

Social Dynamics, LLC and Minnesota Department of Employment and Economic Development (DEED) Data-Sharing Agreement

This agreement is between the Minnesota Department of Employment and Economic Development and Social Dynamics, LLC (www.socialdynamicsllc.com)

A. Purpose of Agreement/Background Information

The US Department of Labor (“DOL”) awarded the Minnesota Department of Employment and Economic Development (“DEED”) a Disability Employment Initiative (DEI) grant to assist individuals with disabilities in becoming employed. DOL retained Social Dynamics, LLC to evaluate the effectiveness of the project. Social Dynamics, LLC requires individual-level state data for that analysis. DEED and its subcontracted DEI service providers will provide the required data for the Minnesota portion of this performance analysis.

The study team consists of Social Dynamics, Abt Associates, and its subsidiary, Abt SRBI, with data stored in a secure fashion by Altarum Institute. Social Dynamics is the prime contractor for the DEI evaluation. Altarum institute is the data security subcontractor. Social Dynamics and Abt Associates are responsible for the impact analysis and the treatment and comparison site surveys of types of disabilities, activities of daily living and selected outcomes (Discussed in more detail in section C). The information collected via the Participant Tracking System can be collected via an Internet-based survey system or via hardcopy form. Social Dynamics prepared a hardcopy form for MN Round 7 (Appendix 4).

DEED will provide federal funds from its DEI Round 7 grant to three WDAs that will use those funds to offer targeted services to individuals that self-disclose a disability and are enrolled in the MN DEI Round 7 program. The following services will be provided:

- Customized Employment
- Individualized Learning Plans (including Strength-Based Assessments)
- Integrated Resource Teams
- Blending and Braiding
- Career Pathways Training (e.g., experiential learning, stackable credentials, bridge programming, transition strategies)
- Individual Training Accounts
- Guideposts for Success
- Work-Based Strategies (e.g., internships and apprenticeships)
- Wraparound and Support Services
- Intergenerational Family Support

Providers may provide additional services to DEI Round 7 participants as authorized by DEED.

B. Recitals

1. Under Minn. Stat. § 116J.035 subd. 6 DEED is empowered to enter into income contracts.
2. Under Minn. Stat § 268.19 Unemployment Insurance (UI) data is designated as private data

on individuals and nonpublic data not on individuals.

3. Under Minn. Stat § 13.47 employment and training program data is private data on individuals.
4. Under Minn. Stat § 13.05 subd. 7 DEED is permitted to delegate the preparation of public summary data from private data if it reasonably determines the access will not compromise private or confidential data on individuals .
5. DEED represents that it is duly qualified and agrees to provide the services described in this contract.

C. Duties

1. DEED will, in general:

- a) Ensure providers enter all DEI participants into either the WIASRD or W-P systems so that they can be included in the DEI evaluation.
- b) Provide Social Dynamics with quarterly validated output files of Workforce Investment Act Standardized Record Data (WIASRD) report 9000e and Wagner-Peyser reports a-f data, with any applicable Wage Record Interchange System (WRIS) data removed.
- c) Ensure DEI grantees collect Round 7 administrative data elements using the form in Appendix 4. .These data will be reported to Social Dynamics on a quarterly basis as follows:

DEI Round 7 - Minnesota Treatment and Comparison WDAs

WDA #	WDA Name	Treatment/Comparison
27040	Rural Minnesota CEP	Treatment
27055	Southwest Minnesota Consortium	Treatment
27105	Central Minnesota Jobs and Training Services	Treatment
27030	South Central Minnesota	Comparison
27075	Southeast Minnesota Consortium	Comparison
27085	ANOKA County Council	Comparison

- d) Transmit applicable data using the Altarum Secure Network (ASN) via AES 256 bi encryption utilizing SSL certificates authenticated by independent Certification Authorities (CAs).
- e) Ensure providers collect each DEI participant's telephone number.
- f) Submit quarterly report of WIASRD and W-P files with non-Minnesota wage data removed and a crosswalk between data system unique IDs and SSNs. Data will be provided as an encrypted, compressed, delimited text file that includes headers. The crosswalk will be submitted to the Altarum Secure Network (ASN) in the final quarter of the grant period.
- g) Submit quarterly reports of DEED WIASRD and Wagner-Peyser data system data elements in an encrypted, compressed, delimited text file that includes headers. These reports will include quarterly validated output files of Workforce Investment Act Standardized Record Data (WIASRD) report 9000e and Wagner-Peyser reports a-f data for Social Dynamics analysis. These files will have had any applicable Wage Record Interchange System (WRIS) data removed.
- h) Submit reports within 45 days of the end of each quarter with the last report submitted

February 15, 2021. See Appendix 1 for a schedule of quarterly submissions.

