

LEGISLATOR PORTAL ACCESS AGREEMENT

THIS AGREEMENT, is entered into on _____ (“Effective Date”) between the Georgia Department of Labor (“GDOL”) and _____ (State Office Holder, “SOH”) (collectively, the “Parties”).

WHEREAS, GDOL, is responsible for the administration of Georgia’s state UI program and for protecting Unemployment Insurance (“UI”) wage and benefit information from disclosure except as authorized under state and federal law; and

WHEREAS, SOH wishes to access UI claimant information to facilitate SOH constituent services related to unemployment insurance inquires of its constituents and for no other purpose (“Purpose”), and GDOL is able to provide SOH access to the GDOL Legislative Partner Access Screens for the Purpose pursuant to 20 CFR Part 603.

THEREFORE, in consideration of mutual promises, SOH and GDOL hereby agree as follows.

I. Scope of Services: GDOL, as requested by SOH, may provide access to GDOL’s Legislative Partner Access Screens as set forth in Exhibit 1, which is attached and made apart hereof.

II. Responsibilities of the Parties

A. State Office Holder:

1. Authorization of Service. Prior to the commencement of any services set forth in Section I. above, the appropriate SOH personnel will authorize the requested service in the manner set forth herein.
2. Review of Individual Screens. As SOH is requesting GDOL to allow SOH to have “read-only” access to the Legislative Partner Access Screens pursuant to consent of its constituents, SOH agrees to the requirements as set forth in Exhibit “1” and “2” which are attached and made a part of this Agreement.
3. Use of GDOL Data. SOH attests that it will only seek GDOL Data “Data” which is incorporated in the GDOL Legislative Partner Access screens as set out in Attachment 1 and will only use such Data to assist its constituents. SOH agrees, except for the Purpose set forth in this Agreement, not to disclose, reuse, store, or otherwise re-sell the Data being provided by GDOL to any other entity.

B. GDOL:

1. GDOL Information. GDOL agrees to provide SOH with Data and information as agreed upon for each service requested.
2. Authorization of Service. GDOL agrees that prior to the commencement of any services set forth in Section I. above, the appropriate GDOL personnel will authorize the requested service in the manner set forth herein.
3. GDOL Decline of Request for Service. In the event GDOL declines to provide the service being requested by SOH under the provisions of paragraph I.A., GDOL shall immediately notify SOH in writing with the reason(s) for declining the requested service.
4. Review of Individual Screens. GDOL will allow SOH to have access only to the Legislative Partner Access Screens as set forth in Exhibit “1.”

III. Confidentiality and Non-Disclosure of Data

A. By signing this Agreement, SOH acknowledges and agrees to adhere to GDOL’s policy on confidentiality and non-disclosure of Data and other information received from GDOL as set forth in Exhibit “2” attached hereto and incorporated herein by reference.

B SOH shall treat all Data and other information received from GDOL pursuant to this Agreement as strictly confidential and agrees that it shall utilize such information received from GDOL only for the Purpose set forth in this Agreement. SOH may only disclose the Data to its employees or independent contractors who:

1. Have a need to know such Confidential Information, and
2. Are obligated to maintain the confidentiality of such Confidential Information, and
3. May use the Data in connection with performing the obligations of SOH under this Agreement, and
4. Without limiting the foregoing provisions, the recipient of Confidential Information will exercise at least the same standard of care in protecting the confidentiality of GDOL's Confidential Information as it does with its own Confidential Information.

C. "Data" means any and all personally identifying information gathered and maintained by GDOL including, but not limited to, individual or employer names, Social Security Numbers, home or business address information, the fact that an individual has filed an unemployment claim or the amount of their wages, and other data, letters, reports, statements, transcripts, recordings, or returns obtained from any individual, claimant, employing unit, or employer pursuant to the administration of Georgia's unemployment insurance law or Employment Security Law, in whatever form and however organized, stored, or recorded, including computer or other electronic records or versions of records.

D. Notwithstanding the aforementioned provisions, SOH acknowledges and agrees that:

1. This Agreement is subject to the Georgia Open Records Act §50-18-70 et seq, as amended.
2. The Data provided by GDOL to SOH under the terms and conditions of this Agreement are exempt from the aforementioned Code section.
3. SOH shall require all persons receiving Data, whether in its entirety or in part, to keep Data confidential, stored in a physically secure location to prevent access by unauthorized personnel, and to use Data only for the designated permissible use. SOH shall not share Data with other SOH partners.

E. SOH agrees to abide by all applicable state and federal laws, rules and regulations with respect to Data or produced in the performance of this Agreement.

