

MDES Confidentiality and System Access Agreement for the Eligible Training Provider System (ETPL) – End User

PURPOSE

The purpose of this Confidentiality Agreement (“Agreement”) is to provide you, the signer (“You or Your”), 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 you. Prior to being given access to the ETPL system, you must read and sign this agreement to confirm that you have read the agreement, understand it, and agree to the terms and conditions of your privilege to access and use the ETPL system. In consideration of the promises and mutual covenants herein, the parties agree as follows:

DEFINITIONS

WIOA approved training provider/WJC/Business/LWDA – Company providing workforce services for Workforce Innovation and Opportunity Act (“WIOA”) programs using the ETPL system.

Authorized User - Employee of WIOA approved training provider/WJC/Business/LWDA who has signed the MDES Confidentiality and System Access Agreement for Authorized End Users for the ETPL system.

ACCESS METHODS

As an authorized user, you will provide an active email address and password for your sole use to access the ETPL system for purposes directly related to your job assignment.

DATA RIGHTS

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

CONFIDENTIALITY

As an authorized end user, you shall:

- a) not duplicate information other than for specific job requirements;
- b) not disclose or give any personally identifiable information such as SSN, name, date of birth, address, etc. to any other person;
- c) not disclose or give your passwords to any other person;
- d) not store your passwords in any data file;
- e) use every reasonable effort to refrain from any action that could allow any person to get access to your passwords;
- f) make every reasonable effort to prevent any situation to occur that could allow any person to get access to your password;
- g) promptly report to your employer (the Training/Service Provider) or to MDES via etpladmin@mdes.ms.gov any actual or suspected loss or breach of password confidentiality or any other unauthorized access to your account;
- h) keep hard copy information in a secure area and not duplicated for the intent of misuse; and
- i) destroy any hard copy information no longer needed.

Access to your user identifier shall not be passed on from you to another user. This includes your supervisor.

Supervisors will have access to your account if the need arises.

You recognize the potential impact that a security breach may cause and will promptly notify your employer or MDES of an actual or suspected security breach.

MDES reserves the right to log and 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 provider and end user.

Authorized End User Name

LWDA/ Training Provider/WJC/Business Name

Authorized End User Signature

LWDA /Training Provider/WJC/Business Official Signature

Date

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.