

**DATA SHARING AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CHIEF ELECTED OFFICIAL OF PINELLAS COUNTY
AND
WORKNET PINELLAS, INC. DBA CAREERSOURCE PINELLAS**

THIS AGREEMENT is made and entered into by and between the Florida Department of Economic Opportunity (“DEO”), the Chief Elected Official of Pinellas County (“CLEO”), as defined by section 3(9) of the Workforce Innovation and Opportunity Act (“WIOA”), and WorkNet Pinellas, Inc. dba CareerSource Pinellas (“LWDB”). Collectively, DEO, CLEO, and LWDB may hereinafter be referred to as “the Parties” and individually as a “Party.”

WHEREAS, except as otherwise provided in Section 443.012, Florida Statutes (F.S.), DEO has ultimate authority over the administration of Florida’s Reemployment Assistance Program (“RA”) pursuant to Sections 20.60(5)(c), 443.1317(1)(a), F.S., and Chapters 73B-10 and 73B-11, Florida Administrative Code, and receives certain information required under such laws and rules from certain employers, and information provided by claimants applying for or receiving RA benefits; and

WHEREAS, Florida and federal laws provide that, although RA information is confidential and disclosure of the information is restricted pursuant to 20 C.F.R. Part 603, 42 U.S.C. 1320b-7(a), Section 1137 of the Social Security Act, and section 443.1715, F.S., DEO is authorized, with specific safeguards, to provide confidential RA information to public officials, and their agents, for use in the performance of their official duties; and

WHEREAS, in response to COVID-19, Florida temporarily waived the requirement that RA claimants complete the online work registration required by section 443.091(1)(b), F.S.; and

WHEREAS, the online work registration system is a mechanism by which One-Stop career centers identify and provide RA claimants with workforce services under Chapter 445, F.S., there now exists a pool of RA claimants who the One-Stop career centers cannot identify and target for such services; and

WHEREAS, CLEO is a public official, pursuant to 20 CFR Part 603, and section 107(d)(8) of WIOA provides that CLEO has certain duties, including: (1) conducting oversight of local employment and training activities, and the local one-stop delivery system, (2) ensuring the appropriate use and management of funds provided for same, and (3) for workforce development activities, ensuring the appropriate use, management, and investment of funds to maximize performance outcomes under section 116 of WIOA.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. PURPOSE AND USE. The purpose of this Agreement is to provide CLEO and its agent, LWDB, with certain Confidential Information to assist in the performance of CLEO’s official duties. For purposes of this Agreement, “Confidential Information” has the meaning ascribed at 20 CFR 603.2(b), and is understood to include information declared confidential under section 443.1715, F.S. Use of the Confidential Information received pursuant to this Agreement is limited to conducting targeted outreach to RA claimants via mail, email, and telephone to: (1) explain the assistance available through the

workforce information system established pursuant to section 445.011, F.S.; (2) explain services available through local career centers; and (3) provide notification of job opportunities.

II. INFORMATION TRANSMISSION. DEO will furnish Confidential Information to CLEO and LWDB through a secure Access System of DEO's choosing. The Parties shall not transmit Confidential Information via e-mail or any other manner or method not approved by DEO. DEO does not warranty the accuracy of Confidential Information transmitted pursuant to this Agreement.

III. TERM OF AGREEMENT. This Agreement is effective on the date last signed and shall remain in effect until terminated as set forth herein. The obligations of Section V. Safeguards on Confidential Information, through Section VI. Liability and Indemnification, shall survive the expiration or termination of this Agreement.

IV. AMENDMENTS AND CHANGES. This Agreement incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning the use of the Confidential Information provided. With the exception of changing liaisons, as set forth in Section VIII., any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by authorized signatories of the Parties. No assignments are permitted under this Agreement.

V. SAFEGUARDS ON CONFIDENTIAL INFORMATION

- A.** CLEO and LWDB shall use Confidential Information only in the performance of CLEO's Official Duties as a Public Official, as those terms are used in 20 CFR Part 603, and only as permitted by Section 1. of this Agreement. CLEO and LWDB shall not use Confidential Information for any purpose, or in any manner, not specifically authorized by this Agreement. CLEO and LWDB shall limit access to Confidential Information and systems containing Confidential Information to only their authorized employees who have a recognized need for access.
- B.** CLEO and LWDB shall store all Confidential Information disclosed under this Agreement on the secure Access System through which it is received. Should CLEO or LWDB need to temporarily utilize Confidential Information outside of the Access System, they shall do so only for as long as is reasonably necessary, and then immediately destroy such Confidential Information in a manner which does not permit reconstruction. CLEO and LWDB shall store Confidential Information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. CLEO and LWDB shall not store any Confidential Information on any portable storage media device (e.g., laptops, thumb drives, cell phones).
- C.** CLEO and LWDB shall instruct all employees with access to Confidential Information regarding its confidential nature, the requirements of this Agreement, and the criminal sanctions specified in section 443.1715, F.S., and 20 CFR Part 603, against unauthorized use or disclosure of Confidential Information. By signing this Agreement, CLEO and LWDB acknowledge that all employees having access to Confidential Information will have been instructed in accordance with this provision prior to having access to Confidential Information.

