



**DATA SHARING AND CONFIDENTIALITY AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND
LORAIN COUNTY COMMUNITY COLLEGE**

D-1617-15-0660

This Agreement is entered into by and between the Ohio Department of Job and Family Services (ODJFS) and Lorain County Community College (LCCC).

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

This Agreement is entered into by ODJFS and LCCC for the purpose of providing LCCC with participant data that is entered by LCCC into the Ohio Workforce Case Management System (OWCMS). The data will be provided in an electronic format that will allow LCCC to crossmatch the data with the participant data from other sources to accurately assess the progress of the Ohio TechNet project participants for the Trade Adjustment Community College and Career Training (TACCCT) federal grant and pursuant to 20 CFR Part 603.

The Agreement Manager for ODJFS is Keith Ewald, or his successor.

ARTICLE II – RECORDS DESCRIPTION

ODJFS will provide LCCC participant data from OWCMS that LCCC inputs into the OWCMS system for the Ohio TechNet project. The data will be provided via secure electronic file transfer or other secure method mutually agreed to by the parties. ODJFS and LCCC will exchange information in the form identified in Attachment A of this Agreement or other form to which both parties agree in writing.

ARTICLE III – VERIFICATION PROCEDURES

ODJFS makes no guarantee as to the accuracy or currency of the information provided to LCCC pursuant to this Agreement.

ARTICLE IV - CONFIDENTIALITY OF INFORMATION

- A. LCCC 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. LCCC 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. Code of Federal Regulations, 20 CFR Part 603; and
 2. United States Department of Labor Training and Employment Guidance Letter (TEGL) 39-11.
- B. LCCC shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected personal data that it creates, receives, maintains, or transmits against any unlawful or unauthorized use, transmission or disclosure.
- C. ODJFS will prepare data pursuant to the security and encryption standards found in Ohio Administrative Policy IT-13, Data Classification; Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; Ohio Administrative Policy IT-14, Data encryption and securing sensitive data; and NIST Special Publication 800-53, Revision 4. LCCC shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).
- D. LCCC agrees and acknowledges that the information provided by ODJFS may be considered confidential or

proprietary under the laws of the State of Ohio or under federal law. If LCCC, as a public entity, receives a public records request for information related to this Agreement, it will be LCCC's sole responsibility to determine what information is confidential or proprietary, and to have such confidential or proprietary information withheld from the document prior to releasing it. LCCC 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 42 USC 503(a) and 1320b-7, 20 CFR Part 603, Internal Revenue Code 6103(p)(4) and IRS Publication 1075. LCCC specifically agrees that the provisions of ORC Chapter 4141 and applicable OAC rules will apply with respect to confidentiality of information and any use or redisclosure of information provided to it, with venue solely in Franklin County, Ohio.

ARTICLE V – SECURITY PROCEDURES

- A. LCCC will immediately notify the ODJFS Agreement Manager of any suspected or actual violation of the terms of this Agreement.
- B. LCCC shall act in compliance with Ohio law in the event of a breach of data security.
- C. LCCC shall provide appropriate training to all staff that work with ODJFS records in regards to all confidentiality and security measures needed.
- D. A portion of LCCC's participant data includes participant data for those who are not co-enrolled in OWCMS, which carries special data destruction obligations under the TACCCT grant and Family Educational Rights and Privacy Act (FERPA), referred to as "FERPA Data." LCCC will identify FERPA Data when sending it to ODJFS. FERPA Data will be entered into the OWCMS Ohio TechNet special office with the same security and encryption standards as in Section C of Article IV. At the end of the term of this Agreement, ODJFS certifies that it shall destroy all FERPA Data including any copies of the FERPA Data that may reside in system backups, temporary files, or other storage media according to National Institute of Standards and Technology (NIST) Special Publication 800-88 Guidelines for Media Sanitation 2014.

