Proposed Amendments to the SWIS Agreement

<table>
<tr><td>

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

</td></tr>
<tr><td>

References: Section IX. Disclosures under the SWIS. Revise section F. **ETA**, **OCTAE**, or **OSERS/RSA** use of Wage Data.

Section III. Legal Authority. Create new subsection 13 in Section III.A of the SWIS Agreement.

</td></tr>
<tr><td>

Current Provision (Section IX.F.) ETA, **OCTAE**, or **OSERS/RSA** use of Wage Data. ETA, OCTAE, or OSERS/RSA may also use Wage Data reported by states, as applicable, in accordance with requirements of Section 116 of WIOA for research and evaluation, subject to the same limitations set forth for PACIAs above in paragraph E of this Section IX.

Proposed Amendment Text (New Subsection under IX)

F. ETA, OCTAE, or **OSERS/RSA use of Wage Data**. Wage Data reported by states to ETA, OCTAE, or OSERS/RSA by states 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.2 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 Section 116, 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.

Proposed Amendment Text (New Subsection under III.A.)

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 existing WRIS Agreement is 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

</td></tr>
</table>

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.)).

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.

Proposed Amendment 2. ETA, **OCTAE**, or **OSERS/RSA use of Wage Data to create files for Public Use**

Reference: Section IX. Disclosures under SWIS. F. **ETA**, **OCTAE**, or **OSERS/RSA use of Wage Data.**

Current Provision (Section IX.F.) ETA, **OCTAE**, or **OSERS/RSA use of Wage Data**.
ETA, OCTAE, or OSERS/RSA may also use Wage Data reported by states, as applicable, in accordance with requirements of Section 116 of WIOA for research and evaluation, subject to the same limitations set forth for PACIAs above in paragraph E of this Section IX.

Proposed Amendment Text (New Sections under V)

G. "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.

N. "Masking" is the process of modifying Wage Data to create a version of the data that are 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 differ**s** from de-identifying data, which strips personal information but does not modify the data.

Proposed Amendment Text (New Section under IX.F)

F. ETA, **OCTAE**, or **OSERS/RSA** use of Wage Data.

   3. ETA, OCTAE, 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).

<u>**Proposed Amendment 3.**</u> **Grants Under ETA Purview when the Grantee is a State**

Reference: Section IX. Disclosures under the SWIS. B. Programs for which Access PACIA may obtain Wage Data. 1. Wage Data disclosure to state and local programs administered by DOL

Proposed Amendment Text (New items under IX.B.1)

      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.

Reference: Section IX. B. Programs for which Access PACIA may obtain Wage Data. 3. Aggregate Data Disclosures to DOL programs not administered by a public official

Current Provision (Section IX.B.3.h)

      h. The Registered Apprenticeship program [division H, title I of the National Apprenticeship Act, 29 USC 50]

Proposed Amendment Text (Section IX.B.3.h)

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

Proposed Amendment Text (New Section under III.A.)

     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.

<u>Proposed Amendment 4.</u> Employment Flag Disclosure
Reference: Section IX Disclosures under the SWIS (Revision) and Section IX.G (New) XI. Confidentiality and Restrictions on Use of DDBI Information, Wage Data, PII from Education Records, and Personal Information from VR Records. B. PACIA

Proposed Amendment Text (New Section IX.G)
 	
G. Disclosure of "Employment Flag" Information
 	
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 staff responsible for service delivery and program outcomes with a notification or electronic system access limited to identifying whether or not an "Employment Flag" (based on an individual wage record) is disclosed for a program participant, subject to the following conditions:
 	
    a. The individual staff responsible for service delivery and program outcomes that may receive Employment Flag data for program participants pursuant to this Section IX.G are either (i) public officials as defined at 20 CFR 603.2(d) obtaining the data for use in the performance of their official duties as provided for in 20 CFR 603.5(e), or (ii) are agents or contractors of a public official as provided for in 20 CFR 603.5(f);
 	
    b. If the staff that receive the Employment Flag data pursuant to this Section IX.G are agent(s) or contractor(s) of a public official, then (i) the public official must have entered into an agreement that meets the requirements of 20 CFR 603.10 with the PACIA that will be disclosing Employment Flag data to the public official's agent(s) or contractor(s), (ii) the public official must have accepted responsibility for the use of the Wage Data by their agent(s) or contractor(s), and (iii) the public official must have entered into an agreement that meets the requirements of 20 CFR 603.10 with the agent or contractor requiring the agent or contractor (and the agent or contractor's staff, as applicable) to comply with the requirements of this Agreement and 20 CFR part 603;
 	