2. Social Dynamics will, in general:

1. Add the DEED workforce data to the dataset that includes other DEI outcome data to determine the outcomes and effectiveness of DEI.
2. Conduct a process evaluation to determine the number of individuals that enroll in DEI, the services they receive, and their demographic characteristics.
3. Conduct an outcome evaluation to assess the program's effectiveness, which is defined as the extent to which the DEI produced change in the DEI treatment group relative to the comparison group. Outcomes will include: diploma, equivalency, or certificate attainment, postsecondary enrollment, completion of a career pathways training program, skills gains, job placement, receipt of earnings after job placement and job retention (the receipt of earnings in three consecutive quarters after job placement).
4. Produce a final report in conjunction with Abt Associates and share that agreement with DEED after receiving approval from DOL to do so.
5. Use DEED data only as authorized by this agreement
6. Release only "summary data" as defined by the Minnesota Data Practices Act
7. Provide DEED with a copy of any report produced with the use of this data prior to its release. Abide by the Minnesota Government Data Practices Act (Minn. Stat. Chapter 13) and any other federal or state data privacy laws and regulations
8. Train all employees, agents, and assignees with access to DEED data on the rules of use and privacy requirements of this data;
9. Maintain a file of signed and DEED-approved responsibility statements from contractors with access to DEED data;
10. Destroy DEED data upon the expiration of this agreement.

D. Payments

Cost of production and submission of data is covered in the DEI grant; no additional cost recovery is needed.

E. Authorized Representatives

DEED's Authorized Representative is Blake Chaffee, DEED Deputy Commissioner, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7112, blake.chaffee@state.mn.us or his successor.

Social Dynamics LLC's Authorized Representative is Douglas Klayman, Ph.D., President, Social Dynamics, LLC, 481 North Frederick Road, Suite 410, Gaithersburg, MD 20878, 301- 990-1105, dklayman@socialdynamicsllc.com or his successor.

F. Amendments, Waiver and Contract Complete

1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
2. If DEED fails to enforce any provision of this contract, that failure does not waive the provision or

its right to enforce it.

3. This contract contains all negotiations and agreements between DEED and Social Dynamics, LLC. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

G. Liability

The parties agree that each is independently responsible for complying with statutes, rules, and regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of data in accordance with this agreement. Neither party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents. The liability of each party is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The parties acknowledge that if a party is in violation of this Agreement, or violation of a federal or state statute applicable to Protected Information, the other party may limit, suspend, or terminate the violating party's access to or use of Protected Information.

H. Data Security

1. Secure Network

Altarum Institute maintains the Altarum Secure Network (ASN), which is used to upload and store DEI data. Altarum Institute is located in Ann Arbor, MI and has been responsible for DEI data security since 2010. The ASN has been assessed to be within 98 percent compliance of the National Institute for Standards and Technology (NIST) Special Publication 800-53 Revision 3 guidelines, and has been qualified for storage of such data. The ASN-supported DEI Data System provides the administrative processes to store, protect, and access personally identifiable information in a controlled manner that complies with all privacy act and HIPPA regulations.

On a quarterly basis, each DEI state transmits workforce data to the ASN by secure file transfer protocol (SFTP). Data files are submitted via SFTP as an encrypted, compressed, delimited text file that includes headers. Altarum works with each state to establish user accounts for the ASN by sending the information necessary via encrypted email. Authorized state personnel have access only to the data upload system. Data cannot be downloaded from the SFTP at any time. At the conclusion of the DEI evaluation, all data will be destroyed or returned according to each state's Data-Sharing Agreement requirements.

2. Team Member Access to PII

Altarum Institute is the *only* organizational team member that has access to personally identifiable information ("PII"). DEI workforce data files containing PII are processed by Altarum on a quarterly basis. In 2020, at the conclusion of Round 7, Altarum will submit the PII that is included in the DEI state quarterly extracts to the United States Social Security Administration (SSA). SSA will facilitate a match of the DEI PII to the SSA disability program database. A match will also be conducted by with the National Directory of New Hires (NDNH). Once the SSNs are matched to the SSA database, all PII will be removed by Altarum so that Social Dynamics and Abt Associates can

complete the final analysis of program outcomes and impact. At *no time* will Social Dynamics or Abt Associates hold workforce data PII.

3. Destruction or Return of Data to Each DEI State

Upon completion of the DEI evaluation in 2020, Social Dynamics and Abt Associates will use the de-identified data set that was used for the analysis of program outcomes and impact to create a public use data file. Altarum will then destroy or return the original extract files submitted by DEI states and submit a certification of such action to each state principle agency for the DEI grant. Destruction of the extract files and submission of the certification will be made according to each state's DSA and point of contact. The written certification shall attest to the destruction of the dataset and all copies thereof, not including the de-identified analysis file, and shall be accomplished within 180 days of completion of the evaluation as determined by DOL's acceptance of the final report.

