

**DATA SHARING AND CONFIDENTIALITY AGREEMENT  
BETWEEN  
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
UNIVERSITY OF CINCINNATI, DEPARTMENT OF ECONOMICS**

**D-2021-15-0441**

This Agreement is entered into by and between the Ohio Department of Job and Family Services (ODJFS) and the University of Cincinnati, Department of Economics (UCE).

**ARTICLE I – PURPOSE AND LEGAL AUTHORITY**

This Agreement defines the roles and responsibilities of the parties with respect to the transfer and use of the ODJFS data to UCE. UCE will use the data to conduct research to better understand labor market dynamics and assess the impact of the Ohio Capital Fund.

The release of this information is authorized by Section 4141.13 (N) of the Ohio Revised Code (ORC), Rule 4141-43-01 of the Ohio Administrative Code (OAC), Title 20, Part 603.5(e) of the Code of Federal Regulations (CFR).

The ODJFS Agreement Manager is Coretta Pettway.

The UCE Agreement Manager is Dr. Michael Jones, PhD.

**ARTICLE II – RECORDS DESCRIPTION**

- A. ODJFS will provide UCE access to the data described in Attachment A, Field Layout for CIPSEA-Compliant Quarterly Unemployment Insurance Data from the Quarterly Census of Employment and Wages Program, for all employers (single employers and work sites, including federal, if available) for the most recently completed quarter.
- B. ODJFS will transfer the data to UCE via secured file transfer protocol (SFTP).
- C. UCE expressly understands that only aggregate, de-identified results of research conducted with ODJFS data may be published or shared with any third party. UCE will use the data conduct research for the following:
  - 1. Develop research and analysis to better understand labor market dynamics (e.g., job reallocation, creation, destruction, etc) that contrasts for-profit and non-profits in Ohio. The analysis will look at differences and similarities across industry sectors as well as over time to better understand the effects of COVID-19 on labor market dynamics.
  - 2. Research the economic impact of the Ohio Capital Fund, which was established by the State of Ohio in 2006 for the purpose of increasing the amount of private investment capital available for seed- and early-stage Ohio-based enterprises with the goal of increasing employment, creating additional wealth and otherwise benefitting the economic welfare of Ohioans. The JFS QCEW data is used to summarize the economic activity of the Ohio Capital Fund through direct employment, wages and estimated state income taxes paid by workers in the invested firms.

**ARTICLE III – VERIFICATION PROCEDURES**

ODJFS makes no guarantee as to the accuracy or currency of the information provided to UCE pursuant to this Agreement. Accordingly, the parties understand and agree that UCE and ODJFS have no responsibility for research results provided to any other party by UCE based on inaccurate or outdated information supplied by ODJFS under this Agreement.

**ARTICLE IV – DISPOSITION OF OBTAINED INFORMATION**

- A. Records obtained by UCE from ODJFS must be maintained in a separate database and be clearly identifiable as records of ODJFS. The records obtained from ODJFS may not be merged with or mingled with data of UCE for storage or for any purpose other than as listed in this Agreement.
- B. UCE expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States
- C. UCE expressly agrees to retain ODJFS' data only for the period of time necessary to complete the research authorized under this Agreement and further agrees to effectively destroy all ODJFS data files, including any backup files immediately upon expiration of this Agreement per Article VIII, or termination of this Agreement per Article X. UCE will send written confirmation to the ODJFS Agreement Manager once the records have been destroyed.

**ARTICLE V - CONFIDENTIALITY OF INFORMATION**

- A. UCE agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. UCE specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
  - 1. The Privacy Act (Title 5 of the United States Code (USC) Section 552a).
  - 2. ORC 4141.21 and 4141.22.
  - 3. OAC 4141-43-01.
  - 4. 20 CFR 603.
- B. UCE agrees and acknowledges that ODJFS data may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If UCE, as a public entity, receives a public records request for information related to this Agreement, UCE will promptly notify ODJFS of the request. If ODJFS believes the requested records contain data that is confidential or proprietary and should not be released, UCE will provide ODJFS a reasonable amount of time to remove the confidential or proprietary information from the requested records prior to their release.
- D. UCE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODJFS against use or disclosure not provided for by this Agreement.

