

INDIVIDUAL ACCESS AND CONFIDENTIALITY AGREEMENT

Pursuant to Section 121 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the Local Workforce Development Board (LWDB) has established Career Centers and Affiliate Career Centers (Centers) comprised of Career Center System partners (Partners) providing services at the Centers.

In furtherance of its functions, the LWDB and each of the Partners has obtained access to an on-line automated system, the One-Stop Operating System (OSOS), to more effectively and efficiently meet the challenges of WIOA. Individual customer information contained in OSOS is confidential and privileged, and subject to use and disclosure solely to authorized personnel.

In furtherance of these functions, Partners require access to the Re-Employment Operating System (REOS) to more effectively and efficiently serve Center customers.

The purpose of this Agreement is to authorize access to either the OSOS, REOS or both OSOS and REOS to employees of Partners and to ensure employees' compliance with the restrictions contained herein.

_____, an authorized employee ("Employee") of
_____, a Partner or its agent or sub-contractor ("Partner"),
is hereby granted access to:

- OSOS
- REOS
- Both OSOS and REOS

Such access to OSOS and/or REOS is granted in accordance with the following terms and conditions.

1. All information contained in OSOS and/or REOS is confidential and shall not be re-disclosed to any person or organization except those authorized to use the information pursuant to WIOA. Employee has been fully advised of those persons or organizations to which information can be shared.
2. Employee shall comply with all applicable federal and New York State (State) privacy and confidentiality laws and has been advised of those applicable provisions. Failure to comply with such laws may result in a criminal prosecution or civil sanctions.
3. Access to OSOS and/or REOS is granted through the issuance of a password only during the period of employment with the Partner to provide program services, including but not limited to career services and reemployment services, as determined by the Department to authorized program participants. Employee shall not use OSOS and/or REOS for any personal activities and shall not disclose the password to any person.

4. Access may be terminated at any time without any prior notice. Employee shall immediately notify the Partner of any misuse, misappropriation or unauthorized disclosure of information. Employee will cooperate with any investigation of the Partner, the LWDB or the Department of Labor concerning the misuse, misappropriation or unauthorized disclosure of information.
5. Employee shall not alter, tamper or interfere with, or otherwise impair the proper functioning of OSOS and/or REOS.
6. Employee shall not make copies of the OSOS and/or REOS software or use the software in violation of any intellectual property rights of the software company(ies) owners or the Department of Labor. Employee understands that any licensing rights are limited to use for program purposes and subject to revocation any time.
7. Employee shall comply with any protocol or procedure established by the Partner, the LWDB or the Department of Labor.
8. Employee understands that the Department and the Partner reserve the right, without notice, to monitor any of Employee's activities related to the use of OSOS and/or REOS.
9. Employee understands that any records or information obtained from OSOS and/or REOS must be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours.
10. Employee shall comply with all required annual confidentiality trainings associated with accessing OSOS and/or REOS.

I certify that I have read the above document and that I have been advised of the confidentiality requirements and will comply therewith even after my relationship with the Partner is terminated.

Employee Signature _____

Name (print) _____

Date _____

Partner _____

By _____