basis as described in (ii) below.

(i) Data Use/Disclosure Amendment Effective Date: A Data Use/Disclosure Amendment will become effective for all signed parties when ETA, OCTAE, OSERS/RSA, the ICON Grantee, all SUIAs that are party to the Agreement, and all PACIAs from at least one state have signed and delivered the amendment signature page; provided that the authorization for PACIAs to carry out the amended Section IX provisions shall only come into effect for PACIAs in such state(s) whose PACIAs have all signed and delivered such amendment.

(ii) Additional PACIAs Join Data Use/Disclosure Amendment State-by-State: A PACIA will be deemed a party to the amended version of the Agreement with authorization to carry out the amended Section IX provisions only after (A) such amendment becomes effective as described above in (i) of this subsection, and (B) all PACIAs within such PACIA’s state have signed and delivered the signature page for such amendment. Until a PACIA becomes a party to the amended version of the Agreement pursuant to this subsection, such PACIA shall remain a party to the Agreement (without the amended terms) including the unamended Section IX data use and disclosure terms.

b. All Other Amendments: All amendments to the Agreement, other than a Data Use/Disclosure Amendment (as described in Section XV.F.1.a above), will become effective when all parties to this Agreement have signed and delivered the applicable amendment signature page.

2. ETA to Track Amendments. ETA will keep a record of proposed amendments, their disposition, and executed Agreements, including tracking which states' PACIAs have become party to a Data Use/Disclosure Amendment.
3. Notice of Amendment Effective Date. ETA will provide information on all SWIS amendment proposals, including prompt notice when any amendment to the Agreement becomes effective, and in the case of Data Use/Disclosure Amendments, promptly post notice when a state's PACIA(s) become party(ies) to the amended Agreement, by making that information available to the public via ETA's website, and making such information available for posting on OCTAE's and OSERS/RSA's websites.

## VI. Approval of Amendments by the Parties' Authorized Signatories.

**Representation of Authority:** Each official signing this Amending Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Amending Agreement on behalf of their agency or organization and that the agreement will constitute a valid and binding commitment of such party.

***NOW, THEREFORE,*** in consideration of mutual promises and undertakings contained in this Amending Agreement, the parties hereto consent to the provisions of each Amendment to the SWIS Agreement as signified in the applicable signature block below.

**Note:** Signatory to check the box (☐) next to each Amendment that the party agrees to adopt as part of this Amending Agreement to the SWIS Agreement.

### State Unemployment Insurance Agency (SUIA)

#### State Unemployment Insurance Agency

Yes No (Check Yes or No for each – do not leave blank)

- Amendment 1. ETA Use of Wage Data for UI Programs
- Amendment 2. ETA, OCTAE, or OSERS/RSA use of Wage Data to create files for Public Use
- Amendment 3. Grants Under ETA Purview (Where the Grantee is a State)
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

#### State Unemployment Insurance Agency

Yes No (Check Yes or No for each – do not leave blank)

- Amendment 1. ETA Use of Wage Data for UI Programs
- Amendment 2. ETA, OCTAE, or OSERS/RSA use of Wage Data to create files for Public Use
- Amendment 3. Grants Under ETA Purview (Where the Grantee is a State)
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

## VI. Approval of Amendments by the Parties' Authorized Signatories.

**Representation of Authority:** Each official signing this Amending Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Amending Agreement on behalf of their agency or organization and that the agreement will constitute a valid and binding commitment of such party.

*NOW, THEREFORE*, in consideration of mutual promises and undertakings contained in this Amending Agreement, the parties hereto consent to the provisions of each Amendment to the SWIS Agreement as signified in the applicable signature block below.

**Note:** Signatory to check the box (☐) next to each Amendment that the party agrees to adopt as part of this Amending Agreement to the SWIS Agreement.

