

State of Nevada
Department of Employment, Training and Rehabilitation
“Nevada JobConnect One-Stop Operating System”

INDIVIDUAL ACCESS AND CONFIDENTIALITY AGREEMENT

Pursuant to Section 121 of the Workforce Innovation & Opportunity Act of 2014 (WIOA), Nevada has established a workforce delivery system, which includes but is not limited to; One-Stop Career Centers, One-Stop Affiliate sites, Nevada JobConnect Centers, and WIOA Provider/Partner sites.

The **Nevada JobConnect Operating System (NJCOS)** is designed to serve as the operating system for employment, training and education services for employers and individuals pursuant to WIOA. The case management component contains information and data from many sources, including data protected under NRS 612.265 which safeguards the confidentiality of information obtained from employers or persons in the conduct of business with the Department of Employment, Training and Rehabilitation, Employment Security Division.

The purpose of this Agreement is to authorize access to NJCOS and the information contained therein, and to ensure individual employee compliance with the restrictions herein.

Employee Name (Please Print Legibly)

Employer - Agency/Organization (Please Print Legibly)

The above named “Employee” is hereby granted access to NJCOS in accordance with the following terms and conditions:

1. All information contained in NJCOS is confidential and shall not be disclosed to any person or organization except those authorized to use the information to implement WIOA. Employee has been fully advised of those persons or organizations with which information can be shared. Violation of this statute by any employee may be a gross misdemeanor pursuant to NRS 612.265.
2. Employee shall comply with all applicable federal and 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 NJCOS is granted through the issuance of a password by the Department of Employment, Training and Rehabilitation, to be used only during the period of employment with the above referenced employer for authorized program activities. Employee shall not use NJCOS for any personal activities and shall not disclose the password to any person.
4. Access to NJCOS may be terminated at any time without prior notice. Employee will cooperate with any investigation of the Local Workforce Development Board (LWDB) or

the Department of Employment, Training and Rehabilitation (Department) concerning the misuse or misappropriation of information.

5. Employee shall not make copies of the NJCOS software or use the software in violation of any intellectual property rights of the software company owners or the Department.
6. Employee understands that any licensing rights are limited to use for program purposes and subject to revocation at any time.
7. Employee shall comply with any protocol or procedure established by the LWDB or the Department.
8. Employee understands that the Department and the LWDB reserve the right, without notice, to monitor any of Employee's activities related to the use of the NJCOS.

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 Employer is terminated.

Employee Name (Please Print)

Employee Signature / Date

Supervisor: Name & Title (Please Print)

Supervisor/Employer - Signature & Date

Authorized - Name & Title (Please Print)

Authorized - Signature & Date