

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Ruth Gordon, Jefferson County Clerk

DATE: 1/3/11

SUBJECT: Contract with Washington State Employment Security Department


STATEMENT OF ISSUE: Pursuant to RCW 9.94A.760(17) the Clerks of Superior Court may enter into contracts with the Employment Security Department to gain access to their database in order to facilitate the collection of Legal Financial Obligations. We entered into an access contract with the Department in February, 2008. That contract is about to expire and the attached contract ~~amends~~ ^{extends} the same agreement through 2013. It also changes the contact person at ESD. TG

ANAYLSIS: This is access that the Clerk's Association fought hard to secure. Our use of the state database is tightly but reasonably proscribed. To be candid, this has not been a particularly useful tool for us, as our employed parties tend to make timely payments and our unemployed and under-the-table employed parties do not appear in the ESD database. Nonetheless, it is a potentially useful resource and we would like to keep the contract viable, as getting it restarted would be a very laborious process.

FISCAL IMPACT: There is no cost to the County for this access. There is a potential benefit to the County, should our access to employment information allow us to recoup court costs from defendants via higher collection rates.

RECOMMENDATION: Approve the attached contract.

REVIEWED BY:


Philip Morley, County Administrator

12/22/10

Date

MODIFICATION TO CONTRACT

ESD Contract Number: <u>K155</u>	Modification Number: <u>Mod. 1</u>
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Contractor Agreement Number: _____

Contract Title: Jefferson County Clerk

Contractor: _____

The Contract identified above, including any subsequent modifications thereto, is hereby amended, under the provision addressing changes and modifications, by the mutual consent of all parties hereto, as follows:

- ❖ Extend end date of contract to 12/31/2013
- ❖ Change contract manager from Neil Gorrell to Celia Nwankwo

All other terms and conditions of the original contract and any subsequent modifications thereto remain in full force and effect.

Contractor hereby acknowledges and accepts the terms and conditions of this modification.

Jefferson County

State Of Washington
Employment Security Department

By: _____

By: Nan Thomas

Title: _____

Title: Assistant Commissioner

Signature: _____

Signature: [Handwritten Signature]

Date: _____

Date: 12-3-10

Approved as to form only:
[Handwritten Signature] 12/20/2010
Jefferson Co. Prosecutor's Office

INTERAGENCY DATA SHARING AGREEMENT
BETWEEN
STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
AND
COUNTY CLERK FOR JEFFERSON COUNTY

This Agreement, pursuant to Chapter 50.13.020(2) Revised Code of Washington (RCW), is made and entered into by and between the Washington State Employment Security Department (hereinafter called "ESD") and the County Clerk for Jefferson County (hereinafter called "Requesting Entity"), pursuant to authority granted in Chapters 39.34, 50.13 and 50.38 RCW, relevant federal statutes, and related regulations.

Requesting Entity staff member responsible for management of this Contract is:

Name: Ruth Gordon
Title: Jefferson County Clerk
Telephone Number: (360) 385-9125
FAX Number: (360) 385-5672
E-mail: rgordon@co.jefferson.wa.us

ESD Program Manager responsible for the management of this Contract is:

Name: Neil Gorrell
Title: Deputy Assistant Commissioner
Unemployment Insurance (UI) Division
Telephone Number: (360) 902-9303
FAX Number: (360) 902-9329
E-mail: ngorrell@esd.wa.gov

PURPOSE

It is the purpose of this Agreement to set out the terms and conditions under which ESD will share confidential Unemployment Compensation (UC) employment and wage data with the Requesting Entity in accordance with authority granted through Chapters 50.13.020(2) RCW and 9.94A.760 RCW. The Requesting Entity will use the confidential data for the purposes of verifying employment or income, seeking assignment of wages, or performing other duties necessary to the collection of an offender's Legal Financial Obligations (LFOs).

STATEMENT OF WORK

ESD shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit A, *Statement of Work*, attached hereto and incorporated by reference.

COPY

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the special Terms and Conditions contained in the text of this Agreement.

PERIOD OF PERFORMANCE

The Agreement shall commence on the date of execution of this Agreement, and shall continue to December 31, 2010, or until terminated sooner by either party as provided herein.

CONSIDERATION

In accordance with final federal rule, 20 Code of Federal Regulations, Part 603, dated Wednesday, September 27, 2006, Unemployment Compensation (UC) grant funds may only be used to pay the costs of disclosures necessary for proper administration of the UC program unless an incidental amount of staff and no more than nominal processing costs are involved in making the disclosure. The requirement for ESD to recover costs incurred for making the disclosure is met when ESD has in place a reciprocal cost agreement with the Requesting Entity.

