

## Second Agreement to Amend the State Wage Interchange System Data Sharing Agreement

### Signature Process Instructions

The U.S. Department of Labor (DOL) is transmitting this package, which includes the initial explanatory material with instructions and a proposed agreement to amend the State Wage Interchange System (SWIS) Data Sharing Agreement (SWIS Agreement), to all parties to the SWIS Agreement. This proposed amendment will be adopted upon the return of the relevant signature pages (“Signature Pages”) to DOL’s Employment and Training Administration (ETA) by all parties to the SWIS Agreement in accordance with section XV.F. of the SWIS Agreement.

In this transmittal, DOL provides parties to the SWIS Agreement the following information:

- **Background** on the development of the amendment and amendment process;
- **Summary** of the SWIS Agreement amendments;
- **Instructions** for signing the amendments and the effect of signing the amendments;
- **The Second Agreement to Amend the SWIS Data Sharing Agreement** (Second Amending Agreement), which:
  - Describes how the SWIS Agreement will be amended by the Second Amending Agreement;
  - Provides that each of the four amendments is severable;
  - Separately sets out the text of each amendment;
  - Provides a new Annex 3 to the SWIS Agreement, revised by Amendment 7 of the Amending Agreement;
  - Establishes the effective date and implementation for each amendment; and
  - Includes the **Signature Pages**.

### Immediate Action Needed to Sign and Complete the Second Amending Agreement

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**REQUIRED 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 as provided in the Second Amending Agreement.

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

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

The SWIS Agreement was developed to facilitate the interstate exchange of Wage Data between participating state agencies for the purpose of assessing and reporting on state and local performance for programs authorized under the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128, July 22, 2014) and under other authorized programs and purposes allowed under the terms of the SWIS Agreement.

The First Agreement to Amend the SWIS Agreement set out five Amendments. Each of the proposed Amendments was presented to the parties for two comment periods, each period lasting at least fifteen (15) business days, in accordance with the terms of Section XV of the SWIS Agreement. The five amendments in the First Agreement to Amend were:

1. ETA Use of Wage Data for Unemployment Insurance Programs
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
3. Grants Under ETA Purview When the Grantee is a State
4. Employment Flag Disclosure for Local Service Providers
5. Effectiveness of Amendments

### ***Second Agreement to Amend the SWIS Agreement***

#### **Permitted Record Retention Period**

On April 21, 2023, DOL/ETA presented an amendment to the SWIS Agreement to the parties in accordance with Section XV of the SWIS Agreement that proposed to change the permitted period for retention of SWIS Wage Data. The distribution of the proposed amendment marked the start of an initial 15-day comment period. The first comment period concluded May 12, 2023. ETA did not receive any comments regarding the proposed amendment during the first comment period. Federal parties presented the text of the proposed amendment to all parties and published the proposed amendments on the Federal parties' websites for the second comment period on June 12, 2023. 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 June 30, 2023. Because no objections were presented during the second comment period, ETA prepared and transmitted the amendment terms to all parties to the SWIS Agreement for formal approval and signature.

#### **Perkins State Grantees as Performance Accountability and Customer Information Agencies (PACIAs), Territories Access to Aggregate Data, and Required Evaluations for Unemployment Insurance Reemployment Programs**

On October 1, 2024, DOL/ETA presented three 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. 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) State agencies responsible for Perkins V to be a PACIA; 2) U.S. territories use of aggregate information to assist with required performance reporting; 3) Use of Wage Data from SWIS for Unemployment Insurance Programs' evaluation.

The first comment period concluded on October 23, 2024. Subsequently, the Federal parties reviewed and addressed one comment received during the initial comment period. The response did not result in changes to the proposed amendments and Federal parties published the proposed amendments on ETA's website on November 21, 2024. 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 16, 2024. Because there were no objections

during the second comment period, ETA is transmitting the amendments to all parties to the SWIS Agreement for signature.

### ***Summary and brief overview of Amendments***

6. **Permitted Record Retention Period:** The amended terms will permit (but do not require) PACIAs to retain the Wage Data obtained through the SWIS for up to 15 years after a participant exits a program identified in Section XI, paragraph B, subparagraph 5 when such data are needed for performance reporting purposes.

**Note:** The amendment will not change record retention requirements for the State Unemployment Insurance Agency (SUIA) identified in Section XI, paragraph A, subparagraphs 3 and 4.

