

Commerce WorkFirst Programs FY24.25 Data Sharing Agreement

Contractor understands the data obtained through the Commerce WorkFirst Program is owned by the Department of Social and Health Services (DSHS), and the Commerce WorkFirst Program is carried out through an interagency agreement between DSHS & the Department of Commerce (Commerce). The Commerce Contractor agrees to the terms herein.

1. Data Sharing

1. Program Receiving and Providing Data

Commerce Contractor is the data recipient. COMMERCE/DSHS is the data provider. Contact information for both parties is listed on page one of this Agreement.

2. Purpose

This Agreement provides the terms and conditions by which COMMERCE will allow limited electronic access to the JOBS Automated System (JAS) and web-based JAS (hereinafter called eJAS). The parties agree to give each other access to each other's information for the purpose of tracking and monitoring caseloads, program policies, expenditures, performance measures and client participation in the WorkFirst program. Guidelines for the access, use, transmission, and disclosure of the Data are provided to ensure the confidentiality of the Data is protection in accordance with law.

3. Subcontractors

The parties shall each 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 if the contractors will be granted access to JAS and eJAS. Contractor shall each be responsible for the acts and omissions of any of their subcontractors.

4. Description of Data

COMMERCE shall give Contractor Read Only Access unless otherwise specified to the following WorkFirst data elements in the JAS/eJAS programs:

1. Caseload Client Search/List
2. Demographics
3. Component History
4. Components
 - (a) BE, Basic Education
 - (b) CC, Caring for a Child of a WorkFirst participant
 - (c) CJ, Community Jobs, Write
 - (d) ES, ESL
 - (e) FT, Full-time Employment, Write
 - (f) GE, General Education
 - (g) HS, High School
 - (h) HW, High Wage or High Demand
 - (i) IT, Intensive In-home Services
 - (j) JC, Job Connection
 - (k) JS, Job Search, Write

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- (l) JT, Job Skills Training, Write
 - (m) JP, Job Preparation when available
 - (n) LP, LEP Pathway
 - (o) OT, On the Job Training
 - (p) PE, Pre-employment Training
 - (q) PI, Pregnancy to Employment
 - (r) PP, Protective Payee
 - (s) PR, Processing Referral Back
 - (t) PS, Post-employment, Write
 - (u) PT, Part-time Employment, Write
 - (v) PU, PRUCOL Activities
 - (w) RA, Referred to Community Colleges
 - (x) RB, Referred Back,
 - (y) RI, Job Search Preparation
 - (z) RJ, Referral to CJ Providers, Write
 - (aa) RO, Other Referral
 - (bb)RS, Retention Services, Write
 - (cc) RT, Referral to Tribal Services
 - (dd)RZ, Referral to Community Colleges, PE/HW
 - (ee)SA, Sanction
 - (ff) TP, Teen Parent Barrier Removal
 - (gg)VE, Vocational Education
 - (hh)VS, Voluntary Community Service, Write
 - (ii) VU, Vocational Unapproved
 - (jj) WC, Community Works, Write
 - (kk) WE, Work Experience, Write
 - (ll) XB, Applying for SSI or other benefits
 - (mm) XC, No child care available
 - (nn)XD, In a Division of Vocational Rehabilitation plan
 - (oo)XH, Homeless
 - (pp)XJ, Learning Disability Services
 - (qq)XM, Medical Treatment
 - (rr) XP, Parenting Skills
 - (ss) ZA, 55 or older caretaker relative
 - (tt) ZB, Caring for an adult with disabilities
 - (uu)ZC, Caring for a Child with Special Needs
 - (vv) Adult with severe and chronic disabilities or applying for SSI
5. Individual Responsibility Plans
 6. Employment History: Write
 7. Notes as follows:
 - (a) Non-Special Records: Write

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- (b) Special Records: Write
 - (c) Assessment: Read for monitoring purposes as approved by DSHS
 - (d) Case Staffing: Read for monitoring purposes as approved by DSHS
 - (e) Whole Family Services: Read for monitoring as approved by DSHS
8. DSHS Funding/Payment History
 9. Message Center/e-Message: Write
 10. Follow-up Messages: Write
 11. Non-Special Records WorkFirst Reports/Ad hoc Reports: Write
 12. Frequently Asked Questions (FAQ)
 13. Success Plan
 14. Subcategory Funding Information: All except for Counseling (64), Medical Exams (37), and Testing Diagnostic (34).
 15. Education and Training Worksheet
 16. Any common data elements developed jointly needed to perform the duties of the WorkFirst Program.
 17. COMMERCE will give DSHS Read Only access unless otherwise specified to the following data elements in the eJAS programs:
 - (a) COMMERCE Funding History
 - (b) Individual Development Plan, Career Plan, Career Development Plan, Community Works Plan
 - (c) Any common data elements developed jointly needed to perform the duties of the WF program.
 18. COMMERCE will give their authorized Contractors' staff "Read Only" access unless otherwise specified to the following data elements within their assigned caseloads:
 - (a) Caseload Client List
 - (b) Demographics
 - (c) Same component access as COMMERCE
 - (d) Component History
 - (e) Individual Responsibility Plans
 - (f) Employment History: Write
 - (g) 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
 - (h) DSHS/COMMERCE Funding History
 - (i) Message Center/e-Message, Write
 - (j) Follow-up Messages: Write

