

# PRINCE GEORGE'S COUNTY WORKFORCE DEVELOPMENT BOARD

1801 McCormick Drive, Suite 400

Largo, Maryland 20774

## CAREER DEVELOPMENT

PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PROTECTED PII).

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<b>POLICY NUMBER:</b>	1.400.100.001
<b>EFFECTIVE:</b>	October 19, 2016
<b>APPROVING AUTHORITY:</b>	Charlene Wade, Board Chair Prince George's County Workforce Development Board
<b>RESPONSIBLE STAFF:</b>	ALL STAFF
<b>RESPONSIBLE OFFICES:</b>	Prince George's County WIOA Service Providers, One Stop Career Centers & Prince George's County Economic Development Corporation

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### SUMMARY:

This document provides the format and organization of the Prince George's County Local Workforce Development Board (LWDB) policy, pertaining to the mechanisms used by all WIOA Service Providers, One Stop Career Center Staff and Partners, Prince George's County Economic Development Corporation (PGC-EDC) Staff, Contractors and Subcontractors with access to (Protected PII) and how it relates to the storage and security of personal information.

### POLICY:

All WIOA Service Providers, (PGC-EDC) Staff, One Stop Career Center Staff and Partners, Contractors and Subcontractors shall adhere to all policies as they relate to the relevant laws, rules, and regulations regarding the storage and security of (Protected PII).

The following contract clauses regarding Protected PII shall also be incorporated into ALL Firm Fixed Price, Cost Reimbursement, and Time and Material contracts issued by the PGC-EDC.

## **CONTRACT CLAUSES:**

### **SECURITY**

Contractor shall adopt appropriate technical and organizational measures to participant PII against accidental, unauthorized or unlawful processing, destruction, loss, alteration, disclosure and access, in particular where processing involves the transmission of participants PII over a network, and against all other unlawful processing. These technical and organizational measures shall comply with applicable data protection laws and regulations and shall have regard to the state of the art, cost of implementation, nature of participants Protected PII, and the risks to which the Participant PII are exposed by virtue of human action or the physical or natural environment.

### **USE OF SUBCONTRACTORS WITH ACCESS TO PERSONAL INFORMATION.**

When Contractor utilizes a Subcontractor in connection with its performance of its obligations under the Contract and Contractor provides such Subcontractor with access to Personal Information, Contractor shall provide Participant with prompt notice of the identity of such Subcontractor and the extent of the role that such Subcontractor will play in connection with the performance of services under the Contract. Moreover, all such Subcontractors given access to any Personal Information must agree to: (a) abide by the Clauses set forth herein, including, without limitation, its provisions relating to compliance with Data Privacy Standards for the protection of Personal Information and Notice of Security and/or Privacy Incident; (b) restrict use of Personal Information only for

Subcontractor's internal business purposes and only as necessary to render services to Contractor in connection with Contractor's performance of its obligations under the Contract, and (iii) certify in writing, upon completion performance of services by a Subcontractor, that the Subcontractor has immediately un-installed, removed, and/or destroyed all copies of Personal Information within 30 days of Subcontractor's completion of performance of services to Contractor.

**NOTICE OF SECURITY AND/OR PRIVACY INCIDENT.**

If Contractor suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to Personal Information, Contractor shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify Prince George's County Economic Development Corporation Workforce Services Division (PGC-EDC WSD) and the Participant of such incident or potential breach. Contractor shall, upon Participant's request, investigate such incident or potential breach, inform Participant of the results of any such investigation, and assist Participant in maintaining the confidentiality of such information. In addition to the foregoing, Contractor shall provide Participant with any assistance necessary to comply with any federal, state and / or provincial laws requiring the provision of notice of any privacy incident or security breach with respect to any Personal Information to the affected or impacted individuals and / or organizations, in addition to any notification to applicable federal, state and provincial agencies. Contractor shall reimburse participant for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such notification if due to Contractor's, or its Subcontractor's, negligence, unauthorized use or disclosure of Personal Information, or breach of its obligations under the Contract.

### **REMEDIES, DAMAGES AND INDEMNIFICATION.**

Contractor shall bear all costs, losses and damages to the extent resulting from Contractor's breach of these Clauses. Contractor agrees to release, defend, indemnify, and hold harmless Participants for claims, losses, penalties and damages and reasonable attorneys' fees and costs to the extent arising out of Contractor's, or its Subcontractor's, negligence, unauthorized use or disclosure of Personal Information and/or Contractor's, or its Subcontractor's, breach of its obligations under these Clauses. Contractor shall inform all of its principals, officers, employees, agents and Subcontractors assigned to perform services under the Contract of the obligations contained in these Clauses. To the extent necessary and/or required by law, Contractor shall provide training to such employees, agents and Subcontractors to promote compliance with these Clauses. Contractor assumes all liability for any breach of these Clauses by Contractor or any of its principals, officers, employees, agents and Subcontractors.

### **MONITORING**

After providing prior written notice to Contractor, the LWDB/PGC-EDC WSD may conduct, at any time, an on-site verification of Contractor's compliance with obligations relating to Participants PII, even after the termination of this contract. Contractor shall provide access to all concerned facilities, equipment and records to allow Monitor to conduct that verification.

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### **REASON FOR POLICY:**

(1) Workforce Innovation and Opportunity Act alignment and (2) Department of Labor, Licensing, and Regulation alignment.

**RELEVANT LAWS, RULES, OR POLICIES:**

Title 2 - Grants and Agreements Section 200.82 - (Protected PII). Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements.

Training and Employment Guidance Letter 39-11, *"Guidance on the Handling and Protection of PII."*

2 CFR 200.79 - Personally Identifiable Information (PII).

2 CFR 200.82 - Protected Personally Identifiable Information (Protected PII).

Privacy Act of 1974 and the E-Government Act of 2002 give federal agencies responsibilities for protecting personal information, including ensuring its security

**EXCULSIONS TO THE POLICY:**

None

**DEFINITIONS:**

Personal Information- Personally identifiable information (PII) of an Individual, which includes:

Individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**FORMS:**

NONE:

**REVISION DATE:**

October 18, 2016

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**APPROVING SIGNATURES:**



Charlene Wade  
Board Chair  
Prince George's County Workforce Development Board

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Date