

**DATA SHARING AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
PINELLAS COUNTY ECONOMIC DEVELOPMENT**

THIS AGREEMENT is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Economic Opportunity (DEO), having its principal office at 107 East Madison Street, Tallahassee, Florida 32399-4111; and Pinellas County Economic Development (PCED), having its principal office at 13805 58th Street North, Suite 1-200, Clearwater, Florida 33760. Collectively, DEO and PCED will hereinafter be referred to as the “Parties.”

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 (RA) Program pursuant to sections 20.60(5)(c) and 443.1317(1)(a), F.S., and Chapters 73B-10 and 73B-11, Florida Administrative Code (FAC), and receives certain information required under such laws and rules from certain employers, and information provided by applicants or recipients 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 CFR Part 603, 42 United States Code 1320b-7(a), section 1137 of the Social Security Act, and section 443.1715, F.S., DEO is authorized, with specific safeguards, to provide RA information maintained by DEO, and PCED is authorized, with specific safeguards, to access and use said information for the purposes stated herein; and

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

The purpose of this Agreement is to establish confidentiality guidelines for DEO to provide PCED with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information. The information will be used to analyze employment and industry trends and review data for targeted industry businesses. This confidential data will only be accessible by PCED employees who have a valid need for access to this information.

II. INFORMATION TRANSMISSION

DEO will furnish the confidential QCEW information to PCED. The information transfer shall consist of Florida employer names, addresses, telephone numbers, industry codes, and tabulations of the employment and total wages paid by these employers. The data file shall be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant algorithm (e.g., AES 256, AES 512, TDES). Confidential information shall not be transmitted via electronic mail. DEO will furnish the confidential information to PCED by file transfer protocol using a secure website. Exchange of the encryption key shall occur by direct phone contact with PCED. The transfer of the data will be at a mutually agreed upon time. This confidential data being provided is not individual employee or claimant information and therefore will not include any social security numbers, dates of birth, or individual names.

III. TERM OF AGREEMENT

This Agreement shall take effect on the last date of signature by all Parties to this Agreement and shall remain in effect for three (3) years thereafter, or until terminated in accordance with Section XI, Terminations, Extensions, and Amendments, of this Agreement. Upon execution of this Agreement, previous Agreement F1361 between the Parties, is hereby superseded, replaced in its entirety and considered null and void. The obligations of Sections IV, Inspection of Records, through IX, Liability and Indemnification, shall survive the expiration or termination of this Agreement.

IV. INSPECTION OF RECORDS

PCED shall permit DEO, or its designees, to conduct inspections described in this paragraph, or make on-site inspections of records relevant to this Agreement to ensure compliance with 20 CFR sections 603.5-603.10 and section 443.1715, F.S. Such inspections may take place with or without notice during normal business hours wherever the records are maintained. PCED shall ensure systems are maintained that are sufficient to permit an audit of, individually, respectively and as necessary, PCED's compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

V. DISCLOSURE

- A. The Parties shall safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the provisions of 20 CFR Part 603 and Chapter 443, F.S.
- B. Information received by PCED from DEO shall be used solely for the purposes stated in this Agreement and as authorized by law.
- C. PCED may not publish or disclose confidential information obtained under this Agreement to any individual or entity that is not a party to this Agreement. This prohibition does not prohibit PCED from releasing aggregate data that does not contain any employer identifying information (such as name, address, number of employees, etc.) provided, however, that this aggregate information may not be released if, when used in combination with other generally available information, it would reveal the identity of any employer and/or establishment. This prohibition includes, but is not limited to, the creation and publication of maps which provide the location of employers and/or establishments, irrespective of whether these maps list the names and/or addresses of the employers or establishments.
- D. Where aggregate information is presented by region, geographical area, industry code, zip code, or other category, no such region, geographical area, industry code, zip code, or other category may contain fewer than three (3) employers and/or establishments. Moreover, where aggregate information is presented in this manner, the report releasing such aggregate information may not identify any region, geographical area, industry code, zip code, or other category in which the percentage of employment attributable to any single employer or establishment meets or exceeds eighty percent (80%).

VI. 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 confidentiality of employer information. With exception of designating or changing liaisons in Section XII, Agency Contacts, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be made by written amendment executed by the Parties' authorized signatories.

VII. ASSURANCES

- A. As authorized in this Agreement, PCED shall only use the information received from DEO to carry out its duties and responsibilities in accordance with this Agreement.
- B. Information thus obtained from DEO may not be re-disclosed by PCED except as provided in Section V, Disclosure, of this Agreement.
- C. PCED understands and acknowledges that DEO does not warrant the accuracy of the information provided.
- D. The Parties will make reasonable efforts to cooperate to resolve all Agreement and technical matters related to this Agreement.