7. **Perkins State Grantees as PACIAs:** The amended terms will permit the state agency that administers the Career and Technical Education (CTE) programs authorized under the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) to be a PACIA.
8. **Territories Access to Aggregate Data:** Allows the U.S. territories of American Samoa, Guam, Commonwealth of the Northern Mariana Islands, or the Republic of Palau (hereinafter territories) that receive WIOA title I funds the ability to obtain aggregate information to assist with WIOA required performance reporting for the WIOA title I core programs.
9. **Required Evaluations for Unemployment Insurance Reemployment Programs:** Permits the use of Wage Data obtained from the SWIS Clearinghouse for the purposes of carrying out Reemployment Services and Eligibility Assessment (RESEA) and Worker Profiling and Reemployment Services (WPRS) program evaluations required under section 306 of the Social Security Act (SSA) or other related Federal law or regulation.

### **Second 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 **Second Amending Agreement**, including **Signature Pages**, and these Amendment Instructions.

To confirm agreement, each party to the SWIS Agreement must deliver to ETA the applicable 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 SUIA and each PACIA that is a party to the SWIS Agreement with ETA and ED's OCTAE and OSERS/RSA, must sign and date the applicable signature block for the agency, which indicates consent to the amendment. 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, **provided** the signing official's position or positions confers upon them the requisite Signature Authority on behalf of each such state agency on behalf of which

the individual is signing. Please ensure that the applicable signature block for each party for which an official is signing is fully completed.

## **Return of Amendment Signature Page(s) 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 [\(page 13\)](#) of the Second Amending Agreement.** *Please note: The SUIA must check “yes” or “no” for each amendment on the SUIA signature block. If any SUIA checks “no” for any of the four amendments on the signature block that is delivered to ETA, then the amendment 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. In other words, all SUIAs must agree to the amendment in order to continue effectuating the implementation of any amendment to the SWIS Agreement.*

***Completion of PACIA Signature Block.*** The authorized official for the PACIA signs, dates, and ensures delivery of the completed Signature Page(s) to ETA. The **PACIA Signature Pages are at [\(page 14\)](#) of the Second Amending Agreement.** *Please note: Each PACIA must check “yes” or “no” for each amendment listed on the applicable PACIA signature block. If neither checkbox is selected, it will require follow-up by ETA.*

***Amendment 6, 7, and 9 [Data Use/Disclosure Amendments]*** - If any PACIA within a state check “No” for an Amendment, none of the PACIAs within the same state will be permitted to implement that Amendment.

***Amendment 8 [Data Use/Disclosure Amendment applicable only for the PACIA that administers the CRIS Agreement (currently Kansas)]*** – Amendment 8 will become effective when all PACIAs in the state that administers the CRIS Agreement (currently Kansas) complete the Amendment signature block. PACIAs outside of the state that administers the CRIS Agreement (currently Kansas) **do not** need to complete the Amendment 8 signature block.

***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:

***Amendment 6, 7, and 9*** – For Amendment 6, 7, and 9, 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 send notice that Amendment(s) have been adopted; however, PACIAs *may only obtain and use data* under the amended terms reflected in the adopted amendment *on a state-by-state basis* after ALL participating PACIAs within the state have delivered properly executed signature pages to ETA. Once ETA receives all the required PACIA signature pages for a state, ETA will notify the parties that the amendment(s) may be implemented by PACIAs within such state, i.e., the state’s PACIAs may obtain and use SWIS data in accordance with the amended terms. Note: Implementation of Amendments also requires completion of the appropriate Annexes.

***Amendment 8*** – When ALL SUIAs, the Federal parties, the Interstate Connection Network (ICON) grantee, and all PACIAs within the state that administers the [Common Reporting Information System](#) (CRIS) (currently Kansas), have marked the applicable “yes” and signed and delivered completed signature pages, ETA will provide notice that Amendment 8 has been adopted.

ETA will coordinate the delivery of completed Second Amending Agreement Signature Pages (including the Federal parties) to all parties to the SWIS Agreement.

ETA keeps an official record of all [SWIS Amendments](#), their disposition, and executed Signature Pages, and makes that information available to the public via ETA and ED's OCTAE and OSERS/RSA websites.

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

**THIS SECOND AGREEMENT to AMEND** (the **Second Amending Agreement**) the State Wage Interchange System (SWIS) Data Sharing Agreement (SWIS Agreement) consists of terms that amend the terms of the SWIS Agreement in four (4) topical areas, with each topical grouping of amended terms referenced herein as an “Amendment.” The SWIS Agreement was entered into by and among the individual State Unemployment Insurance Agencies (SUIAs) and the Performance Accountability and Customer Information Agencies (PACIAs) of each state participating in the SWIS; U.S. Department of Labor (DOL), Employment and Training Administration (ETA); U.S. 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.