The parties agree that the ESD costs incurred for making the disclosure to the Requesting Entity is met through a reciprocal data sharing agreement between ESD and the Washington Administrative Office of the Courts on behalf of the Requesting Entity. Reciprocal means that the relative benefits received by each party to the agreement are approximately equal.

CONTRACT MANAGEMENT

ESD Program Manager or his/her successor shall provide the assistance and guidance necessary for the performance of this Contract.

LIMITATION ON ACCESS AND USE

Requesting Entity agrees to the following limitations on the use of the information provided by ESD:

- a) The information provided by ESD will remain the property of ESD and will be returned to ESD when the work for which the information was required, as fully described in Exhibit A, *Statement of Work*, has been completed.
- b) The information provided by ESD will be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described in Exhibit A, *Statement of Work*, attached hereto.
- c) The information provided by ESD will not be duplicated or redisclosed without the written authority of ESD.

- d) Requesting Entity shall not use the information provided for any purpose not specifically authorized under this Agreement.
- e) Requesting Entity shall protect the confidentiality of the information as required by the laws cited in this Agreement. Requesting Entity shall protect the confidentiality of the information when releasing and/or re-releasing information to this Agreement.
- f) Each party shall notify the other party in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. Any breach of this clause may result in termination of this Agreement and the demand for return of all personal information.

PHYSICAL SAFEGUARDS

Requesting Entity agrees to the following minimum safeguards for the information provided by ESD as follows:

- a) Access to the information provided by ESD will be restricted to only those authorized personnel deputized by the County Clerk who need the information to perform their official duties in the performance of the scope of work fully detailed in Exhibit A, *Statement of Work*.
- b) The information will be stored in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- c) The information will be protected in a manner, which prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- d) Requesting Entity shall take precautions to ensure that only authorized personnel are given access to on-line files.
- e) Requesting Entity shall instruct all personnel with access to the information regarding the confidential nature of the information, the requirements of the LIMITATION ON ACCESS AND USE and PHYSICAL SAFEGUARDS clauses of this Agreement, and the sanctions specified in RCW 50.13 and other federal and state laws against unauthorized disclosure of information covered by this Agreement.

REDISCLASURE OF INFORMATION

Re-disclosure of confidential information received from ESD by the Requesting Entity staff, officials, and agents is prohibited by Chapter 50.13 RCW. Parties or individuals re-disclosing confidential information in violation of RCW 50.13 are subject to civil penalty.

The Requesting Entity is explicitly prohibited from sharing the UC confidential data received from ESD with any collection agency contracting with the Requesting Entity to collect unpaid court-ordered Legal Financial Obligations (LFOs).

GUARANTEE OF ACCURACY

Neither Washington State nor ESD guarantee the accuracy of the data provided.

TERMINATION OF ACCESS

ESD may at its discretion disqualify an individual authorized by the Requesting Entity from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt by the Requesting Entity. Termination of access of one individual by ESD does not affect other individuals authorized under this Agreement.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

AUDIT

Requesting Entity's documentation supporting the reason for inquiry, including but not limited to transaction details, computer software and programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review and audit, including when appropriate the "salting" of databases to detect unauthorized use, sale, sharing or transfer of data, by ESD or its representatives for a period of two (2) years from the date of the request at no cost to ESD. Requesting Entity agrees to accommodate ESD's request for an inspection, review or audit and to allow on-site audits during regular business hours.

RECORDS MAINTENANCE

Both parties hereto shall retain all records, books or documents related to this Agreement for Sharing Confidential Data for six (6) years beyond the expiration/termination of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

INDEMNIFICATION

Each party shall be responsible for the negligence of its own employees or agents in the performance of this Agreement.

DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration. Either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

NOTICE OF NONDISCLOSURE

Requesting Entity agrees that all their authorized personnel who will have access to the information provided by ESD will sign a Notice of Nondisclosure, identical to that in Exhibit B, *Notice of Nondisclosure*. The notice is consistent with the RCW 50.13 and the Terms and Conditions of this Agreement for sharing confidential data. No data may be released to any personnel or agent until the Department receives the completed *Notice of Nondisclosure* for that individual.

ONSITE INSPECTIONS

Requesting Entity shall permit ESD to make onsite inspections to ensure that the requirements of State laws, federal statutes, related regulations, and Terms and Conditions of this Agreement are being met.

WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights that such party might have hereunder.

SEVERABILITY

If any provision of this Agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

This Agreement shall remain in full force and effect until terminated as provided in this Agreement. Either party may terminate this Agreement by giving ten (10) calendar days' written notice to the other party.