I. Government Data Practices

1. Social Dynamics, LLC is required to abide by rigorous procedures to protect the confidentiality of DEED private data and to ensure that all DEED data is safeguarded against unauthorized access or re-disclosure. These requirements include those set by 20 CFR 603.9, the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), and Minn. Stat. 268.19. Social Dynamics, LLC also agrees to abide by any future U.S. Department of Labor, state, or other federal guidelines on data handling during all phases of the project.
2. Social Dynamics, LLC may only use or disclose data shared under this agreement as necessary to perform the duties described herein, or as otherwise required by law and in accordance with the data privacy requirements of this agreement.
3. Social Dynamics, LLC agrees that it is liable for any unlawful use or disclosure of government data collected, used, or maintained in the exercise of this agreement and classified as not public pursuant to the Minnesota Data Practices Act any other state or federal law or regulation. This includes applicable civil or criminal penalty provisions of the Minnesota Data Practices Act in the event of a violation and any other penalties under state or federal law.
4. Social Dynamics, LLC agrees to defend, indemnify, and hold DEED, DEED officers, and DEED employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of Social Dynamics, LLC or its agents, employees, or assignees under this agreement. Furthermore, Social Dynamics, LLC agrees to defend, indemnify, and hold DEED harmless against all loss by reason of the failure of its agents, employees, or assignees to fully perform in any respect all obligations under this agreement.
5. All data classified by state or federal law as not public, obtained from DEED records, and incorporated by Social Dynamics, LLC into any document or series of documents capable of dissemination shall be in "summary data" form as defined in Minn. Stat Ch. 13.
6. DEED data will not be shared by Social Dynamics LLC or its employees or assignees with any third party except in "summary data" form (as defined by the Minnesota Data

Practices Act). If Social Dynamics, LLC or one of its employees, agents, or assignees receives a request to release DEED data, DEED must be notified immediately; DEED's authorized representative will provide written instructions as to whether the release of data to the requesting party is permitted.

7. Only Social Dynamics, LLC staff, agents, and assignees that require DEED data in the official performance of their job duties will be granted access to DEED data.
8. DEED data, regardless of format, will be stored and processed in such a manner to prevent unauthorized access, including remote access, and ensure that only authorized personnel have access to the computer systems in which the data is stored. Any transmissions of private data will use a secure method and encrypt all personally identifiable information during receipt, transmission, storage, maintenance, and use.
9. All Social Dynamics, LLC employees, agents, and assignees that may come into contact with DEED data will be informed of the terms of this agreement, the sensitive nature of the data, applicable federal and state confidentiality requirements, the sanctions specified by law for unauthorized disclosure of DEED data, and other proper handling and safeguard procedures. These individuals or groups of individuals will be instructed as to the consequences of improper use and will be required to attest in writing that they understand the policies and procedures regarding confidentiality of the data they receive from DEED.
10. The data supplied by DEED will only be used by Social Dynamics, LLC for the agreed upon purpose and will be destroyed or sanitized (permanently de-identified without the possibility of re-identification) at the end of the project according to procedures (if any) specified by DEED, with the exception of public "summary data" as defined in the Minnesota Data Practices Act. Social Dynamics, LLC will ensure and document that the same action is taken by any of its contractors, subcontractors, or agents with access to DEED data.
11. In the event of an actual or suspected security breach (whether hardware or software), Social Dynamics, LLC will immediately notify DEED, will immediately take any practicable steps to mitigate the breach, and pay all costs associated with mitigation. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.
12. Upon discovery of any actual or suspected security breach, Social Dynamics, LLC will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) comply with notification and reporting provisions of this agreement and applicable law.
13. Upon identifying the root cause of any actual security breach, Social Dynamics, LLC will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.

J. Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the DEED Authorized Representative.

K. Audit

Social Dynamics, LLC data handling and security processes and procedures are subject to audit by DEED. Additionally, under Minn. Stat. 16C.05, any books, records, documents, and accounting procedures and practices of Social Dynamics, LLC that are relevant to this agreement are subject to examination by DEED and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

L. Background Review and Reasonable Assurances Required of Agents.

Social Dynamics, LLC represents that, before its agents are allowed to use or disclose data shared under this agreement, Social Dynamics, LLC has conducted and documented a background review of such Agents sufficient to provide the receiving party with reasonable assurances that the Agent will comply with the terms of this agreement. Social Dynamics, LLC shall make available documentation required by this Section upon request by DEED.

