

## F. Other Fees/Charges

Any additional items or activity not listed above will be billed as costs are incurred. Generally, the items to be billed will be identified in the data-sharing agreement. The basis for most fees will be actual cost to DERS. Examples of items in this category include the production of any disks or tapes, specialized reports, and any programming activity. Terms of payment will be specified in the data-sharing agreement.

## IV. Contact information

Organizations within and outside of the Arizona Department of Economic Security that would like additional information regarding any item on this fee schedule should contact the following unit:

### Arizona Department of Economic Security

#### Data Security Unit – Mail Drop 5279

PO Box 6123

Phoenix, Arizona 85005-6123

Telephone: (602) 542-5939

FAX: (602) 771-9031

Email: [EDataSecurityUnit@azdes.gov](mailto:EDataSecurityUnit@azdes.gov)

The Department of Economic Security DERS has prepared this pamphlet in order to conform to federal and state regulations governing data-sharing, confidentiality and cost recovery. The information contained in this publication explains the conditions under which data may be disclosed, and the fees charged by DERS for that disclosure.



Division of Employment & Rehabilitation Services (DERS)

## DATA DISCLOSURE INFORMATION AND FEE SCHEDULE

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. Auxiliary aids and services are available upon request to individuals with disabilities. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

PAU-592 (4-18)

## I. Policy Regarding Data Disclosure

- A. DERS data is confidential and protected by both federal and state legislation regarding confidentiality. Requests for release of DERS data will be granted under the following conditions:
  1. The requesting entity must document that it has some basis in the law which requires that the information be obtained, or that it has some other legitimate reason for making the request.
  2. Releasing the information to the requesting entity must not in any way be contrary to any applicable state or federal law or regulation, and must not cause any detriment to DERS, its employees or its clients.
  3. Occasional requests for data may be submitted to the Custodian of Records without the need for a data-sharing agreement. Any requesting entity which submits an average of five or more requests for benefits (claimant) or tax (employer) information per month for any three consecutive months must apply for a data-sharing agreement.

If applicable under AAC R6-3-1403.A or Section 303(i)(1)(A) of the Social Security Act, requests sent to either the Custodian of Benefits Records or the Custodian of Tax Records must be accompanied by a release signed by the appropriate claimant or employer before information is disclosed.
- B. The following conditions apply to all DERS data shared with a requesting entity:
  1. If the requesting entity fails to comply with **any** provision of an agreement, including non-payment of fees, the agreement may be suspended and further disclosure of data prohibited.
  2. If the requesting entity fails to comply with **any** provision of an agreement or is responsible for any consequence which is in violation of an agreement, or in any way compromises the confidentiality of the data, the requesting agency may be liable for any costs incurred by DERS in seeking to rectify the situation. Such costs may include damages, penalties and restitution.
  3. Unauthorized disclosure of confidential information as provided by ARS §23-722 and ARS §41-1959 may result in class 3 or class 2 misdemeanors, respectively.
  4. Computer fraud as defined in ARS §13-2316 may result in either a class 3 or a class 6 felony.

## **II. List of Fees**

The costs below are those identified by DERS as reimbursable. They include fees pertaining to the establishment and maintenance of data-sharing agreements as well as fees relating more directly to the costs of data disclosure. They consist of all development, data transfer and administrative costs associated with the data-sharing process, as provided by **20 Code of Federal Regulations and ARS 12-351**.

A. Start-Up Cost	\$300.00
B. Renewal Cost	\$135.00 per renewal
C. On-Line Computer Access Costs	
1. GUIDE Signons	\$ 7.00 per signon
2. TEAM Access	\$ 7.00 per user
3. Internal Monitoring	\$ 16.00 per year
4. External Monitoring	
Basic visit	\$ 26.00 per hour
Travel-related and other expenses	Actual cost
5. Training	\$ 27.00 per hour
6. Additional/Other	Actual cost
D. Costs for data disclosed by a custodian of records (delivered by mail, or by FAX)	
Benefits -602-252-9586 Tax-602-532-5336	
1. Requests to Benefits Custodian of Records	\$ 1.00 for first page, \$.25 per additional page plus postage/delivery
2. Requests to Tax Custodian of Records	\$ 1.00 for first page, \$.25 per additional page plus postage/delivery
3. Postage/Delivery	Actual cost or \$2.00 per page for FAX
E. Subpoenas	\$ .10 per page plus staff time and postage
F. Other Fees/Charges	Actual cost

## **III. Explanation of Fees**

Federal regulations specifically state that Unemployment Insurance funds may not be used to pay costs for data disclosure. The fees in Section II will be the amounts applied unless superseded by any statute or other authority. An invoice will be sent to the requesting entity at the time the agreement is implemented that will identify initial charges. Payment will be due within 30 days of agreement execution unless otherwise indicated. Isolated requests, not covered by an agreement, must be accompanied by payment. Any requests received without proper remuneration will not be honored.

### **A. Start-Up Cost**

Start-up fees include those costs incurred by DERS in preparation for making the requested disclosure of data. These primarily consist of the time expended to establish a data-sharing agreement, to handle billings and receipts, and to establish and verify that sufficient security procedures are in place.

### **B. Renewal Cost**

Renewal costs are all costs incurred to renew an agreement, including a review of the agreement history, documentation to establish the renewal, the calculation of costs, and reverification of security procedures.

### **C. On-Line Costs**

These represent costs related to providing on-line computer access to authorized personnel of the requesting entity.

### **1. GUIDE Signons**

These costs include receipt and review of access request forms, security software changes to allow the requested access, and assignment and maintenance of user signons for the GUIDE system.

### **2. TEAM Access**

Cost for TEAM access includes receipt and review of access request forms, and security software changes to allow the access for the agency's identified users.

### **3. Internal Monitoring**

Internal Monitoring costs are those included in, but are not limited to, the time expended in daily review of on-line activity to ensure compliance with the terms of the data-sharing agreement. This fee is based on the number of agencies having on-line access to DERS database.

### **4. External Monitoring**

These costs represent the time it takes for a DERS Security Representative to make a visit to a location receiving access to DERS data to ensure that all confidentiality requirements, as specified in the data-sharing agreement, are being met. One visit per year may be conducted as part of the DERS's routine security activity. If serious security incidents occur, or DERS feels that security requirements are not being met or adequately addressed, additional visits may be necessary. Any charges related to the visits will be billed as incurred.

### **5. Training**

Training is optional for data-sharing agreements. If the requester wishes to have training in the use of Unemployment Insurance screens, it will be provided by DERS staff.

### **6. Additional/Other**

There may be other costs for travel, materials, etc., which are not necessarily specified in the data-sharing agreement at the time an agreement is established. Should such costs be incurred, they will be the responsibility of the requester and will be billed to the requester with payment due within 30 days after an invoice is sent.

### **D. Costs for data disclosed by a custodian of records**

The per-inquiry fees include costs to review each request, the time spent to produce the response, and equipment usage. Unless otherwise specified in a data-sharing agreement, fees must accompany each request.

DERS will charge actual cost for any information sent to the requester through the U. S. Postal Service or delivered by other means. Unless other arrangements are made, or covered in a data-sharing agreement, a self-addressed stamped envelope or other delivery payment must accompany each request.

### **E. Subpoenas**

Per ARS §12-351, reimbursement for subpoenas includes the cost of document reproduction, plus clerical costs incurred in locating and making the document(s) available, billed at the rate of \$.10 per page and \$10.00 per hour per person.