

**DATA SHARING AGREEMENT BETWEEN
THE STATE OF NEVADA
AND
THE CAREER INDEX**

1. Purpose

The Career Index (TCI) and Nevada Department of Employment Training and Rehabilitation – Rehabilitation Division (DETR) shall enter into a data sharing agreement governing access to and disclosure of information for gathering and reporting of the data required for the common performance measures contained in the Workforce Innovation and Opportunity Act (WIOA) across case management systems of the core partners without modifying these existing systems. The agreement provides authority for DETR to share data with TCI, with the option to share common clients' information with partner agencies.

2. Period of Performance

This agreement is effective _____ through _____ with the option to renew, unless terminated sooner in accordance with the terms and conditions herein. Termination or modifications to the agreement shall be made in writing with the mutual consent of the parties.

3. Definitions

"Disclose", "disclosure" or "re-disclosure" means to permit access to or the release, transfer or other communication of personally identifiable information contained in DETR records by any means including oral, written, or electronic means to any party except the party identified as the party that provided or created the record.

"Service Provider" is referring to The Career Index who is responsible for the hosting and administering of SARA system (SARA) for the participating agencies in Nevada.

"Subscriber" refers to DETR who has legal authority and ownership of all information being shared by means of SARA.

4. Case Management Information shared between SARA and DETR:

DETR will disclose information necessary for SARA to communicate directly with clients/consumers receiving agency services. Information shared between TCI and DETR is considered non-sensitive information, and will be gathered directly from the client/consumer on an opt-in basis. DETR can opt to have a statement requesting client/consumer not include any sensitive information when communicating with SARA. Information shared may include:

From DETR to SARA:

- Unique Case Master ID (non-PII, i.e. not SSN)
- Client Name
- Client Email Address
- Client Phone Number (mobile phone, nothing if mobile phone doesn't exist)
- Case load number (staff identifier)

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- Case Manager (or direct staff) email address
- Exit Date

From SARA to DETR:

- Unique Case Master ID (non-PII, i.e. not SSN)
- Case Note (including date/time)
 - Case note category
 - Case note summary
 - Any and all information gathered directly from client for purposes of DETR:
 - Change in email, phone, etc.
 - Date of hire
 - Employer name
 - Employer address
 - Wage detail information
 - Proof of credential attainment
 - Information regarding measurable skill gains
 - Completion dates, grades, credits/contact hours, etc.
 - Requests from client (i.e. needing appointment or information)
 - Any outcomes or changes in circumstance
 - Documents required for verification purposes (no medical information)
 - Other non-PII information

5. Legal Authority

Ownership: Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services under this agreement; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as telephone number, profile data, email address, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber.

Service Provider Use of Subscriber Data: Service Provider is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's explicit prior written consent.

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The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to TCI, for the Fiscal Year budget in existence at the time of the breach. TCI's tort liability shall not be limited.

To the fullest extent permitted by law, TCI shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of TCI under this contract, or any alleged negligent or willful acts or omissions of TCI, its officers, employees and agents. TCI obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. TCI waives any rights of subrogation against the State. TCI's duty to defend begins when the State requests defense of any claim arising under this contract.

Governing Law: This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the district courts of Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

Compliance with Laws: Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable.

6. Disclosures and Re-Disclosures

Information obtained under this Agreement shall only be used to support the valid administrative needs of the Agency and shall not be disclosed for any purpose other than those specifically authorized by this Agreement.

Both TCI and DETR shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed.

This Agreement authorizes TCI and DETR to share identified information solely between each other, until such a time as DETR enters into a Data Sharing Agreement with other core and required partners using SARA. Re-disclosure is prohibited until such time.

DETR shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in state law against unauthorized disclosure. DETR may include authorization and required signatures for all who will be utilizing SARA as a way of communicating with client/consumer(s). This is at the discretion of DETR.

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7. Security and Restrictions on Use of Information

TCI's responsibilities regarding security and restrictions on use:

- A. Undertaking by Service Provider: Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Subscriber Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscriber Data; (c) protect against unauthorized disclosure, access to, or use of the Subscriber Data; (d) ensure the proper disposal of Subscriber Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing
- B. The State Agency own all right, title and interest in their client/consumer data. The partners hereby grant to TCI, a non-exclusive, non-transferable, non-sub licensable right and license to use, copy, transmit, modify and display their client/consumer data solely for purposes of the partner's' use of the System. TCI shall not use the consumer data except to improve the SARA System and as necessary to perform its obligations hereunder.
- C. Refrain from duplicating the provided records other than as required for disaster recovery.
- D. Report any data breach to the original Agency immediately on discovery and cooperate to mitigate any concerns.

8. Monitoring

Parties shall permit each other the right of a compliance review to ensure that the provisions of this agreement are upheld and will maintain a system sufficient to allow an audit of its compliance with the disclosure and confidentiality and access to data sections above. Parties shall permit authorized representatives from each respective agency and any federal agency with statutory oversight responsibility for the data being shared to inspect and ensure that the requirements of this contract and federal statutes and regulations are being met.

9. Termination and Suspension of the Agreement

The term of this Agreement commences on the Effective Date hereof. Any partner can terminate this Agreement upon written notice to the other partners. Termination is effective in 30 days from receipt of notice. Upon termination of this Agreement, TCI shall, upon written request received within 30 days of termination, provide the partners with access rights for the limited purpose of exporting consumer data.

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10. Changes in Legal Authority

This agreement will remain in effect despite changes to any legal authority through amendment or supersession unless that amendment or supersession substantially alters this agreement or limits or revokes the underlying authority.

11. Amendment of Agreement

This agreement can be amended at any time during its period of performance as long as amendments are made personally in hand, by telephonic facsimile with simultaneous regular mail, or mail certified mail, return receipt requested, postage prepaid on the date posted, email with return receipt required, and addressed to the party to the person and address specified and to be provided by the parties thereto. Amendments become effective upon receipt.

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12. Entire Agreement

This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly state in this Agreement.

13. Point of Contact

DETR:

Print Name of Agency POC

Title of POC

Email of POC

Phone Number of POC

The Career Index (SARA):

Print Name of TCI POC

Title of POC

Email of TCI POC

Phone Number of TCI POC

14. Signatures

DETR

SHALEY HENDERSON, Administration

Print Name, Title

Steven D. McDade, Deputy Administration
7/10/17

Signature, Date

The Career Index – SARA

Print Name, Title

Signature, Date