M. Legal Jurisdiction

Minnesota law without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract or its breach must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Minnesota Government Data Practices Act, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

N. Term of Contract

1. Effective date: October 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
2. Expiration date: November 1, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
3. Termination: Either party may terminate this agreement at any time with or without cause upon 30 days' written notice to the other party.

O. Contract Signatures

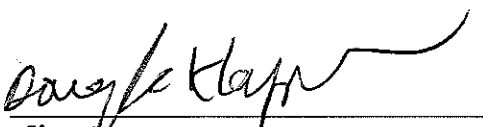
Social Dynamics, LLC and Minnesota Department of Employment and Economic Development (DEED) Data Sharing Agreement

Social Dynamics, LLC
Douglas Klayman
Delegated Authority

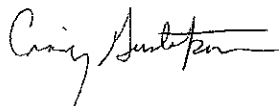
DEED
Craig Gustafson
Delegated Authority

Title/Date

Title/Date General Counsel 07-26-2017



Signature



Signature

Appendix 1: REPORTING PERIODS

Quarter	DEI Data Submission
04/01/17 – 06/30/17	08/15/17
07/01/17 – 09/30/17	11/15/17
10/01/17 – 12/31/17	02/15/18
01/01/18 – 03/30/18	05/15/18
04/01/18 – 06/30/18	08/15/18
07/01/18– 09/30/18	11/15/18
10/01/18 – 12/31/18	02/15/19
01/01/19 – 03/30/19	05/15/19
04/01/19 – 06/30/19	08/15/19
07/01/19– 09/30/19	11/15/19
10/01/19 – 12/31/19	02/15/20
01/01/20 – 3/30/20	05/15/20
FOLLOW-UP PERIOD	
04/1/20-06/30/20	8/15-20
07/1/20-9/30/20	11/15-20
10/01/20-12/31/20	2/15/21

Appendix 2 - Administrative Data Elements Provider Requirements

The Minnesota DEI Round 7 grantee will use the MN R7 Data Collection Hardcopy Form (see Appendix 4). The form will be used to collect the following Round 7 Administrative Data Elements, which are required for DEI grantees and are not available in WIASRD or Wagner- Peyser data systems.

1. DEI-R7 customer field requirement: Every individual that self-discloses a disability and that is designated as a Round 7 DEI participant will have a "Y" in the DEI-R7 customer field on the hardcopy form. Every individual that self-discloses a disability but is not a DEI participant will have a "N" in the DEI-R7 customer field.
2. DEIR7CP customer field requirement: Every individual that is a DEI-R7 participant and is enrolled in career pathways training will have a "Y" in the DEI-R7 customer field and a "Y" in the DEI-R7CP customer field (question #2 on the hardcopy form).
3. Service Delivery Strategy Indicators field requirement: Every individual that has a "Y" in the DEI-R7 participant field and receives Minnesota DEI service delivery strategies must have a "Y" in each service delivery strategy field that is used for the participant. The MN service delivery strategies and data elements are as follows:
 - A. Customized Employment (DEIR7CE)
 - B. Individualized Learning Plans (DEIR7ILP)
 - C. Integrated Resource Teams (DEIR7IRT)
 - D. Blending and Braiding (DEIR7BB)
 - E. Career Pathways Training (DEIR7CP)
 - F. Individual Training Accounts (DEIR7ITA)
 - G. Guideposts for Success (DEIR7G4S)
 - H. Wraparound and Support Services (DEIR7WSS)
 - I. Work-Based Strategies (DEIR7WBS)
 - J. Intergenerational Family Support (DEIR7IFS)
4. Expanded list of disability categories requirement: the Minnesota DEI Round 7 Hardcopy Form will include the following fields to capture disability categories self-disclosed by each Minnesota Round 7 DEI participant and non-participants. Non-participants are AJC customers that self-disclose a disability but are not enrolled in DEI Round 7. Non-participants will have a "N" in the DEI-R7 field. Due to the limited information available in WIASRD, the following disability categories provided by the Americans with Disabilities Act are required of all DEI Rounds 5-7 grantees. This list includes eleven categories of disability:
 - A. Attention-Deficit/Hyperactivity Disorders;
 - B. Blindness or Low Vision;
 - C. Brain Injuries;
 - D. Deaf/Hard-of-Hearing;
 - E. Learning Disabilities (ADA/WIOA);
 - F. Medical Disabilities;
 - G. Physical Disabilities;

