

Minnesota Department of Employment and Economic Development Data Sharing Agreement

This agreement is between the Minnesota Department of Employment and Economic Development (DEED) and Social Dynamics, LLC <http://socialdynamicsllc.com/index.html>

Purpose of Agreement

The US Department of Labor (DOL) awarded DEED a Disability Employment Initiative grant to assist individuals receiving disability insurance in becoming employed. Social Dynamics has been retained by DOL to evaluate the effectiveness of the project and needs individual-level state data for its analysis.

Recitals

1. Under Minn. Stat. § 116J.035 subd. 6 DEED is empowered to enter into income contracts.
2. Under Minn Stat § 268.19 Unemployment Insurance (UI) data is designated as private data on an individual and nonpublic data not on individuals.
3. Under Minn Stat § 13.47 data in employment and training programs is private data on an individual
4. Under Minn Stat § 13.05 subd 7 DEED is permitted to create public summary data from private data.
5. DEED represents that it is duly qualified and agrees to provide the services described in this contract.

General Provisions

DEED will provide quarterly validated output files of Workforce Investment Act Standardized Record Data (WIASRD) and specified DEI data elements for Social Dynamics analysis. These files will have had any applicable Wage Record Interchange System (WRIS) data removed. Additionally a crosswalk of unique ID and Social Security numbers will be provided. Social Dynamics will analyze the data to determine the outcomes and effectiveness of the program as determined by US DOL. Portions of this work have been subcontracted to Mathematica, Inc. and Altarum Institute.

DEED agrees to use reasonable efforts to ensure that the data provided is accurate. However, Social Dynamics acknowledges that the information provided by DEED under the terms of this Agreement may contain inaccuracies because of errors made by employers in their reports to DEED, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

Contract

1 Term of Contract

Effective date: July 1, 2013 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

Expiration date: March 31, 2016 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Duties

Social Dynamics will, in general:

- Use DEED data only as authorized by this agreement
- Release only summary data
- Provide DEED with a copy of any report produced with the use of this data

- Agree to Minnesota Government Data Practices Act (MS13) standards
- Train all staff with access to DEED data on the rules of use and privacy requirements of this data;
- Maintain file of signed and DEED-approved data responsibility statements on all staff and contractors with access to DEED data;
- Destroy DEED data at the expiration of this agreement

DEED will, in general:

- Transmit applicable data using the Altarum Secure Network (ASN) via HTTPS providing FIPS 140-2-validated Level 1, AES 256 bit encryption utilizing SSL certificates authenticated by independent Certification Authorities (CAs). Submit quarterly report of WIASRD file – with non-Minnesota wage data removed and a crosswalk between unique ID and SSN included. Data will be provided as an encrypted, compressed, delimited text file that includes headers
- Submit quarterly report of demographic and service data on participants in Minnesota Youth Program (MYP) and other programs within which DEI youth participants are co-enrolled.
- Submit quarterly report of DEI Data System Data Elements in an encrypted, compressed, delimited text file that includes headers
- Submit reports within 45 days of end of quarter with the last report submitted February 15, 2016

3 Payment

Cost of production and submission of data is covered in the grant, no additional cost recovery needed.

4 Authorized Representatives

DEED's Authorized Representative is Deb Serum, DEED Data Practices Coordinator, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7193, Deb.Serum@state.mn.us, or her successor.

Social Dynamics, LLC's Authorized Representative is Douglas Klayman, Ph.D., President, Social Dynamics, LLC, 481 North Frederick Road, Suite 410, Gaithersburg, MD 20878, 301-990-1105, dklayman@socialdynamicsllc.com, or his successor.

5 Amendments, Waiver, and Contract Complete

5.1 Amendments

Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

5.2 Waiver

If DEED fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 Contract Complete

This contract contains all negotiations and agreements between DEED and Social Dynamics, LLC. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Government Data Practices

Social Dynamics, LLC must comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to all data provided under this contract. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either party.

Data and information provided by DEED will not be shared by the Purchaser with a third party without proper notification to DEED as follows and in accordance with the Parties' obligations to comply with the Minnesota Government Data Practices Act. If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify DEED. DEED will give the Purchaser instructions concerning the release of the data in accordance with the requirements of the Minnesota Data Practices Act to the requesting party before the data is released.

Information, regardless of format, will be stored and processed in such a way that prevents unauthorized access. Purchaser's employees and contractors will be informed of the sensitive nature of the information and proper handling and safeguard procedures. They will be instructed as to the consequences of improper use and will attest in writing to the policies and procedures regarding confidentiality of the data they receive from DEED.

Data supplied by DEED to the Purchaser will only be used for the agreed upon purpose and will be destroyed at the end of this project. If there is a breach in security of the data, the Purchaser will notify DEED immediately, and assume responsibility for any remedial action in accordance with the Minnesota Government Data Practices Act.

Additionally, Social Dynamics, LLC is required to abide by rigorous procedures to protect the confidentiality of data and to ensure that all confidential UI information will be safeguarded, as required by 20 CFR (Code of Federal Regulations) 603.9, against unauthorized access or re-disclosure. Specifically, Social Dynamics, LLC agrees to:

1. Use the data only for the specific purpose requested in this Agreement, and not re-disclose DEED data for any other purpose, except those required by law;
2. Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored;
3. Make the data accessible only to those Social Dynamics, LLC and subcontractor staff who require the data in the official performance of their job duties. All data will be kept in the strictest confidence and will be made available to on a "need-to-know" basis;
4. Instruct all staff with access to the data on the confidentiality requirements of this Agreement, the applicable Federal and State confidentiality requirements, and the sanctions specified by State law for unauthorized disclosure of information, and sign an acknowledgement that all personnel with access to the information will be so instructed;
5. Transmit the data by a secure method and encrypt all personally identifiable information (PII) during receipt, transmission, storage, maintenance, and use;
6. Notify DEED of any breach of security or system changes (hardware or software);
7. Maintain a system sufficient to allow an audit of compliance with these safeguard provisions;
8. Give access to DEED for on-site inspection to make sure that the requirements of the State law and this Agreement are met, such inspections shall be the sole expense of Social Dynamics, LLC; and
9. Adhere to subsequent U.S. Department of Labor and State guidelines on data handling during all phases of the project.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the DEED Authorized Representative.

9 Audit

Social Dynamics, LLC data handling and security processes and procedures are subject to audit.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

12 Contract Signatures

Social Dynamics, LLC	DEED
By: Douglas Klayman	By: Julie Freeman
Delegated Authority: Douglas Klayman	Delegated Authority: Julie Freeman
Title: President	Title: Chief Financial Officer
Date: 8-19-13	Date: 8/22/13