



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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Donald L. Carcieri
Governor

Sandra Powell
Director

WORKFORCE INVESTMENT NOTICE: 08-21

TO: WORKFORCE INVESTMENT AREAS

FROM: Donna Treglia, Acting Administrator, State Workforce Investment Office

SUBJECT: Confidentiality Agreement for Youth Providers

DATE: May 22, 2009

1. **PURPOSE.** To provide the local workforce investment areas the attached, “**Individual Access and Confidentiality Agreement**” and to ensure individual employee compliance with the restrictions herein.
2. **REFERENCES.** § 28 -42 -38 of the General Laws of Rhode Island.
3. **BACKGROUND.** The purpose of this agreement is to authorize access to Geographic Solutions Virtual One-Stop System. This system will serve as the one-stop operating system in order to implement the reporting requirements under the Workforce Investment Act of 1988 (WIA) for youth contracted services. Also, the agreement safeguards the confidentiality of information obtained from employers or persons in the conduct of business with the Department of Labor and Training.
4. **ACTION REQUIRED.** Prior to Youth Providers accessing the Geographic Solutions system, Locals must take the following action:
 - a. Ensure that all vendor employees with access to Geographic Solutions sign the Confidentiality Agreement.
 - b. Accessibility and availability of all agreements must be made available for monitoring purposes.
 - c. A blank Confidentiality Agreement must be included with all new Youth contracts. New contracts must also have the following provision: All employees who access Geographic Solutions must sign the “Individual Access and Confidentiality Agreement”.
 - d. A modification is required to all current youth provider contracts with access to Geographic Solutions.
5. **INQUIRIES.** Questions regarding this WIN may be directed to [me](#) at 462-8782 or to [Mavis McGetrick](#) at 462-8791.

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**Workforce Partnership of Greater Rhode Island
Workforce Solutions of Providence/ Cranston
“Geographic Solutions”**

INDIVIDUAL ACCESS AND CONFIDENTIALITY AGREEMENT

To implement the requirements of the Workforce Investment Act of 1998 (WIA) and the Job Development Fund (JDF), local Workforce Investments Boards, Workforce Partnership of Greater Rhode Island (WPGRI) and Workforce Solutions of Providence/Cranston (P/C), have contracted with Vendors to provide services for youth.

To provide these services the Vendors will have access to the **Geographic Solutions Virtual One-Stop System**. **Geographic Solutions Virtual One-Stop System** is designed to serve as a one-stop operating system which includes employment, training and education services for employers and individuals pursuant to the Workforce Investment Act (WIA).

The case management component contains information and data from many sources, including data protected under § 28-42-38 of the General Laws of Rhode Island which safeguards the confidentiality of information obtained from employers or persons in the conduct of business with the Department of Labor & Training.

The purpose of this Agreement is to authorize access to Geographic Solutions and the information contained therein, and to ensure Vendors (Employer) and individual employees of Vendors (Employee) comply with the restrictions herein.

Employee Name (Print)

Employer (Print)

The above named “Employee” and “Employer” is hereby granted access to Geographic Solutions in accordance with the following terms and conditions:

1. All information contained in Geographic Solutions is confidential and shall not be disclosed to any person or organization except those authorized to use the information to implement the provisions of the Workforce Investment Act. Employee and Employer have been fully advised of those persons or organizations with which information can be shared. Disclosure of confidential information without consent may be a violation of federal and state law.
2. Employee and Employer shall comply with all applicable federal and state privacy and confidentiality laws and have been advised of those applicable provisions. Failure to comply with such laws may result in a criminal prosecution or civil sanctions.
3. Access to Geographic Solutions is granted through the issuance of a password by WPGRI or P/C to be used only during the period of employment and/or partnership for authorized program

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activities. Employee and Employer shall not use Geographic Solutions for any personal activities and shall not disclose the password to any person.

4. Access to Geographic Solutions may be terminated at any time without prior notice. Employee and Employer will cooperate with any investigation of the Operator of the One-Stop System and/or the Department of Labor & Training and/or WPGRI or P/C concerning the misuse or misappropriation of information.
5. Employee and Employer shall not make copies of the Geographic Solutions software or use the software in violation of any intellectual property rights of the software company owners or WPGRI or P/C.
6. Employee and Employer understand that any licensing rights are limited to use for program purposes and subject to revocation at any time.
7. Employee and Employer shall comply with any protocol or procedure established by the WPGRI or P/C.
8. Employee and Employer understand that the Department of Labor & Training and/or WPGRI or P/C reserve the right, without notice, to monitor any of Employee's or Employer's activities related to the use of Geographic Solutions.
9. Employer will give advance notice if possible or notice as soon as possible to WPGRI or P/C if an Employee with Geographic Solutions access is terminated.
10. Employer acknowledges that if an Employee breaches the terms of confidentiality set forth in this agreement the contract between WPGRI or P/C and the Employer will be immediately terminated. The Employer further acknowledges that if a breach of confidentiality occurs the Employer may be prohibited from participating in future contracts with WPGRI or P/C.
11. Employee and Employer agree that prior to Employee gaining access to Geographic Solutions the Employee will undergo a BCI check with the Rhode Island Department of Attorney General.

Employee Name (Please Print)

Employee Signature

Authorized Employer Name & Title (Please Print)

Authorized Employer - Signature & Date

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