- H. Mental Health Disabilities (ADA/WIOA);
 - I. Speech and Language Disabilities
 - J. Developmental/Intellectual Disabilities;
 - K. Autism Spectrum Disorders
5. Activities of daily living requirement: Due to the lack of information available in WIASRD on activities of daily living (ADL), the following ADL questions are required of all DEI Round 7 grantees. These questions will be used only to match treatment participants with comparison group participants. They will not be used to provide an assessment of disability severity.
- A. Do you need any special reminders to attend to your daily activities or chores? Yes/No
 - B. Do you take care of anyone else such as a wife/husband, children, grandchildren, parents, friends or other? Yes/No
 - C. Does your disability affect your ability to:
 - Dress? Yes/No
 - Go shopping? Yes/No
 - Prepare your own meals? Yes/No
 - Drive a car? Yes/No
 - Find a job and return to work? Yes/No

Data collection forms will be scanned by MN and uploaded as encrypted forms via a secure server on a monthly basis to Altarum Institute c/o Nick Pope, Halima Montecalvo. Altarum Institute will provide a brief webinar on uploading the hardcopy form to the Altarum SFTP.

Questions related to the submission of hardcopy forms to Social Dynamics, LLC should be sent to:

Altarum Institute
c/o Nick Pope,
Halima Montecalvo
3520 Green Court Suite 300
Ann Arbor, MI 48105
(734) 302-4633

APPENDIX 3 Study Design Memorandum

MEMORANDUM

To: Cherise Hunter, Ph.D., Social Science Research Analyst, Office of Disability Employment Policy

From: Douglas Klayman, Ph.D., DEI Evaluation Project Director, Social Dynamics, LLC
Sung-Woo Cho, Ph.D., Associate, Abt Associates

Re: Quasi-Experimental Design for the Disability Employment Initiative Rounds 5-7 Impact Evaluation

Date: May 2017

Introduction

Social Dynamics and Abt Associates have been tasked with providing approaches for evaluating the impact of the DEI Rounds 5-7 services on customer outcomes using a quasi-experimental design (QED), specifically a matched comparison group. We provide two QEDs that are not mutually exclusive to one another, which would answer different questions about the Rounds 5-7 interventions, and their impact on participant-level outcomes. QED 1 would examine the overall impact of the full range of services provided under the Rounds 5-7 intervention on participants' credential attainment, employment and earnings. This approach would collect information on all DEI **Rounds 5-7 customers, the services they received, credential/certification attainment, employment and earnings** outcomes. QED 2 would focus exclusively on the career pathways component and related job training services on these same participant outcomes, in addition to the DEI Rounds 5-7 service delivery strategies listed in the DEI Rounds 5-7 Solicitation for Grant Applications (SGA), AJC core and/or WIA services.

The evaluation will implement both QED 1 and QED 2, as this would provide a rigorous evaluation of the overall DEI Rounds 5-7 intervention as well as a targeted evaluation of the career pathways component of the grant. The following discussion on the QED for the DEI Rounds 5-7 evaluation was prepared by Sung-Cho Woo, Ph.D., of Abt Associates.

Methodology: Quasi-Experimental Design I

The first QED will examine the overall impact of the Rounds 5-7 DEI interventions on participant-level outcomes, such as completion of postsecondary credentials, employment, and earnings. To measure the overall impact of these interventions, we propose creating a treatment group that consists of the grantee WDAs, and a comparison group of demographically similar LWIAs that are within the same state. Treatment customers are defined as those who self-disclose a disability and participate in the Rounds 5-7 interventions in the treatment WDAs. Observations will be at the participant level, and using demographic information from WIASRD, information on type of disability and WDA characteristics (e.g., unemployment rates, median income, primary industries etc.), we will match customers from the treatment WDAs with similar customers in the comparison WDAs.

To do this, we will utilize a propensity score matching strategy, in which we generate a score for every customer in the treatment and comparison WDAs depending on the aforementioned characteristics. Each treatment group customer will then be matched to the most similar comparison group customer according to their propensity score, for a 1:1 match. We will also explore the possibility of matching each treatment group customer to the nearest two or three comparison group customers (a 1:2 or 1:3 match), in order to expand our sample size.

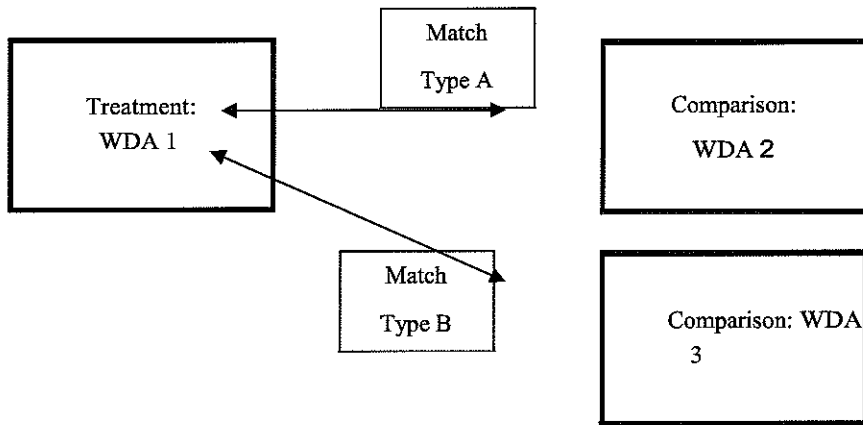
There are a few considerations for this type of matched comparison group QED. First, it would be a **stronger design if, where possible, we have at least two WDAs from each grantee in the treatment group and two LWIAs from each grantee in the comparison group.** If we were to have only one WDA in either condition, it will be difficult to

