

**VIRGINIA EMPLOYMENT COMMISSION**

**&**

Shenandoah Valley Workforce Development Board, Inc (SVWDB)  
<name of legal entity>

The Virginia Employment Commission (VEC), as the data owner, and  
Shenandoah Valley Workforce Development Board  
<name of legal entity>

hereinafter referred to as the "Requestor," enter into this data sharing agreement ("Agreement") to facilitate the transmittal of confidential Unemployment Compensation ("UC") information required by the Requestor under the Workforce Innovation and Opportunity Act ("WIOA"), and hereby agree as follows:

- I. The Requestor is authorized to access confidential unemployment compensation (UC) information. Access is restricted to authorized employees of the Requestor for the sole purposes of determining eligibility for services and case management under WIOA. Information collected in the administration of a state unemployment program is subject to Title 20 Part 603, *Code of Federal Regulations* (20 CFR 603), which governs the confidentiality and disclosure of UC information. The Requestor agrees to comply with the provisions of 20 CFR 603 and further agrees not to disclose any VEC data in violation of those provisions.
- II. The information obtained from VEC shall be used only in a manner consistent with the Virginia Unemployment Compensation Act, § 60.2-100 *et. seq.* of the *Code of Virginia*. Such information shall not be published or used in any administrative or judicial proceeding, except in matters arising out of the collection of fines, penalties, and costs owed to the Commonwealth or its political subdivisions (Va. Code §§ 60.2-114 & 623).
- III. The Requestor in its written request for benefits and/or wage information:
  - A. Will complete and submit requests on the VEC-IC WIOA Request/Consent form;
  - B. Will submit requests only when the individual has consented to each information release by initialing and signing the VEC request/consent form;
  - C. Will submit requests to VEC by fax or in-person delivery.
- IV. VEC will provide confidential UC benefits history and employer/wage history records, as authorized by the individual on VEC's consent form, at no cost to the Requestor.
  - A. The UC benefits history provided will be a record of all benefit payments and will reflect the balance of funds available at time of disclosure (DG90 printout);
  - B. The wage history provided will be a record of quarterly wages per employer with the employer name(s) as it appears on the employer VEC tax account (DG91 printout).
- V. The Requestor will ensure that only authorized individuals have access on a need-to-know basis to the confidential UC information and that individual records are accessed solely for the purposes authorized and not used for any other purpose whatsoever. This agreement does not extend authorization to any outside agent under contract to the Requestor nor does this

# Data Sharing Agreement

## VEC Confidential Unemployment Compensation Data



agreement allow for re-disclosure of information obtained from VEC unless designated on the VEC signed consent form.

- VI. The Requestor agrees that information obtained from VEC data will be disseminated and maintained in accordance with the provisions of the Government Data Collection and Dissemination Practices Act, § 2.2-3800 *et. seq.* of the *Code of Virginia*. The Requestor further agrees to maintain the information obtained from VEC in a manner that ensures unauthorized persons cannot acquire the information and all individuals with direct or indirect access are advised of the circumstances under which access to confidential UC information is permitted and the sanctions imposed for its misuse. Individuals are subject to the penalty specified in § 60.2-114 and 18.2-186.6 of the *Code of Virginia*, whereby unlawful access or use of UC information constitutes a Class 2 misdemeanor and may be subject to civil penalties. Violations may result in termination of access to VEC records and reimbursement to VEC for costs associated with special investigations/audits and any legal action that ensues.
- VII. The Requestor shall not store confidential VEC data on mobile data storage media (including laptops) unless there is a documented business necessity approved in writing by the Commissioner of the VEC. All data storage media containing sensitive data must be physically and logically secured (such as using locks, authentication and encryption).
- VIII. The Requestor shall comply with the provisions of 20 CFR § 603.9 that establish safeguards and security requirements to protect the data against unauthorized access or disclosure. The Requestor agrees to require all individuals who access VEC information to adhere to the following requirements:
- Submit requests securely on VEC's completed and signed consent form, by paper only. **Email and verbal submissions are prohibited;**
  - Refuse all requests for re-disclosure of confidential VEC information, including subpoenas, and refer such requests to VEC's Information Control Unit, [InformationControl@vec.virginia.gov](mailto:InformationControl@vec.virginia.gov);
  - Use VEC information only for the purposes authorized by VEC in this agreement;
  - Store the disclosed information in a place physically secure from access by unauthorized persons;
  - Store and process the disclosed information maintained in any format, electronic or otherwise, in such a way that unauthorized persons cannot obtain the information by any means;
  - Undertake precautions to ensure that only authorized individuals are given access to disclosed information stored in computer systems;
  - Properly dispose of information obtained, and any copies made thereof, after its contracted purpose has been met by shredding paper copies or properly wiping information from electronic media, meeting or exceeding Commonwealth of Virginia standards;
  - Instruct all individuals having access to the disclosed information about confidentiality requirements and the penalty specified in §§ 60.2-114 and 18.2-186.6 of the Code of Virginia, whereby unlawful access or misuse of the information obtained constitutes a Class 2 misdemeanor and may be subject to civil penalties.