**ARTICLE VI - SECURITY PROCEDURES**

- A. UCE will restrict access to the ODJFS data it will receive, and any records created from ODJFS data, under this Agreement to only authorized employees, officials, subcontractors, and officials of UCE who are assigned to conduct research and related activities as permitted under this Agreement. UCE agrees to provide the ODJFS Agreement Manager with a complete listing of any and all persons who shall have access to the above referenced records and/or data, including the name, title, and telephone number of each such person.
- B. UCE agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access by unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. No records will be accessed, tested, maintained, backed up or stored outside of the United States.
- C. UCE will ensure that the ODJFS data and any records created from the ODJFS data are processed under

the immediate supervision and control of authorized personnel, who will ensure that use and storage of the data is performed in a manner that will prevent disclosure to or access by individuals who are unauthorized to receive it.

- D. UCE will advise all personnel who are authorized to access ODJFS data of its confidential nature, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws. No subcontractor shall receive any information without a written agreement with UCE incorporating these assurances. Further, UCE will require all such personnel to complete a Personal Confidentiality Statement, which is included as Attachment B to this Agreement.
- E. UCE shall permit onsite inspection by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government.
- F. ODJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography, and the National Institute of Standards and Technology (NIST) Special Publication 800-53. UCE shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).
- G. UCE agrees to immediately notify the ODJFS Agreement Manager of any suspected or actual violation of federal and/or state confidentiality laws or the terms of this Agreement.
- H. To the extent allowable by law, UCE, if directly responsible for a breach of ODJFS data security and to the extent it is responsible, will pay any damages and will bear all costs to notify every individual whose data may have been compromised, in compliance with Ohio law at the time of the breach.
- I. The terms of this Article shall be included in all subcontracts executed by UCE for any and all work under this Agreement.

#### **ARTICLE VII - RECORDS USAGE, DUPLICATION AND RE-DISCLOSURE RESTRICTIONS**

UCE agrees to the following limitations on the access to, and disclosure and use of, the information provided by ODJFS:

- A. UCE will ensure that authorized personnel use the ODJFS data only for purposes of this Agreement, and only to the extent necessary, as specified in ARTICLES I and II of this Agreement. UCE will ensure that no ODJFS data or any records created from the ODJFS data is disclosed or distributed to another party without specific written authorization of the Director of ODJFS.
- B. UCE is strictly prohibited from disclosing ODJFS raw data files or any documents created from ODJFS data files that contain confidential information. UCE will submit to the ODJFS Agreement Manager a Research Request Form, included as Attachment C and incorporated herein, for each research project to be conducted using ODJFS data. Further, UCE must receive express, written approval from the ODJFS Agreement Manager or designee prior to the undertaking of any research project that involves the use of ODJFS data. ODJFS will make best efforts to respond to requests within a reasonable timeframe. Both the request and the response may be delivered via email. Any data or results shared with a third party or published must be in aggregate form and will include no confidential ODJFS data. ODJFS maintains the right to review the final documents prior to disclosure or publication.
- C. UCE will ensure that no ODJFS information and no data created from ODJFS information is disclosed in any manner that would reveal the identity of an individual or employing unit by either direct or indirect means and will ensure that the data will be suppressed for any geographic industry level in which:
  - 1. There are fewer than three firms; or
  - 2. There are three or more firms, but employment in one firm comprises 80 percent or more of the industry.

Either reason for suppression requires the data to be rolled up to the next level of North American Industry Classification System (NAIC) detail (e.g., 4-digit NAICS to 3-digit NAICS, 3-digit NAICS to 2-digit NAICS, etc.). The rolled-up data is subject to the same summation guidelines.

- D. To address secondary disclosure issues, before any reports, publications, presentations or media containing aggregate data is published, UCE must give due diligence and compare their publication materials with information published by the U.S. Department of Labor, Bureau of Labor Statistics to ensure consistency with the level of suppression.
- E. Within 30 days of completion, UCE will send the ODJFS Agreement Manager a copy of each report, research results or findings produced from the ODJFS data. UCE will notify ODJFS if any portions of such reports, results, or finds may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. UCE will be responsible for defending such claim.