determine whether the Rounds 5-7 interventions or the characteristics of the WDA itself impacted outcomes. This is under the assumption that we will first analyze each grantee as a separate QED analysis (e.g., California will be analyzed separately, with its own treatment and comparison groups). We will also pool the samples of the six grantees together to determine the overall impact of the Rounds 5-7 interventions on outcomes.

Second, we will account for the types of services that customers receive when they enter an AJC. This type of information is collected through the WIASRD data system, and will be used to control for the types of services that are received by each customer. For example, in a regression analysis, the types of services that customers received at the AJC can be used as covariates (along with other economic and demographic characteristics), in order to control for differences in the types of services received and in customers across the treatment and comparison conditions.

Third, we should note that the matching strategy is at the participant level, not at the **WDA** level. A customer within a treatment **WDA** would be matched to a person (or people) in a comparison **WDA**, and so the matching does not necessarily have to be 1:1 at the **WDA** level. Matching at the **WDA** level first would actually limit the possibilities for matching at the participant level, since treatment group customers would only be matched to similar customers at the comparison **WDA**. In Figure 1, "Match Type A" occurs between **WDA 1** and **WDA 2** - if matching were strictly limited to **WDAs 1** and **2**, we would only see occurrences of "Match Type A" at the customer level. However, if we open our matching to other comparison group **WDAs**, we would also have occurrences of "Match Type B." Some of these matches may actually be better than occurrences of "Match Type A," in which case we should be open to other comparison **WDAs** in our matching strategy.

Figure 1. Treatment and Comparison WDAs, and Matching



In the matching strategy, we will also take the **WDA** characteristics into consideration when matching customers together. Some of the **WDA** characteristics that will factor into the matching strategy include the **WDA's** unemployment rate and information on the type of primary industries.

Methods: Quasi-Experimental Design 2

In QED 2, which would be analyzed in conjunction with the first QED, we propose to examine the impact of the specific career pathways interventions on participant-level outcomes. While QED 1 will determine the impact of the overall Rounds 5-7 interventions on customer outcomes, we believe that it is also important to isolate the impact of the career pathway training on outcomes, as it is an important intervention being used by DOL and other federal agencies (e.g., U.S. Department of Education), and is expressly different from the previous Rounds 1 through 4 of DEI interventions. In California, for example, one of the career pathways interventions involves expanding paid work experiences and career bridge programs. Some customers with disabilities will opt into this particular service, while others will not. To effectively measure the impact of the specific career pathways interventions, we would identify the customers who opt into these services as the treatment group, and identify similar customers who

enroll in the same grantee WDAs but do not opt into the career pathways interventions.

In this QED, customers would self-select into one of four treatment conditions: (1) AJC core services+ career pathways, (2) AJC WIA staff-assisted core+ career pathways, (3) AJC WIA intensive services+ career pathways, (4) AJC training+ career pathways; or the comparison condition (AJC core services only) to determine the impact of the four levels of service. Due to small sample sizes across the individual treatment conditions, we could merge treatment conditions 1 with 2 and 3 with 4 until which time another Round of DEI grantees can be used to increase the overall sample size.

We will mitigate the self-selection issue by using a matched comparison group analysis. Much like QED 1, we will use our available demographic information to match customers according to their propensity scores. However, unlike QED 1, the sample will consist of customers who identify as being disabled and enroll in one of the treatment LWIAs - we will not use customers from comparison LWIAs like we did in QED 1. The treatment group in QED 2 will consist of AJC customers with disabilities who are enrolled in successive levels of services with a focus on customers that enroll in a career pathways program, and the comparison group will consist of similar AJC customers *in the same treatment WDAs* who do not enroll in career pathways interventions. In our analysis, we will also control for the length of time that a customer enrolled in a career pathways program, as well as the combination and intensity of services received at the AJC.

Although there is a self-selection issue here, in the sense that customers who are more motivated to learn and get a job in a particular field may opt into a career pathways program, this is not uncommon among QEDs in K-12 and postsecondary fields. As long as the treatment and comparison groups can demonstrate baseline equivalence, measurements are taken at the same points in time across both groups, and outcomes are consistently defined and collected across both groups, this type of QED would still be considered rigorous according to the Department of Education's What Works Clearinghouse standards.