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

- A. ***Amendments 6, 7, and 9.*** Amendment 6 (Permitted Record Retention Period), Amendment 7 (Perkins State Grantees as PACIAs), and Amendment 9 (Required Evaluations for Unemployment Insurance Reemployment Programs) 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 the Federal Parties, the ICON Grantee, all SUIAs, and all PACIAs.
- B. ***Amendment 8.*** Amendment 8 (Territories Access to Aggregate Data) 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 in the state that administers the Common Reporting Information System (CRIS).

- 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 Second 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 Second Amending Agreement shall obligate the parties to expend appropriations or other monies, or to enter into any contract or other obligation. This Second 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; Counterparts.**

Except as and to the extent expressly stated herein, the terms of the Amendment set out in this Second Amending Agreement shall amend and become integrated with the SWIS Agreement upon the Effective Date as described in Section I above. This Agreement to Amend may be signed in any number of counterparts. Each counterpart shall be deemed an original Agreement, and all counterparts together form one single agreement. A signed copy of the Agreement to Amend delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

### **V. Amendments.** The four separate and severable Amendments to the SWIS Agreement to be effectuated by this Second Amending Agreement are set out below:

**Amendment 6. Permitted Record Retention Period**

**The text of subparagraph 5 under subsection XI.B. is replaced in its entirety as follows:**

5. The PACIA shall retain Wage Data received from the SWIS only for the period required to utilize it for assessment and reporting purposes, or to satisfy applicable Federal or state records retention requirements, not to extend beyond fifteen (15) years after the participant exits a program identified in Section IX, paragraph B, after which period of time the Wage Data shall be destroyed, including the degaussing of magnetic tape files and permanent deletion of electronic data.

**The text of subparagraph 2 under section V of Annex 1 (FERPA Written Agreement) is replaced in its entirety as follows:**

2. To destroy all PII from Education Records referenced above in Section V.1 of this Agreement when no longer needed for the purposes outlined in Section II of this Agreement. Destruction of the PII from Education Records shall consist of, but shall not be limited to, the degaussing of magnetic tape files and permanent deletion of electronic data. Nothing in this Agreement authorizes any authorized representative to maintain the PII for a period longer than the required period defined in Section XI.B.5 of the SWIS Data Sharing Agreement.

**The text of subparagraph 2 under section V of Attachment 1 (Supplemental FERPA Agreement) is replaced in its entirety as follows:**

2. To destroy all PII from Education Records referenced above in Section V.1 of this Agreement when no longer needed for the purposes outlined in Section II of this Agreement. Destruction of the PII from Education Records shall consist of, but shall not be limited to, the degaussing of magnetic tape files and permanent deletion of electronic data. Nothing in this Agreement authorizes any authorized representative to maintain the PII for a period longer than the required period defined in Section XI.B.5 of the SWIS Data Sharing Agreement.



**Amendment 7. Perkins State Grantees as PACIAs****The following text as the last sentence of the penultimate paragraph of Section I (Background):**

In addition to the six core programs just identified, states may submit a Combined State Plan that includes certain other partner programs, including the Career and Technical Education (CTE) programs authorized under the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), which reauthorized the Carl D. Perkins Career and Technical Education Act of 2006 [20 U.S.C. 2301 et seq.] (section 103(a)(2)(A) of WIOA). In so doing, WIOA created a nexus between its requirements and those of Perkins V. Just as section 116 of WIOA requires the six core programs to collect and report individual-level wage information for participants, section 113(b)(2)(A)(iii) and (B)(i) of Perkins V [20 U.S.C. 2323(b)(2)(A)(iii) and (B)(i)] require the CTE programs to report individual-level employment data regarding its participants.

**A new subparagraph 15 is added under subsection III.A. to be set out after the existing subsections, providing as follows:**

15. The Strengthening Career and Technical Education for the 21st Century Act (Perkins V), which reauthorized the Carl D. Perkins Career and Technical Education Act of 2006 [20 U.S.C. 2301 et seq.], authorizes the establishment of state and local performance accountability systems to assess the effectiveness of the state and the eligible recipients of the state in achieving statewide progress in career and technical education, including reporting disaggregated employment data to the Secretary of Education, and to optimize the return of investment of Federal funds in CTE activities.

**The text of subparagraph B under Section IV is replaced in its entirety as follows:**

- B. The “PACIA,” or Performance Accountability and Customer Information Agency, for each participating state, is the entity (or entities, if there is more than one such entity) that is:
  1. The state agency(ies) designated by the state’s Governor as being responsible for coordinating or facilitating the performance reporting of one or more of the state’s WIOA core programs as required under WIOA Section 116 [29 USC 3141]; or
  2. The eligible agency as defined in Section 3(18) of Perkins V [20 USC 2302(18)] that administers the CTE programs as required by section 113(b)(2) of Perkins V [20 U.S.C. 2323(b)(2)].