### Performance Accountability and Customer Information Agency (PACIA)

#### Performance Accountability and Customer Information Agency

Yes No (Check Yes or No for each – do not leave blank)

Amendment 3. Grants Under ETA Purview (Where the Grantee is a State) \*\*

Amendment 4. Employment Flag Disclosure

Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency reporting on behalf of WIOA:

Title I  Title II  Title III  Title IV

#### Performance Accountability and Customer Information Agency

Yes No (Check Yes or No for each – do not leave blank)

Amendment 3. Grants Under ETA Purview (Where the Grantee is ae State) \*\*

Amendment 4. Employment Flag Disclosure

Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency reporting on behalf of WIOA:

Title I  Title II  Title III  Title IV

\*\*= Amendment 3 applies to Title I and Title III PACIAs

**Performance Accountability and Customer Information Agency**

Yes No (Check Yes or No for each – do not leave blank)

- Amendment 3. Grants Under ETA Purview (Where the Grantee is a State) \*\*
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency reporting on behalf of WIOA:

- Title I  Title II  Title III  Title IV

**Performance Accountability and Customer Information Agency**

Yes No (Check Yes or No for each – do not leave blank)

- Amendment 3. Grants Under ETA Purview (Where the Grantee is ae State) \*\*
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency reporting on behalf of WIOA:

- Title I  Title II  Title III  Title IV

\*\*= Amendment 3 applies to Title I and Title III PACIAS

**Performance Accountability and Customer Information Agency**

Yes No (Check Yes or No for each – do not leave blank)

- Amendment 3. Grants Under ETA Purview (Where the Grantee is a State) \*\*
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency reporting on behalf of WIOA:

- Title I  Title II  Title III  Title IV

**Performance Accountability and Customer Information Agency**

Yes No (Check Yes or No for each – do not leave blank)

- Amendment 3. Grants Under ETA Purview (Where the Grantee is ae State) \*\*
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agency: \_\_\_\_\_

Agency reporting on behalf of WIOA:

- Title I  Title II  Title III  Title IV

\*\*= Amendment 3 applies to Title I and Title III PACIAS

## **VI. Approval of Amendments by the Parties' Authorized Signatories.**

**Representation of Authority:** Each official signing this Amending Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Amending Agreement on behalf of their agency or organization and that the agreement will constitute a valid and binding commitment of such party.

*NOW, THEREFORE*, in consideration of mutual promises and undertakings contained in this Amending Agreement, the parties hereto consent to the provisions of each Amendment to the SWIS Agreement as signified in the applicable signature block below.

**Note:** Signatory to check the box (☐) next to each Amendment the party agrees to adopt as part of this Amending Agreement to the SWIS Agreement.

### **Federal Signature Page**

- Amendment 1. ETA Use of Wage Data for UI Programs
- Amendment 2. ETA, OCTAE, or OSERS/RSA use of Wage Data to create files for Public Use
- Amendment 3. Grants Under ETA Purview (Where the Grantee is a State)
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

#### **Office of Career, Technical, and Adult Education: U.S. Department of Education**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Assistant Secretary for Career, Technical, and Adult Education

#### **Office of Special Education and Rehabilitative Services: U.S. Department of Education**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Assistant Secretary for Special Education and Rehabilitative Services

#### **Employment and Training Administration: U.S. Department of Labor**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Assistant Secretary for Employment and Training

## **VI. Approval of Amendments by the Parties' Authorized Signatories (continued)**

**Representation of Authority:** Each official signing this Amending Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Amending Agreement on behalf of their agency or organization and that the agreement will constitute a valid and binding commitment of such party.

*NOW, THEREFORE*, in consideration of mutual promises and undertakings contained in this Amending Agreement, the parties hereto consent to the provisions of each Amendment to the SWIS Agreement as signified in the applicable signature block below.

*Note:* Signatory to check the box (☐) next to each Amendment the party agrees to adopt as part of this Amending Agreement to the SWIS Agreement.

### **Interstate Connection Network (ICON) Grantee Signature Page**

- Amendment 1. ETA Use of Wage Data for UI Programs
- Amendment 2. ETA, OCTAE, or OSERS/RSA use of Wage Data to create files for Public Use
- Amendment 3. Grants Under ETA Purview (Where the Grantee is a State)
- Amendment 4. Employment Flag Disclosure
- Amendment 5. Effectiveness of the Amendments

### **Interstate Connection Network (ICON) Grantee**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_