

## **Nevada Workforce Innovation & Opportunity Act System Partner**

### **AGREEMENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION**

#### **EmployNV**

Pursuant to Section 121 of the Workforce Innovation & Opportunity Act (WIOA) of 2014, 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.

EmployNV 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 (DETR/ESD).

Social Security Administration (SSA) provided data is protected by the Privacy Act and Federal law strictly prohibits the use of the data for any other purpose. Privacy Act of 1974 (5 U.S.C. 522a) as amended by the Computer Matching and Privacy Act of 1988 and related Office of Management and Budget guidelines.

EmployNV is a case management, tab and button driven system, used to record data related to Wagner-Peyser (Labor Exchange or LX), WIOA, Trade Act, and state funded programs.

An integral component of EmployNV is the case management feature that identifies schedules, manages and evaluates the delivery of services that support an individual in finding, and keeping a job. 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 DETR/ESD.

#### **I. PURPOSE**

The purpose of this agreement is to provide the authority under which Contractor may access and exchange information through EmployNV for the purpose of providing integrated, comprehensive, customer focused, performance-based employment, training and education services to employers and individuals under the provisions of the WIOA.

#### **II. RESPONSIBILITIES OF CONTRACTORS**

Ensure compliance with all applicable federal and state privacy laws and regulations governing this agreement and shall protect the rights of the individuals and businesses served by this system in accordance with such laws.

Approve and grant access only to individuals that are administering or providing services pursuant to WIOA.

Ensure that all personnel including employees, agents, and sub-contractors (here-in-after collectively referred to as "Employees") authorized access to EmployNV shall be fully advised of the confidential nature of the information contained therein, the safeguards required to protect the information, and the civil and

criminal sanctions for noncompliance contained in applicable state and federal laws. Violation of NRS 612.265 is a gross misdemeanor as set forth in NRS 193.140.

Require that employees authorized to access EmployNV sign individual access and confidentiality agreements prior to being granted access through issuance of a password.

Ensure that access shall be immediately terminated when an employee leaves employment, no longer serves in an appropriate position for access or violates any terms of this agreement. DETR/ESD must be notified of any termination for cause.

Establish internal management systems, protocols, and security procedures to help ensure that information-sharing activities by its employees are in compliance with this agreement.

Monitor the use of EmployNV by Employees to ensure that the data and information is accessed and utilized solely in accordance with authorized program activities and shall take appropriate remedial action for any unauthorized use.

Ensure that any records, reports, correspondence, electronic file extracts or information obtained from EmployNV will be stored in an area that is physically safe at all times from access by unauthorized persons. This may include but not be limited to the use of data encryption secure file transfer or other industry standard for secure data storage or transfer.

I certify that I am an authorized partner representative of the Nevada Statewide Workforce System and that I have read the above document and understand the confidentiality requirements and will comply therewith:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/ Title

EmployNV Partner Information

\_\_\_\_\_  
Name of Organization (Please Print)

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_  
Organization Telephone Number E-Mail Address (Please Print)

\_\_\_\_\_  
EmployNV Partner Authorized Representative Name / Title (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative of the Local Workforce Development Board (LWDB) Date