    c. The only information that may be disclosed pursuant to this subsection IX.G through electronic system access is the Employment Flag (defined below). No actual wage amounts or other Wage Data may be disclosed pursuant to this subsection IX.G; and
 	
    d. Each individual staff member receiving the Employment Flag data must acknowledge the confidentiality requirements and restrictions of this Agreement by either:
        i. Signing the Employment Flag Confidentiality Acknowledgement in Annex 2-A of this Agreement; or
        ii. Agreeing to the requirements of the SWIS by clicking an acknowledgement committing to comply with the SWIS requirements

each time the information is accessed through the state's electronic case management system as described in Annex 2-B below.

e. Consistent with Section VIII.B of this Agreement, the PACIA that provides the notifications of or is hosting the case management system that is disclosing the Employment Flag, is responsible for:

i. confirming the sufficiency and ongoing completion of the appropriate acknowledgements as described in d(i) or d(ii) above; and

ii. ensuring that up-to-date records of such Acknowledgements are maintained. The acknowledgements signed pursuant to this IX.G do not need to be provided to ETA; however, upon request, including during a Section XIII. Confidentiality Compliance Review, PACIAs must be able to confirm execution of such Acknowledgements by all individuals who are granted access to the Employment Flag.

2. "Staff responsible for service delivery and program outcomes" as used in this Section IX.G. includes staff of Local Workforce Development Boards and AEFLA and VR programs. In order to be qualified to receive the notification or electronic data access pursuant to this subsection IX.G an individual staff member must either be (i) a public official as defined at 20 CFR 603.2(d) obtaining the data for use in the performance of their official duties as provided for in 20 CFR 603.5(e), or (ii) an agent or contractor of a public official as provided for in 20 CFR 603.5(f).

3. "Employment Flag" as used in this subsection IX.G means Wage Data received from the SWIS Clearinghouse that reveals only whether or not wages were reported for a program participant for a specific calendar quarter.

Reference: XI. Confidentiality and Restrictions on Use of DDBI Information, Wage Data, PII from Education Records, and Personal Information from VR Records

Current Provision (Section XI.B.8)

8. PACIA employees (and any of its agents or contractors) who will have access to Wage Data, 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 Wage Data, PII from Education Records, or Personal Information from VR Records, such PACIA employees (and any agent or contractor) shall execute an Acknowledgement of Confidentiality in the form set forth at Annex 2 of this Agreement.

Proposed Amendment Text (Section XI.B.8)

8. PACIA employees (and any of its agents or contractors) who will have access to Wage Data, 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.

    a. 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. Any individuals who will have access to the "Employment Flag" shall either sign an Employment Flag Confidentiality Acknowledgement in the form set forth at **Annex 2-A** of this Agreement, or acknowledge the requirements of the SWIS and commit to comply with the requirements each time the information is accessed through the state's case management system as described in **Annex 2-B** below.

<u>**Proposed Amendment 5.**</u> **Longitudinal Data Systems**

Reference: Section IX. Disclosures under the SWIS. C. Other Permissible Data Disclosures 5. Longitudinal Data Systems. (NEW)

III. Legal Authorities, A. Applicable Legal Authorities

XI. Confidentiality and Restrictions on Use of DDBI Information, Wage Data, PII from Education Records, and Personal Information from VR Records. B. PACIA

Proposed Amendment Text (New Permissible Disclosure under IX.C)

State Administrative Longitudinal Database. Each state maintains a state administrative longitudinal database that connects workforce data with education data contained in the Statewide Longitudinal Data System (SLDS), assesses the performance of federally and state-supported education and job training programs, and provides user-friendly information to help customers select the education and training programs that best suit their needs. The state administrative longitudinal database in each state is operated and maintained by PACIAs and other entities that meet the definition of a "public official" in 20 CFR 603.2. Subject to the conditions below, this provision permits Wage Data to be incorporated into the state administrative longitudinal database.