- D. CLEO and LWDB shall destroy all Confidential Information in their possession when the Confidential Information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR § 603.9(b)(1)(vi). CLEO and LWDB shall destroy any duplicate, copy, or other replication of Confidential Information in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release.
- E. CLEO and LWDB shall immediately report to DEO any known or suspected non-compliance with any provision of this Agreement, section 443.1715, F.S., or 20 CFR Part 603.
- F. CLEO and LWDB shall notify DEO of any breach of security related to Confidential Information delivered under this Agreement immediately after determination of the breach of security or reason to believe the breach occurred. If a breach is suspected or actually occurs, CLEO and LWDB shall work with DEO to ensure compliance with section 501.171, F.S. If a breach of security concerning Confidential Information delivered to CLEO or LWDB under this Agreement occurs, DEO has the right to determine if section 501.171, F.S., applies. DEO will determine if notifications are necessary and the procedure for making any notifications. CLEO and LWDB shall provide breach notifications when determined necessary by DEO. CLEO and LWDB shall not provide breach notices without prior written approval of DEO, whose approval shall not be unreasonably withheld. CLEO is responsible for all costs incurred in sending breach notifications due to any breach arising from the actions of CLEO, its employees, agents, or contractors, DEO shall not be responsible for any costs incurred in sending breach notifications due to any breach arising from the actions of CLEO, LWDB, or their employees, agents, or contractors.
- G. CLEO and LWDB shall permit DEO or its designees to conduct on-site inspections to ensure compliance with this Agreement, section 443.1715, F.S., 20 CFR Part 603, and all other applicable laws. Such inspections may take place with reasonable notice, during normal business hours, wherever Confidential Information is accessed or maintained. CLEO and LWDB shall ensure systems are maintained that are sufficient to permit an audit of their compliance with this Agreement and all applicable laws. Failure to allow such inspections and audits constitutes a material breach of this Agreement.
- H. CLEO and LWDB may not redisclose Confidential Information.
- I. CLEO shall ensure LWDB complies with all provisions of this Section V.

VI. LIABILITY AND INDEMNIFICATION. To the extent permitted by law, CLEO and LWDB are responsible for their own intentional acts, negligence, or omissions, and those of their employees, agents, officers, and heirs, including inappropriate release or use of the Confidential Information provided by DEO under this Agreement. Nothing in this Agreement may be construed as a waiver of sovereign immunity enjoyed by any Party to this Agreement. Notwithstanding the foregoing, CLEO and LWDB agree to indemnify, hold harmless, and defend DEO, its employees, and agents from and against any claims, damages, losses, and expenses of any kind whatsoever, including, but not limited to attorneys' fees, arising out of or resulting from this Agreement, including but not limited to any inappropriate use or redisclosure of the Confidential Information by CLEO or LWDB, their employees, agents, contractors, officers, and heirs.

VII. SUSPENSION AND TERMINATION.

- A. If CLEO or LWDB fails to comply with any provision of this Agreement, then DEO shall immediately suspend this Agreement until DEO is satisfied that corrective action has been taken, or terminate the Agreement with notice to the Parties of same. Upon suspension or termination of this Agreement for non-compliance, CLEO and LWDB shall take all corrective actions directed by DEO.
- B. DEO may terminate its participation in this Agreement at any time, for any reason, with written notice to the Parties. CLEO and LWDB may terminate their participation in this Agreement for any reason upon 30 days written notice to the other Parties thereof. After giving or receiving notice of termination by any party, CLEO and LWDB shall ensure that all Confidential Information held by CLEO and LWDB is disposed of as directed by DEO, and as required by 20 CFR Part 603.

VIII. AGREEMENT LIAISONS.

- A. DEO designates as its liaison for all issues relating to this Agreement, Kelly Hartsfield, who may be contacted by telephone at 850-599-29, or by email at Kelly.Hartsfield@DEO.myflorida.com, and whose address is 107 East Madison Street, MSC 129, Tallahassee, FL 32399..
- B. CLEO designates as its liaison for all issues relating to this Agreement, Commissioner Patricia Gerard, who may be contacted by telephone at (727)464-3360, or by email at pgerard@co.pinellas.fl.us, and whose address is 315 Court Street #501, Clearwater, FL 33756.
- C. LWDB designates as its liaison for all issues relating to this Agreement, Jennifer Brackney, who may be contacted by telephone at (727)608-2554, or by email at jbrackney@careersourcepinellas.com, and whose address is 13805 58th Street North, 2-140, Clearwater, FL 33760.
- D. If a Party to this Agreement replaces its liaison, the Party shall immediately inform the other Parties by email of this change.

IN WITNESS HEREOF, the Parties agree to the terms and conditions as set forth in this Agreement as of the date last executed by the Parties.

CHIEF ELECTED OFFICIAL OF PINELLAS COUNTY

By: Pat Gerard
 (Signature of authorized signatory)

Printed Name: Pat Gerard, Chair, Board of County Commissioners

Date: 22 September 2020

ATTEST: KEN BURKE, CLERK
 By: [Signature]
 Deputy Clerk

Approved as to Form: Donald S. Crowell, Chief Asst. County Atty

WORKNET PINELLAS, INC. DBA CAREERSOURCE PINELLAS

By: _____
 (Signature of authorized signatory)

Printed Name: _____



Date: _____

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Printed Name:

Title:

Date: _____

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

Office of General Counsel

Approved as to form and legal sufficiency,
subject only to full and proper execution
by the Parties

By: _____

Date: _____