



General Assembly

**Amendment**

January Session, 2007

LCO No. 7552

**\*HB0724007552HR0\***

Offered by:

REP. WASSERMAN, 106<sup>th</sup> Dist.

SEN. MEYER, 12<sup>th</sup> Dist.

To: Subst. House Bill No. 7240

File No. 707

Cal. No. 548

**"AN ACT IMPLEMENTING THE RECOMMENDATIONS OF THE LEGISLATIVE PROGRAM REVIEW AND INVESTIGATIONS COMMITTEE CONCERNING THE STATE'S WELFARE REFORM INITIATIVE."**

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- 1 Strike line 127 in its entirety and insert the following in lieu thereof:  
2 "effective administration of this chapter. [Information thus] Except as  
3 provided in subsection (g) of this section, information obtained"  
4 In line 129, strike "or to a"  
5 Strike lines 130 to 132, inclusive, in their entirety  
6 In line 133, strike "program,"  
7 In line 137, strike the opening and closing brackets and strike "or  
8 regional workforce"  
9 In line 138, strike "development board member, or designee of such  
10 board member"

11 After the last section, add the following and renumber sections and  
12 internal references accordingly:

13 "Sec. 501. Section 31-254 of the general statutes is amended by  
14 adding subsection (g) as follows (*Effective July 1, 2007*):

15 (NEW) (g) (1) Notwithstanding any of the information disclosure  
16 provisions of this section, the administrator shall disclose information  
17 obtained pursuant to subsection (a) of this section to a regional  
18 workforce development board, established pursuant to section 31-3k,  
19 to the extent necessary for the effective administration of the federal  
20 Trade Adjustment Assistance Program of the Trade Act of 1974, as  
21 amended from time to time, the federal Workforce Investment Act, as  
22 amended from time to time, and the state employment services  
23 program established pursuant to section 17b-688c for recipients of  
24 temporary family assistance, provided a regional workforce  
25 development board, enters into a written agreement with the  
26 administrator, pursuant to subdivision (2) of this subsection,  
27 concerning protection of the confidentiality of such information prior  
28 to the receipt of any such information.

29 (2) The written agreement shall contain safeguards as are necessary  
30 to protect the confidentiality of the information being disclosed,  
31 including, but not limited to a:

32 (A) Statement from the regional workforce development board of  
33 the purposes for the requested information and the specific use  
34 intended for the information;

35 (B) Statement from the regional workforce development board that  
36 the disclosed information shall only be used for such purposes as are  
37 permitted by this subsection and consistent with the written  
38 agreement;

39 (C) Requirement that the regional workforce development board  
40 store the disclosed information in a location that is physically secure  
41 from access by unauthorized persons;

42 (D) Requirement that the regional workforce development board  
43 store and process the disclosed information maintained in an electronic  
44 format in such a way that ensures that unauthorized persons cannot  
45 obtain the information by any means;

46 (E) Requirement that the regional workforce development board  
47 establish safeguards to ensure that only authorized persons, including  
48 any authorized agent of the board, are permitted access to disclosed  
49 information stored in computer systems;

50 (F) Requirement that the regional workforce development board  
51 enter into a written agreement, that has been approved by the  
52 administrator, with any authorized agent of the board, which  
53 agreement shall contain the requisite safeguards contained in the  
54 written agreement between the board and the administrator;

55 (G) Requirement that the regional workforce development board  
56 instruct all persons having access to the disclosed information about  
57 the sanctions specified in this section, and further require each  
58 employee of such board, and any agent of such board, authorized to  
59 review such information, to sign an acknowledgment that he or she  
60 has been advised of such sanctions;

61 (H) Statement that redisclosure of confidential information is  
62 prohibited, except with the written approval of the administrator;

63 (I) Requirement that the regional workforce development board  
64 dispose of information disclosed or obtained under this subsection,  
65 including any copies of such information made by the board, after the  
66 purpose for which the information is disclosed has been served, either  
67 by returning the information to the administrator, or by verifying to  
68 the administrator that the information has been destroyed;

69 (J) Statement that the regional workforce development board shall  
70 permit representatives of the administrator to conduct periodic audits,  
71 including on-site inspections, for the purpose of reviewing such  
72 board's adherence to the confidentiality and security provisions of the

73 written agreement; and

74 (K) Statement that the regional workforce development board shall  
75 reimburse the administrator for all costs incurred by the administrator  
76 in making the requested information available and in conducting  
77 periodic audits of the board's procedures in safeguarding the  
78 information.

79 (3) Any employee or agent of a regional workforce development  
80 board who discloses any confidential information in violation of this  
81 section and the written agreement, entered into pursuant to  
82 subdivision (2) of this subsection, shall be fined not more than two  
83 hundred dollars or imprisoned not more than six months, or both, and  
84 shall be prohibited from any further access to confidential  
85 information."