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 upload such Wage Data or the Participant Individual Record Layout (PIRL) to the state's administrative longitudinal database, provided that a public official continues to maintain legal responsibility and operational authority, and if the system is operated and maintained by an agent or contractor of such public official, a 20 CFR 603.10 compliant agreement must be in place. Wage Data may only be uploaded into one administrative longitudinal database within a state. Use of the Wage Data obtained through the SWIS Clearinghouse in state administrative longitudinal databases is subject to all of the following conditions:

    a. The PACIA or other public official administering the state administrative longitudinal database or its agent or contractor may use Wage Data obtained through the SWIS Clearinghouse only for the purposes set out in the 20 CFR 603.10 compliant agreement and for no other purpose;

    b. If the staff that receive, transmit, or access Wage Data in a state administrative longitudinal database pursuant to this Section IX.C.5 are agents or contractors of a PACIA or other public official, then:

        i. <u>PACIA</u>: The PACIA must have entered into an agreement that meets the requirements of 20 CFR 603.10 with its agent or contractor requiring the agent or contractor (and the agent or contractor's staff, as applicable) to comply with the requirements of this Agreement and 20 CFR part 603; the PACIA must have accepted responsibility for use of the Wage Data by its agent(s) or contractor(s); and each individual staff member of the PACIA's agent or contractor with access to or who receives individual

level Wage Data obtained through the SWIS Clearinghouse and uploaded to the state administrative longitudinal database must have signed the Acknowledgement of Confidentiality Requirements and Restrictions in Annex 2 of this Agreement.

    ii. <u>Public official other than the PACIA</u>: The public official must have entered into an agreement that meets the requirements of 20 CFR 603.10 with the PACIA that will be disclosing the Wage Data to the public official's agent(s) or contractor(s); the public official must have accepted responsibility for use of the Wage Data by their agent(s) or contractor(s); the public official must have entered into an agreement that meets the requirements of 20 CFR 603.10 with the agent or contractor requiring the agent or contractor (and the agent or contractor's staff, as applicable) to comply with the requirements of this Agreement and 20 CFR part 603; and each individual staff member of agent or contractor with access to or who receives individual level Wage Data obtained through the SWIS Clearinghouse and uploaded to the state administrative longitudinal database must have signed the Acknowledgement of Confidentiality Requirements and Restrictions in Annex 2 of this Agreement.

    c. The data may not be retained if it is no longer being used for the state's administrative longitudinal database, and in any case may not continue to be retained after the end of a period of 15 years from the date the Access PACIA received the Result from the SWIS. The Wage Data must be permanently destroyed consistent with the data destruction provision in XI.B.5.

Reference: III. Legal Authority A. Applicable Legal Authorities

Proposed Amendment Text (New Section under III.A.)

15. Section 169 of WIOA authorizes the Workforce Data Quality Initiative (WDQI) which funds state longitudinal databases. These databases include information on programs that provide training and employment services and are linked longitudinally to allow for analysis leading to enhanced opportunity for program evaluation and better information for customers and stakeholders of the workforce system.

Reference: XI. Confidentiality and Restrictions on Use of DDBI Information, Wage Data, PII from Education Records, and Personal Information from VR Records

Current Provision (Section XI.B.5)

5. The PACIA shall retain the Wage Data received from the SUIA only for the period required to utilize it for assessment and reporting purposes, or to satisfy applicable Federal or state records retention requirements. Thereafter, the Wage Data shall be destroyed, including the degaussing of magnetic tape files and permanent deletion of

electronic data. The PACIA shall not retain the records for more than five (5) years from the date the Result is received.

Proposed Amendment Text (Section XI.B.5)

5. Data Retention Requirements.

   a. General data retention requirements. Except as provided otherwise in this Section XI.B.5, the PACIA shall retain the Wage Data received from the SUIA only for the period necessary to fulfill the purposes for which the PACIA obtains the data which may not be longer than five (5) years. Wage Data may be retained for longer than five (5) years only to comply with applicable Federal or state statutory or regulatory data retention requirements; provided that in order to retain Wage Data beyond five (5) years the PACIA must provide notice to the Departments of the requirements, including complete information on such requirements, which the Departments, as applicable, will review to confirm that retention beyond five (5) years is required. If the Departments, as applicable, determine that a state statutory or regulation does not require retention of Wage Data for longer than five (5) years, the PACIA must destroy all such data after the period necessary to fulfill the purpose for which the data were obtained, which shall be no longer than five (5) years.

