

EXCHANGE AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
COMMUNITY COLLEGE

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Wage Record Data Exchange

THIS AGREEMENT is entered into on beginning date between the Nebraska Department of Labor (NDOL) and community college (?CC), community college address.

WHEREAS, ?CC desires access to NDOL Unemployment Insurance (UI) combined tax and/or wage record data for the purpose of tracking ?CC student graduate employment and salary trends for program and research purposes; and

WHEREAS, NDOL has UI combined tax and wage record data in its files on both employers and individuals employed in Nebraska.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS, REPRESENTATIONS AND PROVISIONS HEREOF, BOTH PARTIES AGREE AS FOLLOWS:

I - General Terms of the Agreement

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- A. In accordance with the Family Educational Rights and Privacy Act (FERPA) [20 USC 1232(g)], ?CC shall oversee this information exchange to ensure that it is carried out consistent with FERPA requirements in the course of collecting information from the NDOL. ?CC identifies NDOL as their authorized representative for matching SSN's to collect data from NDOL wage records. Both parties are responsible for ensuring that any disclosure of education records of students complies with FERPA.
- B. ?CC will provide NDOL with the social security numbers (SSN) of its enrolled students and graduates/completers, requesting wage record data for the appropriate quarters to meet WIOA Consumer Reporting requirements, Carl Perkins Career & Technical Education (Carl Perkins) federal reporting requirements, and the program evaluation needs of ?CC.
- C. Upon receipt of ?CC's request, ?CC will submit to NDOL a file for the SSN match. NDOL will run the match and return a file to ?CC with the requested aggregate employment data.
- D. With the wage record data returned by NDOL, ?CC will:
  - 1. Gain a clearer understanding of graduate/completer migration into the workplace.
  - 2. Generate a report that shows the success of ?CC graduate/completers who achieve academic attainment. This match will occur annually, but may occur quarterly.
  - 3. Evaluate graduate/completer job placement to make better decisions on existing and future program offerings.

- E. With the SSNs received from ?CC, NDOL will:
1. FEDES Match. Match ?CC graduate/completer SSNs with FEDES Office of Personnel Management (OPM) and Department of Defense (DOD) data and add the information to NDOL wage record data for WIOA Consumer Reports and Carl Perkins reporting. SSNs will be replaced with a unique ID number for analysis, and aggregated data will be reported (no less than three per cell will be reported).
  2. WRIS Match. Following the WRIS data sharing agreement, match ?CC graduate/completer SSNs to WRIS for WIOA Consumer Reports. WRIS data will be added to Nebraska wage records and FEDES data for WIOA Consumer Reports. SSNs will be replaced with a unique ID number for analysis, and aggregated data will be reported (no less than three per cell will be reported).
  3. WRIS2 Match. Following the WRIS2 data sharing agreement, match ?CC graduate/completer SSNs to WRIS2 for Carl Perkins reporting. SSNs will be replaced with a unique ID number for analysis, added to FEDES and Nebraska wage record data, and aggregated data will be reported (no less than three per cell will be reported).
  4. WIOA Consumer Reports & Carl Perkins Matches. Match ?CC graduate/completer SSNs to Nebraska wage records for WIOA Consumer Reports and Carl Perkins reporting.
  5. Match to UI records in states where NDOL has similar agreements, for inclusion in NDOL's data ware house.
- F. The parties recognize that *Neb. Rev. Stat. §84-712.05* and *Neb. Rev. Stat. §§48-612 and 48-612.01* restrict information sharing obtained from any employing unit or individual. No applicant/claimant names, employer names, social security numbers, or employer identification numbers will be released by ?CC or NDOL to any other entities. The parties recognize there is an obligation by each party and an expectation by the United States Department of Labor to protect the confidentiality of information disclosed.
- G. The parties recognize that any information shared between the parties is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) [20 USC 1232(g)], and 34 CFR, Part 99. The parties agree to use available data security protocols and assurances to protect the privacy of data shared, manipulated, and extracted from the other.
- H. ?CC and NDOL and their designated representatives understand and agree that all information developed pursuant to this Agreement, irrespective of the manner, form or mode, shall be used solely for the purposes set forth in this Agreement.
- I. ?CC and the NDOL and their authorized representatives understand and agree that any information released or shared pursuant to this Agreement will be in aggregate form which will not reveal individual names, employer identities, or SSNs. ?CC and NDOL agree to take all appropriate steps necessary to protect information shared under this Agreement from unauthorized disclosure, and further agree to destroy any individually identifiable graduate/completer information when no longer needed for the purposes of this Agreement, pursuant to FERPA.

- J. ?CC will submit its request for information via internet-based secure file transfer protocol (SFTP). NDOL will return the information requested via SFTP.
- K. NDOL shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

II - Costs

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- A. ?CC will be billed by NDOL’s Labor Market Information Office for actual costs incurred in the actual cross-match process for the exchange of wage record data, whether successful or not.
- B. Nonpayment of costs and/or fees by ?CC may be cause for termination of this Agreement.

III - Authorized Representatives

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- A. The parties hereto expressly agree that the following individuals are designated as the authorized representatives for their parties:

NDOL:	
Phil Baker, LMI Administrator 550 South 16 <sup>th</sup> Street Lincoln, NE 68508	Phone: 402.471.9964 Fax: 402.471.9867 eMail: phil.baker@nebraska.gov

?CC:	
main contact person	Phone: Fax: eMail:
IT contact person	Phone: Fax: eMail:

- B. It will be the responsibility of the individual named above to ensure the integrity and timely processing of this wage record data exchange.
- C. The authorized representative for ?CC will complete an application for a SFTP username and password for an individual within ?CC to electronically access Unemployment Insurance combined tax and wage files from the NDOL (*Attachment #1*). It will be the responsibility of the individual named on said application form to ensure the integrity and timely processing of this data exchange.
- D. The parties’ authorized representatives do not have the authority to amend this Agreement.