F. SOH acknowledges that certain GDOL records and parts of records including, but not limited to, Data as defined above, and other confidential information given by GDOL to SOH in the performance of this Agreement, are confidential and exempt from public disclosure and regulated in their disclosure by the Employment Security Law at O.C.G.A. §34-8-123 et seq. Any requests for disclosure of such information by legal process or otherwise shall be promptly referred by SOH to GDOL for a response at:

UI Integrity
Unemployment Insurance & Regional Operations Division
Georgia Department of Labor
148 Andrew Young International Blvd NE, Suite 727
Atlanta, Georgia 30303
404.232.3440 phone
404.232.3445 fax
UI_integrity@gdol.ga.gov

During or subsequent to the term of this Agreement, or any renewal thereof, GDOL agrees, upon receipt of written notice from SOH regarding any such inquiry, to provide appropriate instructions within a reasonable time from written notice of the request and in adequate time for SOH to properly respond in accordance with the law.

V. Limitation of Liability

A. Under no circumstances shall GDOL be liable to SOH for any losses caused, directly or indirectly, in whole or in part, by the provided data or by any equipment malfunctions.

B. All time limits are of the essence in this Agreement. However, no party shall be liable to the other party for any delay or failure of performance of service outside the reasonable control of the affected party, including but not limited to technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war.

VI. Extensions, Terminations and Renewals

A. All extensions, terminations and renewals shall be governed as follows:

1. Any party may terminate this Agreement without cause, for its convenience, by providing a minimum of ten (10) days' notice thereof to the other party.
2. This Agreement may be terminated immediately by either party for cause upon receipt of written notice by the other party.
3. This Agreement shall terminate on June 30, 2022 and may be renewed as agreed by the parties.

VII. Representatives

A. Except as set forth in this Agreement or in the attached Exhibits, all other correspondence, invoices and any other communication regarding this Agreement should be directed to the following representatives:

GDOL: Kyle.stancil@gdol.ga.gov

SOH:

B. The parties agree to notify in writing the other party who will serve as a designee. Until such notice the named parties herein are the parties' representatives.

VIII. Amendments in Writing: No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a written amendment executed by both parties.

IX. Miscellaneous

A. Relationship of the Parties. Nothing contained in this Agreement shall be construed or implied to create a partnership, agency, joint venture, or employment relationship between the parties and neither party shall have any authority to bind the other party.

B. No Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver by either party of any right hereunder at any given time be deemed a waiver thereof for any other time.

C. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitute an original, and all of which collectively, constitute an Agreement. This Agreement may be executed by facsimile or scanned image (PDF). Said facsimile or scanned image shall be deemed an original and fully enforceable and admissible in any legal proceeding. This Agreement is effective upon delivery of the one executed counterpart from each party.

IN WITNESS WHEREOF, the parties hereto have agreed by their authorized officers as of the day and year indicated below.

AUTHORIZING SIGNATURES:

GEORGIA DEPARTMENT OF LABOR

General Counsel Elizabeth DeJanes

Date

STATE OFFICE HOLDER

Date

EXHIBIT "1"

Legislative Portal Access Agreement between
GDOL and STATE OFFICE HOLDER

STATE OFFICE HOLDER ACCESS REQUIREMENTS

RESPONSIBILITIES OF THE PARTIES:

1. Upon authorized request by STATE OFFICE HOLDER, GDOL will provide the following information after consent is provided by the claimant:
 - Access to GDOL's Legislative Partner Access Screens for information regarding claimant UI status.
2. Upon execution of this agreement, STATE OFFICE HOLDER will receive a DOL-988 form to complete and return to GDOL. The form should be submitted to: kyle.stancil@gdol.ga.gov. Upon completion and processing of the request, GDOL will return the User ID and instructions for accessing the approved screens and system support. Should the User's application be rejected by GDOL security, notice will be sent to STATE OFFICE HOLDER.
3. GDOL will conduct a review of Users with access each quarter requiring certification of current Users. STATE OFFICE HOLDER will provide GDOL with an updated list of current STATE OFFICE HOLDER Users annually as requested by GDOL. **Forty-five (45) days of inactivity by a User will result in the User ID being blocked from use.** Upon request by STATE OFFICE HOLDER, GDOL will reset the User's password at no additional cost, provided, however, **any User access account that remains inactive for a period greater than ninety (90) calendar days will be terminated.**
4. This service shall terminate as of the date of termination of the Agreement or any Amendments thereto.

REIMBURSEMENT COST TO PROVIDE SERVICE:

- Legislative Partner Access Screens are being provided at no cost to STATE OFFICE HOLDER.

EXHIBIT "2"

Legislative Portal Agreement between
GDOL and STATE OFFICE HOLDER

SECURITY REQUIREMENTS EXHIBIT

I. Purpose

The purpose of this document is to outline the minimum security requirements and privacy safeguards for any STATE OFFICE HOLDER receiving, storing, distributing, or otherwise using Georgia Department of Labor (GDOL) Data, Data defined as any data or other information held by GDOL which is transmitted or shared with a STATE OFFICE HOLDER pursuant to this Agreement or any other Agreement. The security requirements and privacy safeguards described here shall be in addition to and not in substitution of any requirement in this Agreement or other Agreement to which this Exhibit pertains or of any other Agreement between GDOL and the STATE OFFICE HOLDER.