- IX. The Requestor agrees to comply with information security best practices and data protection requirements specified in the Commonwealth of Virginia Information Technology Resource Management (COV ITRM) Information Security Policies, Standards and Guidelines including current Standards SEC501 and SEC519 or a standard that meets or exceeds these requirements.
- X. VEC does not guarantee the completeness or accuracy of the information.
- XI. VEC reserves the right to deny requests for confidential UC information as VEC deems necessary.
- XII. If the Requestor knows or reasonably suspects that any confidential information obtained through this Agreement has been lost, stolen or otherwise subject to unauthorized access, the Requestor shall immediately (within 24 hours) notify the VEC Information Control Unit, [InformationControl@vec.virginia.gov](mailto:InformationControl@vec.virginia.gov). The notification must include the following information:
- A. Cause(s) of the breach incident
  - B. Date(s) of the breach incident
  - C. Estimated size of the affected population (number of personal records)
  - D. The type of data exposed
  - E. Any mitigating factors
- XIII. Should an unauthorized disclosure of information obtained from VEC take place, VEC and the Requestor shall jointly participate in the investigation of the incident; however, VEC, as the data owner, shall have control over any decisions regarding external reporting. The Requestor shall be responsible for all costs, including fines and penalties, related to the investigation, notification to affected individuals, and remediation of the data breach. Notwithstanding any other provision of this Agreement, VEC reserves the right to immediately terminate this Agreement if it determines the data breach was caused by the Requestor's failure to implement and enforce adequate internal controls. VEC further reserves the right to suspend the Requestor's access during the investigation of any data breach.
- XIV. Unlawful access, disclosure, or use of sensitive and confidential information by the Requestor shall result in reimbursement to the VEC for costs associated with special investigations, audits, credit monitoring and any legal action that ensues. The VEC must undertake any other action under the Agreement, or under any State or Federal law, to enforce the Agreement and secure satisfactory corrective action, and must take other remedial actions permitted under State or Federal law to effect adherence, including seeking damages, penalties, and restitution as permitted under such law for any charges to granted funds and all costs incurred by the VEC in pursuing the breach of the agreement and enforcement of the agreement (20 CFR 603.10 (c)(2)).
- XV. The Requestor's access to confidential UC information is subject to periodic audit, compliance reviews and on-site inspections by VEC to ensure that the requirements in this Agreement are being met. The Requestor is responsible for maintaining for a period of three (3) years a complete and accurate record, including identity and purpose, of every request submitted to the VEC.

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VEC Confidential Unemployment Compensation Data



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- XVI. If the Requestor fails to comply with any provision of this Agreement, VEC must, in accordance with 20 C.F.R. 603.10(c), suspend the Agreement, and not make further disclosure until VEC is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory action, VEC will cancel the Agreement, and the Requestor will surrender or destroy all confidential UC information (and copies thereof) obtained under the Agreement.
- XVII. The parties recognize that changes in governing state or federal laws or regulations may render performance hereunder illegal, impracticable, or impossible, thereby requiring termination of the Agreement. Any party may terminate this Agreement without cause with thirty (30) days notice in writing to the other party. All provisions of this Agreement governing confidentiality and non-disclosure of UC information shall survive termination of this Agreement.
- XVIII. VEC has the right to implement additional controls over the maintenance and safekeeping of the data. The Requestor will be responsible for implementing and maintaining any additional controls.
- XIX. The Requestor will immediately inform VEC Information Control, [InformationControl@vec.virginia.gov](mailto:InformationControl@vec.virginia.gov) of any change or foreseeable change in its status as a WIOA service provider. In the event the Requestor's authority to serve as a WIOA service provider terminates, this agreement shall terminate concurrently and the Requestor shall transfer all confidential VEC information, and documents containing such information, to the Director of the applicable Workforce Innovation and Opportunity Board (WIOB). The Director is responsible for facilitating the execution of a data sharing agreement between the new WIOA service provider and VEC prior to their access to confidential UC information. Information provided to the preceding service provider shall not be made available to the succeeding service provider. Consent forms naming the preceding service provider cannot be used by the succeeding service provider to obtain information.
- XX. This Agreement, including all forms and addenda, shall be effective upon execution by all parties. Except as stipulated in Sections VI, XIII, XVI, XVII, XIX, and XXI this Agreement shall remain in effect through June 30, 2021 and may be renewed by mutual consent.
- XXI. Expiration of this Agreement without renewal will result in the automatic termination of the Requestor's access to VEC confidential UC information.
- XXII. Any notification the Requestor is required to provide the VEC under this Agreement shall be given to: [InformationControl@vec.virginia.gov](mailto:InformationControl@vec.virginia.gov)  
NOTE: This email address is not to be used for submission of written requests or other personally identifying information.
- XXIII. This document represents the entire Agreement between the parties. Any modification of these terms must be in writing and signed by all parties. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

Agency/Entity Approval



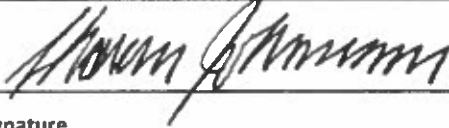
Signature

6/17/20

Date

Name: Salvatore Lupica

Title: Chief Operating Officer



Signature

June 15, 2020

Date

Name: Dr. Sharon Johnson

Title: Chief Executive Officer

Organization: SVWDB, Inc.

Address: 217 South Liberty St., Suite 203

P.O. Box 869, Harrisonburg, VA 22803

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