#### **ARTICLE VIII - TIME OF PERFORMANCE**

- A. This Agreement will be in effect upon the date of the ODJFS Director's signature and will remain in effect through June 30, 2022, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date.
- B. UCE may submit a Data Request Information form (ODJFS FORM 01325) prior to the expiration of this Agreement. ODJFS will review such request and make a determination on whether to renew based on the information provided in the request and on UCE compliance with the terms of this Agreement as well as all applicable federal and state law.
- C. The Confidentiality provisions of this Agreement will survive the termination of this Agreement.

#### **ARTICLE IX - COST OF DATA PREPARATION**

- A. UCE will be responsible for payment of the following costs associated with the preparation and transfer of ODJFS data under this Agreement:
  - 1. Initial Development Fee – Five Hundred and 00/100 Dollars (\$500.00) one-time payment.
  - 2. Data Extract and Transmission Fee – One Hundred Fifty and 00/100 Dollars (\$150.00) per quarter for each quarter UCE receives data from ODJFS.
- B. The ODJFS Agreement Manager will provide remittance instructions and deadlines to UCE.
- C. ODJFS will review the costs annually during the effective term of this Agreement to determine if the fees identified in Section A, above, remain appropriate. Any changes to the fees will require a formal amendment to this Agreement.

#### **ARTICLE X - SUSPENSION AND TERMINATION**

- A. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement.
- B. Notwithstanding Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of written notice to UCE, if ODJFS discovers any illegal conduct on the part of UCE or if there is any breach of the confidentiality provisions of ARTICLE V.
- C. ODJFS may suspend or terminate this Agreement in the event that UCE fails to provide payment of fees as prescribed in Article IX of this Agreement.
- D. In the event of changes in either state or federal law or regulations that render performance hereunder illegal, void, impracticable or impossible, this Agreement will terminate immediately.
- E. In the event of suspension or termination, UCE will immediately notify personnel with access to ODJFS data of the suspension or termination and will instruct such personnel to cease any activities that involve ODJFS data.

- F. In the event of termination, UCE will immediately take steps to destroy all data files with ODJFS data, including any backup files, pursuant to Article IV of this Agreement.
- G. Notice of termination or suspension under ARTICLE must be delivered by certified mail or overnight delivery by a nationally recognized delivery service. Notices to UCE will be delivered to Dr. Julia Heath, Economics Center, 225 Calhoun Street, Suite 370, Cincinnati, Ohio 45219. Notices to ODJFS will be delivered to the Deputy Director of the ODJFS Office of Contracts & Acquisitions, 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215.

#### **ARTICLE XI - BREACH OR DEFAULT**

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- B. If either of the parties fails to perform an obligation or obligations under this Agreement and thereafter such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by ODJFS shall not be effective unless it is in writing signed by the ODJFS Director and by the authorized representative of UCE.

#### **ARTICLE XII - AMENDMENTS**

- A. This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Director of ODJFS and UCE. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.
- B. Neither party may assign this Agreement or any rights or obligations under this Agreement to any unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision will be null and void.

#### **ARTICLE XIII - LIMITATION OF LIABILITY**

- A. To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, UCE agrees to be responsible for any liability directly related to any and all acts of negligence by UCE.
- B. ODJFS and UCE agree to make a good-faith effort to resolve any disputes between the parties with respect to this Agreement.

#### **ARTICLE XIV - CONSTRUCTION**

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Any action or proceeding against either party relating in any way to this Agreement or the subject matter hereof will be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, performance under the remaining provisions of this Agreement is possible without the stricken provision(s).

