

Participant Tracking System Access & Confidentiality Agreement

The City of New York (“City”) acting through the Department of Youth and Community Development has established a software application called Participant Tracking System (PTS) which is designed to assist DYCD Workforce Innovation and Opportunity Act (WIOA) Partner meet therequirements of WIOA case management and reporting through the use of web-based technologies. Individual participant information contained in Participant Tracking System (PTS) is confidentialand privileged, and subject to use and disclosure solely to authorized personnel.

I am an employee of either DYCD, WIOA Contractor, WIOA-mandated partner, or WIOA-related affiliated organization or their agents or subcontractors (collectively Partner) and am hereby granted access to Participant Tracking System (PTS) in accordance with the following terms and conditions.

- All information contained in Participant Tracking System (PTS) is confidential and shall not be disclosed to any person or organization except those authorized to use theinformation pursuant to federal, state, and local laws.
- Employee shall comply with all applicable federal, state and local privacy and confidentiality laws.
- Access to Participant Tracking System (PTS) is granted through the issuance of a password only during the period of employment with the Partner for authorized program activities. Employee shall not use Participant Tracking System (PTS) for any personal activities andshall not disclose the password to any unauthorized person.
- Access may be terminated at any time without any prior notice. Employee agrees to cooperate with any investigation conducted by any federal, state or city agency with jurisdiction thereof.
- Employee shall not make copies of Participant Tracking System (PTS) software or use the software inviolation of any intellectual property rights of the software licensor, DYCD or the New York State Department of Labor. Employee understands that anylicensing rights are limited to use for program purposes and subject to revocation at any time.
- Employee understands that DYCD and the Partner reserve the right, without notice, to monitor any of Employee’s activities related to the use of Participant Tracking System (PTS)
- If Employee violates the terms and conditions of this Agreement, such violation may result in the cancellation of Employee’s access to Participant Tracking System (PTS).This may serve as a basis for denying Employee access to DYCD or New York State Department of Labor information in the future.
- If Employee violates the terms and conditions of this agreement, the United

States, State of New York, DYCD and/or the City may initiate a civil action for damages or any other appropriate relief. The willful disclosure of information by the Employee may constitute a criminal offense.

- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
- Employee understands that the United States Government, the State of New York or the City may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- By granting Employee access to information in this context, neither the United States Government, nor the State of New York, nor the City waives any statutory or common law evidentiary privileges or protections that it may assert in any administrative court proceeding to protect any Participant Tracking System (PTS) information to which Employee has been given access under the terms of this Agreement.
- Employee's execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which Employee has executed or may execute with the United States Government, the State of New York, or the City.
- If I become aware of any breach of confidentiality of Confidential Information, intentional or unintentional, by myself or others, I will immediately report such breach to my supervisor or DYCD Assistant Commissioner for Information Technology for appropriate action.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of New York. Employee consents to the exclusive jurisdiction of the state courts and U.S federal courts located within the State and City of New York for any dispute arising out of this Agreement.

Contractor Name

Employee Full Name Employee Position/Title

Employee Phone Number Employee e-mail

Work site Location

Supervisors Name Supervisors Phone Number

Please DO NOT TYPE in the sections below. Print this form and Fill out.

Print Full Name

Employee's Signature

Current Date