Data Availability and Timing

This quantitative quasi-experimental impact analysis will be dependent on data acquired from the Workforce Investment Act Standardized Record Data (WIASRD). From the information that we gathered on our site-specific conference calls and discussions with DOL, we determined that this data system provides the strongest available data sources for the study. The information from WIASRD has the potential to be very detailed, in terms of having demographic and outcome information on the AJC customers. WIASRD has entries for basic characteristics of AJC customers, service receipt at the AJC, completion of career-related certifications/credentials and employment and earnings. While some of the data elements are not often collected by AJCs, Social Dynamics/Abt recommends a data collection monitoring process that will follow up on a quarterly basis with each participating WDA/AJC, with documentation on required data that was not submitted during each quarterly data submission. Social Dynamics used this process to ensure that all required data was submitted by Round 1-4 grantees with good results. All earnings and employment information comes directly from the state Unemployment Insurance system, and is reliable.

One major limitation of the WIASRD data system for our evaluation purposes is the limited information on the type of disability that customers disclose. Customers disclose whether or not they have a disability, and can also disclose whether or not they have a physical disability, a mental disability, or both. However, this is the extent of the information on disability that customers disclose on their intake forms. This type of categorization limits our ability to provide adequate matches across the treatment and comparison LWIAs (in the proposed QED 1), or even within grantees (in the proposed QED 2).

In order to expand the number of disability categories for the Rounds 5-7 evaluation, we propose to **implement our matching strategy at the same time that we collect our first round of outcome information, one year after the start** of the Rounds 5-7 interventions. We note that the outcome information would not be analyzed at this point (only collected), and that this information will not be used in the matching strategy. Only demographic (non-outcome) information will be used to match across the treatment and comparison groups. At that point, after

informed consent, we propose conducting a survey of DEI customers in treatment LWIAs and of customers that self-disclosed a disability in comparison LWIAs, by phone and email. This will allow us to determine the type of disabilities that the customers disclose, as well as the severity of the disabilities disclosed based on the American Community Survey disability questions created by ODEP, or based on a categorization of disabilities similar to that used by the Social Security Administration for the Benefit Offset National Demonstration (BOND) project, which includes at least 11 categories of both physical and mental disabilities.¹ This would provide us with a standardized method of categorizing the types of disabilities that customers disclose, and would provide us with much richer information for the matching strategy. We also recommend including an Activities of Daily Living Assessment to measure the severity of the disabilities self-disclosed by treatment and comparison customers.

We project that the survey of customers will take place 12-18 months after the start of the intervention, which would allow enough time for OMB clearance. Since the Rounds 5-7 grantees will begin providing services in Spring 2015, we would begin receiving outcome information in Spring to Fall of 2016, when we would begin the **matching process across the treatment and comparison groups.**

In addition to collecting information on disability type, the PTS and comparison site survey would also allow us to cross-check information on reported outcomes, such as credential receipt and employment status. This would provide us with a way to determine whether the WIASRD outcomes were reported with sufficient accuracy. In addition, the survey would also allow us to cross-check information on the types of services received at the AJC. Though this information is also available through WIASRD, the applicable fields could be missing if they were not filled out by AJC staff and the participant.

If we adopt this strategy of questioning customers to get more information on their disability type and outcomes, then there is no immediate need for DOL to require the AJCs (and their customers) to collect information on the current "disability type" variable, which only accounts for physical and mental disability without any further delineation.

Baseline Equivalence

For a matched comparison group QED, it is important to determine whether the treatment and comparison groups are equivalent prior to the start of the intervention. For both QED 1 and 2, we propose using wages from WIASRD² as a possible measure for baseline equivalence, since wages are relatively variable and we also use wages as an outcome. This would allow us to determine whether our matched treatment and comparison groups are similar in their wage characteristics prior to the start of the intervention.

We anticipate that baseline equivalence would be measured right before the time that the treatment group begins to receive the Rounds 5-7 services. In a matched comparison group design like QED 1 and 2, it is important to measure baseline equivalence and outcomes at the same period of time, for both the treatment and comparison groups. Any differences in the way that baseline equivalence and outcomes are measured across the two conditions can result in a timing confound- in other words, if the comparison group is measured at different points in time relative to the treatment group, there may be events in time that directly impact the comparison group's outcomes and lead to biased estimates.

Study Limitations

¹ The categories of primary impairment include: neoplasms, mental disorders, back or other musculoskeletal, nervous system disorders, circulatory system disorders, genitourinary system disorders, injuries, respiratory, severe visual impairments, digestive system, and other impairments.