VIII. CONFIDENTIALITY OF INFORMATION

- A. PCED shall not use confidential information for any purpose not specifically authorized by this Agreement. PCED agrees that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.
- B. PCED shall store all confidential information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. PCED agrees not to store, or allow its employees, agents, and subcontractors to store, any confidential information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.
- C. PCED shall take precautions to ensure that only authorized employees who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.
- D. PCED shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida RA laws, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, PCED acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision. PCED shall be held

responsible for ensuring that its employees, agents, contractors, and subcontractors comply with the safeguards of 20 CFR section 603.9.

- E. PCED shall destroy all confidential information provided by DEO under this Agreement in its possession or in its employees' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR section 603.9(b)(vi). PCED shall destroy any duplicate, copy, or other replication of confidential information provided under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.
- F. PCED shall immediately, fully, and promptly report to DEO any infraction of any provision of this Agreement, section 443.1715(1), F.S., or any provisions of 20 CFR Part 603.
- G. PCED shall promptly notify DEO of any breach of security related to confidential RA information in the possession of PCED, its employees, agents, contractors, or subcontractors, but in no case later than ten (10) days after determination of the breach of security or reason to believe the breach occurred. PCED agrees to work with DEO for full compliance with section 501.171, F.S., as applicable. In the event of a breach of security concerning confidential information in the possession of PCED or its employees, agents, and subcontractors, DEO has the right under this Agreement to determine if section 501.171, F.S., applies. DEO will determine if notifications are necessary, and if so, the procedure for making those notifications. PCED agrees to provide breach notifications when determined necessary by DEO. PCED shall not provide breach notices without prior written approval of DEO, whose approval shall not be unreasonably withheld. PCED is responsible for all costs incurred in sending breach notifications due to any breach caused by PCED or its employees, agents, and subcontractors.

IX. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential employer information provided by DEO under this Agreement. Nothing in this Section shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

X. COSTS

There are no costs associated with this Agreement.

XI. TERMINATIONS, EXTENSIONS, AND AMENDMENTS

- A. DEO may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by PCED of a Notice of Termination for Cause.
- B. Any Party may terminate its participation in this Agreement without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the

other Party. If terminated, PCED shall dispose of all confidential information in accordance with 20 CFR section 603.9(b)(vi).

- C. If DEO, in its sole discretion, determines that PCED has failed to comply with any provision of this Agreement, DEO shall immediately suspend this Agreement until DEO is satisfied that corrective action has been taken, as required in 20 CFR section 603.10. If DEO suspends PCED's participation in the Agreement for corrective action, and DEO, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, DEO may terminate this Agreement effective immediately.
- D. At DEO's sole discretion, this Agreement may be extended pursuant to section 287.057(12), F.S., for a period not to exceed six (6) months. Any extension shall be in writing, shall be signed by all Parties and shall be subject to the same terms and conditions set forth in the initial Agreement. Only one extension is authorized unless the failure to meet the criteria set forth in this Agreement is due to events beyond the control of the Parties.
- E. At DEO's sole discretion, this Agreement may be renewed in writing pursuant to sections 287.057(13) and 287.058(1)(g), F.S., for a period that may not exceed three years or the term of the original agreement, whichever is longer, and is subject to the same terms and conditions set forth in the initial agreement and any written amendments signed by the Parties, and is contingent upon satisfactory performance evaluations by the agency, and is subject to the availability of funds.

XII. AGENCY CONTACTS

- A. DEO designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Administrator, and who may be contacted by telephone at (850) 245-7237, or by e-mail at Kathie.Hughes@deo.myflorida.com, and whose address is 107 E. Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.
- B. PCED designates as its liaison for all issues relating to this Agreement, Cindy Margiotta, whose title is Division Director, and who may be contacted by telephone at (727) 464-7398, or by e-mail at cmargiotta@pinellascounty.org, and whose address is 13805 58th Street North, Suite 1-200, Clearwater, Florida 33760.
- C. In the event that any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by email of this change.

IN WITNESS HEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures, have hereby caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

PINELLAS COUNTY ECONOMIC DEVELOPMENT

By: _____
Signature

By: _____
Signature

Printed Name: Jimmy Heckman
Title: Interim Chief, Bureau of Workforce Statistics and Economic Research

Printed Name: Charlie Justice
Title: Board of County Commissioners, Chairman

Date: _____

Date: _____

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
Office of General Counsel**

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

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

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____