**The text of subparagraph D under Section IV is replaced in its entirety as follows:**

- D. “OCTAE” is the ED, Office of Career, Technical, and Adult Education. OCTAE is responsible for carrying out the standards, policies, programs, and activities of ED relating to adult education and CTE activities. This includes administering AEFLA, as authorized under title II of WIOA, and Perkins V, respectively, and jointly administered activities under title I of WIOA.

**The text of subsection V.N. is replaced in its entirety as follows:**

N. “PACIA” is a party to this Agreement that satisfies the requirements described in Section IV above and is so designated by the state Governor or is the eligible agency designated to administer the CTE program under Perkins V. A Governor may designate up to six (6) PACIAs in a state, at least one (1) of which must be an Access PACIA, as defined below. PACIAs are comprised of Access PACIAs and Non-Access PACIAs and may include, for example, a state educational authority (including the “eligible agency” for the CTE programs as defined in section 3(18) of Perkins V), a state workforce agency, or a state vocational rehabilitation agency. Under FERPA, a PACIA that is a “state educational authority” must designate an entity as its Authorized Representative in order to comply with FERPA’s Audit and Evaluation exception to the requirement of written consent, prior to: (1) the PACIA disclosing PII from student Education Records to such entity, and (2) any re-disclosure of such PII from student Education Records by said entity in connection with the SWIS Data Sharing Agreement. The Access PACIAs and Non-Access PACIAs are:

**The text of subsection V.X. is replaced in its entirety as follows:**

X. “State Educational Authority” in FERPA means a state educational agency, state postsecondary commission, or any other entity that is responsible for and authorized under state or Federal law to supervise, plan, coordinate, advise, audit, or evaluate elementary, secondary, or postsecondary Federal- or state-supported education programs and services in the state. The term is used in the context of FERPA’s Audit and Evaluation exception to the general requirement of consent in 34 CFR 99.31(a)(3) and 99.35. Under FERPA, state educational authorities, which include eligible agencies for the CTE programs as defined in section 3(18) of Perkins V, are permitted to access, without consent, PII from Education Records.

**The text of subsection IX.C.1. is replaced in its entirety as follows:**

1. To allow the PACIAs to comply with requirements affecting the SWIS that are set forth in any of the following: (i) Federal law; (ii) regulations promulgated by the Secretary of Labor or Education; (iii) separate policy decisions issued by the Secretary of Labor or Education, (iv) jointly issued regulations promulgated by the Secretary of Labor and Secretary of Education; and (v) jointly issued policy decisions issued by the Secretary of Labor and Secretary of Education;

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

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 Federal-law 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.

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**The text of subsection IX.G.3.b. is replaced in its entirety as follows:**

- b. “Local Service Provider” as used in this Agreement means: 1) 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); or 2) the eligible agency as defined in section 3(18) of Perkins V that administers CTE programs as required by section 113(b)(2) of Perkins V.

*Continuation of Amendment 7 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 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 Federal-law 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 Federal-law required 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 Federal-law 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 Federal-law 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 the 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 the SWIS entity responsible for: ☐ Title I ☐ Title II ☐ Title III

☐ Title IV ☐ Perkins

**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 the SWIS entity responsible for: ☐ Title I ☐ Title II ☐

Title III ☐ Title IV ☐ Perkins

**Amendment 8. Territories Access to Aggregate Data**

**A new subparagraph k, to be set out after the existing subparagraphs of subparagraph IX.B.3, provides as follows:**

- k. Programs listed in Section IX.B.1 of this Agreement administered by American Samoa, Guam, Commonwealth of the Northern Mariana Islands, or the Republic of Palau.

**Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs**

**A new subparagraph 5, to be set out after the existing subparagraphs of paragraph IX.D, provides as follows:**

5. Re-Disclosures for Required Evaluations for Unemployment Insurance Reemployment Programs
  - a. Wage Data obtained from the SWIS Clearinghouse may be used for the purposes of carrying out Reemployment Services and Eligibility Assessment (RESEA) and Worker Profiling and Reemployment Services (WPRS) program evaluations required under section 306 of the SSA or other related Federal law or regulation. Use of Wage Data for these purposes is not subject to the section IX.E. limitations.
  - b. The following requirements apply to the use of Wage Data obtained for RESEA or WPRS program research and evaluations:
    - (i) The state entity responsible for carrying out the required RESEA or WPRS evaluation(s) must ensure that all other entities, including other state agencies, agents or contractors, with access to Wage Data for purposes of this section IX.D.5 agree to comply with the requirements of the SWIS Agreement. This includes, but is not limited to, the requirement that all individuals with access to Wage Data for these purposes must sign an Annex 2 Acknowledgement of Confidentiality Requirements and Restrictions.
    - (ii) A SUIA, PACIA, or SUIA or PACIA's agent or contractor carrying out the evaluation may have access to the Wage Data necessary to conduct the evaluation.