² Another resource for obtaining wage records would be the National Directory of New Hires (NDNH) database, if we were able to link the participants to this type of information through participant-level identifiers.

A variety of limitations to both QED 1 and 2 may weaken the internal validity (i.e., the ability to determine if an actual impact on outcomes occurred) in both designs. First, the small potential sample sizes in both analyses could make it difficult to have enough statistical power to determine impacts. In QED 1, each WDA is considered to be a cluster, as the treatment and comparison conditions are dependent on which WDA a customer receives services from. Due to the potentially low number of clusters (for example, there are three treatment WDAs in both Kansas and Massachusetts) in our samples, we expect to have low statistical power for these grantees for QED 1. In QED 2, since the treatment and comparison conditions are at the participant level instead of the WDA level, we can have smaller sample sizes and have comparable power relative to QED 1. However, we expect the overall sample sizes in QED 2 to be quite small, depending on the grantee (e.g., Minnesota anticipates having 155 enrollees).

Another limitation is the lack of delineation in the type of disability from WIASRD. In order to create appropriate matches across the treatment and comparison conditions for both QED 1 and 2, we will need to question customers on the type of disability that they are willing to disclose. If customers do not wish to disclose the type of disability that they have, then this will potentially drive down the quality of the matches between the treatment and comparison groups in both QEDs. In addition, there are cost implications to this type of questioning through a phone or email survey.

Our recommendation is to implement both QED 1 and QED 2, as doing so would provide a rigorous measurement of the overall DEI Rounds 5-7 intervention, as well as a targeted intervention of the career pathways component.

APPENDIX 4 - Hardcopy Form for the Administrative Data Requirements

DEI Information – Minnesota Round 7

In our efforts to improve our training and job placement services, we are asking customers to answer a few additional questions related to employment. This is part of an evaluation of the U.S. Department of Labor's "DEI Initiative." *All data provided on this form is voluntary. You will not be denied services if you choose not to provide the information requested on this form. The information you provide will be kept private, and will not be disclosed to anyone but the researchers conducting this investigation, except as otherwise required by law.*

For Office Use

Registration Date: _____
 Expiration Date: _____
 WDA: _____
 Assigned ID#: _____

Personal Information

First & Last Name: _____
 Phone Number: (____) _____ Date of Birth: _____
 Gender: Female Male
 a. Do you need any special reminders to attend to your daily activities or chores? Yes No
 b. Do you take care of anyone else such as a wife/husband, children, grandchildren, parents, friend, other? Yes No

Does your disability affect your ability to:
 Dress? Yes No
 Go shopping? Yes No
 Prepare your own meals? Yes No
 Drive a car? Yes No
 Find a job and return to work? Yes No

1. **DEI-R7 Participant:** YES NO (IF NO, skip Questions 2, 3, and 4)

2. **Did the participant enroll in a DEI Round 7 Career Pathways program?** Yes No

3. **Did the participant complete a DEI Round 7 Career Pathways program?** Yes No

4. **Which service delivery strategies did/will this participant receive?**

- a. Customized Employment
- b. Individualized Learning Plans
- c. Individual Training Accounts
- d. Integrated Resource Teams
- e. Blending and Braiding
- f. Guideposts for Success
- g. Work-Based Strategies
- h. Wraparound and Support Services
- i. Intergenerational Family Support

4. **Which disabilities did this participant self-disclose?**

- a. Attention-Deficit/Hyperactivity Disorders
- b. Blindness or Low Vision
- c. Brain Injuries
- d. Deaf/Hard-of-Hearing
- e. Learning Disabilities
- f. Medical Disabilities
- g. Mental Health Disabilities
- h. Speech and Language Disabilities
- i. Developmental/Intellectual Disabilities
- j. Autism Spectrum Disorder

If you have any questions about the study, or this form, please contact:
Aaron Searson, PhD at Social Dynamics, LLC, Toll-Free: 1-855-990-1105

Social Dynamics, LLC is under contract to the U.S. Department of Labor, Office of Disability Employment Policy (ODEP) to conduct an evaluation of the Disability Employment Initiative. The purpose of the DEI is to increase employment opportunities for adults and youth with disabilities, while striving to eliminate barriers to their employment. The DEI Evaluation Round 7 began in October 2016. Its expected completion date is November 2019. All data

Minnesota Dept. of Employment and Economic Development Data-Sharing Agreement

provided on this form is voluntary, should take approximately 8 minutes to complete, and will only be used to prepare a report on the DEI that describes what your state is doing to help you get a job. Form data will be compared to data made available to the study team by the Social Security Administration and National Directory of New Hires. The information you provide will be kept strictly confidential. No individual identifying information will be revealed.