II. Data Applicability

The requirements presented in this document apply to any Data that is deemed to be either sensitive/confidential or personally identifiable information (PII). Categorization of Data as sensitive/confidential or personally identifiable information is determined by program (for example, Unemployment Insurance, Employment Services, etc.). Examples of PII could include, but are not limited to:

- Claim information
- Individual name(s) or employer name(s)
- Social security number(s)
- First name or first initial and last name of applicant or client
- User accounts plus passwords or PIN numbers

III. Access Requirements

The security requirements are presented in two categories: Administrative Security Requirements and Technical Security Requirements.

A. Administrative Security Requirements

1. The STATE OFFICE HOLDER shall ensure that access to and disclosure of Data is restricted to pre-authorized personnel listed within the Data Sharing Agreement or other Agreement to which this Security Exhibit pertains.
2. The STATE OFFICE HOLDER shall establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure only authorized personnel have access to Data. Such oversight by the STATE OFFICE HOLDER shall be the responsibility of:

EXHIBIT "2"

Legislative Portal Agreement between GDOL and STATE OFFICE HOLDER

Name: _____
Title: _____

3. The STATE OFFICE HOLDER shall ensure that all personnel who will access Data are advised of the confidential nature of the data, safeguards required to protect the data, and any contractual, civil or criminal sanctions for non-compliance with this Exhibit, this Agreement or other Agreement to which it pertains, or under applicable state and/or federal law.
4. The STATE OFFICE HOLDER shall establish and perform security awareness training for all personnel who will access Data that includes information about their responsibility for proper use and protection of the data, and the possible sanctions for misuse or the unauthorized disclosure of Data.
5. The STATE OFFICE HOLDER shall ensure that non-disclosure oaths are signed by all personnel with authorized access to Data. The non-disclosure oath shall outline the authorized purposes for which Data may be used and the civil and criminal penalties for unauthorized use.
6. The STATE OFFICE HOLDER shall maintain records of authorized users with access to Data. The records shall contain a copy of each individual's signed non-disclosure oath and proof of the individual's participation in security awareness training. The STATE OFFICE HOLDER shall make such record available to GDOL's Information Security Officer within two working days of a request for such records.
7. The STATE OFFICE HOLDER must have appropriate procedures in place to report incidents involving any breach or suspected breach of Data. All confirmed and suspected incidents, whether electronic or physical breaches, must be reported to GDOL's Information Security Officer (ISO) immediately upon discovery but in no case later than one hour after discovery.
8. Requests for Data by legal process (e.g., subpoena, Motion to Produce, Request for Production of Documents, Open Records Act request, Freedom of Information Act request, or similar request) shall be referred to GDOL's UI Integrity for instructions in accordance with the terms of the Agreement to which this Exhibit pertains, and no formal or informal response or release of Data shall take place before GDOL has had both a reasonable opportunity to review and to respond to such legal process, as more fully described and proved for in the Agreement to which this Exhibit pertains.

B. Technical Security Requirements

1. The STATE OFFICE HOLDER shall utilize and maintain technological (logical) access controls that limit access to Data to only those users identified in the records

EXHIBIT "2"

Legislative Portal Agreement between GDOL and STATE OFFICE HOLDER

maintained by the STATE OFFICE HOLDER pursuant to Section A above, who are authorized for such access based on their official duties.

2. The STATE OFFICE HOLDER shall ensure that Data will not be subject to browsing for records for any purpose other than for the reasons stated in the Agreement to which this Exhibit pertains.

3. The STATE OFFICE HOLDER shall ensure that the transmission and storage of all data provided pursuant to this Agreement -/or other Agreement to which this Exhibit pertains shall be accomplished in a manner that safeguards the data and prevents unauthorized access. All data transmitted between the STATE OFFICE HOLDER and GDOL shall be via an encrypted transmission link.
4. The STATE OFFICE HOLDER shall prohibit Data from being copied to and stored on mobile media (e.g. laptops, CD-ROMs, USB drives) unless, in the event such action is found to be permissible under provisions of the Data Sharing or other Agreement to which this Exhibit pertains, such Data is encrypted at the disk level.
5. The STATE OFFICE HOLDER shall only access the Data through the Legislative Access Portal via a secure and encrypted transmission link.
6. The STATE OFFICE HOLDER shall ensure that Data is only accessed via a system with current security patches and anti-virus software.

IV. Miscellaneous

The requirements of this Security Exhibit shall survive the expiration or termination of the Agreement to which this Exhibit pertains.

This Agreement may be executed by facsimile or scanned image (PDF). Said facsimile or scanned image shall be deemed an original and fully enforceable and admissible in any legal proceeding. This Agreement is effective as of the date of last signature.

EXHIBIT "3"

Legislative Portal Access Agreement between
GDOL and STATE OFFICE HOLDER

CONTACT INFORMATION

GDOL CONTACT:

Kyle Stancil
Intergovernmental Affairs Specialist
Georgia Department of Labor
148 Andrew Young International Boulevard
Atlanta, GA 30303
404-232-7320
Kyle.stancil@gdol.ga.gov
Fax: 404-657-5534

STATE OFFICE HOLDER CONTACT:

Name
Title
Agency
Address
Phone
Email
Fax