ARTICLE VI - EFFECTIVE DATE OF THE AGREEMENT

- A. Upon approval by the Director of ODJFS, this Agreement shall be in effect from April 21, 2017 through December 31, 2018, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the expiration date. This Agreement may be renewed upon continued statutory authority for disclosure of data and at the sole discretion of ODJFS.
- B. The Confidentiality provisions of this Agreement shall survive the expiration/termination of this Agreement.

ARTICLE VII - COST OF DATA PREPARATION

The parties agree that no reimbursement will be sought under the terms of this Data Sharing Agreement.

ARTICLE VIII - 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 LCCC, in the event of disapproval by a federal administrative agency, if ODJFS discovers any illegal conduct on the part of LCCC or if there is any breach of the confidentiality provisions of this Agreement.
- C. In the event changes in either state or federal law or regulations occur that render performance hereunder illegal, void, impracticable or impossible, this Agreement will terminate immediately.
- D. Notice of termination or suspension under either Section A or B of this Article must be sent to: ODJFS at: Ohio Department of Job and Family Services, Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215; and to the representative of LCCC at the address appearing on the signature page of this Agreement.

ARTICLE IX - BREACH OR DEFAULT

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, the non-breaching party 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 the non-breaching party retains the right to exercise all remedies hereinabove mentioned.
- B. If either party fails to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party, such waiver will be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS shall not be effective unless it is in writing signed by the ODJFS Director. Waiver by LCCC shall not be effective unless it is in writing and signed by an authorized representative of LCCC.

ARTICLE X - AMENDMENTS

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 an authorized representative of LCCC. 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.

ARTICLE XI - LIMITATION OF LIABILITY

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, LCCC agrees to be responsible for any liability directly related to any and all acts of negligence by LCCC.

ARTICLE XII - CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. 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, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

ARTICLE XIII – 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.

Signature Page Follows:

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THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LORAIN COUNTY COMMUNITY COLLEGE**

Signature Page

D-1617-15-0660

IN WITNESS WHEREOF, 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.

Lorain County Community College

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Cynthia C. Dungey, Director

Printed Name

Date

Date

1005 North Abbe Road, SP220
Elyria, Ohio 44035

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

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Data Elements Entered by Lorain CCC/Ohio TechNet

Listed below are all fields entered by Lorain County Community College/Ohio TechNet (OTN) to be exported:

Basic Intake

General

- Intake Date
- SSN
- First Name
- Middle Initial
- Last Name
- Street Address
- City
- State
- Zip
- Email Address
- Date of Birth
- Gender
- Ethnicity
- Native or Primary Language
- Race
- Phone
- Alternative/Message Phone
- Emergency Contact
- Phone (of Emergency Contact)

Additional

- UI Status at Intake
- Education Level
- Migrant Seasonal/Farmworker?
- Education Status
- Have you served in US Military?
- Are you a Spouse of a Veteran?
- Are you Homeless?
- Veteran Status

Program Data

- Citizenship
- Documented Reason for Youth Eligibility
- Youth Barriers Documentation
- Registered for Selective Service
- Family Size
- Local Use One

Services

- Program Affiliation
- Service Type
- Service/Activity
- Provider
- Program
- ONET Code

Data Elements Entered by Lorain CCC/Ohio TechNet

- **Actual Start Date**
- **Planned End Date**
- **Actual End Date**
- **Instruction**
- **Credential/Outcome**
- **Credential Date**
- **Service/Activity Outcome**

Employment Assessment

Note that employment information on Participant Intake Form (PIF) will be entered in this window and may include:

- **Employer Name**
- **Ending Salary**
- **Salary Interval**
- **Hours/Week**


Job Placement

New Job

This window will be used to record new employment acquired by participants during the course of the project. The following information may or may not be gathered through navigator communication with participants. Note that collection of all information is ideal, but not necessarily likely.

- **Name**
- **Employer Name**
- **Address**
- **City**
- **County**
- **Zip**
- **Hire Date**
- **Employment Start Date**
- **Starting Wages**
- **Salary Interval**
- **Employment Type**
- **Hours Per Week**
- **Job Title**

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

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