#### **ARTICLE XV - COUNTERPART**

This Agreement may be executed in one or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

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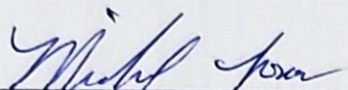
**Signature Page**

**D-2021-15-0441**


The parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

University of Cincinnati, Department of Economics

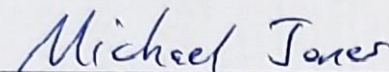
Ohio Department of Job and Family Services



Authorized Signature (Blue Ink Please)



Kimberly L. Hall, Director



Printed Name

07-13-2020

Date

06/06/2020

Date

2925 Campus Green Drive  
324 Lindner Hall  
Cincinnati, Ohio 45221

30 East Broad Street, 32nd Floor  
Columbus, Ohio 4321

# FIELD LAYOUT FOR CIPSEA-COMPLIANT QUARTERLY UNEMPLOYMENT INSURANCE DATA FROM THE QUARTERLY CENSUS OF EMPLOYMENT AND WAGES PROGRAM

Field	Field Name	Type	Width	Notes	Field Definition
1	YEAR	Character	4	Year of EQUI data	Year
2	QUARTER	Character	1		Quarter of EQUI
3	PAD	Character	3		leading zeros for UIN (3)
4	UIN	Character	7		UI Account Number
5	REP_UNIT	Character	5		Reporting Unit Number
6	EIN	Character	9		EIN (Employer Identification Number
7	PUIN	Character	10		Filler (previously Predecessor UI)
8	PRUN	Character	5		Filler (previously Predecessor RUN)
9	SUIN	Character	10		Filler (previously Successor UI)
10	SRUN	Character	5		Filler (previously Successor RUN)
11	LEGAL	Character	35		Legal Corporate Name
12	TRADE	Character	35		Trade Name/DBA
13	PL_AD1	Character	35		Physical Location (PLA) Street Address--Line 1
14	PL_CITY	Character	30		Physical Location Address (PLA)--City
15	PL_STATE	Character	2		Physical Location Address (PLA)--State
16	PL_ZIP	Character	5		Physical Location Address (PLA)--5-Digit ZIP Code
17	PL_ZIPX	Character	4		Physical Location Address (PLA)--ZIP Code Extension
18	ADD_SOURCE	Character	1	1 = Physical location; 2 = UI Tax, 3 = Other	Type of address provided
19	RUD	Character	35		Reporting Unit Description
20	PHONE	Character	10		Phone Number: Area Code, Prefix, Suffix
21	LIAB_DATE	Character	8	Initial date of Liability - YYYYMMDD	Initial Date of Liability--Year, Month, Day
22	EOL_DATE	Character	8	End of Liability date - YYYYMMDD	End of Liability--Year, Month, Day
23	REACT_DATE	Character	8	Date account re-activated YYYYMMDD	Reactivation Date--Year, Month, Day
24	SIC	Character	4		SIC
25	NAICS	Character	6		NAICS Code
26	AUXNAICS	Character	6		Used for NAICS Revisions

FIELD LAYOUT FOR CIPSEA-COMPLIANT QUARTERLY UNEMPLOYMENT INSURANCE DATA FROM THE  
QUARTERLY CENSUS OF EMPLOYMENT AND WAGES PROGRAM

27	OWN	Character	1	1=Federal Ownership Ownership Government Ownership Ownership 2=State 3=Local 5=Private	Ownership Code
28	ORG_TYPE	Character	1		Organization Type Code
29	CNTY	Character	3	3-digit FIPS county code	County Code
30	AUX	Character	1	Obsolete	Filler
31	M1	Character	6	May be -0- if source is CIPSEA-protected*	Month 1 Employment
32	M2	Character	6	May be -0- if source is CIPSEA-protected*	Month 2 Employment
33	M3	Character	6	May be -0- if source is CIPSEA-protected*	Month 3 Employment
34	WAGE	Character	11	Total Wages	Total Wages
35	MEEI	Character	1	1=Single Unit Unit Master Record 4=Known Refusal,treat as single Master w/ <10 employees, treat as single 2=Multiple 3=Worksite 6=Multi	MEEI Code of reporting unit
36	COMMENT	Character	6	Will be blank if CIPSEA-protected	Comment codes
37	CIPSEA FLAG	Character	1	"M" if M1, M2 and M3 CIPSEA-protected	
		Total:	334		

\*If source of information is the Current Employment Statistics (CES) M1, M2 and M3 will be zero and the 6-digit comment code field will be blank on all records.