   b. State administrative longitudinal database. Notwithstanding the general data retention limits set out in paragraph 5.a. above, Wage Data uploaded to a longitudinal data system pursuant to Section IX.C.5 of this Agreement may be retained and utilized for such purpose for up to fifteen (15) years. However, the PACIA that uploads, or allows its agent or contractor to upload Wage Data to the state administrative longitudinal database pursuant to Section IX.C.5 of this Agreement shall ensure that the Wage Data are not retained for more than fifteen (15) years from the date the Access PACIA receives the Result and that after such period such Wage Data are destroyed as described in paragraph 5.c. below.

   c. After the end of the applicable data retention period described in paragraphs 5.a. or 5.b. above, the PACIA shall ensure that Wage Data are destroyed, including the degaussing of magnetic tape files and permanent deletion of electronic data within 20 business days after the applicable retention period has ended.

Proposed Amendment 6. **Section XV. Amendment of the Agreement. Revise section F. Effectiveness of Amendments.**

Reference: Section XV.F.

Current Provision (Section XV.F):

F. If no objections to the amendment are raised during the second comment period, which will be for fifteen (15) business days (see paragraph D above), or the conference call, signature pages will be distributed to all parties of this Agreement. The amendment will be adopted when all parties to this Agreement have signed and delivered this signature page. ETA will provide prompt, written notice of the amendment to the Agreement to the contacts identified in Section XXIII of this Agreement. The amendment will not be effective until all parties sign and return the amendment to ETA and it is fully executed. ETA will keep a record of proposed amendments, their disposition, and executed Agreements and make that information available to the public via ETA's, OCTAE's, and OSERS/RSA's websites.

Proposed Amendment Text (Section XV.F):

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.

<u>Annex 2</u>

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, 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 Data Sharing 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 Data Sharing Agreement;
- the standards for the handling of such data as discussed in Sections VI, VIII, and XI of the SWIS Data Sharing Agreement, the SWIS Data Sharing 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 Data Sharing Agreement.

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

- have been provided a copy of the SWIS Data Sharing Agreement, the SWIS Data Sharing Agreement/FERPA Written Agreement, and any Supplemental FERPA Agreement(s) incorporated by reference into the SWIS Data Sharing Agreement;
- have reviewed the SWIS Data Sharing Agreement and the other agreements incorporated therein; and
- agree to comply with the applicable standards contained in the SWIS Data Sharing Agreement, 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**. Signed Word documents are *not* acceptable. Digital signatures and scanned or electronic documents are acceptable.

Annex 2 Form (*Part I*)

Completed by PACIA or SUIA Point of Contact	
State:	
SUIA or PACIA Agency:	
SUIA or PACIA Contact Name:	
SUIA or PACIA Contact Title:	
Business Unit:	
Mailing Address:	
Telephone:	
Email Address:	
Signature of SUIA or PACIA Contact:	
Date:	

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

Annex 2 Form (*Part II*)

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

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

<u>Annex 2-A</u>

State Wage Interchange System (SWIS)
Employment Flag Confidentiality
Acknowledgement

Note: This signed acknowledgement is returned to the state agency that is the Access PACIA under the SWIS Agreement:

PACIA Name: _____

PACIA Email Address: _____

Section IX.G of the SWIS Data Sharing Agreement (DSA) allows disclosure of limited data on program participants (the "Employment Flag") that are derived from SWIS Wage Data for the limited purpose of required performance reporting to staff responsible for services delivery and program outcomes (as defined in IX.G of the SWIS DSA), provided that certain conditions are satisfied, including that each individual staff member receiving the Employment Flag data sign this acknowledgement of confidentiality requirements and restrictions or Annex 2-B. The individual whose name and signature is 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 pursuant to the SWIS DSA;
- the standards for the handling of such data as discussed in Sections VI, VIII, IX and XI of the SWIS DSA, the SWIS DSA/FERPA Written Agreement incorporated by reference therein, and any Supplemental FERPA Agreement(s) incorporated by reference therein;
- their obligation to comply with such standards in carrying out their responsibilities for data confidentiality under the SWIS DSA; and
- No further disclosure of such SWIS Wage Data is authorized.

