

SHARED DATA AGREEMENT (XX-SDA-XX)
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY

This Agreement is entered into on ___/___/___ by and between the **Illinois Department of Employment Security (“IDES”)** and _____ (“**RECIPIENT**”).

The purpose of this Agreement is to establish and implement the conditions and procedures that will govern the sharing of data between IDES and RECIPIENT, consistent with federal regulations pertaining to recipients of unemployment (UC) information (20 CFR 603); the confidentiality requirements of the Illinois Unemployment Insurance Act (820 ILCS 405/1900); and the Illinois Data Processing Confidentiality Act (30 ILCS 585/), all incorporated by reference herein.

TERMS AND CONDITIONS

I. GENERAL

- 1) RECIPIENT affirms and acknowledges that it is an agency of this State, as defined by Section 1-20 of the Illinois Administrative Procedure Act [5 ILCS 100/1-1, *et seq.*] or of any other State, a local government of this State, as defined by Section 3(a) of the State Mandates Act [30 ILCS 805/1, *et seq.*] or an agency of the federal government, as defined by 5 USC 551(1) and 5 USC 552(f).
- 2) RECIPIENT agrees that as part of the Shared Data Application Process, it submitted to IDES the IDES SDA Purpose Form [“Purpose Form”] and the IDES SDA Internal Controls Questionnaire [“ICQ”], incorporated herein as Attachments A and B, respectively. RECIPIENT certifies that it fully and accurately completed the Purpose Form and ICQ. RECIPIENT further agrees that should IDES discover any material misrepresentations or omissions on these forms, IDES retains the right to cancel this Agreement at any time, recover its costs, and require the return of all previously disclosed data.
- 3) RECIPIENT shall notify IDES of any change to the systems or procedures listed in the ICQ within five (5) business days of such a change. RECIPIENT acknowledges that if IDES determines that the system or procedure change unreasonably increases the risk of unauthorized disclosure, it may, in its discretion, terminate the Agreement without providing RECIPIENT the notice set forth in **subsection 24**.
- 4) Attachment C, incorporated herein, sets forth the specifications of this Agreement, including a description of the specific data requested, an explanation of how the data will be used, the means by which the data will be provided, the frequency of data transmissions, the number and names of RECIPIENT’s staff with access to the data, the location(s) at which the data will be used, and the legal authority for obtaining access to the data.
- 5) Attachment F contains the current relevant contact information of RECIPIENT. RECIPIENT shall notify IDES of any change to RECIPIENT’s contact information or contact person

within five (5) business days of such a change. RECIPIENT acknowledges that failure to notify IDES of any changes within the specified timeframe constitutes a breach of this Agreement and may subject RECIPIENT to the penalties set forth in Section VI.

II. COSTS

- 6) In exchange for IDES's provision of the shared data, and in accordance with 20 CFR 603.8, RECIPIENT agrees to timely pay all costs associated with the processing and handling of RECIPIENT's request for disclosure. This includes, but is not limited to, the costs associated with monitoring RECIPIENT's compliance with this Agreement. Prior to the initiation of this contract, IDES provided RECIPIENT with an estimate of costs, incorporated as Attachment D. RECIPIENT acknowledges that IDES provided this estimate based on the information available and retains the right to modify the amount due based on the actual costs associated with disclosing the shared data. After being presented with an itemized bill or expenditure report, RECIPIENT agrees to pay, on demand, the full costs associated with producing the shared data.

III. CONFIDENTIALITY AND SAFEGUARDS

- 7) All information obtained by IDES from an individual or employing unit during the administration of the Illinois Unemployment Insurance Act is confidential. As such, the records and information provided by IDES to RECIPIENT are confidential and must be protected from unauthorized use and disclosure.
- 8) RECIPIENT agrees that it will only use the shared data for the specific purposes described in this Agreement. Any other dissemination or use of the shared data without the express written authority of the IDES Director is specifically prohibited.
- 9) Authority to request, receive, or obtain the information set forth in this Agreement is restricted to officials and employees of RECIPIENT with a need to access such information for the purposes described in this Agreement. RECIPIENT agrees to restrict access to the shared data to those employees who require the data in the performance of their work in furtherance of the approved purposes.
- 10) RECIPIENT agrees to store the shared data in a place physically secure from access by unauthorized persons.
- 11) RECIPIENT agrees to store and process shared data maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 12) RECIPIENT agrees to take the necessary precautions to ensure that only authorized personnel are given access to the shared data stored in computer systems.