**PERSONAL CONFIDENTIALITY STATEMENT**

I, Michael Jones, am an employee/agent/contractor of University of Cincinnati, which has entered into an Agreement for the Release of Confidential Information with the Ohio Department of Job and Family Services. I understand that in the course of my employment I may have access to confidential information from the ODJFS Office of Unemployment Insurance Operation (OUIO), as specified in this agreement: wage data, such as an individual's name, social security number, quarterly wages, and quarterly weeks worked; and/or employer data, such as a specific employer's name, address, account number, federal identification number, National American Industry Classification System (NAICS) code; and/or unemployment compensation benefits data, such as a given individual's name, address, telephone number, social security number, demographics (e.g., ethnicity, race, gender and educational level), eligibility for benefits, and benefit payments.

In connection with access to any confidential information furnished by ODJFS OUIO, I acknowledge and agree to abide by the terms of the above-cited agreement, as well as the following:

- I will access and use the confidential information only as is necessary for the performance of my official job duties for the purpose(s) specified in this agreement and in compliance with the applicable provisions of the unemployment insurance laws of Ohio. Information may be provided, upon request, to the Medicaid Health Care Fraud division at the Office of the Attorney General of the state of Ohio.
- I will store the confidential information only on my employer's premises 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.
- I will process the information and any records created from the information in a manner which will protect confidentiality by direct or indirect means, and in such a way that unauthorized persons cannot retrieve the information by any means.
- I will retain identifiable records only for the period of time required and will then destroy the records.
- I will immediately notify the Information Sharing Coordinator, ODJFS, Office of Unemployment Insurance Operation, Bureau of Program Services, of any suspected or actual violation of confidentiality.
- I have read the above-cited agreement and will comply with the terms, including but not limited to, the following: protecting the confidentiality of my personal access codes (e.g., username, password, etc.); securing computer equipment, disks and offices in which the confidential data may be kept; verifying that individuals requesting access to the data are authorized to receive them; and following procedures for the timely destruction of the data.
- I understand if I knowingly and intentionally violate any confidentiality provisions, my access privileges may immediately be suspended or terminated. I further acknowledge that if I knowingly and intentionally disclose confidential information, I may be subject to dismissal from state service, as well as a fine and/or imprisonment under Section 4141.99 of the Ohio Revised Code.

**By signing below, I acknowledge that I have read and understood the confidentiality requirements of ODJFS OUIO information, as well as the possible penalties for failure to comply, and will adhere to them.**

Signature: Michael Jones Date: 06/06/2020

Printed Name: Michael Jones

Agency/Company Name: University of Cincinnati

## UCE Research Request Form

All researchers from the University of Cincinnati's Department of Economics (UCE) using Ohio Department of Job and Family Services (ODJFS) CIPSEA-Compliant Quarterly Unemployment Insurance data and Longitudinal Database (LDB) data from the Quarterly Census of Employment and Wages (QCEW) program are strictly bound by the provisions of the Agreement between ODJFS and UCE.

The purpose of this form is to request ODJFS approval of specific research projects that involve the use of ODJFS QCEW data provided to UCE under the above-referenced Agreement. UCE expressly understands that approval of research projects is at ODJFS' sole discretion.

### Description of Research and Use of ODJFS CIPSEA-compliant QCEW.

Please provide the following details for the requested research project:

1. Title of the project:
2. Estimated project timeline:
3. Brief description of the project:
4. Description of the information/data to be used (i.e., detailed list of variables), including time-series data to be used (e.g., 1<sup>st</sup> Quarter 2016 through 3<sup>rd</sup> Quarter 2016, historical, etc.) and expected frequency of data to be used (i.e., Quarterly, Annually) *List here or attach.*
5. Define the purpose for using the information/data, including the type of analyses to be conducted, other data to be used/examined, the distribution and publication plan, etc. Simply referencing attachments that fully describe research proposals will be considered an insufficient response. The response entered on this form should provide sufficient detail for ODJFS to determine if the data will be used within the limitations allowable for the research:
6. Define how the research or use of data might improve employment and training services in Ohio:
7. Describe how this research will be beneficial to ODJFS: