

# MDES Confidentiality and System Access Agreement for the Eligible Training Provider System (ETPL) - Institution

## PURPOSE

The purpose of this Confidentiality Agreement (“Agreement”) is to provide employees of \_\_\_\_\_, a training provider/WJC/Business/ LWDA, with access to the ETPL system of the Mississippi Department of Employment Security (“MDES”) and to ensure the protection of proprietary and/or confidential information of MDES and other third parties by the training/service provider. Prior to being able to apply for access to the State’s ETPL system on behalf of training/service provider’s users, the training/service provider must sign this agreement to confirm agreement with and understanding of the terms and conditions of training/service provider’s access to the ETPL system. In consideration of the promises and mutual covenants herein, the parties agree as follows:

## DEFINITIONS

Training provider/WJC/Business/LWDA – is an Institution providing workforce services for Workforce Innovation and Opportunity Act (“WIOA”) programs using the ETPL system.

Authorized User – is an Employee of one of the aforementioned institutions who has signed the MDES Confidentiality and System Access Agreement for Authorized End Users.

## ACCESS METHODS

WIOA approved training provider/WJC/Business/LWDA will apply for a user ID and password for each authorized user by having the user read and sign the MDES Confidentiality and System Access Agreement for The ETPL system Authorized End Users. This action will confirm that the authorized user has read and agrees to the terms and conditions of his or her access to the ETPL system. The Training/Service Provider will submit this signed agreement along with a user information form to MDES via [etpladmin@mdes.ms.gov](mailto:etpladmin@mdes.ms.gov) for approval and account creation.

Each training provider/WJC/Business/LWDA will ensure that an authorized user may only use the credentials assigned to him or her when accessing the ETPL system. **Each WIOA approved training provider/WJC/Business/LWDA will ensure that no other user, authorized or unauthorized, will use an authorized user’s credentials to access the ETPL system.**

WIOA approved training provider/WJC/Business/LWDA will ensure that each authorized user will log into and use the ETPL system only for purposes directly related to his or her job assignment.

## DATA RIGHTS

All system data is property of MDES and may be shared only with explicit written permission from MDES.

## CONFIDENTIALITY

WIOA approved training provider/WJC/Business/LWDA will ensure that authorized users will:

- a) not duplicate information other than for specific job requirements;
- b) not disclose or give any personally identifiable information (PII) such as SSN, name, date of birth, address, etc. to any other person;
- c) not disclose or give their passwords to any other person;
- d) not store their passwords in any data file;
- e) use every reasonable effort to refrain from any action that could allow any person to get access to their passwords;
- f) make every reasonable effort to prevent any situation to occur that could allow any other person to get access to their passwords;

- g) report to MDES via [etpladmin@mdes.ms.gov](mailto:etpladmin@mdes.ms.gov) any actual or suspected breach of password confidentiality or any other unauthorized access to their accounts;
- h) report to MDES any actual or suspected breach of password confidentiality reported to Training/Service Provider by Training/Service Provider users;
- i) keep hard copy information in a secure area and not duplicated for the intent of misuse; and
- j) destroy any hard copy information no longer needed.

Each WIOA approved training provider/WJC/Business/LWDA shall inform MDES within 24 hours of receiving notice of any intended and/or expected staff changes affecting Authorized Users. Such changes may be caused by termination of an authorized user or changed user responsibilities. **User IDs shall not be passed on from one Authorized User to another by WIOA approved training provider/WJC/Business/LWDA or by the individuals concerned.**

The WIOA approved training provider/WJC/Business/LWDA recognizes the potential impact that a security breach may cause and will promptly notify MDES of an actual or suspected security breach. Training/Service Provider will ensure authorized users are aware of the potential impact of a security breach and will coach users to promptly notify the Training/Service Provider of any actual or suspected security breach.

MDES reserves the right to log and/or monitor the use of its systems at any time and without notice. Such monitoring may include inspection of any authorized user's activities within the ETPL system.

“There are penalties and fines provided for by state law to deter the improper release of confidential information and/or misuse of information files (Section 71-5-127, Miss. Code Ann. (1972)). Violations could constitute fraud or the aiding and abetting thereof and may result in disciplinary actions including potential criminal prosecution (Section 97-19-17, Miss. Code Ann. (Supp 1991)). ”

## SUSPENSION AND TERMINATION

MDES reserves the right to revoke access to its systems at any time for any reason. In the event of an illegal activity, the user will also be reported to the appropriate law enforcement authority.

## ANNUAL CERTIFICATION

MDES requires annual certification from each WIOA approved training provider/WJC/Business/LWDA and end user.

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LWDA/Training Provider/WJC/Business Name

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LWDA/Training Provider/WJC/Business Official Title

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LWDA/Training Provider/WJC/Business Official Signature

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Date

**Fax the completed** MDES Confidentiality and System Access Agreement for the Eligible Training Provider System (ETPL) **to Attention: ETPL Administrator @ 601-321-6598 or EMAIL to [etpladmin@mdes.ms.gov](mailto:etpladmin@mdes.ms.gov).**