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- (k) Frequently Asked Questions (FAQ)
- (l) Success Plan
- (m) Success Coach Notes
- (n) Post-employment: Write

5. Data Access or Transfer

In order to enter specific client data and review existing caseload information as described above, under this Agreement data shall be accessed through:

1. 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 90 days), or
2. E-JAS shall be accessed from the internet via an approved, Secured Gateway using a unique sign-in Login ID and a complex password. (Changed every 90 days.)
3. Data shall be limited to authorized staff within the Contractor whose duties require access to such Data in the performance of their assigned duties. Both parties reserve the right to revoke, at any time, an individual's authorization to access data. The party revoking authorization shall send a written Notice of Termination of Access, effective upon date of receipt, to the effected individual. Such notice shall be made by Certified mail.

6. Limitations on Use of Data

1. If the Data and analyses generated by Data Recipient contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.
2. The Contractor shall protect information according to federal and state laws including the following incorporated by reference:
 - (a) Chapter 74.04 RCW General Provision- Administration
 - (b) Chapter 42.17 RCW Disclosure – Campaign Finances – Lobbying – Records

2. **Notice of Nondisclosure**

1. The Contractor shall:

1. Ensure each employee, volunteer, etc. who will have access to client confidential information signs an “ESA Nondisclosure of Confidential Information, Non-Employee” form (hereafter, referenced as “nondisclosure form”) provided by COMMERCE when a new contract is issued and signed annually thereafter.
2. Remind employees, volunteers, etc. annually of COMMERCE non-disclosure requirements.
3. Retain copies of all signed nondisclosure forms on file for monitoring purposes and must be made available for COMMERCE review upon request.
4. COMMERCE will only grant access to client confidential data as required to provide services under this contract.
5. Take precautions to secure against unauthorized physical and electronic access to client data in a manner to prevent unauthorized access persons, including the public, from retrieving data by means of computer, remote terminal, or other means.

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6. Notify the COMMERCE, Contract Contact listed on page one of this contract within one (1) business day if unauthorized, disclosure or potential compromise of shared client data is discovered by the Contractor.
7. Take note that violations of the nondisclosure provisions of this contract may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 74.04.060, punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars. Sanctions also may apply under other state and federal law, including civil and criminal penalties for violations of the HIPAA Privacy and Security rules.

2. Penalty

Contractor shall ensure employees, sub-contractors, volunteers, etc. who have access to data information under this Agreement are made fully aware of the following penalty:

1. Violations of the nondisclosure provisions of this Agreement may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 74.04.060, 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 penalties for unauthorized use/disclosure.

3. Payment

1. The Data provided under this Contract is provided at no charge to Contractor. Each party shall be responsible for any expenses incurred in providing or receiving Data. In exchange for the receipt of data, Contractor agrees to abide by the terms and conditions in this Contract.
2. Any costs incurred in order for Contractor to access client data will be the responsibility of Contractor. This includes any costs for hardware/software upgrades, and costs to improve any systems or processors that will enable Contractor to access the data.

4. Data Provisions

The Contractor or Contractors' staff may not release any information to any other agency or person without specific written consent. Unauthorized disclosure of information is a gross misdemeanor, punishable by law. The Contractor is subject to the same standards and laws of confidentiality as is COMMERCE.

5. Data Access

1. The Contractor shall limit access to the client data to authorized staff whose duties specifically require access to such data in the performance of their assigned duties. Prior to making eligible client data available, the Contractor shall notify all staff with access to data of the authorized use and disclosure requirements identified in Agreement on Attachments I and I-1 "Non-disclosure of Confidential Information."
2. COMMERCE reserves the right to revoke, at any time, an individual's authorization to access information. COMMERCE shall send a written Notice Termination of Access, effective no later than date of receipt, to the effected individual. Such notice shall be made by certified mail.