Each authorized employee, contractor, or agent of the Public Official listed below by signing below attests that they:

- have been provided an electronic or physical copy of the SWIS DSA, the SWIS DSA/FERPA Written Agreement, and Supplemental FERPA Agreement(s) incorporated by reference into the SWIS DSA;
- have reviewed the SWIS DSA and the other agreements incorporated therein; and
- agree to comply with the applicable standards contained in the SWIS DSA, and the other agreements incorporated therein, in carrying out their SWIS-related duties including the performance outcome reporting duties that are the sole purpose for which the data they may receive pursuant to the SWIS DSA and this Acknowledgement may be used.

Submission of signed Employment Flag Confidentiality Acknowledgement: Users with access to the employment flag should deliver the signed Employment Flag Confidentiality Acknowledgment (Annex 2-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 2-A documentation. Signed Annex 2-A documentation is subject to review by ETA or its agent or contractor. Annex 2-A must be completed by all staff who have access to the employment status of program participants derived from Wage Data obtained through SWIS (i.e., the Employment Flag). Staff who have access to any other SWIS Wage Data in addition to the Employment Flag must complete Annex 2.

This Annex 2-A, the Employment Flag Confidentiality Acknowledgment, does *not* replace the requirement to complete Annex 2, the SWIS Acknowledgment of Confidentiality Requirements and Restrictions for individuals who will have access to any additional SWIS Wage Data.

Annex 2-A

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

Completed by <u>PACIA Point of Contact</u> Prior to Distribution	
PACIA Point of Contact: *(State)* *(Agency Name)* *(PACIA Point of Contact and Title)* *(PACIA Point of Contact Email or Mailing Address)* *PACIA Point of Contact Telephone)*	

Completed by <u>Public Official</u>[*] Prior to Distribution	
Public Official: *(Public Official Name)* *(Public Official Title)* *(Public Official Address)*	

*Please note, the Public Official must have a signed Annex 2 form on file with ETA.

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

Note: All instructions provided by the PACIA named above regarding tracking, maintaining, and updating an Acknowledgement of Confidentiality (Annex 2-A) for each individual who will access SWIS data as described above must be carefully followed.

The undersigned individual employee, contractor or agent of the Public Official named above hereby acknowledges and attests as set out above.

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

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

Annex 2-B

State Wage Interchange System (SWIS) Data Sharing Agreement
Acknowledgement of Confidentiality Requirements and Restrictions

Disclosure of a participant's employment status obtained through the State Wage Interchange System (SWIS) (Employment Flag, yes/no) is contingent upon all PACIAs in the state signing the SWIS Amendment and individuals with access to the Employment Flag signing an Acknowledgement of Confidentiality. Prior to making the Employment Flag available to an individual user through the case management system the PACIA must require each individual user to complete an acknowledgement of the confidentiality requirements of the SWIS Agreement including an agreement to comply with these requirements. The acknowledgement requirement can be satisfied with a signed **Annex 2-A** document for each user who has access to the Employment Flag, or the state may amend their case management system confidentially acknowledgement to include reference to the SWIS Agreement requirements using the language provided below.

Please note, states must make the SWIS Agreement available to all case management system users who have access to the Employment Flag. The updated state confidentiality acknowledgement associated with the case management system must be shared and signed by current staff and new hires.

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

In accordance with Section VIII of the SWIS Data Sharing Agreement, which sets out the responsibilities of the Parties, the names and signatures of each individual who will have access to Wage Data (Employment Flag, Yes/No) including the Performance Accountability and Customer Information Agencies (PACIA) or State Unemployment Insurance Agency (SUIA) employees, contractors, or agents properly authorized by the PACIA or SUIA to use the SWIS Clearinghouse 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 (Employment Flag, Yes/No) received through the SWIS Data Sharing Agreement;
- the standards for the handling of such data as discussed in Sections VI, VIII, IX, and XI of the SWIS Data Sharing Agreement, the SWIS Data Sharing Agreement/FERPA Written Agreement incorporated by reference therein, and any Supplemental FERPA Agreement(s) incorporated by reference therein; and
- my obligation to comply with such standards in carrying out their responsibilities under the SWIS Data Sharing Agreement.

I attest that I:

- have a copy of the SWIS Data Sharing Agreement, the SWIS Data Sharing Agreement/FERPA Written Agreement, and any Supplemental FERPA Agreement(s) incorporated by reference into the SWIS Data Sharing Agreement;

- have reviewed the SWIS Data Sharing Agreement and the other agreements incorporated therein; and agree to comply with the applicable standards contained in the SWIS Data Sharing Agreement, and the other agreements incorporated therein, in carrying out their SWIS-related duties.