IV - Term of Agreement

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- A. This Agreement is for a three (3) year period, commencing beginning date and expiring ending date.

- B. This Agreement shall be reviewed annually, including all costs associated with this Agreement.
- C. Either party may terminate this Agreement upon thirty (30) days written notice.
- D. Any amendments or extensions to this Agreement must be in writing and approved by both parties.
- E. Violation of any of the terms of this Agreement may be cause for NDOL to terminate this Agreement.

V - Confidentiality

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- A. To safeguard information exchanged via this Agreement:
  - 1. ?CC is required to review and follow *Neb. Rev. Stat. §48-612* and 20 CFR §603.7 as it applies to confidentiality of information with respect to any use or re-disclosure of information provided to them by NDOL through this Agreement.
  - 2. Access to the information provided by this Agreement will be restricted only to authorized employees. Each ?CC staff person with authority to request information authorized by this Agreement shall be required to individually sign confidentiality and/or non-disclosure agreements (*Attachment #2*). Said confidentiality and/or non-disclosure agreement will be kept on file with ?CC. Failure to comply shall constitute a breach of this Agreement and require the immediate removal of the staff person from work on this project.
  - 3. Information provided by this Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
  - 4. Any documents provided as a result of this Agreement shall not be duplicated or disseminated without prior written authority from the NDOL.
  - 5. ?CC agrees to hold all information received from the NDOL in a confidential manner in accordance with all applicable laws and regulations respecting the same. These obligations of confidentiality shall not apply to non-public information that:
    - a. Was previously known to ?CC;
    - b. Is or becomes publicly available, through no fault of ?CC;
    - c. Is disclosed to ?CC by a third-party having no obligation of confidentiality to the NDOL relating to such confidential information;
    - d. Is independently developed by ?CC; or
    - e. Is required to be disclosed as a matter of law.
  - 6. Any records created from information provided by this Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as

non-duty hours or when not in use.

7. Subject to its confidentiality obligations herein, ?CC will be responsible for any damages and will hold the NDOL harmless from any loss should any breach of confidentiality occasioned by a ?CC employee occur.
  8. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.
  9. ?CC will permit the NDOL to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and this Agreement are being met.
- B. To ensure confidentiality, ?CC and the NDOL agree to:
1. Store and process data in a secure manner such that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means.
  2. Ensure that only authorized persons will have access to exchanged information.
  3. Instruct that all personnel with access to the exchanged information provided by this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
  4. All documents should be shredded or disposed of in some manner which will reasonably ensure that the contents of the exchanged information are not disclosed.

#### VI - EEO / ADA / Drug Free Workplace Provisions

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?CC acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. ?CC warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.
- B. ?CC and any of its subcontractors with respect to any services performed under this Agreement shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. ?CC shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

VII - Debarment, Suspension or Declared Ineligible

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?CC certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is ?CC's affirmative duty to notify NDOL if it or any of its principals is sanctioned or debarred. ?CC acknowledges that suspension or debarment is cause for termination.

VIII - IRS Publication 1075 Assurances

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*will not* have or be allowed access to federal tax information while performing work under this Agreement (see, Internal Revenue Code, §6103 and §7213).

VIII - Signatures

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

\_\_\_\_\_

Date

\_\_\_\_\_

JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

\_\_\_\_\_

Date

\_\_\_\_\_

FIRSTNAME LASTNAME, President  
?CC Community College

REVIEWED AND APPROVED:

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KIM SCHREINER, Controller  
Nebraska Department of Labor

\_\_\_\_\_

Date

\_\_\_\_\_

JOHN H. ALBIN, Interim UI Tax Director  
Nebraska Department of Labor

\_\_\_\_\_

Date

\_\_\_\_\_

PHILLIP BAKER, LMI Director  
Nebraska Department of Labor

\_\_\_\_\_

Date

\_\_\_\_\_

THOMAS A. UKINSKI, Legal Counsel  
Nebraska Department of Labor

\_\_\_\_\_

Date

Nebraska Department of Labor

**Attachment #1**

**APPLICATION FOR SECURE FILE TRANSFER PROTOCOL (SFTP)  
USER NAME & PASSWORD**

As the authorized representative for Mid-Plains Community College (MPCC) (see ¶III of this Agreement), I hereby request a SFTP username and password for the applicant named below for the purpose of accessing electronic Unemployment Insurance combined tax and wage files from the Nebraska Department of Labor.

It will be the responsibility of the applicant named below to ensure the integrity and timely processing of this data exchange.

APPLICANT	
Name ↑	
Title ↑	
Telephone ↑	Fax ↑
eMail Address →	

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
MPCC's AUTHORIZED REPRESENTATIVE

Nebraska Department of Labor

**Attachment #2**

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

I HAVE READ AND AGREE TO ABIDE BY all conditions and provisions of the Agreement between the Nebraska Department of Labor (NDOL) and Mid-Plains Community College (MPCC). Said Agreement sets forth the responsibilities, including confidentiality and physical security requirements, pertaining to the use of data provided by the NDOL during the term of the Agreement.

\_\_\_\_\_

Date

\_\_\_\_\_

MPCC Employee

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

Draft