- 13) Any online access to IDES information shall be controlled by RACFtm [Resource Access Control Facility]. IDES will provide authorized users with individual unique RACF User IDs. Individuals accessing IDES data through on-line screens protected by RACF, must use their own unique RACF User ID. Any attempt to access this data using another individual's RACF User ID, or a common or shared RACF User ID, is unauthorized and may subject the user to the penalties set forth in Section VI.
- 14) RECIPIENT agrees to secure the shared data received pursuant to this Agreement and further agrees that such data are the property of and shall be returned to IDES upon request. Data received pursuant to this Agreement shall be disposed of after the purpose of the Agreement is served. Disposal means the return of the data to IDES or destruction of the data, as directed by IDES. The shared data shall not be archived or sent to a records center and shall not be retained with personal identifiers for any period longer than the term of this Agreement.
- 15) As a condition of this Agreement, RECIPIENT certifies that it has instructed all personnel having access to the shared data about the confidentiality requirements of this Agreement and the sanctions specified for unauthorized disclosure, including State criminal penalties. RECIPIENT has required all personnel who will have access to the data to complete and sign an acknowledgement form provided by IDES and has reviewed these forms for accuracy. A list of all eligible employees and a sample acknowledgement form are attached to this Agreement as Attachment E. RECIPIENT shall notify IDES in writing if different or additional personnel require access to the data, and upon IDES approval, shall require these new or additional persons to complete and sign an acknowledgment form. RECIPIENT shall maintain copies of all acknowledgement forms for the length of this Agreement and for three years following the termination of this Agreement. Failure to collect and maintain the appropriate acknowledgment forms constitutes a breach of this Agreement and may subject RECIPIENT to the penalties set forth in Section VI.
- 16) RECIPIENT agrees to promptly report any violation of this Agreement and any unauthorized disclosure or use of the data to IDES. As part of this obligation, RECIPIENT agrees to ensure its personnel are aware of the anonymous reporting mechanism available through the IDES website.
- 17) This Agreement does not allow subcontracting. RECIPIENT shall not subcontract work involving the shared data or disclose the shared data to any agent or contractor without express written permission from the IDES Director and the execution of a new Agreement.
- 18) RECIPIENT further agrees to comply with applicable laws, materials, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the shared data, including: federal regulations pertaining to recipients of unemployment compensation (UC) information (20 CFR 603); the Illinois Data Processing Confidentiality Act (30 ILCS 585/) and Section 1900 of the Illinois Unemployment Insurance Act (820 ILCS 405/1900), each of which have been incorporated by reference into this Agreement.

IV. COMPLIANCE MONITORING AND RECORD RETENTION

- 19) RECIPIENT agrees to allow IDES to conduct on-site inspections to verify data security and usage while this Agreement is in effect.
- 20) RECIPIENT agrees to retain records regarding data access and data use for a period of three (3) years following the termination of this Agreement.
- 21) RECIPIENT agrees to provide IDES with audit access during the three (3) years following the termination of this Agreement.
- 22) RECIPIENT agrees to respond to and correct any deficiencies noted by IDES as a result of the auditing or monitoring process.

V. CONTRACT DATES AND TERMINATION

- 23) RECIPIENT's authority to request, receive, or obtain the information set forth in this Agreement shall become effective _____ and shall automatically terminate _____.
- 24) The parties may renew the authority granted by this Agreement for an additional _____ year term (from _____ through _____) by executing a **written renewal Agreement** at least thirty (30) days before the termination date of the current Agreement.
- 25) Either party may terminate this Agreement before _____ by serving thirty (30) days written notice upon the other party. RECIPIENT remains responsible for any costs associated with disclosure of the shared data.
- 26) RECIPIENT's responsibilities and duties under this agreement, including but not limited to its obligations regarding confidentiality and data security, shall remain in effect following the termination of the authority referenced in this Section.

