



**Buffalo and Erie County
Workforce Investment Board, Inc.**

LOCAL POLICY BULLETIN

BECWIB Bulletin # 7-15 **Date:** October 29, 2015

TO: Lavon Stephens, Administrative Director, WDC Inc.
FROM: Heather Okoro, Executive Director, WIB, Inc.
SUBJECT: Confidentiality and Protection of Personally Identifiable Information (PII),
and Document Retention-REVISED

REFERENCES: USDOL Training and Employment Guide Letter 39-11

Effective Date: **IMMEDIATELY**

Policy statement:

The Buffalo and Erie County Workforce Investment Board, Inc. (BECWIB). is committed to ensuring that its WIOA Title I service providers protect the Personally Identifiable Information (PII) and other sensitive information as may be obtained and recorded in the course of determining WIOA eligibility and in providing services, including follow up services. Similarly, minimum record retention requirements are established as part of an effective internal and external control program to ensure the WIOA produced documents can be provided if and when requested by any federal and state agencies within the statutes of limitations.

PART 1 – CONFIDENTIALITY AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

Definitions: Protected PII is defined by the U.S. Department of Labor as that which if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples include social security numbers, addresses, credit card numbers, bank account numbers, home telephone numbers, ages, birthdate, marital status, spouse names, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical information, financial information, and computer passwords. Sensitive information is defined as any unclassified information whose loss, misuse, or unauthorized access to or modification of could

adversely affect the interest or the conduct of federal programs, or the privacy to which individuals are entitled under the Privacy Act.

The following steps will be taken by any service provider working on behalf of BECWIB:

1. Prior to the collection of PII or sensitive personal information.
 - a. Individuals will be advised that this information will only be used for purposes of service under the WIOA-funded grant program and its attendant regulations. As part of the WIOA program application, individuals shall sign the attached Privacy Act Notice and Acknowledgement.
 - b. Individuals will also be notified that with written consent this information may be shared with other BECWIB partner organizations for purposes of referral and potential coordination of services beyond WIOA.
 - c. The individual may agree in writing to release all or portions of their information and be provided the opportunity to indicate what information may or may not be shared. The individual may also indicate if there are specific organization(s) to which their information may not be shared. The consent may be modified or revoked by the individual at any time by providing written notice. Customer initials should be obtained to document customer designations and subsequent changes.
 - d. Unless modified or revoked by the individual, written consents shall remain in effect for 4 years from the date of last signature.
 - e. WIOA paid staff and unpaid volunteers and other personnel who will have access to sensitive, confidential, proprietary, and or private data ("Authorized Personnel") must be advised by the management of the service provider of the confidential nature of information, the safeguards required to protect the information as described in Section 2 of this policy, and the safeguards in handling such information. In addition, Authorized Personnel must undergo the New York State Department of Labor's *OSOS Cornerstones of Confidentiality* online training, which may be accessed at <http://labor.ny.gov/workforcenypartners/osos/video/cornerstones.shtm>. Upon completion of this training, Authorized Personnel must sign the OSOS Individual Access and Confidentiality Agreement, a copy of which is attached.
 - f. Original written acknowledgements, such as confidentiality agreements, from staff and other partner personnel shall be forwarded to the BECWIB OSOS Security Coordinator.
2. Safeguarding of PII and sensitive information once obtained.
 - a. PII of WIOA participants shall not be transmitted by email or stored on CD, DVDs, thumb drives etc. unless it can be encrypted using federally approved standards. Only BECWIB may grant such permission with advance written approval and, at the time of the request, will convey the necessary standards to be followed.

- b. All PII data of WIOA participants shall be stored, at all times, in an area that is physically safe from access by unauthorized persons and the data will be processed electronically using the state WIOA system of record as communicated. Currently, this is the One Stop Operating System, the case management system used to record data related to WIOA programs. Accessing, processing and storing of WIOA-grant PII data on personally owned equipment, at off-site locations and by non-grantee managed IT services is strictly prohibited unless approved by the Department of Labor, Employment and Training Administration.
- c. Once the WIOA participant's social security number has been entered into the One-Stop Operating System, the first 5 digits of the social security number on the registration form and on any retained copy of the social security card will be inked-out with a black opaque permanent marker before placing it in the participant's paper file.
- d. PII and sensitive data will only be retained and destroyed in accordance with Part 2 of this policy
- e. No PII or sensitive information will be used for any purpose other than necessary under WIOA. Any information collected for customer service or continuous improvement efforts will be aggregated and reported anonymously without any connection to an individual.
- f. No third party market opinion surveys, research, panel or focus groups shall be granted access to PII and other sensitive WIOA participant information without prior written consent of BECWIB.

PART 2 – RECORD RETENTION REQUIREMENTS

1. General Provisions.

- a. WIOA service providers must establish and maintain adequate accounting books, records and controls sufficient to accurately track and report all financial transactions related to work performed and costs incurred relative to WIOA Title I funded activities.
- b. WIOA service providers must keep and maintain original source documentation as evidence of all work performed and costs incurred. All records, data or information related to WIOA Title I funds are to be retained separately and distinctively from the other records of the service provider.
- c. All records relating to WIOA Title I funds must be kept in a secured location with controlled access only for authorized individuals.
- d. When records with one retention period are combined with and cannot be separated from records having a longer retention period, such records should be retained for the longer of the periods.

2. Required Retention Periods.

- a. All financial, statistical, property, applicant and participant records and supporting documentation must be retained by the service provider for a period of at least three (3) years subsequent to the date of submission of final grant expenditure report, close-out package or the date all audits are completed and findings/all acclaims have been resolved, whichever occurs last.
- b. If any litigation, claim, or audit is started before the expiration of the three-year period, the associated records must be retained until such litigation, claims or audit findings have been resolved and final action taken.
- c. Records documenting real property and equipment acquired with WIOA funds must be retained for three years after final disposition.