In the event of termination of this Agreement, the Requesting Entity shall be liable to ESD for payment of services rendered by ESD that meet the requirements of Exhibit A, *Statement of Work*, and the Requesting Entity shall return the confidential data to ESD prior to the effective date of termination.

TERMINATION FOR CAUSE

ESD may terminate this Agreement in whole or in part at any time prior to the date of completion when it is determined that the Requesting Entity has failed to comply with the conditions of this Agreement. ESD shall promptly notify the Requesting Entity in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential data provided by ESD shall be returned to ESD on or before the date of termination.

JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be the Washington State Superior Court for Thurston County unless the parties agree in writing that the action shall be before a Washington State Office of Administrative Hearings Administrative Law Judge or a Federal Administrative Law Judge.

CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

ASSURANCES

The parties hereto agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

ASSIGNMENT

Neither party shall assign this Agreement in whole or in part.

ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations;
2. Those special Terms and Conditions as contained in the basic Interagency Data Sharing Agreement;
3. Statement of Work attached hereto and by reference as Exhibit A, *Statement of Work*, and

4. Any other provisions of this Agreement whether by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this Agreement, the Requesting Entity certifies that its policies and procedures comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interagency Data Sharing Agreement.

Jefferson County


STATE OF WASHINGTON
EMPLOYMENT SECURITY
DEPARTMENT

By: Phil Johnson

By: Nan Thomas

Title: Chair, Board of County Commissioners

Title: Assistant Commissioner

Signature: 

Signature: 

Date: FEB 9 08

Date: 2/1/08

Approved as to form only:

David Alving 2/8/08
Jefferson Co. Prosecutor's Office

STATEMENT OF WORK

I. WORK SPECIFICATIONS

It is the purpose of this data sharing agreement for the Employment Security Department (ESD), Unemployment Insurance (UI) Division to share confidential Unemployment Compensation (UC) employment and wage program data with the Requesting Entity in accordance with authority granted through Chapters 50.13.020(2) RCW and 9.94A.760 RCW. The Requesting Entity will use the confidential data for the purposes of verifying employment or income, seeking assignment of wages, or performing other duties necessary to the collection of an offender's Legal Financial Obligations (LFOs).

The Requesting Entity is prohibited from sharing the UC confidential data received from ESD with any collection agency contracting with the Requesting Entity to collect unpaid court-ordered LFOs.

The actual data to be shared is as described below, and/or as indicated on the data checklist attached hereto as a part of Exhibit A, *Statement of Work*.

STATEMENT OF NEED

Whenever an individual is convicted in superior court, the court may order the payment of LFOs as part of the individual offender's sentence. By state statute, an offender's LFO pays victim restitution first and then pays fines and other fees required by the court. Historically, 80 percent of the LFOs fund restitution back to the victims of the crime.

A major barrier faced by the Requesting Entity is that offenders do not always share accurate or current information about their prior or current employment and what would be a realistic LFO payment for them to make. Access to ESD's employment and wage data will help the Requesting Entity assess an offender's ability to pay their LFO. Online access to the data should help the Requesting Entity to make timely determinations of LFOs. By accessing ESD's the most current employment and wage data online, the Requesting Entity may access data at the time of sentencing, when setting up a plan for repayment, or when following up on a non-responsive offender.

WORK SPECIFICATIONS

The Requesting Entity will have online access to the following employment and wage data of an offender:

- Names of employers
- Social Security Numbers (SSNs)
- Gross wages and hours worked by quarter and year (with the ability to look back 14 quarters).

Employment and wage data is stored in ESD's Tax Information System (TAXIS) and confidential UI data and may be viewed through various TAXIS screens through a password protected connection. Designated Requesting Entity staff will follow the next two steps to access ESD's confidential UI data:

1. Designated Requesting Entity staff will access the ESD TAXIS system by first logging on to the password protected Washington Administrative Office of the Courts (AOC) information system. The AOC has leased line connections back to each Requesting Entity.
2. Following the AOC log on; the designated Requesting Entity staff can then select a link to connect to ESD's Customer Information Control System (CICS) on ESD's "NCICSP2" region. ESD will give each designated Requesting Entity staff a user's identification to the TAXIS system, and then staff can logon to TAXIS using a separate password.

Each Requesting Entity staff member having access to ESD's confidential data is deputized by the County Clerk. Prior to accessing ESD's data base, each designated Requesting Entity staff member and their supervisor must read and sign ESD's *Notice of Non-Disclosure* statement. The ESD *Notice of Non-Disclosure* statement is attached hereto and incorporated by reference to this agreement as Exhibit "B". In addition, the supervisor must complete and return ESD's Security Request Form 2010C and return both the original *Notice of Non-Disclosure* and 2010C request form to the ESD program manager of this agreement. ESD's Security Request Form 2010C is attached hereto and incorporated by reference to this agreement as Exhibit "C".