VI. PENALTIES FOR BREACH

- 27) In accordance with 20 CFR 603.10, if RECIPIENT fails to comply with any provision of this Agreement, including timely payment of costs billed to it, IDES is required to suspend the Agreement and cease disclosure of information to RECIPIENT (including any disclosure being processed), until IDES is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, the Agreement will be canceled, and RECIPIENT will be required to surrender to IDES all data (and copies thereof) obtained under the Agreement which has not previously been returned to IDES.
- 28) Notwithstanding any other provision to the contrary, IDES may immediately cancel this Agreement if RECIPIENT or its authorized contractor or agent fails to adhere to any

provision set forth in this Agreement. In the case of a termination due to breach, RECIPIENT remains responsible for any costs associated with the disclosure of the data.

- 29) In addition to its right to enforce this Agreement and secure satisfactory corrective action or surrender of the information, IDES retains the right to take all remedial actions permitted under State or Federal law to effect adherence to the requirements of this Agreement, including seeking damages, penalties, and restitution as permitted under such law for any charges to granted funds and all costs incurred by IDES or the State of Illinois in pursuing the breach of the Agreement and enforcement as required by 20 CFR 603.10.
- 30) Under 820 ILCS 405/1900C, any officer or employee of any entity authorized to obtain information pursuant to [Section 1900], and any agent of this State or of such entity who, except with authority of the Director under this Section, shall disclose information shall be guilty of a Class B misdemeanor and shall be disqualified from holding any appointment or employment by the State.

VII. INDEMNIFICATION/ASSUMPTION OF RISK/RECOVERY AGAINST THIRD PARTIES

- 31) RECIPIENT agrees to indemnify, assume all risk of loss, and hold harmless the State of Illinois, IDES, their officers, employees, agents, and volunteers, from and against any and all liabilities, demands, claims, suits, actions, causes of action, judgments, losses, damages (including, without limitation, direct, indirect, special, incidental, reliance or consequential damages, even if advised of the possibility of such damages), fines, settlements, costs, and expenses (including, without limitation, witnesses' fees and the reasonable value of the time of attorneys employed by the Attorney General's Office and/or the attorneys' fees of special or other counsel appointed by the Attorney General's Office or retained by IDES to represent and/or defend IDES, and expenses incident thereto) related to or arising in connection with any acts or omissions of RECIPIENT, its officers, employees, agents, volunteers, and/or subcontractors, in connection with this Agreement, including, without limitation, any actual or alleged:
 - a) Breach related to data security;
 - b) Negligent, intentional or wrongful act or omission;
 - c) Performance, attempted performance, and/or non-performance of any duty, obligation, covenant, proviso, requirement, specification, term, or condition of this Agreement;
 - d) Failure to comply with the law;
 - e) Infringement of and/or other damage or harm to any copyright, trademark, patent, or other intellectual or intangible property right of any person or entity;
 - f) Unauthorized disclosure, release, or acquisition of the data, records, and/or information provided to the RECIPIENT under this Agreement, including without limitation any such unauthorized disclosure, release, or acquisition related to a failure to comply with the confidentiality provisions of this Agreement;
 - g) Bodily injuries to persons (including death), loss of, damage or harm to, or destruction of real and/or tangible personal property (including property of the State), and/or any other injury or harm.

32) RECIPIENT shall do nothing to prejudice the rights of the State of Illinois and/or IDES to recover against third parties for any loss, including, without limitation, destruction or damage of IDES property, and shall at the request and expense of the State of Illinois and/or IDES furnish to IDES, or any other agency or branch of the State of Illinois, reasonable assistance and cooperation in obtaining recovery against third parties, including, without limitation, assistance in the prosecution of suit and the execution of instruments of assignment in favor of IDES and/or the State of Illinois.

VIII. ENTIRE AGREEMENT

33) This Agreement, including Attachments _____ and any amendments executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. The Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

IX. SEVERABILITY

34) If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

COMMUNICATIONS AND CONTACTS:

The contact persons for this agreement are:

IDES:

Primary Contact:

Evelina Tainer Loescher
Economic Info & Analysis
Illinois Department of Employment Security
33 S. State Street
Chicago, IL 60603-2802
Phone: (312) 793-5752
Fax: (312) 793-3609
Evelina.Loescher@illinois.gov

Violation Reporting:

RECIPIENT:

APPROVALS:

[RECIPIENT]

**Illinois Department of Employment
Security**

By: Authorized Official

By: Director

Signature/Date

Signature/Date

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