3. Miscellaneous Provisions.

- a. Logs shall be maintained by service providers indicating the records that are retained, the location(s) of the records, and the record destruction dates.
- b. Should a service provider determine it is unable to retain records as required, BECWIB must be notified and alternative arrangements made.
- c. If there is a change in service provider arrangements all original files must be transferred to the new service provider designated by BECWIB. Such records must be transmitted within the time frame directed by the BECWIB director, including a list of records to be destroyed and the manner of destruction.
- d. At the end of the retention period, records must be destroyed by the service provider. Prior notice must be given to the BECWIB Executive Director, including a list of records to be destroyed and the manner of destruction.
- e. All WIOA records maintained by service providers must be made available, during normal business hours, to authorized BECWIB, state, and federal representatives with oversight or regulatory authority.
- f. Failure to comply with the requirements identified in this Policy, or any improper use or disclosure of sensitive PII for an unauthorized purpose, may be subject to disciplinary action up to and including termination, as well as civil and criminal sanctions pursuant to state and federal law.

Buffalo and Erie County Workforce Investment Board, Inc.

PRIVACY ACT NOTICE AND ACKNOWLEDGEMENT

Federal and state laws require that you be furnished with this Notice because you are being asked to provide personal identifying information about yourself, including but not limited to name, social security number (SSN), date of birth, employment information, telephone number(s), address(es), income information, information needed for identification verification, and other personal information necessary to complete the application for services offered by the Buffalo and Erie County Workforce Investment Board, Inc. (BECWIB) through its America's Job Centers, also known as the One-Stop Centers.

Authority: Workforce Innovation and Opportunity Act of 2014 (WIOA). In order to receive services under Title I of WIOA, an individual must present proof of United States citizenship or authorization to work in the United States, age, Military Selective Service Registration (where applicable), and documentation substantiating other program eligibility criteria.

Purpose: Your personal identifying information (including SSN) will be used by and disclosed to BECWIB personnel, partners, contractors and other agents who need the information to assist in activities related to WIOA services.

Routine Uses: Your SSN is used to verify your identity and as an account number (identifier). The personal identifying information (including SSN) will be used to process your application and determine your eligibility for WIOA services. Your personal identifying information will be disclosed to BECWIB personnel, partners, contractors and other agents administering WIOA programs, for enforcement purposes, audits or other investigations. In addition, your SSN and other personal identifying information will be used to report services provided to you under WIOA to the New York State Department of Labor or other local, state and/or federal government agencies. Your personal identifying information (including SSN) will be retained for as long as is required by applicable law or regulation.

Disclosures: Your disclosure of this personal identifying information (including SSN) for this purpose is voluntary. However, your failure to provide the requested information may delay or prevent the processing of your application for WIOA services.

By signing below, I certify that I have read and understand this Privacy Act Notice and that my acknowledgement shall remain in effect for 4 years from the date written below.

Signature Date

Printed Name: _____

OSOS INDIVIDUAL ACCESS AND CONFIDENTIALITY AGREEMENT

Pursuant to Section 121 of the Workforce Innovative and Opportunity Act of 2014 (WIOA), the local Workforce Development Board, which has been incorporated as the Buffalo and Erie County Workforce Investment Board, Inc. (BECWIB), has established a workforce development system comprised of one - stop partners (Partners) providing services to its one-stop customers. In furtherance of its functions, BECWIB and each of the Partners has obtained access to an on-line automated system, the One -Stop Operating System (OSOS), to more effectively and efficiently meet the challenges of WIOA. Individual customer information contained in the OSOS is confidential and privileged, and subject to use and disclosure solely to authorized personnel.

The purpose of this Agreement is to authorize OSOS access to employees of Partners providing services to one stop customers and to ensure employees' compliance with the restrictions contained herein.

_____ an authorized employee
("Employee") of _____, a partner or its agent or sub-contractor ("Partner"), is hereby granted access to the OSOS in accordance with the following terms and conditions:

1. All information contained in the OSOS is confidential and shall not be re-disclosed to any person or organization except those authorized to use the information pursuant to WIOA. Employee has been fully advised of those persons or organizations to which information can be shared.
2. Employee shall comply with all applicable federal and state privacy and confidentiality laws and has been advised of those applicable provisions. Failure to comply with such laws may result in a criminal prosecution or civil sanctions.
3. Access to OSOS is granted through the issuance of a password only during the period of employment with the Partner for authorized program activities. Employee shall not use OSOS for any personal activities and shall not disclose the password to any person.
4. Access may be terminated at any time without any prior notice. Employee will cooperate with any investigation of the Partner, BECWIB or the U.S. Department of Labor concerning the misuse or misappropriation of information.
5. Employee shall not make copies of the OSOS software or use the software in violation of any intellectual property rights of the software company owners or the Department of Labor. Employee understands that any licensing rights are limited to

use for program purposes and subject to revocation at any time.

6. Employee shall comply with any protocol or procedure established by the Partner, BECWIB or the Department of Labor. Employee understands that the Department of Labor and the Partner reserve the right, without notice, to monitor any of Employee's activities related to the use of the OSOS.

I certify that I have read the above document and that I have been advised of the confidentiality requirements and will comply therewith even after my relationship with the Partner is terminated.

Employee:

(Signature)

Please Print:

Name: _____
(Include middle initial)

Job Title: _____

Telephone #: _____

Email Address: _____

Date: _____

Partner Name: _____

Supervised by: _____