The total number of staff designated in each Requesting Entity county authorized online access to ESD's confidential data is listed and attached hereto and incorporated by reference to this agreement as Exhibit "D". Also attached to this agreement is a copy of the data sharing agreement between AOC and ESD authorizing Requesting Entity access to the ESD TAXIS system. This agreement also explains the reciprocity of data sharing between ESD and the Requesting Entity that provides for the recovery of costs of data sharing by ESD with each Requesting Entity. The ESD and AOC data sharing agreement is attached hereto and incorporated by reference to this agreement as Exhibit "E".

When a deputized Requesting Entity staff member shares ESD's confidential information with the Superior Court Bench, the staff member will sign a declaration statement certifying that the information shared is true and correct under penalty of perjury under the laws of the state of Washington. The declaration statement is attached hereto and incorporated by reference to this agreement as Exhibit "F"

ESD will assign a TAXIS profile for the use of the following computer screens that may be accessed by designated Requesting Entity staff:

TAXIS Screen	Function
D07	This screen allows for a search of wages by employee name.
D08	This screen allows for a search of wage information by an employee's SSN.
ZAC & Access to ZAE	<p>This screen allows for an employer status inquiry such as verifying an employer's mailing address, principal business address location, business activity, and any business locations where a claimant states he or she worked.</p> <p>To view the various business locations, a user would type ZAE at the command (CMD) line and present Enter. Use F7 to page forward and F8 to page back. To return to the ZAC screen, the user would type ZAC at the CMD line and press Enter.</p>
YUA	This screen allows for a cross reference inquiry to one of the following search fields: name (such as business name, corporation name, owner/officer's names, and former names), the employer's Federal Identification Number (FEIN) and Unified Business Identifier Number (UBI), or SSNs of employers or corporate officers.

ESD agrees to train designated Requesting Entity staff on the use of the TAXIS screens and how to navigate the TAXIS system online. In addition, designated Requesting Entity staff will be authorized to access ESD's Security Awareness E-Learning training through an identified website link. Following the approximate 30 minute Security Awareness Training, Requesting Entity staff will follow the instructions at the end of the training and return and e-mail confirming that they have completed the training.

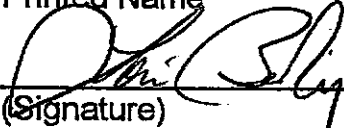
WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT
NOTICE OF NONDISCLOSURE

As a non-Employment Security Department (ESD) employee, you may be given access to records or information that is deemed private and confidential by statute.

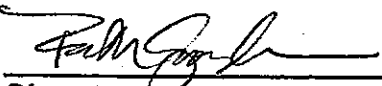
You may not make any unauthorized disclosure of private or confidential information about employers, clients/claimants or employees to any person or entity. Confidential information includes but is not limited to employee's wages or hours, unemployment insurance benefit records, and standard industrial classification (sic) codes of individual employers.

The unauthorized disclosure or abuse of information deemed private and confidential may subject you to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law (RCW 50.13).

I have read and understand the above Notice of Nondisclosure.

Lori Bausy
Printed Name

(Signature) 10/26/07
(Date)

The above individual has been informed of the obligations of the above referenced agreement and Statement of Work including any limitations, use or publishing of Confidential Data.

Ruth Gordon
Printed Name

Signature 10/26/07
(Date)

(An original of this signed notice must be returned to the Employment Security Department program manager and a copy maintained on file with the Requesting Entity.)

Employment Security Query

County	#
Adams	3
Asotin	3
Benton	3
Chelan	1
Clallam	2
Clark	4
Columbia	2
Cowlitz	3
Douglas	1
Ferry	1
Franklin	1
Garfield	1
Grant	1
Grays Harbor	3
Island	1
Jefferson	2
King	8
Kitsap	3
Kittitas	2
Klickitat	2
Lewis	2
Lincoln	1
Mason	3
Okanogan	1
Pacific	1
Pend Oreille	3
Pierce	
San Juan	1
Skagit	1
Skamania	2
Snohomish	3
Spokane	3
Stevens	1
Thurston	3
Wahkiakum	1
Walla Walla	2
Whatcom	4
Whitman	
Yakima	5
TOTAL	84

Exhibit "E"

**State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170**

**JIS-LINK BASIC ACCESS
SUBSCRIPTION AND LICENSE AGREEMENT**

Fee-Waived