

DATA SHARING AGREEMENT

I. Definitions

- a. "Commerce" means Washington State Department of Commerce and its employees and authorized agents.
- b. "Confidential Information" means information gained by reason of this Contract only for purposes of this Contract.
- c. "Contract" refers to the 2013 Commerce Work Programs Contract, including all amendments.
- d. "Contracting Officer," means the Contracts Administrator, or successor, of Central Contract Services or successor section or Office.
- e. "Contractor" the entity performing services pursuant to this Contract and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Contract. For purposes of this Contract, the Contractor shall not be considered an employee or agent of the Commerce.
- f. "Data" means the information that is disclosed or exchanged as described by this Contract.
- g. "Data Provider" means the entity that is disclosing their Data for use by the Data Recipient for completion of this Contract.
- h. "Data Recipient" means the entity that is receiving the Data from the Data Provider for purposes of completion of this Contract.
- i. "DSHS" means the State of Washington's Department of Social and Health Services and its employees and authorized agents.
- j. "eJAS" means the JOBS Automated System on the web, in which DSHS is the owner.
- k. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- l. "RCW" means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended, or replacement statute.
- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "SGN" means State Government Network.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity (Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

- p. "WAC" means the Washington Administrative Code. All references in the Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.
- q. "WorkFirst Clients" means clients who are TANF cash recipients.

II. Statement of Work

- a. **Programs Receiving and Providing Data:** The Contractor is the data recipient. DSHS is the data provider.
- b. **Purpose:** This Data Sharing Agreement provides the terms and conditions by which Commerce and DSHS will allow limited electronic access to the web-based JAS (hereinafter called eJAS). Commerce and DSHS sets forth, and the Contractor agrees to abide by these terms and conditions for the access, use, transmission and disclosure of Data. Guidelines for the access, use, transmission, and disclosure of the Data are provided to ensure the confidentiality of the Data is protected in accordance with law.
- c. **Subcontractors:** The Contractor shall ensure these terms and conditions, including the access to data, security, and disposition of data, confidentiality and nondisclosure, and penalty provisions are included in any subcontract they may enter into for the provision of WorkFirst services, if the subcontractor will be granted access to eJAS. The Contractor shall be responsible for the acts and omissions of any of their subcontractors.

d. **Description of Data**

DSHS will give Commerce and their Contractor's staff Read Only access unless otherwise specified to the following data elements within their assigned caseloads in eJAS:

1. Caseload Client List
2. Demographics
3. Same component access as DSHS, except those identified as "Special Records"
4. Component History
5. Individual Responsibility Plans
6. Employment History: Write
7. Notes as follows:
 - i) Non-Special Records: Write
 - ii) Special Records: Write Only
 - iii) Comprehensive Evaluation:
 - a. General Questions Section
 - b. College Evaluation Section
 - c. ESD Employment Plan Section
 - d. DSHS Final Decision
8. DSHS/Commerce Funding History

9. Message Center/e-Message: Read and Write
10. Follow-up Messages: Read and Write
11. Frequently Asked Questions (FAQ)
12. Work Plan: Read and Write
13. Community Jobs Module: Read and Write

e. Data Access or Transfer

1. In order to enter specific WorkFirst client data and review existing caseload information as described above, data shall be accessed through:
 - i) Personal computers attached to a Local Area Network (LAN) on the State Governmental Network (SGN) using a unique sign in login ID and a complex password (changed every 60 days), or
 - ii) Internet access secured through the Fortress server (for non-Washington state employees) using a unique sign in login ID and has a complex password (changed every 60 days.)
2. Data shall be limited to authorized Contractor staff whose duties require access to such Data in the performance of their assigned duties. The Contractor shall inform Commerce, within seven (7) business days, when Contractor staff no longer need access to data.
3. Commerce reserves the right to revoke, at any time, an individual's authorization to access data. Commerce shall send a written Notice of Termination of Access, effective upon date of receipt, to the Contractor.
4. Commerce does not allow shared User IDs and passwords for use with confidential information. Contractor staff shall not share User IDs and passwords.
5. Contractor agrees that DSHS and Commerce retains all ownership rights to the electronic data file(s) referred to in this Contract and that Contractor does not obtain any right, title, or interest in any of the data furnished by DSHS.
6. Contractor shall notify the Commerce within 24 hours of unauthorized disclosure, once such disclosure has been discovered by Contractor.
7. Commerce will provide Contractor with Commerce User IDs for purposes of providing contracted services.