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**A new subparagraph f is added after the existing subparagraphs of paragraph XI.B.1, such that paragraph XI.B.1 will now provide as follows:**

**B. PACIA**

1. No employee of the PACIA may duplicate or disseminate Wage Data received from a SUIA, subject to the following exceptions:
  - a. To other employees of the PACIA (or its agents or contractors) specifically authorized to receive such data; or
  - b. To a Non-Access PACIA, as provided for in Section IX.D.1 of this Agreement; or
  - c. To the ICON grantee or its Operations Contractor for the purpose of performing duties pursuant to the terms of this Agreement; or
  - d. To auditors who are public officials as defined in 20 CFR 603.2(d) (or agents or contractors of those auditors as provided for in 20 CFR 603.5(f)) seeking access to the information in the performance of their official auditing duties; or



- e. To the Secretary of Labor or Secretary of Education in the form of reports containing individual records (such as the PIRL); or
- f. To other entities as permitted in this Agreement.

## V. Approval of Amendment by the Parties' Authorized Signatories.

**Representation of Authority:** Each official signing this Second Amending Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Second 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 Second Amending Agreement, the parties hereto consent to the amended terms to the SWIS Agreement set out herein by completing 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 – do not leave blank)

- ☐ ☐ *Amendment 6. Permitted Record Retention Period*
- ☐ ☐ *Amendment 7. Perkins State Grantees as PACIAs*
- ☐ ☐ *Amendment 8. Territories Access to Aggregate Data*
- ☐ ☐ *Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs*

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 6. Permitted Record Retention Period*
- ☐ ☐ *Amendment 7. Perkins State Grantees as PACIAs*
- ☐ ☐ *Amendment 8. Territories Access to Aggregate Data*
- ☐ ☐ *Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs*

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

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

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

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

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

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

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

## V. Approval of Amendment by the Parties' Authorized Signatories. (continued)

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

#### Performance Accountability and Customer Information Agency

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

- ☐ ☐ Amendment 6. Permitted Record Retention Period
- ☐ ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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

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

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

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

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

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

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

Agency reporting on behalf of WIOA:

☐ Title I ☐ Title II ☐ Title III ☐ Title IV

**Amendment 8. Only the state (currently Kansas) that administers the Common Reporting Information System (CRIS), must complete the following and sign below.**

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

- ☐ ☐ Amendment 8. Territories Access to Aggregate Data

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

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

#### Performance Accountability and Customer Information Agency

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

- ☐ ☐ Amendment 6. Permitted Record Retention Period
- ☐ ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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

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

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

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

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

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

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

Agency reporting on behalf of WIOA:

☐ Title I ☐ Title II ☐ Title III ☐ Title IV

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

**Performance Accountability and Customer Information Agency**

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

- ☐ ☐ Amendment 6. Permitted Record Retention Period
- ☐ ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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

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

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

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- ☐ ☐ Amendment 6. Permitted Record Retention Period
- ☐ ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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Agency reporting on behalf of WIOA:

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

**Performance Accountability and Customer Information Agency**

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- ☐ ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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

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

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

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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 – do not leave blank)

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- ☐ ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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

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

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

Agency reporting on behalf of WIOA:

☐ Title I ☐ Title II ☐ Title III ☐ Title IV

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- ☐ ☐ Amendment 8. Territories Access to Aggregate Data

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

**Amendment 8. Only the state (currently Kansas) that administers the Common Reporting Information System (CRIS), must complete the following and sign below.**

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

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

## **V. Approval of Amendment by the Parties' Authorized Signatories. (continued)**

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### **Federal Signature Page**

- ☐ Amendment 6. Permitted Record Retention Period
- ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ Amendment 8. Territories Access to Aggregate Data
- ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

#### **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

## **V. Approval of Amendment by the Parties' Authorized Signatories. (continued)**

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

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

- ☐ Amendment 6. Permitted Record Retention Period
- ☐ Amendment 7. Perkins State Grantees as PACIAs
- ☐ Amendment 8. Territories Access to Aggregate Data
- ☐ Amendment 9. Required Evaluations for Unemployment Insurance Reemployment Programs

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

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

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