f. Limitations on Use of Data

If the Data and analyses generated by Data Recipient, (e.g. reports, research, papers, etc.) contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by Commerce prior to publication in any medium or presentation in any forum.

g. Security of Data

1. The Contractor shall allow only authorized personnel access to the Data. Data will be protected in a manner that prevents unauthorized persons from retrieving Data by means of computer, remote terminal or other means.
2. The Contractor shall maintain all hard copies of information in a locked filing cabinet when not in use and only authorized users shall have the key.
3. The Data provided under this Contract will remain the property of the Data Provider and will be promptly destroyed by the Data Recipient, or returned to the Data Provider, when the work for which the Data was required, as fully described herein, is completed. The Contractor shall remove data received under this Contract from computer equipment after its been used for its stated purposes by using a "WIPE" utility for purging the Data from electronic storage media, degaussing the media, or physically destroying the media in such a way that Data cannot be recovered. Media includes, but is not limited to, the following:
 - i) Hard drives – Zero fill or Wipe utility to destroy data in file space
 - ii) Floppy disks – Physical destruction of the media
 - iii) Magnetic tapes (reels or cartridges) – Degaussing or cross-cut shredding of the tape
 - iv) Compact Disks (CDs), Digital Video Disks (DVDs) – Scour readable (label) side with coarse abrasive or shred
 - v) Zip disks, JAZZ disk, and other removable magnetic media (other than floppy disks) – Zero fill or Wipe utility to destroy data in file space.
 - vi) Storage Area Networks (SAN)
4. The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed, so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to Commerce. Commerce will be responsible for destroying the returned documents to ensure confidentiality is maintained. The data provided by DSHS will remain the property of DSHS and will be promptly destroyed when Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.
5. The Contractor shall protect information according to federal and state laws including the following incorporated by reference.
 - i) Chapter 74.04 RCW Public Assistance – General Provision – Administration
 - ii) Chapter 42.56 RCW Disclosure – Campaign Finances – Lobbying - Records

h. Confidentiality and Nondisclosure

1. The data to be shared under this Contract is confidential in nature and is subject to state and federal confidentiality requirements that bind the Contractor, its employees, and its subcontractors to protect the confidentiality of the personal information contained in eJAS. The Contractor may use personal data and other data gained by reason of this Contract only for the purpose of this Contract.
2. The Contractor shall maintain the confidentiality of personal data in accordance with state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure. The Contractor agrees to keep client information according to DSHS policy and procedures (see Sections e & g on pages 3 & 4.)
3. The Contractor shall not disclose, transfer, or sell any data as described in this Contract to any party, in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule or regulation.
4. The Contractor's staff shall not re-disclose the data unless specifically authorized in this amendment by prior written consent of Commerce.
5. The Contractor must provide annually, a signed Notice of Nondisclosure form from all employees with access to the Data to remind them of the limitations, use or publishing of Data. The Notice of Nondisclosure shall be completed and signed by any individual needing access to Data prior to allowing the individual access. The form provided by Commerce is attached as Attachment F. The Contractor shall maintain such document on file.
6. The Contractor shall ensure these guidelines are included in any subcontract they may enter into. The Contractor shall be responsible for the acts and omissions of any of its subcontractors.

i. **Penalty**

The Contractor shall ensure employees, subcontractors, volunteers, etc., who have access to Data information under this Contract, are made fully aware of the following penalty:

1. Violations of the Nondisclosure provisions of this Contract may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 7A.04.060, punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars.
2. Contractor will notify all authorized persons, who require access to data, of the use and disclosure requirements and the penalties for unauthorized use/disclosure.

Billing Procedure

The Data provided under this Contract is provided at no charge to the Contractor.

Any costs incurred in order for the Contractor to access client data will be the responsibility of the Contractor. This includes any costs for hardware/software upgrades, and costs to improve any systems or processors that will enable the Contractor to access the Data.